FORM PTO-1594 (Rev. 6-ks)	08-21-1998	SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office			
OMB No. 0851-0011 (exp. 4/94)		.Y			
Tab settings □ □ □ ▼	100797576	e attached original documents or copy thereof.			
To the Honorable Commissioner of Patents a	and Trademarks: Please record the	e attached original documents or copy thereof.			
Name of conveying party(ies):	2. Name a	nd address of receiving party(ies)			
Trans World Entertainment Co	orporation Name:_	Trans World New York, LLC			
7.31.7	Internal	Street Address: 38 Corporate Circle			
☐ Individual(s) ☐ Association ☐ Limited Pa	Street A				
☐ Corporation-State		1bany State NY → 21 : 12203			
Other Additional name(s) of conveying party(ies) attached? \[\text{\tin\text{\texit{\text{\texi}\text{\texititt{\text{\texitit{\texit{\texi\texi\texi{\texi{\texi{\texi{\texit{\texi\texi{\texi{\texi{\texi{\ti	/ Clair	idual(s) citizenship			
	☐ Assoc	ciation			
Nature of conveyance:	□ Limite	General Partnership Limited Partnership			
Si Assignment □ Me	orger Corpo	ration-State liability company			
☐ Security Agreement ☐ Ch	ange of realine	ot domiciled in the United States, a domestic representative designation			
	is attached:	□ Yes □ No nust be a separate document from assignment)			
execution Date: July 31, 1998		(s) & address(es) attached? □ Yes □ No			
4. Application number(s) or patent number(s):					
A. Hademark Application No.1		lemark Registration No.(s)			
13/211/123		023,160			
75/229,031 0 7	7-31-1998 2,0	063,205			
Additional numbers attached? Yes No					
Name and address of party to whom corresp concerning document should be mailed:	•	umber of applications and tions involved:			
Name: Kathy Silberthau Strom		7. Total fee (37 CFR 3.41)\$\\$115.00			
Internal Address: Cahill Gordon &	Reindel 7. Total fee				
	≅ Encl	losed			
	☐ Auth	norized to be charged to deposit account			
Street Address: 1990 K Street, N.	. W .				
Suite 950	8. Deposit	account number:			
City: Washington State: DC	ZIP: 20006				
00/20/1998 BNBUFEH - 00000090 E029160	DO NOT USE THIS SPACE	uplicate copy of this page if paying by deposit account)			
01 FC:481 40.00 OP 75.00 OP					
9. Statement and signature.	foregoing information is true ar	nd correct and any attached copy is a true copy of			
Kathy Silberthau Strom	Cathy Struffer	July 31, 1998			
Name of Person Signing Total number	Signature of pages including cover sheet, attac	chments, and document:			

ASSIGNMENT OF SERVICE MARKS

THIS AGREEMENT is made and entered into as of this 31st day of July, 1998 between Trans World Entertainment Corporation, a corporation organized and existing under the laws of New York and having its principal place of business at 38 Corporate Circle, Albany, NY 12203 the "Assignor") and Trans World New York, LLC, a limited liability company organized and existing under the laws of New York and having its principal place of business at 38 Corporate Circle, Albany, NY 12203, (the "Assignee").

WHEREAS, the Assignor has adopted, has used, and is using the trademarks listed in Exhibit A (the "Mark(s)"); and

WHEREAS, the Assignee desires to acquire the Mark(s) and any registrations thereof, together with the associated goodwill of the Assignor's business, and the Assignor wishes to convey and transfer to the Assignee the Mark(s), and registrations thereof and the associated goodwill;

NOW, THEREFORE, in consideration of the mutual agreement herein provided, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

TRADEMARK REEL: 1771 FRAME: 0449

1. Assignment.

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee all of its right, title and interest in and to the Mark(s) and any registrations thereof or applications therefor, together with the associated goodwill of the Assignor's business symbolized by the Mark(s), and all rights in the Mark(s), including the right to file for protection around the world on the Mark(s), and the right to renew any registrations on the Mark(s), including the right to sue for past and future infringement of the Mark(s), to be used as fully and entirely as said rights would have been held and enjoyed by the Assignor had this assignment and transfer not been made.

- 2. <u>Binding Effect</u>. This Assignment shall be bind ing upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.
- 3. Amendment of Agreement. No modification, changes, or additions to this Assignment shall be effective except by written amendment executed by both parties.
- 4. <u>Severability</u>. The invalidity of any provision of this Assignment shall not affect the enforceability of any other provisions of this Agreement. The invalidity of any pro-

TRADEMARK REEL: 1771 FRAME: 0450 vision of this Assignment shall merely render such invalid provision ineffective.

5. Governing Law. The parties hereby agree that this Assignment shall be governed by and construed under and in accordance with the laws of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as a sealed instrument as of the day and year first above written.

TRANS WORLD ENTERTAINMENT CORPORATION

By: Namæ

John J. Sullivan Senior Vice President of Finance and Chief Financial Officer

TRANS WORLD NEW YORK, LLC

ву: Name∕и

Name/

John J. Sullivan Senior Vice President of Finance and Chief Financial Officer

Exhibit A

TRADEMARKS

Trademarks in company name of: Trans World Entertainment Corporation

<u>Trademarks</u>	Reg. #	Reg. Date	Status/Due Date
Media Source	2023160	12/17/96	Decl. of Use 12/17/01-02
Soundnet	2063205	5/20/97	Decl. of Use 5/20/02-03
	<u>App. #</u>	App. Date	
Music That Changed Our Lives	App. # 75/247125	App. Date 2/21/97	In Process

TRADEMARK
RECORDED: 07/31/1998 REEL: 1771 FRAME: 0452