

REC

08-21-1998

SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

100797577

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Record Town, Inc.

7-31-98

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Trans World New York, LLC

Internal Address:

Street Address: 38 Corporate Circle

City: Albany State: NY ZIP: 12203

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: July 31, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s) U.S. Patent & TMOs/TM Mail Rpt Dt #70



07-31-1998

B. Trademark Registration No.(s)

1,451,459 1,578,306 1,880,186 1,584,079 1,870,180 1,263,284

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kathy Silberthau Strom, Esq.

Internal Address: Cahill Gordon & Reindel

Street Address: 1990 K Street, N.W.

Suite 950

City: Washington State: DC ZIP: 20006

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41) \$315.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/20/1998 BNGUYEN 00000089 1451459

DO NOT USE THIS SPACE

01 FCT481 48.00 OP 02 FCT588 275.00 OP

Agreement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kathy Silberthau Strom

Name of Person Signing

Kathy Silberthau Strom

Signature

July 31, 1998

Date

Total number of pages including cover sheet, attachments, and document:

6

RECORDATION FORM COVER SHEET ITEM 4B (continued)

Additional Registration Nos.

1,503,387

1,240,451

1,240,452

1,600,036

1,839,757

1,862,132

ASSIGNMENT OF SERVICE MARKS

THIS AGREEMENT is made and entered into as of this 31st day of July, 1998 between Record Town, Inc., 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:

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. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

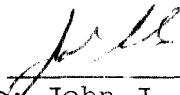
3. Amendment of Agreement. No modification, changes, or additions to this Assignment shall be effective except by written amendment executed by both parties.

4. Severability. The invalidity of any provision of this Assignment shall not affect the enforceability of any other provisions of this Agreement. The invalidity of any provision 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.

RECORD TOWN, INC.

By: 
Name: John J. Sullivan
Title: Senior Vice President
of Finance and Chief
Financial Officer

TRANS WORLD NEW YORK, LLC

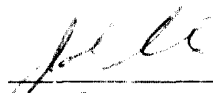
By: 
Name: John J. Sullivan
Title: Senior Vice President
of Finance and Chief
Financial Officer

Exhibit A

TRADEMARKS

Trademarks in company name of: Record Town, Inc.

<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Status/Due Date</u>
Record Town	1451459	8/4/87	Renewal 8/4/07
F.Y.E.	1880186	2/21/95	Decl. of Use 2/21/00-01
For Your Entertainment & Design	1870180	12/27/94	Decl. of Use 12/27/99-00
Tape World (Stylized)	1578306	1/16/90	Renewal 1/16/00
Tape World	1584079	2/20/90	Renewal 2/20/00
Coconuts	1263284	1/3/84	Renewal 1/3/04
Coconuts Music & Video	1503387	9/6/88	Renewal 9/6/08
Coconuts & Design	1240451	5/31/83	Renewal 5/31/03
Coconuts & Design	1240452	5/31/83	Renewal 5/31/03
Saturday Matinee	1600036	6/5/90	Renewal 6/5/00
Kids' Matinee	1839757	6/14/94	Decl. of Use 6/14/99-00
Kids' Matinee & Design	1862132	11/8/96	Decl. of Use 11/8/01-02
Planet Music	1872958	10/10/97	Renewal 10/10/01