

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Security And Pledge Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultimate Electronics, Inc.		02/11/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wells Fargo Retail Finance, LLC
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	01208
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1421536	AUDIO KING
Registration Number:	2797515	EXPERIENCE MORE
Registration Number:	1896493	FAST TRAK
Registration Number:	2344610	SIMPLE SOLUTION
Registration Number:	2321456	SOUNDTRACK
Registration Number:	2794953	ULTIMATE BUY
Registration Number:	2678275	ULTIMATE ELECTRONICS
Registration Number:	1949352	ULTIMATE ELECTRONICS
Registration Number:	2832192	ULTIMATE ELECTRONICS EXPRESS
Serial Number:	78208766	BIG BLUE SALE
Serial Number:	78317334	BIG NAMES. LITTLE PRICES. GUARANTEED.
Serial Number:	78427838	ELECTRONICS AMENITIES
Serial Number:	78365220	EXPERIENCE MORE WITHOUT PAYING MORE

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Serial Number:	78317119	EXPERIENCE THE COMPLETE HOME THEATER
Serial Number:	78347064	RED CARPET SERVICE
Serial Number:	78317111	SIGHT SOUND AND SOURCES
Serial Number:	78317101	STAY AND PLAY
Serial Number:	78427798	TECHNOLOGY CONCIERGE
Serial Number:	78365703	THE ULTIMATE BASEMENT
Serial Number:	78536594	DISCOVER THE ULTIMATE EXPERIENCE
Serial Number:	78346876	TRUE BLUE GUARANTEES

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8144
Email: eileen.sullivan@bingham.com
Correspondent Name: Eileen Sullivan, Trademark Paralegal
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NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	02/18/2005

Total Attachments: 24

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**DEBTOR IN POSSESSION TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

This DEBTOR IN POSSESSION TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Trademark Agreement"), dated as of February 11, 2005 is entered into by and between **ULTIMATE ELECTRONICS, INC.**, a Delaware corporation and a debtor and a debtor in possession under Chapter 11 of the Bankruptcy Code (the "Assignor"), and **WELLS FARGO RETAIL FINANCE, LLC**, a Delaware limited liability company ("WFRF"), as the arranger and administrative agent (in such capacity the "Agent") for itself and the Lenders (the "Lenders") and any other holder of Obligations under that certain Debtor In Possession Loan and Security Agreement, dated as of January 14, 2005 (as the same may be amended, restated or otherwise modified and in effect from time to time, the "Loan Agreement"), by and among Assignor, each of the Assignor's Subsidiaries (as defined in the Loan Agreement) (collectively with Assignor, the "Borrowers"), the Lenders, and the Agent.

WHEREAS, on January 11, 2005 (the "Filing Date"), the Borrowers filed separate petitions under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware;

WHEREAS, each of the Borrowers intends to continue to operate its business pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Borrowers have requested that the Lenders referred to in the Loan Agreement provide financing to the Borrowers consisting of revolving credit loans, term loans, and the issuance of letters of credit in an amount up to \$118,547,500 pursuant to Sections 364(c)(1), (2), (3) and (d) of the Bankruptcy Code;

WHEREAS, pursuant to Section 7.26 of the Loan Agreement, the Assignor agreed to execute and deliver to the Agent, among other things, a trademark security agreement substantially in the form hereof;

WHEREAS, it is a condition precedent to Lenders' making any further loans or otherwise extending credit to the Borrowers under the Loan Agreement that Assignor execute and deliver to Agent, for the benefit of Lenders and Agent, a trademark security agreement in substantially the form hereof in order to, among other things, expressly provide a grant of a continuing security interest in and first priority lien on the Pledged Trademarks (as defined herein) to secure Obligations under the Loan Agreement and the other Loan Documents, in each case as provided herein; and

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services connected with the use of and symbolized by the Trademarks.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following (but only to the extent that such assets, rights and interests uniquely reflect or employ the Associated Goodwill):

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Debtor In Possession Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such

past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) are owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest. To the extent that "Trademark" refers to a third party trademark used or licensed by Assignor, it shall mean Assignor's license rights in such trademark, and not the underlying third party trademark itself.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1 of the Loan Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF LOAN INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Agent, for the benefit of the Lender Group and any other holder of the Obligations, a continuing security interest in and first priority lien (subject to Permitted Liens constituting Liens for unpaid taxes that either (i) are not yet due and payable, or (ii) are subject of Permitted Protests) on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Lender Group and any other holder of the Obligations. In addition, the Assignor has executed in blank and delivered to the Agent a conditional assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Agent to complete as assignee and record with the PTO the Assignment of Marks solely upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Trademark Agreement and the Loan Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Lender Group and any other holder of the Obligations, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Agent

at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the Advances is automatic under the Loan Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Loan Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Loan Agreement. Pursuant to the Loan Agreement the Assignor has granted to the Agent, for the benefit of the Lender Group and any other holder of the Obligations, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Loan Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, conditional assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Loan Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Loan Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Loan Agreement, this Trademark Agreement or the Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Loan Agreement and shall not be in derogation thereof. Furthermore, the liens and security interests provided for in this Trademark Agreement have also been granted pursuant to the Orders. This Trademark Agreement supplements the Orders without in any way diminishing or limiting the effect of the Orders or the lien and security interest granted thereunder.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, written licensed, controlled or used by the Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) to the best of Assignor's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (vi) in addition to the representation and warranty of non-infringement by Assignor of the trademark rights of others (which is addressed exclusively in clause (v)), the Assignor is the sole and exclusive

owner or has rights to use, subject to Permitted Liens, each of the Trademarks, free and clear of any liens, charges, encumbrances and adverse claims except for Permitted Liens, other than the security interest and conditional assignment created by the Loan Agreement and this Trademark Agreement; (vii) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Loan Agreement and the Orders, will create in favor of the Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the Secretary of State for the State of Delaware under the Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and conditional assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (B) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to each of the Agent, each member of the Lender Group and any other holder of the Obligations and its employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks upon reasonable written notice to Assignor, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Agent's prior written consent the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license (except in the ordinary course of business consistent with its prior practices) or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Loan Agreement, provided however, that Assignor may abandon or permit to lapse any of the Pledged Trademarks that are not material to the business of the Assignor, in the Assignor's business judgment.

6. AFTER-ACQUIRED TRADEMARKS

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

6.2. Amendment to Schedule. The Assignor authorizes the Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable and reasonable actions in connection with the Pledged Trademarks that it owns, and shall hold each of the Agent, the Lender Group and any other holder of the Obligations harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent, any member of the Lender Group or any other holder of the Obligations in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby other than costs, damages, liabilities and expenses arising in connection with Agent's, such member of the Lender Group or such other holder of the Obligations gross negligence or willful misconduct.

7.2. Assignor's Duties, etc. The Assignor shall have the right and the duty to prosecute diligently and reasonably any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations (other than those Trademarks the Assignor determines are not material to the conduct of business). Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. Subject to the proviso in Section 5 hereof, the Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark which is still in use, without the consent of the Agent, which consent shall not be unreasonably withheld.

7.3. Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights material to the conduct of Assignor's business. The Assignor may require the Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent, any member of the Lender Group or any other holder of the Obligations to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including legal fees, incurred by the Agent pursuant to this §7.3, other than costs, damages, liabilities and expenses arising in connection with Agent's or such member of the Lender Group's or such other holder of the obligations' gross negligence or willful misconduct.

7.4. Protection of Trademarks, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be reasonably necessary or appropriate to properly maintain (other than those Trademarks the Assignor determines are not material to the conduct of its business), protect, preserve, care for and enforce the Pledged Trademarks. The Assignor shall not take or fail to take any reasonable action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of such material Pledged Trademarks.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, challenging or adversely affecting the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Following the occurrence, and during the continuance, of an Event of Default, the Agent shall have, subject to §10.1 of the Loan Agreement, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2), the Loan Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Code, and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below or in the Loan Agreement or as required by law) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks owned by Assignor, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Loan Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, which, in either case, constitutes an Event of Default, the Agent, in its own name or that of the Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

10. POWER OF ATTORNEY.

Following the occurrence, and during the continuance, of an Event of Default, and subject to §10.1 of the Loan Agreement, the Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent, the Lender Group and any other holder of the Obligations from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may reasonably request in writing and as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments, conditional assignments and other instruments as may be necessary or proper to release its

security interests and reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or the Loan Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Loan Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Loan Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT, ANY MEMBER OF THE LENDER GROUP NOR ANY OTHER HOLDER OF THE OBLIGATIONS ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE AGENT, THE LENDER GROUP AND ANY OTHER HOLDER OF THE OBLIGATIONS FOR ANY

AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES, OTHER THAN COSTS, EXPENSES, DAMAGES AND CLAIMS ARISING OUT OF AGENT'S, SUCH MEMBER OF THE LENDER GROUP'S OR SUCH OTHER HOLDER OF THE OBLIGATIONS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made as set forth in §13 of the Loan Agreement.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Required Lenders) and the Assignor, except as provided in §6.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THE APPLICATION OF THE BANKRUPTCY CODE IS MANDATORY. The parties agree that any all actions or proceedings arising in connection with this Trademark Agreement shall be tried and litigated only the in Bankruptcy Court and/or the State and Federal Courts located in the Southern District of New York, provided, however, that any suit seeking enforcement against any Collateral or other property may be brought, at Agent's option, in the courts of any jurisdiction where Agent elects to bring such action or where such Collateral or other property may be found. The Assignor and the Lender Group waive, to the extent permitted under applicable law, any right each may have to assert the doctrine of forum non-conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section.

20. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. EXCEPT AS PROHIBITED BY LAW, THE ASSIGNOR WAIVES ANY RIGHT WHICH IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION REFERRED TO IN THE PRECEDING SENTENCE ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE ASSIGNOR (I) CERTIFIES THAT NEITHER THE AGENT, ANY MEMBER OF THE LENDER GROUP, ANY OTHER HOLDER OF THE OBLIGATIONS NOR ANY

REPRESENTATIVE, AGENT OR ATTORNEY OF THE AGENT, THE LENDER GROUP OR ANY HOLDER OF THE OBLIGATIONS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (II) ACKNOWLEDGES THAT, IN ENTERING INTO THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH THE AGENT, THE MEMBER OF THE LENDER GROUP OR ANY OTHER HOLDER OF THE OBLIGATIONS IS A PARTY, THE AGENT, THE LENDER GROUP AND THE OTHER HOLDERS OF THE OBLIGATIONS ARE RELYING UPON, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED IN THIS §20.

21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lender Group and any other holder of the Obligations and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Loan Agreement, the provisions of the Loan Agreement shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. This Trademark Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Agreement. Delivery of an executed counterpart of this Trademark Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Trademark Agreement by telefacsimile also shall deliver an original executed counterpart of this Trademark Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Agreement. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

ULTIMATE ELECTRONICS, INC.

By: 

Name: *David A. Carter*

Title: *Secretary and Chief Financial Officer*

**WELLS FARGO RETAIL FINANCE,
LLC, as Agent**

By: _____

Name:

Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Colorado)
) ss.
COUNTY OF Adams)

On this 10 day of February, 2005, before me, the undersigned notary public, personally appeared DAVID A CARTER, proved to me through satisfactory evidence of identification, which were Driver License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as C.F.O. for ULTIMATE ELECTRONICS, INC, a Delaware corporation).

Sheryl A. Dupon
(official signature of notary)

My commission expires: 3/11/2008

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

ULTIMATE ELECTRONICS, INC.

By: _____
Name:
Title:


WELLS FARGO RETAIL FINANCE,
LLC, as Agent

By: JL Blanchette
Name: Jennifer L. Blanchette
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 9 day of February, 2005, personally appeared Jennifer Blanchette to me known personally, and who, being by me duly sworn, deposes and says that she/he is the vice president of WELLS FARGO RETAIL FINANCE, LLC and that said instrument was signed and sealed on behalf of said institution by authority of its governing body, and said she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
My commission expires: 7/29/2005

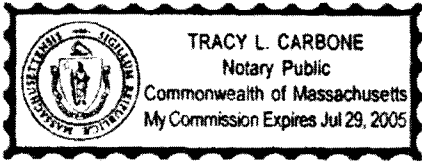


EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, ULTIMATE ELECTRONICS, INC. a corporation organized and existing under the laws of the State of Delaware, having a place of business at 321 W. 84th Avenue, Suite A, Thornton, Colorado 80260 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, WELLS FARGO RETAIL FINANCE, LLC a limited liability company organized and existing under the laws of the State of Delaware, having a place of business at One Boston Place, 18th Floor, Boston, Massachusetts 01208 (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

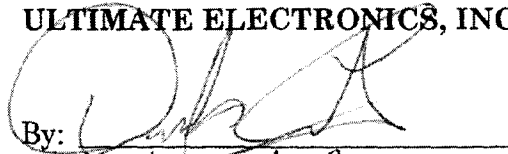
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ___ day of _____, 20__.

ULTIMATE ELECTRONICS, INC.

By: 

Name: David A. Carter

Title: Secretary and Chief Financial
Officer

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Colorado)
) ss.
COUNTY OF Adams)

On this 10 day of February, 2005, before me, the undersigned notary public, personally appeared DAVID A. CARTER, proved to me through satisfactory evidence of identification, which were Driver License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as C.F.O. for ULTIMATE ELECTRONICS, INC, a Delaware corporation).

Sheryl A. Olson
(official signature of notary)

My commission expires: 3/11/2008

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the __ day of _____, _____.

WELLS FARGO RETAIL FINANCE,
LLC,
as Agent

By: JL Blanchette
Name: Jennifer L. Blanchette
Title: Vice President

ANNEX

Trademarks and Trademark Registrations
SCHEDULE A

Trademarks and Trademark Registrations

<u>Trademark or Service Mark</u>	<u>Registrations -- United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
AUDIO KING	1,421,536	12/16/86
EXPERIENCE MORE	2,797,515	12/23/03
FAST TRAK	1,896,493	05/30/95
SIMPLE SOLUTION	2,344,610	04/25/00
SOUNDTRACK	2,321,456	02/22/00
ULTIMATE BUY	2,794,953	12/16/03
ULTIMATE ELECTRONICS	2,678,275	01/21/03
ULTIMATE ELECTRONICS (stylized)	1,949,352	01/16/96
ULTIMATE ELECTRONICS EXPRESS	2,832,192	04/13/04

<u>Trademark or Service Mark</u>	<u>Registrations -- Colorado Trademark Office Registration No.</u>	<u>Registration Date</u>
THE ULTIMATE SOUNDTRACK	19,951,022,639	02/22/95 Up for renewal 2/2205

Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
BIG BLUE SALE	78/208,766	01/30/03
BIG NAMES. LITTLE PRICES. GUARANTEED.	78/317,334	10/22/03
ELECTRONIC AMENITIES	78/427,838	06/01/04
EXPERIENCE MORE WITHOUT PAYING MORE	78/365,220	Now Registered with a date of 2/1/05
EXPERIENCE THE COMPLETE HOME THEATER	78/317,119	10/22/03
RED CARPET SERVICE	78/347,064	12/31/03
SIGHT SOUND AND SOURCES	78/317,111	10/22/03
STAY AND PLAY	78/317,101	10/22/03
TECHNOLOGY CONCIERGE	78/427,798	06/01/04
THE ULTIMATE BASEMENT	78/365,703	02/10/04
TRUE BLUE GUARANTIES	78/346,876	12/31/03
DISCOVER THE ULTIMATE EXPERIENCE	78/536,594	12/21/04

Assignor also has certain service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers associated with or appurtenant to the preceding trademarks.

Assignor has the following common law Trademarks material to Assignor's business (as well as common law Trademarks associated or appurtenant to such Trademarks):

- Solutions in home theater
- The Ultimate Tech Force
- Home network solutions team
- We do the hard part so you don't have to
- High Def Hoops
- Ultimate Value
- Tecknow
- Simple solution to...
 - Home Theater
 - DVD Home Theater
 - Mobile Video
 - Home Installation
 - Home Entertainment
 - Home Networking
 - Home convenience
 - Home Services
 - Home Security
- Builder Services
- Movie Marquee
- Home Rhythms
- Net Connection
- Swept Away
- Full House
- Peace of Mind
- Play your iPod †
- Power your iPod †
- Expand your iPod †
- Protect your iPod †
- Connect
- <<stylized arch>> used by Assignor as a common branding element in communications and advertising depicted below:



Assignor also has certain other common law Trademarks not material to Assignor's business.

Assignor has received written trademark licenses from the following manufacturers, the sales of whose products represent at least 5% of Assignor's product sales in the 2003 calendar year:

1. Sony Electronics, Inc., Consumer Sales Company, Dealer Agreement dated January 1, 2003.

† iPod is used under license not representing more than 5% of Assignor's annual product sales.

2. Mitsubishi Electronics America, Inc., Dealer Agreement dated February 27, 1996.
3. Samsung Electronics America, Inc., Non-Exclusive Dealer Agreement dated January 27, 2003.

Assignor has certain other written trademark licenses with manufacturers that individually represent not more than 5% of the Assignor's annual product sales.