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10-30-2000

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RE T



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SHEET NLY U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office 10-12-00

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

1. Name of conveying party(ies): Ingram Entertainment Inc. Two Ingram Boulevard La Vergne, TN 37089
Individual(s) Merger
General Partnership Limited Partnership
Corporation: Tennessee corporation
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): Video Financial Services Inc. Two Ingram Boulevard La Vergne, TN 37089
Individual(s) citizenship: 10-12-2000
Association:
General Partnership:
Limited Partnership:
Corporation-State: Tennessee corporation
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Effective Date: August 2, 1999

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) See attached Exhibit A
Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Edward T. Colbert, Esq.
KENYON & KENYON
1500 K Street, N.W., Suite 700
Washington, DC 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.
Michele Fregoni Signature
October 12, 2000 Date

Total number of pages, including cover sheet, attachments and document: 7

**Exhibit A**

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement (the "Agreement") is made and entered into as of the 2<sup>nd</sup> day of August, 1999, by and between Ingram Entertainment Inc., a Tennessee corporation ("Assignor") and Video Financial Services Inc., a Tennessee corporation and a wholly-owned subsidiary of Assignor ("Assignee").

**RECITALS:**

WHEREAS, Assignor desires to transfer and assign to Assignee all of its right, title and interest to all of its assets owned by Assignor and used or useful in the operation of Assignor's video and games distribution business (the "Distribution Assets"); provided, however, that with respect to intangible assets, the Distribution Assets shall include only those marks described on Exhibit A hereto; and

WHEREAS, Assignee desires to receive and assume all of Assignor's obligations and liabilities related to the Distribution Assets (the "Distribution Liabilities"); and

WHEREAS, Assignor and Assignee intend that the assignment by Assignor of the Distribution Assets and the assumption by Assignee of the Distribution Liabilities qualify as a tax-free transfer pursuant to Section 351 of the Internal Revenue Code of 1986, as amended.

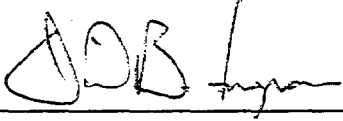
NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee any and all of its rights, title and interests in and to the Distribution Assets, in exchange for the assumption by Assignee of the Distribution Liabilities.
2. Acceptance. Assignee hereby accepts the foregoing assignment and acknowledges receipt of the Distribution Assets and hereby assumes full responsibility from and after the date hereof with respect to all Distribution Liabilities.
3. Governing Law. This Agreement shall be construed in accordance with and, governed by the laws of the State of Tennessee, without regard to its conflict of interest laws.
4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement as of the date first above written.

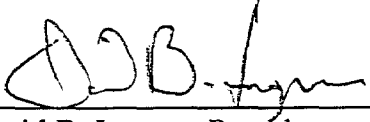
**ASSIGNOR:**

INGRAM ENTERTAINMENT INC.

By:   
David B. Ingram, Chairman and President

**ASSIGNEE:**

VIDEO FINANCIAL SERVICES INC.

By:   
David B. Ingram, President

**EXHIBIT A**

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flklwvnlassign & assumption agr

**RECORDED: 10/12/2000**

**TRADEMARK  
REEL: 002163 FRAME: 0372**