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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

5-7-99



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

1. Name of conveying party(ies):

The Chase Manhattan Bank,
as Agent

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other *Release of Intellectual Property*
- Merger
- Change of Name

Execution Date: *April 22, 1999*

2. Name and address of receiving party(ies):

Name: Camelot Music, Inc.

Internal Address: _____

Street Address: 8000 Freedom Avenue, N.W.

City: North Canton State: OH ZIP: 44720

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Pennsylvania
- Other _____

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

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

A. Trademark Application No.(s)

See Schedule A attached hereto

B. Trademark registration No.(s)

See Schedule A attached hereto

Additional numbers attached? Yes No

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

Name: _____

In _____

Return To **02034 Kg**
National Corporate Research, LTD.
225 W. 34th St., Suite 910
New York, N.Y. 10122
St (800) 221-0102 (212) 947-7200

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$240⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

9. Statement 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.

Victor E. Salerno, III
Name of Person Signing

Victor E. Salerno, III
Signature

4/23/99
Date

Total number of pages comprising cover sheet: 5

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TRADEMARK

REEL: 1893 FRAME: 0114

SCHEDULE A

TRADEMARKS AND TRADEMARK LICENCES

Owner: Camelot Music, Inc.

<u>STATUS</u>	<u>MARK</u>
Registered 07/08/97 Reg. No. 2,077,001	REPEAT PROFORMER
Registered 01/03/95 Reg. No. 1,871,733	CAMELOT REPEAT PROFORMER
Registered 01/30/90 Reg. No. 1,580,802	CAMELOT REPEAT PROFORMANCE
Pending Filed 12/26/95 App. No. 75037350	GET CARDED
Pending Filed 08/16/95 App. No. 74716510	CM (and Design)
Pending Filed 08/17/94 App. No. 74561937	LISTENING POINT...
Pending Filed 05/05/97 App. No. 75286212	NO ONE KNOWS MUSIC BETTER (Stylized)
Pending Filed 05/05/97 App. No. 75286150	CAMELOT MUSIC NO ONE KNOWS MUSIC BETTER (and Design)

RELEASE OF INTELLECTUAL PROPERTY

Release of Intellectual Property (the "Release"), dated as of April 22, 1999, by and among The Chase Manhattan Bank, as Agent ("Agent"), in favor of Camelot Music, Inc. ("Borrower").

R E C I T A L S :

A. Reference is hereby made to that certain Revolving Credit Agreement among Borrower, Agent and the several Lenders from time to time party thereto, dated as of January 27, 1998 (the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings set forth in the Credit Agreement).

B. Borrower and Agent entered into a certain Borrower Security Agreement, dated as of January 27, 1998 and recorded as to Trademarks in the United States Patent and Trademark Office on February 24, 1998 in reel 1706 at frame 0954 (the "Security Agreement"), pursuant to which Borrower granted to Agent a lien on and security interest in certain Collateral (as defined in the Security Agreement) owned by Borrower.

C. Pursuant to that certain Agreement and Plan of Merger by and among Trans World Entertainment Corporation ("Trans World"), CAQ Corporation and Camelot Music Holdings, Inc. ("Holdings"), dated as of October 26, 1998, Holdings and its subsidiaries, including without limitation Borrower, will merge into and with CAQ Corporation, which is a direct wholly-owned subsidiary of Trans World. Subsequent thereto, Trans World will satisfy all of Borrower's Obligations (as defined in the Security Agreement) pursuant to the terms of the Security Agreement.

D. In accordance with the terms of the Security Agreement, Trans World has satisfied all of the outstanding obligations of Borrower, and in connection therewith, Agent and the Lenders have agreed to release their lien on all Collateral pledged by Borrower pursuant to the Security Agreement.

A G R E E M E N T :

Agent hereby releases and terminates all right, title and interest pledged, hypothecated, assigned, transferred, de-

posited and granted to it by Borrower pursuant to the Security Agreement in all Collateral, including, without limitation, the Trademarks identified on Schedule A, annexed hereto and any re-issues, extensions and re-examinations thereof (collectively, the "Released Collateral"), and all liens, security interests, charges or other encumbrances in favor of Agent in the Released Collateral shall hereby terminate and revert to Borrower and all right, title and interest of Agent in the Released Collateral will hereby cease, terminate and become void.

IN WITNESS WHEREOF, this Release has been executed as of the date first written above.

THE CHASE MANHATTAN BANK,
as Agent

By: Lawrence Palumbo, Jr.
Name:
Title: Lawrence Palumbo, Jr.
Vice President