

05-07-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

5-7-99

TF



101032540

Tab settings 0 0 0

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, 99

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

Name: Camelot Distribution Co., Inc. * see attached

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 Delaware
- 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: _____

Return To 2034 kg
National Corporate Research, LTD.
225 W. 34th St., Suite 910
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200

Street: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: _____

21

7. Total fee (37 CFR 3.41): _____ \$ 540⁰⁰

- 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: _____

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

05/13/1999 DNGUYEN 00000315 939144

01 FC:481
02 FC:482

40.00 OP
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Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 1893 FRAME: 0151

* Additional Name(s) and Address(es) of Receiving Parties

Camelot Midwest Region, Inc.,
8000 Freedom Avenue N.W.
North Canton, OH 44720

State of Incorporation - Delaware

Camelot Northeast Region, Inc.
8000 Freedom Avenue N.W.
North Canton, OH 44720

State of Incorporation - Delaware

Camelot Southeast Region, Inc.
8000 Freedom Avenue N.W.
North Canton, OH 44720

State of Incorporation - Delaware

Camelot Western Region, Inc.
8000 Freedom Avenue N.W.
North Canton, OH 44720

State of Incorporation - Delaware

Grapevine Records & Tapes, Inc.
8000 Freedom Avenue N.W.
North Canton, OH 44720

State of Incorporation - Ohio

SCHEDULE A

TRADEMARKS AND TRADEMARK LICENSES

Owner: Camelot Northeast Region, Inc.

	STATUS	MARK
1	Registered 7/25/72 Reg. No. 939,144	LISTENING BOOTH
2	Registered 6/22/82 Reg. No. 1,199,127	MOTHER'S
3	Registered 9/28/82 Reg. No. 1,210,863	MOTHER'S RECORD AND TAPE COMPANY (and Design)
4	Registered 12/16/86 Reg. No. 1,421,531	RECORD WORLD (and Design)
5	Registered 2/28/89 Reg. No. 1,527,503	SQUARE CIRCLE (and Design)
6	Registered 7/20/93 Reg. No. 1,783,699	THE WALL
7	Registered 9/14/82 Reg. No. 1,209,276	WALL TO WALL SOUND & VIDEO (and Design)
8	Registered 1/26/93 Reg. No. 1,749,072	WEE THREE RECORDS
9	Registered 10/3/95 Reg. No. 1,924,227	The Wall Store Design (trade dress)
10	Registered 10/3/95 Reg. No. 1,924,228	THE WALL (and Ceiling Ring Design)
11	Registered 9/26/95 Reg. No. 1,922,618	The Flash Design
12	Registered 4/25/95 Reg. No. 1,891,484	THE WALL (and Flash Design)
13	Registered 4/4/95 Reg. No. 1,887,609	WE GO OUT MIND ON THE MUSIC
14	Registered 1/17/95 Reg. No. 1,874,408	WE GO OUR MIND ON THE MUSIC (and Design)
15	Registered 10/17/95 Reg. No. 1,927,196	THE WALL. LIFETIME MUSIC. GUARANTEED. (and Design)
16	Registered 4/25/95 Reg. No. 1,891,497	The Brain Icon Design
17	Registered 12/23/97 Reg. No. 2,123,401	THE WALL LIFETIME MUSIC GUARANTEE HEAR IT FIRST HEAR IT FOREVER (and Design)
18	Registered 12/23/97 Reg. No. 2,123,400	HEAR IT FIRST HEAR IT FOREVER
19	Registered 12/23/97 Reg. No. 2,123,399	THE WALL LIFE TIME MUSIC GUARANTEE
20	Registered 12/23/97 Reg. No. 2,123,397	THE WALL (and Design)
21	Registered 12/23/97 Reg. No. 2,123,398	BUZZCLUB
	In Use since November, 1996,	HEAR IT FIRST, HAVE IT FOREVER

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 Distribution Co., Inc., Camelot Midwest Region, Inc., Camelot Northeast Region, Inc., Camelot Southeast Region, Inc., Camelot Western Region, Inc., and Grapevine Records and Tapes, Inc. (each as "Guarantor", collectively the "Guarantors").

R E C I T A L S :

A. Reference is hereby made to that certain Revolving Credit Agreement among Camelot Music, Inc. ("Camelot"), 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. The Guarantors and Agent entered into a certain Subsidiaries Security Agreement, dated as of January 27, 1998 and recorded as to Trademarks in the United States Patent and Trademark Office on April 21, 1998 in reel 1718 at frame 08010 (the "Security Agreement"), pursuant to which the Guarantors granted to Agent a lien on and security interest in certain Collateral (as defined in the Security Agreement) owned by the Guarantors.

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 Camelot and the Guarantors, 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 Camelot's Secured 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 the Guarantors, and in connection therewith, Agent and the Lenders have agreed to release their lien on all Collateral pledged by the Guarantors 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, deposited and granted to it by the Guarantors pursuant to the Security Agreement in all Collateral, including, without limitation, the Trademarks identified on Schedule A, annexed hereto and any reissues, 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 the Guarantors 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

STATUS	MARK
Common Law (unregistered)	
In Use since November, 1996 Common Law (unregistered)	GLASS-ENCLOSED LISTENING AREA
In Use since November, 1996 Common Law (unregistered)	THE BRAIN TRADE DRESS
In Use since November, 1996 Common Law (unregistered)	THE WALL TRADE DRESS