

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American TV & Appliance of Madison, Inc.		05/31/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	115 S. LaSalle Street, 12W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	77738329	GREEN LIFESTYLE	
Serial Number:	75422503	REST ASSURED PROMISE	
Serial Number:	75422091	VALUE ROOMS	
Serial Number:	75414088	FOR THE LATEST IN STYLE & FASHION	
Serial Number:	75414087	AMERICAN FOR YOUR HOME	
Serial Number:	75414085	DELIVERY WHEN YOU WANT IT!	
Serial Number:	75402394	GOLD COLLECTION	
Serial Number:	75401640	CUSTOM ORDER EXPRESS	
Serial Number:	75401639	VALUE COLLECTION	
Serial Number:	75401638	AMERICAN FOR YOUR HOME	
Serial Number:	75401613	GREAT QUALITY AT PRICES AMERICAN IS FAMOUS FOR!	
Serial Number:	75063186	PRICE CHECKS	
CORRESPONDENCE DATA			

Fax Number: 3128637443

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3122014000

Email: kristina.bunker@goldbergkohn.com

Correspondent Name: Goldberg Kohn Ltd. c/o Kristina Bunker

Address Line 1: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.129
NAME OF SUBMITTER:	Kristina Bunker
Signature:	/kb/
Date:	07/10/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of May 31, 2012 by AMERICAN TV & APPLIANCE OF MADISON, INC., a Wisconsin corporation ("Grantor"), in favor of BMO HARRIS BANK N.A., as lender ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Loan and Security Agreement, dated as of May 31, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor and Lender, Lender agreed to make certain loans and other financial accommodations for the benefit of Grantor;

WHEREAS, Lender is willing to continue to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that Grantor shall have executed and delivered to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

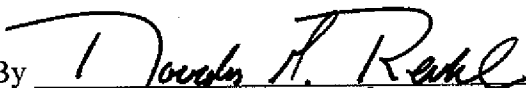
6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Lender and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN TV & APPLIANCE OF MADISON,
INC., as Grantor

By 
Name Douglas C. Beuhl
Title President

ACCEPTED AND ACKNOWLEDGED BY:

BMO HARRIS BANK N.A., as Lender

By _____
Name _____
Title _____

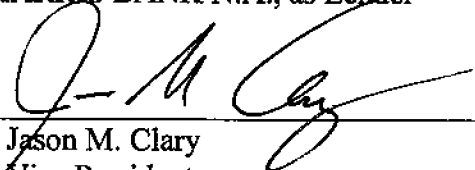
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN TV & APPLIANCE OF MADISON,
INC., as Grantor

By _____
Name _____
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

BMO HARRIS BANK N.A., as Lender

By  _____
Name Jason M. Clary
Title Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	FIRST USE DATE	INTENT TO USE	OWNER
Green Lifestyle	77738329	Registered	09/21/2010	3851050	05/14/2009	NO	American TV & Appliance of Madison, Inc.
Rest Assured Promise	75422503	Registered	2233997	03/23/1999	10/05/1997	NO	American TV & Appliance of Madison, Inc.
Value Rooms	75422091	Registered	2236687	04/06/1999	10/05/1997	NO	American TV & Appliance of Madison, Inc.
For the Latest in Style & Fashion	75414088	Registered	2233926	03/23/1999	04/27/1997	NO	American TV & Appliance of Madison, Inc.
American For Your Home	75414087	Registered	2233925	03/23/1999	04/27/1997	NO	American TV & Appliance of Madison, Inc.
Delivery When You Want It!	75414085	Registered	2233924	03/23/1999	04/27/1997	NO	American TV & Appliance of Madison, Inc.
Gold Collection	75402394	Registered	2236623	04/06/1999	04/27/1997	NO	American TV & Appliance of Madison, Inc.
Custom Order Express	75401640	Registered	2305239	01/04/2000	04/27/1997	NO	American TV & Appliance of Madison, Inc.
Value Collection	75401639	Registered	2235800	03/30/1999	04/27/1997	NO	American TV & Appliance of Madison, Inc.
American For Your Home	75401638	Registered	2322880	02/29/2000	04/27/1997	NO	American TV & Appliance of Madison, Inc.
Great Quality At Prices	75401613	Registered	2235799	03/30/1999	04/27/1997	NO	American TV & Appliance of

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	FIRST USE DATE	INTENT TO USE	OWNER
American if Famous For!							Madison, Inc.
Price Checks	75063186	Registered	2174179	07/21/1997	01/28/1996	NO	American TV & Appliance of Madison, Inc.