

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CSAV, Inc.		07/21/2006	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Allied Capital Corporation, as Second Lien Collateral Agent
Street Address:	1919 Pennsylvania NW
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2834438	CHIEF
Registration Number:	2855925	C
Registration Number:	2843003	SMART-LIFT
Registration Number:	2823311	Q2
Registration Number:	2843004	Q-LATCH
Registration Number:	2844767	ALL-POINTS
Serial Number:	78595932	CSAV
Serial Number:	78634889	FUSION
Serial Number:	78634899	REACTION
Serial Number:	78834058	CINEMATIC
Serial Number:	78742622	CC CSAV CHIEF SANUS AUDIO VISUAL
Serial Number:	78678925	CYNERGY
Serial Number:	78842103	RPA

CH \$365.00 2834438

Serial Number:

78841944

RPA ELITE

CORRESPONDENCE DATA

Fax Number: (312)577-4565

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

207170-00222

NAME OF SUBMITTER:

Kristin Brozovic

Signature:

/Kristin Brozovic/

Date:

07/31/2006

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 21, 2006, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Allied Capital Corporation ("Allied"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Second Lien Collateral Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CSAV, Inc., a Massachusetts corporation ("Borrower"), CSAV Holding Corp., a Delaware corporation ("Holdings"), the other Persons party hereto that are designated as a "Credit Party", General Electric Capital Corporation, as administrative agent (in such capacity, the "Agent") for the several financial institutions from time to time party to the Credit Agreement (collectively, the "Lenders" and individually each a "Lender") and for itself as a Lender, the Second Lien Collateral Agent, as collateral agent for the Lenders and for itself as a Lender and such Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty, Pledge and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, Second Lien Collateral Agent and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Second Lien Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty, Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Collateral Agent for the benefit of the Secured Parties, and grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Guaranty, Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Intercreditor Agreement. Second Lien Collateral Agent, First Lien Agent, Grantors and Borrower have entered into that certain Intercreditor Agreement of event date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Closing Date Intercreditor Agreement"). To the extent any provision of this Agreement conflicts with the Closing Date Intercreditor Agreement, the Closing Date Intercreditor Agreement shall control.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

Very truly yours,

CSAV, INC., a Massachusetts corporation
as Grantor

By: David Carlson
Name: DAVID CARLSON
Title: CFO

Schedule I

CSAV, INC. TRADEMARKS

US Trademarks

Status (Date of Registration or Application)	Trademark	Registration Number
Registered (4/20/04)	Chief	2,834,438 (U.S.)
Registered (6/22/04)	Chief 'C' Design	2,855,925
Registered (5/18/04)	Smartlift	2,843,003
Registered (3/16/04)	Q2	2,823,311
Registered (5/18/04)	Q-Latch	2,843,004
Registered (5/25/04)	All-Points	2,844,767
Pending (3/28/05)	CSAV	App. No. 78/595932 (U.S.)
Pending (5/23/05)	Fusion	App. No. 78/634889 (U.S.)
Pending (5/23/05)	Reaction	App. No. 78/634899
Registered (4/13/05)	Chief C and Design	860,899
Pending (3/10/06)	Cinematic	78/834,058 (U.S.)
Pending (10/28/05)	CSAV Chief Sanus Audio Visual & Design	78/742,622 (U.S.)
Pending (7/26/05)	Cynergy	78/678,925 (U.S.)
Pending (3/21/06)	RPA	78/842,103 (U.S.)
Pending (3/21/06)	RPA Elite	78/841,944 (U.S.)

State Trademarks

Pending (4/10/06)	Chief C and Design	1297195 (CA)
Pending (4/10/06)	Chief	1297193 (CA)
Pending (5/24/05)	CSAV	1258623 (CA)
Pending (4/10/06)	CSAV & Design	1297192 (CA)
Pending (1/26/06)	Cynergy	1287582 (CA)

Foreign Trademarks

Registered (4/13/05)	Chief	863157 (WO)
Pending	CSAV & Design	A0004168 (WO)