

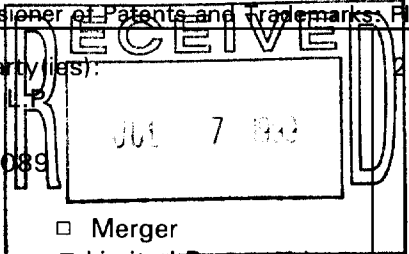


To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 INGRAM DESIGN GROUP, LP
 Two Ingram Boulevard
 La Vergne, Tennessee 37089

Individual(s)
 General Partnership
 Corporation-State
 Other

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



2. Name and address of receiving party(ies):
 Name: INGRAM ENTERTAINMENT INC.
 Internal Address:
 Street Address: Two Ingram Boulevard
 City: La Vergne State: Tennessee ZIP: 37089

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 29, 1999

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 patent number(s):
 A. Trademark Application No.(s) B. Trademark Registration No.(s)
Please see attached list
 Additional numbers attached: Yes No

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

Name: Edward T. Colbert, Esq.
 Internal Address: KENYON & KENYON
 Suite 700
 Street Address: 1500 K Street, N.W.,
 City: Washington State: DC ZIP: 20005

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$365.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 11-0600
 (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.

Anne Grosheitsch
 Name of Person Signing

Anne Grosheitsch
 Signature

July 7, 1999
 Date

Total number of pages, including cover sheet, attachments and document: 6

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE ISSUED</u>
GAMEMASTER	1,198,283	June 15, 1982
GAMEMASTER & DESIGN	1,199,084	June 22, 1982
GAME MASTER & DESIGN	2,020,116	December 3, 1996
MONARCH HOME VIDEO	1,529,439	March 14, 1989
MOVIEWALKER	1,538,052	May 9, 1989
VIDEOPEDIA	1,548,278	July 18, 1989
MOVIE WALKER	1,694,086	June 16, 1992
ENTERTAINMENT UPDATE & DESIGN	1,810,272	December 7, 1993
ENTERTAINMENT PREVIEW	1,843,959	July 5, 1994
POWERZONE	1,960,528	March 5, 1996
ZOO REVIEW	1,992,521	August 13, 1996
VIDEO PREVIEW NOW PLAYING & DESIGN	2,001,127	September 17, 1996
ZOO REVIEW KIDS CLUB & DESIGN	2,007,511	October 15, 1996
INCENTIVES ETC.	2,208,819	December 8, 1998

ASSIGNMENT

WHEREAS, INGRAM DESIGN GROUP L.P., a limited partnership duly organized and existing under the laws of the State of Tennessee, U.S.A., and having a place of business at Two Ingram Boulevard, La Vergne, Tennessee 37089, U.S.A., is the owner of certain United States Trademark and Service Mark Registrations and the marks thereof, as follows:

<u>MARK</u>	<u>REG. NO</u>	<u>DATE ISSUED</u>
GAMEMASTER	1,198,283	June 15, 1982
GAMEMASTER & DESIGN	1,199,084	June 22, 1982
GAME MASTER & DESIGN	2,020,116	December 3, 1996
MONARCH HOME VIDEO	1,529,439	March 14, 1989
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ZOO REVIEW KIDS CLUB & DESIGN	2,007,511	October 15, 1996
INCENTIVES ETC.	2,208,819	December 8, 1998

WHEREAS, pursuant to a merger of IEI Holdings Inc., the sole general partner of INGRAM DESIGN GROUP L.P., into INGRAM ENTERTAINMENT INC., a Tennessee corporation and the sole limited partner of INGRAM DESIGN GROUP L.P., INGRAM DESIGN GROUP L.P. has been dissolved effective June 29, 1999, and all right, title, and interest of INGRAM DESIGN GROUP L.P. in and to each of the above registrations and marks, together with the goodwill of the business in connection with which said marks were used, was transferred to INGRAM ENTERTAINMENT INC. by operation of law;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, said INGRAM DESIGN GROUP L.P., by these presents does sell, assign and transfer unto the said INGRAM ENTERTAINMENT INC., the entire right, title and interest in and to the aforesaid Registration Nos. 1,198,283; 1,199,084; 2,020,116; 1,529,439; 1,538,052; 1,548,278; 1,694,086; 1,810,272; 1,843,959; 1,960,528; 1,992,521; 2,001,127; 2,007,511; and 2,208,819; and the marks thereof, together with the goodwill of the business appurtenant to said marks, the same to as held and enjoyed by the said INGRAM ENTERTAINMENT INC. as fully and entirely as the same would have held by said INGRAM DESIGN GROUP L.P. had such sale, assignment and transfer not been made, which sale, assignment and transfer includes any and all past and present rights which have accrued or may accrue to INGRAM DESIGN GROUP L.P., of any and all kind or nature incident or appertaining to said marks and said registrations and said application thereof and therefor, including the right to sue for and recover any accrued damages for infringement occurring prior to assignment of said marks and said registrations thereof and therefor.

Effective the 29th day of June, 1999.

INGRAM DESIGN GROUP L.P.

By: INGRAM ENTERTAINMENT INC.,
General Partner

By: 

Name: John J. Fletcher

Title: Vice President and General Counsel

f:\idg\assignment from idg\p to iei