

01-29-2001  
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1.15.01

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
10311999
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Record Town, Inc.

Formerly \_\_\_\_\_

2123401

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Record Town Michigan, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 38 Corporate Circle

Address (line 2) \_\_\_\_\_

Address (line 3) Albany City New York State/Country 12203 Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2123401"/>	<input type="text" value="2123398"/>	<input type="text" value="1924227"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2123400"/>	<input type="text" value="2123397"/>	<input type="text" value="1922618"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2123399"/>	<input type="text" value="1924228"/>	<input type="text" value="1891497"/>

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Kelly Mooney-Lester  
Name of Person Signing

*Kelly Mooney-Lester*  
Signature

1/9/01  
Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0851-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name



Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)




City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

**Trademark Application Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

2169389	<input type="text"/>	<input type="text"/>
2163869	1891484	<input type="text"/>
2077001	1887609	<input type="text"/>
1871733	1874408	<input type="text"/>
1783699	1527503	<input type="text"/>
1421531	1927196	<input type="text"/>
0939144	<input type="text"/>	<input type="text"/>

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made and entered into as of the close of business on October 31, 1999 (the "Effective Date") by and between Record Town, Inc., a New York corporation ("Record Town"), and Record Town Michigan, Inc., a Delaware corporation ("Michigan").

**WHEREAS**, Michigan is a majority owned subsidiary of Record Town; and

**WHEREAS**, Record Town and Michigan are among the parties to a certain Agreement and Plan of Asset Transfer and Reorganization dated as of October 31, 1999 (the "Reorganization Agreement") by and among Record Town, Michigan, Camelot Music Holdings, Inc., a Delaware corporation ("CMHI"), Camelot Music, Inc., a Pennsylvania corporation ("Camelot"), Camelot Midwest Region, Inc., a Delaware corporation ("Midwest"), Camelot Northeast Region, Inc., a Delaware corporation ("Northeast"), Camelot Southeast Region, Inc., a Delaware corporation ("Southeast"), Camelot Western Region, Inc., a Delaware corporation ("Western") (Midwest, Northeast, Southeast and Western sometimes referred to collectively herein as the "Camelot Subsidiaries" and individually herein as a "Camelot Subsidiary"), and Record Town Minnesota, Inc., a Delaware corporation ("Minnesota"); and

**WHEREAS**, Record Town and Michigan are also among the parties to a certain Joint Plan of Reorganization (the "Plan"), a copy of which Plan is attached to the Reorganization Agreement; and

**WHEREAS**, capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Reorganization Agreement; and

**WHEREAS**, pursuant to the Reorganization Agreement and the Plan, Record Town has acquired certain assets from Camelot and the Camelot Subsidiaries in a transaction comporting with Code section 368(a)(1)(C); and

**WHEREAS**, pursuant to the Reorganization Agreement and the Plan, Record Town desires to transfer a portion of those assets to Michigan in a transaction comporting with Code section 368(a)(2)(C), and to effect that transfer as set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the premises and for other good and valuable consideration, it is agreed:

1. **Assignment.** From and after the Effective Date, Record Town hereby assigns, transfers and conveys to Michigan all of Record Town's right, title and interest in and to the Assets, as that term is defined in section 2 hereof.

2. **Assets.** The Assets are defined herein as the following:

a. The leases (the "Leases") and all rights attendant, appurtenant and related thereto, to the stores in the States of Connecticut and Michigan listed in **Schedule A** hereto (the "Connecticut and Michigan Stores");

b. All inventory, equipment, furniture and other personal property situate in any of the Connecticut and Michigan Stores (the "Personalty");

c. All contract rights, accounts and receivables currently used in the operation of the Connecticut and Michigan Stores (the "Non-mark Intangibles"), other than any rights or assets included in the definition of "Camelot Marks" as defined in the following subsection 2d; and

d. All trade marks, service marks and other intellectual property, and all rights, licenses and royalties thereto, formerly belonging to Camelot, and of the Camelot Subsidiaries, or any subsidiaries or predecessors in interest thereof (the "Camelot Marks"), which Camelot Marks are listed on the attached **Schedule B** hereof.

The Assets are assigned and transferred as is, where is, and subject to any liabilities, covenants and conditions currently existing.

3. **Acceptance and Assumption.** From and after the Effective Date, Michigan hereby accepts the Assets and any rights attendant thereto and assumes all liabilities and obligations in connection therewith and agrees to perform all of the terms, conditions and covenants under the Leases, the Camelot Marks and the Non-mark Intangibles.

4. **Amendment.** This Agreement may be amended by an instrument in writing signed on behalf of each of the parties hereto.

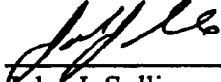
5. **Entire Agreement.** This Agreement, the Reorganization Agreement and the Plan (including the documents and the instruments referred to herein and therein) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

6. **Governing Law.** This Agreement and the legal relations between the parties hereto will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the choice of law principles thereof.

7. **Assignment of this Agreement.** This Agreement and any of the rights, interests or obligations hereunder may only be assigned in writing and upon written consent of both parties. It is hereby acknowledged, understood and agreed that Michigan intends to assign and convey the Camelot Marks to Trans World New York LLC, a New York limited liability company, all of the membership interests of which are held by Michigan. Record Town hereby expressly consents to that assignment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers duly authorized all as of the date first written above.

**RECORD TOWN, INC.**

By:   
\_\_\_\_\_  
John J. Sullivan  
Senior Vice President-Finance,  
Chief Financial Officer and Treasurer

**RECORD TOWN MICHIGAN, INC.**

By:   
\_\_\_\_\_  
Edward W. O'Brien  
Assistant Treasurer

MAC/D-1/TWEC-RT MICHIGAN ASSIGNMENT

Schedule A  
"Camelot Marks"

Camelot Music

<u>Description</u>	<u>Registration No.</u>	<u>Date Issued</u>
Camelot Music No One Knows Music Better (with design)	2169389	6/30/98
No One Knows Music Better (with design)	2163869	6/9/98
Repeat Performer	2077001	7/8/97
Camelot Repeat Performer	1871733	1/3/95 (filings 2000-01)

The Wall Music

The Wall Lifetime Music Guarantee Hear it First. Hear it Forever. (with ear design).	2123401	12/23/97
Hear it First. Hear it Forever.	2123400	12/23/97
The Wall Lifetime Music Guarantee	2123399	12/23/97
BuzzClub	2123398	12/23/97
The Wall (with box type design)	2123397	12/23/97
The Wall. Lifetime Music. Guaranteed. (with simple box design)	1927196	10/17/95 (filings 2000-01)
The Wall (with ceiling ring design)	1924228	10/3/95 (filings 2000-01)
The Wall (with store wall design)	1924227	10/3/95 (filings 2000-01)
The Wall Music, Inc. (flash design with no words)	1922618	9/26/95 (filings 2000-01)
The Wall Music, Inc. (brain icon design with no words)	1891497	4/25/95 (filings 2000-01)

The Wall (with flash design)	1891484	4/25/95 (filings 2000-01)
We got our mind on the music	1887609	4/4/95 (filings 2000-01)
We got our mind on the music (with box design)	1874408	1/17/95 (filings 2000-01)
Square Circle (with design)	1527503	2/28/89 (check expiration)

Wee Tree

The Wall	1783699	7/20/93
Record World (with world design)	1421531	12/16/86
Listening Booth (renewal)	0939144	7/25/92