

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
TRS Quality, Inc.		09/27/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	BANK OF AMERICA, N.A.
Street Address:	100 Federal Street
Internal Address:	MA5-100-09-09
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 117

Property Type	Number	Word Mark
Registration Number:	1981542	1-800-THE SHACK
Registration Number:	0829398	ANTENNACRAFT
Registration Number:	1258372	BATTERY SENTINEL
Registration Number:	1326662	BATTERY SENTINEL
Registration Number:	0812046	CHANNEL-SPANNER
Registration Number:	2049319	R RADIOSHACK
Registration Number:	0914982	ENERCELL
Registration Number:	1574546	MEGACABLE
Registration Number:	1878488	PERMACOLOR
Registration Number:	1345846	POCKETVISION
Registration Number:	0871670	POWERHORN
Registration Number:	3273096	POWERZONE
Registration Number:	1076858	RADIO SHACK

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Registration Number:	1338991	RADIO SHACK
Registration Number:	1355845	RADIO SHACK
Registration Number:	0796908	RADIO SHACK
Registration Number:	1676195	RADIO SHACK
Registration Number:	1008073	RADIO SHACK
Registration Number:	1707423	RADIO SHACK
Registration Number:	2164296	RADIOSHACK
Registration Number:	2019438	RADIOSHACK
Registration Number:	2246664	RADIOSHACK ANSWERSPLUS
Registration Number:	2246663	RADIOSHACK ANSWERSPLUS
Registration Number:	2246665	RADIOSHACK ANSWERSPLUS
Registration Number:	1717704	SCANTENNA
Registration Number:	0905792	SCIENCE FAIR
Registration Number:	1655078	SHACK
Registration Number:	1766601	SLEEP MACHINE
Registration Number:	2431482	TANDY ELECTRONICS
Registration Number:	2904239	XMODS
Registration Number:	2909116	XMODS
Registration Number:	2963512	XMODS
Registration Number:	1887479	THE REPAIR SHOP AT RADIO SHACK
Registration Number:	1720904	THE SHACK
Registration Number:	0897736	WEATHERADIO
Registration Number:	1909013	YOU'VE GOT QUESTIONS WE'VE GOT ANSWERS
Registration Number:	3200303	LIFEWISE
Registration Number:	3200302	LIFEWISE
Registration Number:	3254686	LIFEWISE
Registration Number:	2999052	ACCURIAN
Registration Number:	3276351	STOREONE
Registration Number:	3228831	PRESIDIAN
Registration Number:	3228832	PRESIDIAN
Registration Number:	3228833	PRESIDIAN
Registration Number:	3412888	PRESIDIAN
Registration Number:	3277745	OPTIMUS
Registration Number:	3332107	PRO-PULSE RACING
Registration Number:	3438120	VOICE STAR

	3295637	GIGAWARE
Registration Number:	3295737	VOICE STAR
Registration Number:	3469714	ACCURIAN
Registration Number:	3327901	GIGAWARE
Registration Number:	3382456	ACCURIAN
Registration Number:	3360247	IGNITION
Registration Number:	3373541	BE WHAT'S NEXT
Registration Number:	3394008	IGNITION
Registration Number:	3432107	PRO-PULSE RACING
Registration Number:	3427741	KRONUS
Registration Number:	3468790	RADIOSHACK TECHNOLOGY PLUS
Registration Number:	3427798	DO STUFF
Registration Number:	3599211	GIGAWARE
Registration Number:	3446367	KRONUS
Registration Number:	3644231	OPTIMUS
Registration Number:	3496850	HDVIEW360
Registration Number:	3503983	OPTIMUS
Registration Number:	3426697	ACCURIAN
Registration Number:	3636611	POINT MOBL
Registration Number:	3670722	OPTIFLEX
Registration Number:	3674354	AUVIO
Registration Number:	3838474	POINTMOBL
Registration Number:	3764422	POINTMOBL
Registration Number:	3764423	POINTMOBL
Registration Number:	3732521	ENERCELL
Registration Number:	3732546	AUVIO
Registration Number:	3732545	AUVIO
Registration Number:	3804081	AUVIO
Registration Number:	3800445	AUVIO
Registration Number:	3685891	DIRECT 2U
Registration Number:	3742424	AUVIO
Registration Number:	3791449	AUVIO
Registration Number:	3762630	POINTMOBL
Registration Number:	3836079	POINTMOBL
Registration Number:	3746776	M

	3955368	M
Registration Number:	3766543	OUTFITTERS FOR YOUR MOBILE LIFE
Registration Number:	3890884	OUTFITTING YOUR MOBILE LIFE
Registration Number:	3794815	PHONELANDIA
Registration Number:	3829428	LIFE EMPOWERED
Registration Number:	3846278	THE PERFORMANCE YOU NEED
Registration Number:	3791459	THE SHACK
Registration Number:	3797431	ENERCELL
Registration Number:	3786982	GIGAWARE
Registration Number:	3846467	ENERCELL
Registration Number:	3967310	ANTENNACRAFT
Registration Number:	3946427	
Registration Number:	3949523	
Registration Number:	3941992	THE SHACK BATTERY RECYCLING PROGRAM
Registration Number:	3909407	AUVIO
Registration Number:	3942108	THE SHACK BATTERY RECYCLING PROGRAM
Registration Number:	3942407	
Registration Number:	3949525	
Registration Number:	4140339	RADIOSHACK MOBILE
Registration Number:	4194513	LIFEWISE
Registration Number:	1568597	RADIO SHACK
Registration Number:	3179548	KRONUS
Registration Number:	3234627	SMART CONNECT
Registration Number:	3080888	VOICE STAR
Registration Number:	3086706	PRESIDIAN
Registration Number:	3130835	CINEGO
Registration Number:	3096611	ROADSIDE COMPANION
Registration Number:	3096605	ROADSIDE COMPANION
Registration Number:	3096602	ROADSIDE COMPANION
Registration Number:	3181576	ACCURIAN
Registration Number:	3080316	MINUTEMAN
Registration Number:	3122394	STOREONE RADIOSHACK
Registration Number:	1753024	SATELLITE SHACK
Registration Number:	1709254	MAXUS

Fax Number: 6173417701

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

Phone: 6173417729

Email: [kschmidt@morganlewis.com](mailto:kschmidt@morganlewis.com)

Correspondent Name: Katarzyna Schmidt

Address Line 1: 225 Franklin Street, 16th Floor

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Katarzyna Schmidt
Signature:	/Katarzyna Schmidt/
Date:	09/27/2012

**Total Attachments: 11**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of September 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **BANK OF AMERICA, N.A.**, in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of August 8, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among RADIOSHACK CORPORATION, a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Administrative Agent, the Credit Parties have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Credit Parties are willing to continue to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Amended and Restated Security Agreement, dated as of September 27, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, assigns, and pledges to Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Licenses thereto to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, and the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of proceeding under any Debtor Relief Laws involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent, pursuant to Section 3.05(a) of the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement, with concurrent notice to the Grantors, by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security 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 Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this

Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**TRS QUALITY, INC.**

By: 

Name: Joel H. Tiede

Title: President

Signature Page to Trademark Security Agreement (Bank of America, N.A.)

**TRADEMARK**  
**REEL: 004867 FRAME: 0353**

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.

By: *David Vega*  
Name: David Vega  
Title: Managing Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**U.S. Trademark Registrations/Applications**

**Owned by TRS Quality, Inc.:**

Title	App. No./Reg. No.
1-800-THE SHACK	1,981,542
ANTENNACRAFT	829,398
BATTERY SENTINEL	1,258,372
BATTERY SENTINEL	1,326,662
CHANNEL-SPANNER	812,046
R RADIOSHACK AND DESIGN	2,049,319
ENERCELL	914,982
MEGACABLE	1,574,546
PERMACOLOR	1,878,488
POCKETVISION	1,345,846
POWERHORN	871,670
POWERZONE	3,273,096
RADIO SHACK	1,076,858
RADIO SHACK	1,338,991
RADIO SHACK	1,355,845
RADIO SHACK	796,908
RADIO SHACK	1,676,195
RADIO SHACK	1,008,073
RADIO SHACK	1,707,423
RADIOSHACK	2,164,296

<b>Title</b>	<b>App. No./Reg. No.</b>
RADIOSHACK	2,019,438
RADIOSHACK ANSWERSPLUS	2,246,664
RADIOSHACK ANSWERSPLUS AND DESIGN	2,246,663
RADIOSHACK ANSWERSPLUS	2,246,665
SCANTENNA	1,717,704
SCIENCE FAIR	905,792
SHACK	1,655,078
SLEEP MACHINE	1,766,601
TANDY ELECTRONICS	2,431,482
XMODS	2,904,239
XMODS	2,909,116
XMODS AND DESIGN	2,963,512
THE REPAIR SHOP AT RADIO SHACK	1,887,479
THE SHACK	1,720,904
WEATHERADIO	897,736
YOU'VE GOT QUESTIONS WE'VE GOT ANSWERS	1,909,013
LIFEWISE	3,200,303
LIFEWISE	3,200,302
LIFEWISE	3,254,686
ACCURIAN	2,999,052
STOREONE	3,276,351
PRESIDIAN	3,228,831
PRESIDIAN	3,228,832
PRESIDIAN	3,228,833
PRESIDIAN	3,412,888

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<b>Title</b>	<b>App. No./Reg. No.</b>
OPTIMUS	3,277,745
PRO-PULSE RACING	3,332,107
VOICE STAR	3,438,120
GIGAWARE	3,295,637
VOICE STAR	3,295,737
ACCURIAN	3,469,714
GIGAWARE	3,327,901
ACCURIAN	3,382,456
IGNITION	3,360,247
BE WHAT'S NEXT	3,373,541
IGNITION AND DESIGN	3,394,008
PRO-PULSE RACING	3,432,107
KRONUS	3,427,741
RADIOSHACK TECHNOLOGY PLUS	3,468,790
DO STUFF	3,427,798
GIGAWARE	3,599,211
KRONUS	3,446,367
OPTIMUS	3,644,231
HDVIEW360	3,496,850
OPTIMUS	3,503,983
ACCURIAN	3,426,697
POINT MOBL	3,636,611
OPTIFLEX	3,670,722
AUVIO	3,674,354
POINTMOBL	3,838,474

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<b>Title</b>	<b>App. No./Reg. No.</b>
POINTMOBL	3,764,422
POINTMOBL	3,764,423
ENERCELL	3,732,521
AUVIO	3,732,546
AUVIO	3,732,545
AUVIO	3,804,081
AUVIO	3,800,445
DIRECT 2U	3,685,891
AUVIO AND DESIGN	3,742,424
AUVIO AND DESIGN	3,791,449
POINTMOBL AND DESIGN	3,762,630
POINTMOBL AND DESIGN	3,836,079
M AND DESIGN	3,746,776
M AND DESIGN	3,955,368
OUTFITTERS FOR YOUR MOBILE LIFE	3,766,543
OUTFITTING YOUR MOBILE LIFE	3,890,884
PHONELANDIA	3,794,815
LIFE EMPOWERED	3,829,428
THE PERFORMANCE YOU NEED	3,846,278
THE SHACK	3,791,459
ENERCELL AND DESIGN	3,797,431
GIGAWARE AND DESIGN	3,786,982
ENERCELL	3,846,467
ANTENNACRAFT	3,967,310
DESIGN ONLY	3,946,427

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<b>Title</b>	<b>App. No./Reg. No.</b>
DESIGN ONLY	3,949,523
THE SHACK BATTERY RECYCLING PROGRAM	3,941,992
AUVIO	3,909,407
THE SHACK BATTERY RECYCLING PROGRAM AND DESIGN	3,942,108
DESIGN ONLY	3,942,407
DESIGN ONLY	3,949,525
RADIO SHACK MOBILE	4,140,339
LIFEWISE	85/513,021
LIFEWISE	4,194,513
SHACK MOBILE	85/590,050
TRADE GUARANTEE	85/606,524
RADIO SHACK	1,568,597
SOUND SHACK	1,625,421
STEREO SHACK	1,620,569
COLOR EAGLE	1,598,408
TRIM-FONE	1,579,906
REALISTIC	1,577,546
PORTAVISION	926,724
ARCHEROTOR	905,416
RADIO SHACK	706,962
KRONUS	3,179,548
SMART CONNECT	3,234,627
VOICE STAR	3,080,888
PRESIDIAN	3,086,706

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<b>Title</b>	<b>App. No./Reg. No.</b>
CINEGO	3,130,835
MAXUS	3,033,145
EASY ANSWERS AND DESIGN	3,004,125
ROADSIDE COMPANION	3,096,611
ROADSIDE COMPANION	3,096,605
ROADSIDE COMPANION	3,096,602
ACCURIAN	3,012,289
ACCURIAN	3,181,576
SURESET	3,024,722
ITIPS	2,947,898
LIFEWISE	2,895,432
MINUTEMAN	3,080,316
STOREONE RADIOSHACK AND DESIGN	3,122,394
GO VISION	2,941,101
SATELLITE SHACK	1,753,024
MAXUS	1,709,254
MOVIE SHACK	1,662,084

### **Trademark Licenses**

Licenses to use the "RadioShack" trademarks granted to franchisees and vendors in the ordinary course of business

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