

ASSIGNMENT OF TRADEMARKS

THIS AGREEMENT is made and entered into as of this 1st day of August, 1998 between Movies Plus, 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 Royalty, 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, subject to the security interests and liens of Congress Financial Corporation ("Congress") therein, and the Assignor wishes to convey and transfer to the Assignee the Mark(s), and registrations thereof and the associated goodwill, subject to the security interests and liens of Congress Financial therein;

NOW, THEREFORE, in consideration of the mutual agreement herein provided, and other good and valuable considera-

tion, 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, subject to the security interests and liens of Congress, 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.

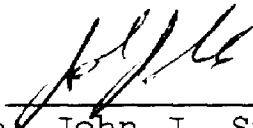
3. Amendment of Agreement. No modification, changes, or additions to this Assignment shall be effective except by written amendment executed by both parties.

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.

MOVIES PLUS, INC.

By: 
Name: John J. Sullivan
Title: Treasurer

TRANS WORLD ROYALTY, LLC
By: RECORD TOWN MICHIGAN,
INC., its sole member

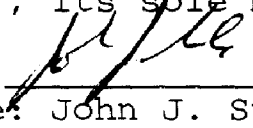
By: 
Name: John J. Sullivan
Title: Treasurer

Exhibit A

TRADEMARKS

Trademarks in company name of: Movies Plus, Inc.

<u>Trademark</u>	<u>Reg. #</u>
MOVIES PLUS SUPER VIDEO CENTER (and design)	1,628,714
MOVIES PLUS	1,624,177