



5-11-01
Tab settings

To the Honorable Commissioner of F.

101784626

Attached original documents or copy thereof.

1. Name of conveying party(ies):

MTS, INCORPORATED
2500 DEL MONTE, BLDG. C
WEST SACRAMENTO, CA 95691
TAX ID NO. 94-1500342

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

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

3. Nature of conveyance:

5-11-01

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: APRIL 27, 2001

2. Name and address of receiving party(ies)

Name: THE CHASE MANHATTAN BANK, AS
COLLATERAL AGENT

Internal Address: _____

Street Address: P.O. BOX 2558

City: HOUSTON State: TX ZIP: 77252-2558

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State TX
- 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 patent number(s):

A. Trademark Application No.(s)

SEE ATTACHED.

B. Trademark Registration No.(s)

SEE ATTACHED.

Additional numbers attached? Yes No

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

Name: PENELOPE J.A. AGODOA

Internal Address: _____

05/15/2001 BTM 00000049 75270592

OP FID:481 40.00 OP
OP FID:482 1375.00 OP

Street Address: FEDERAL RESEARCH CORPORATION
400 SEVENTH STREET NW, SUITE 101

City: WASHINGTON State: DC ZIP: 20004

6. Total number of applications and registrations involved: 56

7. Total fee (37 CFR 3.41) \$ 1415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 1415E

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

RECEIVED
MAY 11 11 PM '01
ASSIGNMENT SERVICES
DIVISION

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.

SCOTT ROBINSON

Name of Person Signing

Signature

5/7/01

Date

Total number of pages including cover sheet, attachments, and document: 1

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

TRADEMARK
REEL: 002294 FRAME: 0396

MTS, Incorporated

Trademark Status Report (sorted alphabetically)

Case Number: 28784.2400 **Status:** Registered

@TOWER

US United States of America

Application Number: 75270592 **Registration Number:** 2213846
Filing Date: 07-Apr-97 **Registration Date:** 29-Dec-98
Class(es): 35 **Next Renewal Date:** 29-Dec-08
Goods: 35: Retail store services, on-line ordering services, telephone shop-at-home services and mail order catalog services featuring phonograph records, audio/video cassette tapes, compact discs, CD roms, magazines, computer software, all featuring musical content subject matter and clothing.

Case Number: 28784.4680 **Status:** Pending

33RD STREET RECORDS

CA Canada

Application Number: 1091531 **Registration Number:**
Filing Date: 02-Feb-01 **Registration Date:**
Class(es): **Next Renewal Date:**
Goods: Retail store services and telephone, catalog, mail and online ordering services featuring phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, books, magazines, computer software, clothing, laser discs, event tickets and gift certificates.

Application Number: 2069540**Registration Number:****Filing Date:** 02-Feb-01**Registration Date:****Class(es):** 9, 35, 41, 42**Next Renewal Date:****Goods:**

Class 9: Computers, computer hardware, computer peripherals; integrated circuits; electronic publications, and parts and accessories for all the foregoing; computer software; computer hardware and computer software for database management, computer programs; computer software and publications in electronic form supplied on-line from databases, from facilities provided on a global computer network or the internet; interactive computer software, apparatus for searching electronic information from a global computer network or the internet; digital music or images (downloadable) provided from the internet or a global computer network; apparatus for recording, transmission or reproduction of sound or images; musical sound recordings.

Class 35: Advertising; business management; business administration; advertising and marketing services; promotion services; database management services; business information services provided online from a computer database or the internet; composing advertisements for use as web pages; market surveys; analysis of advertising and market research; consultancy, advisory and information services relating to prize draws all provided from a global computer network or the internet; consultancy, advisory and information services relating to mail order services in the field of gifts; consultancy, advisory and information services for retail outlets carried out via a global computer network or the internet; computerized online retail services in the field of gifts; retail sale of a wide variety of goods and services through a global computer network or the internet; mail services featuring a wide variety of goods and services; promoting the goods and services of others by placing advertisements and promotional displays in an electronic site accessed through a global computer network or the internet; on-line ordering services featuring customized music CD's created to order and specification of the customer; retail store services and telephone, catalog, mail and online ordering services featuring phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, books, magazines, computer software, clothing, laser discs, event tickets and gift certificates.

Class 41: Entertainment and education services; electronic publications, digital music or images from a global computer network or the Internet (not downloadable); publication of electronic books and journals on-line; publication of electronic news and bulletins on-line; interactive games, interactive entertainment and competition services and electronic quiz services all provided over a global computer network or the Internet; entertainment services, namely, providing pre-recorded audio compact discs featuring music specifically selected by customers; entertainment services, namely, providing a website

on a global computer network or the internet featuring information in the field of entertainment, movies, motion pictures, computer software, computer hardware, computer games, videos, books, magazines, consumer electronics; providing an on-line database on a global computer network or the internet featuring excerpts of music recordings and videos; information, advisory and consultancy services relating to all the aforesaid.

Class 42: Providing information by means of a global computer network or the Internet; online shopping services; consumer goods and product browsing services; computer services relating to the sale of goods; computerized on-line search and ordering services; graphic design; graphic design for the compilation of web-pages on the internet; creating and maintaining web sites; computer database management; leasing time to computer database; hosting the web sites of others; computer services, namely, providing online magazines and newsletters in the field of entertainment, videos, motion pictures, computer software, computer games, computer hardware, games, books, magazines, consumer electronics; computer services, namely, providing databases and indexes of information, sites and other resources available through the global computer network or the internet pertaining to entertainment, videos, motion pictures, computer software, computer games, computer hardware, games, books, magazines, consumer electronics; computer services, namely, providing database of excerpts of music recordings and videos through a global computer network or the internet; information, advisory and consultancy services relating to all the aforesaid.

33RD STREET RECORDS

JP

Japan

Case Number: 28784.4682

Status: Pending

Application Number: 20018291

Filing Date: 02-Feb-01

Class(es): 35

Goods:

Retail store services and telephone, catalog, mail and online ordering services featuring phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, books, magazines, computer software, clothing, laser discs, event tickets and gift certificates.

Registration Number:

Registration Date:

Next Renewal Date:

TRADEMARK

REEL: 002294 FRAME: 0399

33RD STREET RECORDS
MX Mexico

Case Number: 28784.4683 Status: Pending

Application Number: 469332
Filing Date: 02-Feb-01
Class(es): 42
Goods: Retail store services and telephone, catalog, mail and online ordering services featuring phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, books, magazines, computer software, clothing, laser discs, event tickets and gift certificates.

Registration Number:
Registration Date:
Next Renewal Date:

33RD STREET RECORDS
US United States of America

Case Number: 28784.2680 Status: Pending

Application Number: 76102433
Filing Date: 02-Aug-00
Class(es): 35
Goods: Retail store services and telephone, catalog, mail and online ordering services featuring phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, books, magazines, computer software, clothing, laser discs, event tickets and gift certificates.

Registration Number: 2
Registration Date:
Next Renewal Date:

33RD STREET RECORDS
US United States of America

Case Number: 28784.2720 Status: Pending

Application Number: 76233216
Filing Date: 30-Mar-01
Class(es): 9, 41
Goods: Class 9: Phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, and laser discs featuring music.
Class 35: Music publishing services.

Registration Number: 3
Registration Date:
Next Renewal Date:

AT TOWER RECORDS, THE DIFFERENCE IS
SELECTION

Case Number: 28784.2270 Status: Registered

US United States of America

Application Number: 74716967

Filing Date: 17-Aug-95

Class(es): 42

Goods: 42: Retail store services in the field of records, cassettes, compact discs, videos, cd-rom and video games, clothing, books, magazines and related merchandise.

Registration Number: 2048698

Registration Date: 01-Apr-97

Next Renewal Date: 01-Apr-07

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BAYSIDE

US United States of America

Application Number: 75281376

Filing Date: 24-Apr-97

Class(es): 35

Goods:

Wholesaler distributorship services through warehouses featuring records, cassettes, compact discs, videos, CD-ROM's, books, magazines, computer software and laser discs and related merchandise; electronic retailing services via computer featuring records, cassettes, compact discs, videos, CD-ROM's, books, computer software, laser discs and related merchandise; mail-order catalog services featuring records, cassettes, compact discs, videos, CD-ROM's, books, computer software, laser discs, and related merchandise.

Case Number: 28784.2280 Status: Registered

Registration Number: 2229988

Registration Date: 09-Mar-99

Next Renewal Date: 09-Mar-09

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Case Number: 28784.4708 Status: Published

Case Number: 28784.4708 Status: Pending

BAYSIDE ENTERTAINMENT DISTRIBUTION

AE United Arab Emirates

Application Number: 38529
Filing Date: 25-Sep-00
Class(es): 35
Goods: Distributorship featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs; electronic wholesale services via computer featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs, and related merchandise; mail-order catalogue services featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs and related merchandise.

BAYSIDE ENTERTAINMENT DISTRIBUTION

HK Hong Kong

Application Number: 218542000
Filing Date: 04-Oct-00
Class(es): 35
Goods: Wholesaling and retailing of records, cassettes, compact discs, videos, CD Roms, books, magazines, computer software, clothing and laser discs; electronic retailing services via computer featuring records, cassettes, compact discs, videos, CD Roms, books, magazines, computer software, clothing and laser discs; mailing services of ordering forms and catalogs featuring records, cassettes, compact discs, videos, CD Roms, books, magazines, computer software, clothing and laser discs; all included in Class 35.

BAYSIDE ENTERTAINMENT DISTRIBUTION

JP

Japan

Case Number: 28784.4700

Status: Pending

Application Number: 2000104102

Filing Date: 22-Sep-00

Class(es): 35

Goods:

Distributorship featuring records, cassettes, compact discs, videos, CD ROM's, books, magazines, computer software, clothing and laser discs; electronic retailing services via computer featuring records, cassettes, compact discs, videos, CD ROM's, books, magazines, computer software, clothing and laser discs, and related merchandise; mail-order catalogue services featuring records, cassettes, compact discs, videos, CD ROM's, books, magazines, computer software, clothing and laser discs and related merchandise; advertising; issue of trading stamps; professional business consultancy; market research; commercial sales information supply; management of hotel operations; referral/services personal placement; auctioneering; import-export clearance agencies; commission of newspaper subscription; document reproduction; shorthand; transcription (including stencil-paper writing); operating of electronic calculators/typewriters/telex and the like; document or magnetic-tape filing; reception/information/guidance for building visitors; rental/leasing of publicity materials; rental/leasing of typewriters/copy machines/word processors (office machines and equipment rental).

Registration Number:

Registration Date:

Next Renewal Date:

BAYSIDE ENTERTAINMENT DISTRIBUTION

KR

Korea, South

Case Number: 28784.4702

Status: Pending

Application Number: 200025724

Filing Date: 02-Oct-00

Class(es): 35

Goods:

Distributorship featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs; electronic retailing services via computer featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs, and related merchandise; mail-order catalogue services featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs and related merchandise.

Registration Number:

Registration Date:

Next Renewal Date:

TRADEMARK

REEL: 002294 FRAME: 0403

BAYSIDE ENTERTAINMENT DISTRIBUTION
MX Mexico

Case Number: 28784.4703 Status: Pending

Application Number: 450246
Filing Date: 29-Sep-00
Class(es): 39
Goods: Distributorship featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs.

Registration Number:
Registration Date:
Next Renewal Date:

BAYSIDE ENTERTAINMENT DISTRIBUTION
PA Panama

Case Number: 28784.4704 Status: Pending

Application Number: 112090
Filing Date: 27-Dec-00
Class(es): 35
Goods: Distributorship featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs; electronic retailing services via computer featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs, and related merchandise; mail-order catalogue services featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs and related merchandise.

Registration Number:
Registration Date:
Next Renewal Date:

BAYSIDE ENTERTAINMENT DISTRIBUTION
PH Philippines

Case Number: 28784.4705 Status: Pending

Application Number: 4200008440
Filing Date: 05-Oct-00
Class(es): 35
Goods: Distributorship featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs; electronic retailing services via computer featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs, and related merchandise; mail-order catalogue services featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs and related merchandise.

BAYSIDE ENTERTAINMENT DISTRIBUTION
SG Singapore

Case Number: 28784.4706 Status: Pending

Application Number: T0016789I
Filing Date: 22-Sep-00
Class(es): 35
Goods: Distributorship featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs; electronic retailing services via computer featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs, and related merchandise; mail-order catalogue services featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs and related merchandise.

BAYSIDE ENTERTAINMENT DISTRIBUTION

Case Number: 28784.4707 Status: Pending

TH Thailand

Application Number: 436011
Filing Date: 20-Oct-00
Class(es): 42
Goods: Distributorship; management services of retail of goods; and mail order catalog services.

Registration Number:
Registration Date:
Next Renewal Date:

BAYSIDE ENTERTAINMENT DISTRIBUTION

Case Number: 28784.4709 Status: Pending

TW Taiwan

Application Number: 89071177
Filing Date: 11-Dec-00
Class(es): 35
Goods: Distributorship featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs; electronic wholesale services via computer featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs, and related merchandise; mail-order catalogue services featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs and related merchandise.

Registration Number:
Registration Date:
Next Renewal Date:

Case Number: 28784.4570 Status: Pending

Case Number: 28784.4570

Case Number: 28784.4570

Case Number: 28784.4570

Case Number: 28784.4570

Case Number: 28784.4570

Case Number: 28784.4570

Case Number: 28784.4570

BED & LOGO

CA Canada

Application Number: 1072997

Filing Date: 28-Aug-00

Class(es): Musical sound recordings.

Goods: Musical sound recordings.

BED & LOGO

EU European Community

Application Number: 1830082

Filing Date: 29-Aug-00

Class(es): 9

Goods: Musical sound recordings.

Case Number: 28784.4572

Status: Pending

Registration Number:

Registration Date:

Next Renewal Date:

BED & LOGO
GB

United Kingdom

Case Number: 28784.4575 Status: Pending

Application Number: 2243989

Filing Date: 29-Aug-00

Class(es): 9, 35, 41, 42

Goods:

Registration Number:

Registration Date:

Next Renewal Date:

Class 9: Computers, computer hardware, computer peripherals, integrated circuits, electronic publications, and parts and accessories for all the foregoing; computer software; computer hardware and computer software for database management, computer programs; computer software and publications in electronic form supplied on-line from databases, from facilities provided on a global computer network or the internet; interactive computer software, apparatus for searching electronic information from a global computer network or the internet;

digital music or images (downloadable) provided from the internet or a global computer network; apparatus for recording, transmission or reproduction of sound or images; musical sound recordings;

Class 35: Advertising; business management; business administration; advertising and marketing services; promotion services; database management services; business information services; provided online from a computer database or the internet; composing advertisements for use as web pages; market surveys; analysis of advertising and market research; consultancy, advisory and information services relating to mail order services in the field of gifts; consultancy, advisory and information services for retail outlets carried out via a global computer network or the internet; computerized online retail services in the field of gifts; retail sale of a wide variety of goods and services through a global computer network or the internet; mail order services in the field of gifts; retail sale of a wide variety of goods and services of others by placing advertisements and promotional displays in an electronic site accessed through a global computer network or the internet; on-line ordering services featuring customized music CD's created to order and specification of the customer; online, telephone, catalogue and retail store services in the field of records, cassettes, compact discs, videos, CD-ROM's, computer software, laser discs, DVD's and other recorded music and video, unrecorded video and audio tapes, books, magazines on music and entertainment, clothing, gift certificates and related merchandise.

Class 41: Entertainment and education services; electronic publications, digital music or images from a global computer network or the Internet (not downloadable); publication of electronic books and journals on-line; publication of electronic news and bulletins on-line; interactive games, interactive entertainment and competition services and electronic quiz services all provided over a global computer network or the Internet; entertainment services, namely, providing pre-recorded audio compact discs featuring music specifically selected by customers; entertainment services, namely, providing a website on a global computer network or the internet featuring information in the field of entertainment,

TRADEMARK

REEL: 002294 FRAME: 0409

movies, motion pictures, computer software, computer hardware, computer games, videos, books, magazines, consumer electronics; providing an on-line database on a global computer network or the internet featuring excerpts of music recordings and videos; information, advisory and consultancy services relating to all the aforesaid.

Class 42: Providing information by means of a global computer network or the Internet; on-line shopping services; consumer goods and product browsing services; computer services relating to the sale of goods; computerized on-line search and ordering services; graphic design; graphic design for the compilation of web pages on the Internet; information provided on-line from a global computer network or the Internet; creating and maintaining web sites; computer database management; leasing access time to computer database; hosting the web sites of others; computer services, namely, providing online magazines and newsletters in the field of entertainment, videos, motion pictures, computer software, computer games, computer hardware, games, books, magazines, consumer information, sites and other resources available through a global computer network or the internet pertaining to entertainment, movies, motion pictures, computer software, computer hardware, computer games, videos, books, magazines, consumer electronics; computer services, namely, providing database of excerpts of music recordings and videos through a global computer network or the internet; information, advisory and consultancy services relating to all the aforesaid.

BED & LOGO

JP

Japan

Case Number: 28784.4571 Status: Registered

Application Number: 2000094505

Filing Date: 28-Aug-00

Class(es): 9

Goods:

Registration Number: 4458699

Registration Date: 09-Mar-01

Next Renewal Date: 09-Mar-11

Encoded magnetic cards/sheets/tapes, encoded compact discs and other records, cinematographic films, slide films, slide film mounts, pre-recorded video discs/tapes.

TRADEMARK

REEL: 002294 FRAME: 0410

BED & LOGO

US United States of America

Case Number: 28784.2570 Status: Suspended

Application Number: 75931459
Filing Date: 28-Feb-00
Class(es): 9
Goods: Musical sound recordings.

Registration Number:
Registration Date:
Next Renewal Date:

1

BED BAYSIDE ENTERTAINMENT DISTRIBUTION
(STYLIZED)

US United States of America

Case Number: 28784.2440 Status: Registered

Application Number: 75421993
Filing Date: 22-Jan-98
Class(es): 35
Goods: Distributorship featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing and laser discs; electronic retailing services via computer featuring records, cassettes, compact discs, videos, CD roms, books, computer software, clothing, laser discs, and related merchandise; mail-order catalog services featuring records, cassettes, compact discs, videos, CD roms, books, computer software, clothing, laser discs, and related merchandise.

Registration Number: 2349287
Registration Date: 16-May-00
Next Renewal Date: 16-May-10

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CALAMARI RECORDS

US United States of America

Case Number: 28784.2560 Status: Allowed

Application Number: 75856455
Filing Date: 23-Nov-99
Class(es): 9
Goods: Musical sound recordings.

Registration Number:
Registration Date:
Next Renewal Date:

9

Case Number: 28784.2360

Case Number: 28784.2360

Registration Number: 2121440

Registration Date: 16-Dec-97

Next Renewal Date: 16-Dec-07

Status: Registered

Application Number: 75203174

Filing Date: 25-Nov-96

Class(es): 36

10

Goods: Credit card services, namely, a credit card offering redeemable awards.

Case Number: 28784.2690

Case Number: 28784.2690

Registration Number: 11

Registration Date:

Next Renewal Date:

Status: Pending

Application Number: 76105339

Filing Date: 07-Aug-00

Class(es): 9, 35

Goods: Class 9: Phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, laser discs featuring music.
Class 35: Retail store services and telephone, catalog, mail and online ordering services featuring phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, books, magazines, computer software, clothing, laser discs, event tickets and gift certificates; music publishing services.

COUNTER REVOLUTION

GB United Kingdom

Application Number: 2008089

Filing Date: 18-Jan-95

Class(es): 36, 42, 41

Goods: 36: Charitable fund raising; organization of collections and lotteries.
42: Entertainment services, and organization of exhibitions for cultural and educational purposes.

Case Number: 28784.4230

Case Number: 28784.4230

Registration Number: 2008089

Registration Date: 18-Jan-95

Next Renewal Date: 18-Jan-05

Status: Registered

DESERT ISLAND DISCS

Case Number: 28784.2450

Status: Registered

US United States of America

Application Number: 75405857

Registration Number: 2266463

12

Filing Date: 15-Dec-97

Registration Date: 03-Aug-99

Class(es): 16

Next Renewal Date: 03-Aug-09

Goods: Magazine column featuring information about musical sound recordings, videos and entertainment.

EPULSE

Case Number: 28784.2260

Status: Registered

US United States of America

Application Number: 74707808

Registration Number: 1993203

13

Filing Date: 28-Jul-95

Registration Date: 13-Aug-96

Class(es): 42

Next Renewal Date: 13-Aug-06

Goods: 42: Providing access to online newsletter and magazine featuring articles on the entertainment music and software industries.

EPULSE & DESIGN

Case Number: 28784.2390

Status: Registered

US United States of America

Application Number: 75271138

Registration Number: 2149377

14

Filing Date: 07-Apr-97

Registration Date: 07-Apr-98

Class(es): 42

Next Renewal Date: 07-Apr-08

Goods: 42: Computer services, namely, providing access to on-line newsletter and magazine featuring articles on the entertainment, music and software industries.

GIANORMOUS

Case Number: 28784.4320

GB United Kingdom

Status: Registered

Application Number: 2067378
Registration Number: 2067378
Filing Date: 01-Apr-96
Registration Date: 01-Apr-96
Class(es): 9, 41
Next Renewal Date: 01-Apr-06
Goods: 9: Recording media for or bearing video or audio recordings.
41: Production of video or audio recordings; studio services.

GIANORMOUS

Case Number: 28784.4321

JP Japan

Status: Registered

Application Number: 8144604
Registration Number: 4139936
Filing Date: 20-Dec-96
Registration Date: 24-Apr-98
Class(es): 9
Next Renewal Date: 24-Apr-08
Goods: 9: Electrical communication machines and instruments, records, electronic machines and instruments and parts thereof, motion picture films, slide films, slide film mounts, pre-recorded.

GIANORMOUS

Case Number: 28784.2320

US United States of America

Status: Allowed

Application Number: 75084907
Registration Number: 15
Filing Date: 05-Apr-96
Registration Date:
Class(es): 9, 41
Next Renewal Date:
Goods: Class 9: Musical sound recordings, compact discs and cassettes.
Class 41: Production of musical sound recordings, compact discs and cassettes.

Case Number: 28784.4296

Status: Registered

IT'S A GLOBAL THING

AR Argentina

Application Number: 1996294
Registration Number: 1605533
Filing Date: 22-Aug-95
Registration Date: 04-Jul-96
Class(es): 42
Next Renewal Date: 04-Jul-06
Goods: 42: Retail store services in the field of records, cassettes, compact discs, videos, CD-rom and video games, clothing, books, magazines and related merchandise.

Case Number: 28784.4294

Status: Registered

IT'S A GLOBAL THING

CA Canada

Application Number: 790048
Registration Number: 516730
Filing Date: 11-Aug-95
Registration Date: 22-Sep-99
Class(es):
Next Renewal Date: 22-Sep-14
Goods: Retail store services in the field of records, cassettes, compact discs, videos, CD-ROM and video games, clothing, books, magazines and related merchandise.

Case Number: 28784.4292

Status: Registered

IT'S A GLOBAL THING

GB United Kingdom

Application Number: 2030001
Registration Number: 2030001
Filing Date: 09-Aug-95
Registration Date: 09-Aug-95
Class(es): 9
Next Renewal Date: 09-Aug-05
Goods: Sound and video recording and reproducing apparatus and instruments; video games; video game machines; electrical and electronic amusement apparatus and instruments; communication apparatus and instruments; computers; computer programs and computer software; recording media for or bearing sound and video recordings; and parts and fittings for all the aforesaid goods.

IT'S A GLOBAL THING

HK Hong Kong

Case Number: 28784.4297

Status: Registered

Application Number: 1000995
Registration Number: B19421999
Filing Date: 14-Aug-95
Registration Date: 15-Feb-99
Class(es): 42
Next Renewal Date: 14-Aug-02
Goods: 42: Retail store services in the field of records, cassettes, compact discs, videos, CD-rom and video games, clothing, books, magazines.

IT'S A GLOBAL THING

IE Ireland

Case Number: 28784.4293

Status: Registered

Application Number: 955465
Registration Number: 216259
Filing Date: 01-Jul-96
Registration Date: 01-Jul-96
Class(es): 35
Next Renewal Date: 01-Jul-06
Goods: Retail store services in the field of records, cassettes, compact discs, videos, CD-ROM and video games, clothing, books, magazines.

IT'S A GLOBAL THING

IL Israel

Case Number: 28784.4298

Status: Registered

Application Number: 100042
Registration Number: 100042
Filing Date: 09-Aug-95
Registration Date: 09-Aug-95
Class(es): 42
Next Renewal Date: 09-Aug-02
Goods: 42: Retail store services in the field of records, cassettes, compact discs, videos, CD-rom and video games, clothing, books, magazines and related merchandise.

IT'S A GLOBAL THING

JP Japan

Case Number: 28784.4290

Status: Registered

Application Number: 783751
Registration Number: 4067871
Filing Date: 11-Aug-95
Registration Date: 09-Oct-97
Class(es): 9
Next Renewal Date: 09-Oct-07
Goods: 9: Electrical communication machines and instruments; compact discs, and other records, electronic machines and instruments and parts thereof; machines and instruments for amusement.

IT'S A GLOBAL THING

MX Mexico

Case Number: 28784.4291

Status: Registered

Application Number: 241212
Registration Number: 504860
Filing Date: 25-Aug-95
Registration Date: 25-Aug-95
Class(es): 42
Next Renewal Date: 25-Aug-05
Goods: 42: Retail store services in the field of records, cassettes, compact discs, videos, CD-rom and video games, clothing, books, magazines and related merchandise.

IT'S A GLOBAL THING

TW Taiwan

Case Number: 28784.4295

Status: Registered

Application Number: 84042483
Registration Number: 750910
Filing Date: 22-Aug-95
Registration Date: 01-Mar-97
Class(es): 9
Next Renewal Date: 28-Feb-07
Goods: Records, cassettes, compact discs, videos, CD-rom and video games.

IT'S A GLOBAL THING

TW Taiwan

Case Number: 28784.4299

Status: Registered

Application Number: 84042484
Filing Date: 22-Aug-95
Class(es): 16
Goods: Books, magazines.

Registration Number: 751307
Registration Date: 01-Mar-97
Next Renewal Date: 28-Feb-07

IT'S A GLOBAL THING

US United States of America

Case Number: 28784.2290

Status: Registered

Application Number: 74720812
Filing Date: 22-Aug-95
Class(es): 42
Goods: 42: Retail store services in the field of records, cassettes, compact discs, videos, cd-rom and video games, clothing, books, magazines and related merchandise.

Registration Number: 1995459
Registration Date: 20-Aug-96
Next Renewal Date: 20-Aug-06

MANIA

USCA California

Case Number: 28784.2200

Status: Registered

Application Number:
Filing Date: 28-Mar-90
Class(es): 101
Goods: Retail sales of novelty and gift items.

Registration Number: 36468
Registration Date: 28-Mar-90
Next Renewal Date: 28-Mar-10

TRADEMARK

REEL: 002294 FRAME: 0418

Case Number: 28784.7414 Status: Pending

NO MUSIC, NO LIFE

AE United Arab Emirates

Application Number: 36139
Filing Date: 06-May-00
Class(es): 35
Goods: Mail order, catalog, telephone, online and retail store services featuring phonograph records, audio and video cassette tapes, compact discs, CD roms, video games, clothing, books and magazines.

NO MUSIC, NO LIFE Case Number: 28784.5413 Status: Registered

AR Argentina

Application Number: 2116148
Filing Date: 21-Nov-97
Class(es): 35
Goods: Retail store services, catalog and on-line sales featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing, laser discs, gift certificates.

NO MUSIC, NO LIFE Case Number: 28784.5416 Status: Registered

BO Bolivia

Application Number: 9800195
Filing Date: 20-Jan-98
Class(es): 35
Goods: Retail store services, catalog and on-line sales featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing, laser discs.

Case Number: 28784.5414

NO MUSIC, NO LIFE

BR

Brazil

Status: Published

Registration Number:

820375497

Registration Date:

26-Nov-97

Next Renewal Date:

35

Goods: Retail store services, catalog and on-line sales featuring records, cassettes, compact discs, videos, CD
roms, books, magazines, computer software, clothing, laser discs, gift certificates.

Case Number: 28784.5410

NO MUSIC, NO LIFE

CA

Canada

Status: Registered

Registration Number:

862102

Registration Date:

22-Dec-99

Next Renewal Date:

22-Dec-14

Goods: Retail store services, catalog and on-line sales featuring records, cassettes, compact discs, videos, CD
ROM's, books, magazines, computer software, clothing, laser discs and gift certificates.

Case Number: 28784.5415

NO MUSIC, NO LIFE

CL

Chile

Status: Registered

Registration Number:

521167

Registration Date:

04-Sep-98

Next Renewal Date:

04-Sep-08

Goods: 35: Catalog and on-line sales featuring records, cassettes, compact discs, videos, CD roms, books,
magazines, computer software, clothing, laser discs, gift certificates and related.

TRADEMARK

REEL: 002294 FRAME: 0420

Case Number: 28784.6419 Status: Registered

NO MUSIC, NO LIFE

CL Chile

Application Number: 412419

Registration Number: 522953

Filing Date: 21-Apr-98

Registration Date: 30-Sep-98

Class(es): 9, 16, 25

Next Renewal Date: 30-Sep-08

Goods: 9: Commercial establishment for the sale of goods.

16: Commercial establishment for the sale of goods.

25: Commercial establishment for the sale of goods.

NO MUSIC, NO LIFE

Status: Registered

CO Colombia

Application Number: 97070519

Registration Number: 210924

Filing Date: 02-Dec-97

Registration Date: 31-Jul-98

Class(es): 35

Next Renewal Date: 31-Jul-08

Goods:

35: Retail store services, catalog and on-line sales featuring records, cassettes, compact disc, videos, CD roms, books, magazines, computer software, clothing, laser discs, gift certificates and related merchandise.

NO MUSIC, NO LIFE

Status: Pending

CU Cuba

Application Number: 79898

Registration Number:

Filing Date: 25-May-98

Registration Date:

Class(es): 35

Next Renewal Date:

Goods:

Retail store services, catalog and on-line sales featuring records, cassettes, compact discs, videos, cd roms, books, magazines, computer software, clothing, laser discs, gift certificates and related merchandise.

NO MUSIC, NO LIFE

EC Ecuador

Application Number: 83464

Filing Date: 27-Nov-97

Class(es): 35

Goods: Retail store services, catalog and on-line sales featuring records, cassettes, compact discs, videos, cd roms, books, magazines, computer software, clothing, laser discs, gift certificates.

Registration Number: 51799

Registration Date: 25-May-99

Next Renewal Date: 25-May-09

Case Number: 28784.5419

Status: Registered

NO MUSIC, NO LIFE

EU European Community

Application Number: 691543

Filing Date: 20-Nov-97

Class(es): 9, 16, 25

Goods: Class 9: Sound and video recording and reproducing apparatus and instruments; cameras; video games; video game machines; electrical and electronic amusement apparatus and instruments; communications apparatus and instruments; computers; computer programs and computer software; recording media for or bearing sound and video recordings; CD-ROMs and parts and fittings for all the aforesaid goods.

Registration Number: 691543

Registration Date: 28-Feb-00

Next Renewal Date: 20-Nov-07

Case Number: 28784.5411

Status: Registered

Class 16: Books, magazines and news-papers; printed matter; stationery; posters; photographs; wrapping and packaging materials; carrier bags.
Class 25: Articles of clothing; headgear; footwear.

TRADEMARK

REEL: 002294 FRAME: 0422

NO MUSIC, NO LIFE
GT Guatemala Case Number: 28784.6410 Status: Registered

Application Number: 39162
Filing Date: 04-Dec-97
Class(es): 35
Goods: 35: Retail store services, catalog and on-line sales featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing, laser discs, gift certificates.

NO MUSIC, NO LIFE
HK Hong Kong Case Number: 28784.4410 Status: Registered

Application Number: 722497
Filing Date: 29-May-97
Class(es): 42
Goods: 42: Retail store services, mail order retailing and on-line retailing services; all relating to records, cassettes, compact discs, videos, books, magazines, computer software, clothing, laser discs, compact disc read only memory.

NO MUSIC, NO LIFE
ID Indonesia Case Number: 28784.6411 Status: Registered

Application Number: J981533
Filing Date: 26-Jan-98
Class(es): 35
Goods: 35: Retail store services, catalog and on-line sales featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing, laser discs, gift certificates.

Case Number: 28784.6412

NO MUSIC, NO LIFE

IL

Status: Registered

Israel

Application Number: 117273

Registration Number: 117273

Filing Date: 21-Jan-98

Registration Date: 07-Sep-99

Class(es): 35

Next Renewal Date: 20-Jan-05

Goods:

Retail store services, catalog and on-line sales featuring records, cassettes, compact discs, videos, cd roms, books, magazines, computer software, clothing, laser discs, gift certificates and related merchandise.

NO MUSIC, NO LIFE

Case Number: 28784.4411

JP

Status: Registered

Japan

Application Number: 9121868

Registration Number: 4217934

Filing Date: 29-May-97

Registration Date: 04-Dec-98

Class(es): 9, 16

Next Renewal Date: 04-Dec-08

Goods:

9: Batteries; electrical and magnetic measuring instruments; photographic apparatus and instruments, motion picture apparatus and instruments, optical apparatus and instruments; glasses; electrical communication machines and instruments; pre-recorded magnetic cards, magnetic sheets and magnetic tapes, pre-recorded compact discs, other records; computers (central processing units and electronic circuits, magnetic discs and magnetic tapes in which computer programs are memorized, and other peripherals); other electronic machines and instruments, their parts and fittings; machines and instruments for amusement parks; slot machines; motion picture films, slide films, slide film mounts, pre-recorded video discs and video tapes, vending machines, television game toys for domestic use. 16: Papers; packing containers made of papers; paper towels, paper handkerchiefs; baggage tags; music, magazines, books, newspapers, and other printed matters; paintings and calligraphs; photographs, photostands; cards for playing; stationery; pastes and adhesives for office or domestic use.

TRADEMARK

REEL: 002294 FRAME: 0424

Case Number: 28784.4412

NO MUSIC, NO LIFE

KR

Korea, South

Status: Registered

Application Number: 977413

Registration Number: 46906

Filing Date: 30-May-97

Registration Date: 14-Sep-98

Class(es): 112

Next Renewal Date: 14-Sep-08

Goods:

112: On-line sales featuring records, cassettes, compact discs, video tapes, video discs, CD ROM's, books, magazines, computer software, clothing, laser discs and gift certificates; supermarket management service; market management service.

NO MUSIC, NO LIFE

MO

Macau

Case Number: 28784.6414

Status: Published

Application Number: N3062

Registration Number:

Filing Date: 02-Feb-98

Registration Date:

Class(es): 35

Next Renewal Date:

Goods:

Retail store services, catalog and on-line sales featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing, laser discs, gift certificates.

NO MUSIC, NO LIFE

MX

Mexico

Case Number: 28784.5412

Status: Registered

Application Number: 315040

Registration Number: 607331

Filing Date: 21-Nov-97

Registration Date: 28-Apr-99

Class(es): 42

Next Renewal Date: 21-Nov-07

Goods:

42: Retail store services, catalog and on-line sales featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing, laser discs, gift certificates.

NO MUSIC, NO LIFE
MY Malaysia
Case Number: 28784.4419 Status: Pending

Application Number: 9719301 Registration Number:

Filing Date: 01-Dec-97

Class(es): 35 Registration Date:

Goods: Retail, catalog, and on-line sale of records, cassettes, compact discs, videos, video games, CD roms, books, magazines, computer software, clothing, laser discs and related merchandise.
Next Renewal Date:

NO MUSIC, NO LIFE
PA Panama
Case Number: 28784.7411 Status: Pending

Application Number: 105857 Registration Number:

Filing Date: 03-Mar-00

Class(es): 35 Registration Date:

Goods: Advertising; business management; business administration; office functions; retail store services, mail order catalog services and computerized on-line ordering services featuring phonograph records, audio/video cassette tapes, compact discs, CD-roms.
Next Renewal Date:

NO MUSIC, NO LIFE
PE Peru
Case Number: 28784.6417 Status: Registered

Application Number: 53500 Registration Number: 14136

Filing Date: 09-Dec-97

Class(es): 35 Registration Date: 02-Apr-98

Goods: Services of commercial information agencies related to the operations of acquisitions by catalog and on-line of records, cassettes, compact discs, videos, CD roms, books, magazines.
Next Renewal Date: 02-Apr-08

Case Number: 28784.4413 Status: Pending

NO MUSIC, NO LIFE
PH Philippines

Application Number: 123036
Filing Date: 29-Jul-97
Class(es): 35
Goods: Retail store services, mail order catalog services and computerized on-line ordering services featuring phonograph records, audio/video cassette tapes, compact discs, CD ROMS, books, magazines, computer software, clothing, and laser discs.

NO MUSIC, NO LIFE
PY Paraguay
Case Number: 28784.6415 **Status:** Registered

Application Number: 24178
Filing Date: 27-Nov-98
Class(es): 42
Goods: Retail, catalog, and on-line sale of records, cassettes, compact discs, videos, video games, CD ROM's, books, magazines, computer software, clothing, laser discs and related merchandise.

NO MUSIC, NO LIFE
SG Singapore
Case Number: 28784.4415 **Status:** Published

Application Number: T9706619G
Filing Date: 04-Jun-97
Class(es): 16
Goods: Books; magazines and other printed material on music and entertainment; shopping (carrier) bags of card or paper; gift certificates, postcards, stationery, packaging and posters.

Case Number: 28784.7410

Status: Pending

NO MUSIC, NO LIFE

SG Singapore

Application Number: T9901689H

Filing Date: 24-Feb-99

Class(es): 35

Goods: Retail services with respect to records, cassettes, compact discs, videos, CD-ROMs, computer software, laser discs, DVDs and other recorded music and video, unrecorded video and audio tapes, books, magazines on music and entertainment, clothing, gift certificates and related merchandise.

Registration Number:

Registration Date:

Next Renewal Date:

Status: Registered

Case Number: 28784.2410

NO MUSIC, NO LIFE

US United States of America

Application Number: 75295264

Filing Date: 20-May-97

Class(es): 35

Goods: 35: Retail store services, mail order catalog services and computerized on-line ordering services featuring phonograph records, audio/video cassette tapes, compact discs, CD roms.

Registration Number: 2225107

Registration Date: 23-Feb-99

Next Renewal Date: 23-Feb-09

17

NO MUSIC, NO LIFE

VE Venezuela

Application Number: 9724392

Filing Date: 01-Dec-97

Class(es): 35

Goods: Retail store services, catalog and on-line sales featuring records, cassettes, compact discs, videos, CD roms, books, magazines, computer software, clothing, laser discs, gift certificates.

Registration Number: S14697

Registration Date: 08-Jan-99

Next Renewal Date: 08-Jan-09

Case Number: 28784.6418

Status: Registered

TRADEMARK

REEL: 002294 FRAME: 0428

NO RISK DISC

Case Number: 28784.4605

Status: Published

AR Argentina

Application Number: 2304117 Registration Number:

Filing Date: 28-Aug-00 Registration Date:

Class(es): 35 Next Renewal Date:

Goods: Online, telephone, catalog and retail store services in the field of records, cassettes, compact discs, videos, CD-rom, video games, clothing, books, magazines and other related merchandise.

NO RISK DISC

Case Number: 28784.4601

Status: Pending

CA Canada

Application Number: 1072996 Registration Number:

Filing Date: 28-Aug-00 Registration Date:

Class(es): Next Renewal Date:

Goods: Online, telephone, catalog and retail store services in the field of records, cassettes, compact discs, videos, CD-rom, video games, clothing, books, magazines and other related merchandise.

NO RISK DISC

Case Number: 28784.4600

Status: Published

EU European Community

Application Number: 001538446 Registration Number:

Filing Date: 29-Feb-00 Registration Date:

Class(es): 35 Next Renewal Date:

Goods: Advertising; business management; business administration; office functions; information and advice relating to provision of online, telephone, catalog and retail store services in the field of records, cassettes, compact discs, videos, CD-rom, video games, clothing, books, magazines and other related merchandise.

Case Number: 28784.4602 Status: Pending

NO RISK DISC

JP Japan

Application Number: 2000094506

Filing Date: 28-Aug-00

Class(es): 35

Goods: Online, telephone, catalog and retail store services in the field of records, cassettes, compact discs, videos, CD-rom, video games, clothing, books, magazines and other related merchandise, advertising, commercial sales information supply.

Registration Number:

Registration Date:

Next Renewal Date:

NO RISK DISC

MX Mexico

Application Number: 444535

Filing Date: 28-Aug-00

Class(es): 42

Goods: Online, telephone, catalog and retail store services in the field of records, cassettes, compact discs, videos, CD-rom, video games, clothing, books, magazines and other related merchandise.

Registration Number: 681087

Registration Date: 14-Dec-00

Next Renewal Date: 28-Aug-10

Case Number: 28784.4604 Status: Registered

NO RISK DISC

US United States of America

Application Number: 75931044

Filing Date: 28-Feb-00

Class(es): 35

Goods: Online retail, telephone shop at home, catalog and retail store services, namely records, cassettes, compact discs, videos, CD-rom and video games for entertainment.

Registration Number:

Registration Date:

Next Renewal Date:

Case Number: 28784.2600 Status: Pending

18

Case Number: 28784.4224 Status: Registered

PASS
CN

China

Application Number:

904292

Filing Date:

28-Nov-96

28-Nov-96

Class(es):

16

27-Nov-06

Goods: Magazines and periodicals relating to the music and entertainment industries and all other goods in international class 16.

PASS
HK

Hong Kong

Application Number:

9413424

109891996

Filing Date:

14-Nov-94

15-Nov-94

Class(es):

16

14-Nov-01

Goods: 16: Printed matter and publications; magazines and periodicals; printed forms; all relating to the music and entertainment industries; all included in class 16.

PASS
KR

Korea, South

Application Number:

9445896

339693

Filing Date:

16-Nov-94

16-May-96

Class(es):

52

16-May-06

Goods: 52: Magazines and periodicals relating to the music and entertainment industries and all other goods in class.

PASS
TH

Thailand

Case Number:

28784.4222

Status: Registered

Application Number: 278157 **Registration Number:** 31530
Filing Date: 23-Dec-94 **Registration Date:** 23-Dec-94
Class(es): 16 **Next Renewal Date:** 23-Dec-04
Goods: 16: Magazines and periodicals relating to the music and entertainment industries in international class 16.

PASS **Case Number:** 28784.4220 **Status:** Registered

TW Taiwan

Application Number: 83069500 **Registration Number:** 707229
Filing Date: 16-Nov-94 **Registration Date:** 16-Feb-96
Class(es): 16 **Next Renewal Date:** 15-Feb-06
Goods: 16: Magazines and periodicals relating to the music and entertainment industries.

PULSE **Case Number:** 28784.4060 **Status:** Registered

CA Canada

Application Number: 625359 **Registration Number:** 398614
Filing Date: 13-Feb-89 **Registration Date:** 28-May-92
Class(es): 16 **Next Renewal Date:** 28-May-07
Goods: Printed publications, namely magazines, pamphlets, flyers and catalogues specifically directed to the music industry.

PULSE **Case Number:** 28784.2710 **Status:** Pending

US United States of America

19

Application Number: 76233887
Filing Date: 28-Mar-01
Class(es): 16
Goods: Printed and online magazine about the recording and musical entertainment industry.

Registration Number:
Registration Date:
Next Renewal Date:

PULSE! (STYLIZED)

US United States of America

Case Number: 28784.2060

Status: Registered

Application Number: 73455437
Filing Date: 05-Dec-83
Class(es): 16
Goods: 16: Magazine about the recording and musical entertainment industry.

Registration Number: 1380333
Registration Date: 28-Jan-86
Next Renewal Date: 28-Jan-06

20

PULSE! LATINO

AR Argentina

Case Number: 28784.4542

Status: Published

Application Number: 2250841
Filing Date: 08-Nov-99
Class(es): 16
Goods: Printed matter, namely, magazine about the recording and musical entertainment industry.

Registration Number:
Registration Date:
Next Renewal Date:

PULSE! LATINO

BO Bolivia

Case Number: 28784.4543

Status: Registered

Application Number: 89857 **Registration Number:** 80770
Filing Date: 04-Nov-99 **Registration Date:** 11-Aug-00
Class(es): 16 **Next Renewal Date:** 11-Aug-10
Goods: Printed matter, namely, magazine about the recording and musical entertainment industry.

PULSE! LATINO **Case Number:** 28784.4544 **Status:** Published
BR Brazil

Application Number: 821776975 **Registration Number:**
Filing Date: 09-Nov-99 **Registration Date:**
Class(es): 16 **Next Renewal Date:**
Goods: Printed matter, namely, magazine about the recording and musical entertainment industry.

PULSE! LATINO **Case Number:** 28784.4540 **Status:** Pending
CA Canada

Application Number: 1035855 **Registration Number:**
Filing Date: 12-Nov-99 **Registration Date:**
Class(es): **Next Renewal Date:**
Goods: Magazines, magazines about the recording and musical entertainment industry; Publication of magazines, and publication of magazines about the recording and musical entertainment industry.

PULSE! LATINO **Case Number:** 28784.5545 **Status:** Opposed
CL Chile

Application Number: 480255
Filing Date: 08-Nov-99
Class(es): 42
Goods: Printed matter, namely, magazine about the recording and musical entertainment industry.

Registration Number:
Registration Date:
Next Renewal Date:

PULSE! LATINO
CL Chile

Case Number: 28784.5546

Status: Opposed

Application Number: 480256
Filing Date: 08-Nov-99
Class(es): COMMERCIAL
Goods:

Registration Number:
Registration Date:
Next Renewal Date:

PULSE! LATINO
CO Colombia

Case Number: 28784.4546

Status: Opposed

Application Number: 28296
Filing Date: 17-Apr-00
Class(es): 16
Goods: A magazine about the musical entertainment industry.

Registration Number:
Registration Date:
Next Renewal Date:

PULSE! LATINO
CU Cuba

Case Number: 28784.4547

Status: Pending

Application Number: 188999
Registration Number:
Filing Date: 18-Nov-99
Registration Date:
Class(es): 16
Next Renewal Date:
Goods: Printed matter, namely, magazine about the recording and musical entertainment industry.

PULSE! LATINO
EC Ecuador
Case Number: 28784.4548
Status: Opposed

Application Number: 99830
Registration Number:
Filing Date: 04-Nov-99
Registration Date:
Class(es): 16
Next Renewal Date:
Goods: Printed matter, namely, magazine about the recording and musical entertainment industry.

PULSE! LATINO
GT Guatemala
Case Number: 28784.4549
Status: Registered

Application Number: 199909523
Registration Number: 109082
Filing Date: 23-Nov-99
Registration Date: 05-Feb-01
Class(es): 16
Next Renewal Date: 05-Feb-11
Goods: Paper and paper articles, cardboard and cardboard articles; printed, dailies and newspapers, books; binding articles; photographs, (adhesive materials for paper); materials for artists; paintbrushes; typewriters and office machines (excepting furnitures)

PULSE! LATINO
MX Mexico
Case Number: 28784.4541
Status: Registered

Application Number: 398211
Filing Date: 09-Nov-99
Class(es): 16
Goods: Printed matter, namely, magazine about the recording and musical entertainment industry.

Registration Number: 635698
Registration Date: 01-Dec-99
Next Renewal Date: 09-Nov-09

PULSE! LATINO
PA Panama

Case Number: 28784.5544 **Status:** Pending

Application Number: 105860
Filing Date: 03-Mar-00
Class(es): 16
Goods: Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artist's brushes; typewriters and office requisites (except furniture); instructional and teaching materials (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printer's type; printing blocks; printed matter, namely, magazine about the recording and musical entertainment industry.

Registration Number:
Registration Date:
Next Renewal Date:

PULSE! LATINO
PE Peru

Case Number: 28784.5541 **Status:** Registered

Application Number: 94691
Filing Date: 08-Nov-99
Class(es): 16
Goods: Printed matter, namely, magazine about the recording and musical entertainment industry.

Registration Number: 60982
Registration Date: 31-Jan-00
Next Renewal Date: 31-Jan-10

PULSE! LATINO
PY Paraguay

Case Number: 28784.5540 **Status:** Registered

Application Number: 9924864 **Registration Number:** 230753
Filing Date: 05-Nov-99 **Registration Date:** 05-Dec-00
Class(es): 16 **Next Renewal Date:** 05-Dec-10
Goods: Printed matter, namely, magazine about the recording and musical entertainment industry; and all other goods in this class.

PULSE! LATINO **Case Number:** 28784.2540 **Status:** Suspended
US United States of America

Application Number: 75845942 **Registration Number:** 21
Filing Date: 10-Nov-99 **Registration Date:**
Class(es): 16 **Next Renewal Date:**
Goods: Printed matter, namely, magazine about the recording and musical entertainment industry.

PULSE! LATINO **Case Number:** 28784.5542 **Status:** Registered
UY Uruguay

Application Number: 318373 **Registration Number:** 318373
Filing Date: 12-Nov-99 **Registration Date:** 16-Jun-00
Class(es): 16 **Next Renewal Date:** 16-Jun-10
Goods: Printed matter, namely, magazine about the recording and musical entertainment industry.

PULSE! LATINO **Case Number:** 28784.5543 **Status:** Registered
VE Venezuela

Application Number: 2099599
Filing Date: 03-Dec-99
Class(es): 16
Goods: Printed matter, namely, magazine about the recording and musical entertainment industry.

Registration Number: 2099599
Registration Date: 28-Sep-00
Next Renewal Date: 28-Sep-10

REWOT
CA

Case Number: 28784.4530 **Status:** Pending

Canada

Application Number: 1072995
Filing Date: 28-Aug-00
Class(es):
Goods:

Registration Number:
Registration Date:
Next Renewal Date:

Online, telephone, catalog and retail store services in the field of records, cassettes, compact discs, videos, CD-roms, computer software, laser discs, DVD's and other recorded music and video, unrecorded video and audio tapes, books, magazines on music and entertainment, clothing, gift certificates and related merchandise.

REWOT
EU

European Community

Case Number: 28784.4531 **Status:** Pending

Application Number:

1830603

Filing Date:

29-Aug-00

Class(es):

9, 35, 41, 42

Goods:

Class 9: Computers, computer hardware, computer peripherals, integrated circuits, electronic publications, and parts and accessories for all the foregoing; computer software; computer hardware and computer software for database management; computer programs; computer software and publications in electronic form supplied on-line from databases, from facilities provided on a global computer network or the Internet; interactive computer software, apparatus for searching electronic information from a global computer network or the Internet; digital music or images (downloadable) provided from the Internet or a global computer network; apparatus for recording, transmission or reproduction of sound or images; musical sound recordings.

Class 35: Advertising; business management; business administration; advertising and marketing services; promotion services; database management services; business information services provided online from a computer database or the Internet; composing advertisements for use as web pages; market surveys; analysis of advertising response and market research; consultancy, advisory and information services relating to prize draws all provided from a global computer network or the Internet; computerized online retail services in the field of gifts; retail sale of a wide variety of goods and services through a global computer network or the Internet; mail order services featuring a wide variety of goods and services; telephone order services featuring a wide variety of consumer goods and services; promoting the goods and services of others by placing advertisements and promotional displays on an electronic site accessed through a global computer network or the Internet; on-line ordering service featuring customized music CD's created to order and specification of the customer; online, catalog and retail store services in the field of records, cassettes, compact discs, videos, CD-rom's, computer software, laser discs, DVD's and other recorded music and video, unrecorded video and audio tapes, books, magazines on music and entertainment, clothing, gift certificates and related merchandise; on-line shopping services; consumer goods and product browsing services; computer services relating to the sale of goods; computerized on-line search and ordering services; computer database management.

Class 41: Entertainment and education services; electronic publications, digital music or images from the Internet or a global computer network (not downloadable); publication of electronic books and journals on-line; publication of electronic news and bulletins on-line; interactive games, interactive entertainment and competition services and electronic quiz services all provided over a global computer network or the Internet; entertainment services, namely, providing pre-recorded audio compact discs featuring music specifically selected by customers; entertainment services, namely, providing a website on a global computer network or the Internet featuring information in the field of entertainment, movies, motion pictures, computer software, computer hardware, computer games, videos, books,

TRADEMARK

REEL: 002294 FRAME: 0440

magazines, consumer electronics; providing an on-line database on a global computer network or internet featuring excerpts of music recordings and videos; information, advisory and consultancy services relating to all the aforesaid; computer services, namely, providing online magazines and newsletters in the field of entertainment, videos, motion pictures, computer software, computer games, computer hardware, games, books, magazines, consumer electronics; computer services, namely, providing databases and indexes of information, sites and other resources available through a global computer network or the Internet pertaining to entertainment, movies, motion pictures; computer services, namely, providing database of excerpts of music recordings and video through a global computer network or the Internet.

Class 42: Providing information by means of a global computer network or the Internet; graphic design; graphic design for the compilation of web-pages on the Internet; creating and maintaining web sites; leasing access time to a computer database; hosting the web sites of others; computer software, computer hardware; information, advisory and consultancy services relating to all the aforesaid.

REWOT
US

United States of America

Case Number: 28784.2530 Status: Allowed

Application Number: 75931471

Filing Date: 28-Feb-00

Class(es): 35

Goods:

Online, telephone, catalog and retail store services in the field of records, cassettes, compact discs, CD-rom's, computer software, laser discs, DVD's and other recorded music and video, unrecorded video and audio tapes, books, magazines on music and entertainment, clothing, gift certificates and related merchandise.

Registration Number:

Registration Date:

Next Renewal Date:

REWOT
US

United States of America

Case Number: 28784.2670 Status: Published

Application Number: 76101310

Registration Number:

22

Filing Date: 01-Aug-00
Class(es): 9, 41
Registration Date:
Next Renewal Date:

Goods: Class 9: Phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, and laser discs featuring music.
Class 41: Music publishing services.

ROSE RECORDS
US United States of America
Case Number: 28784.2340
Status: Registered

Application Number: 75124001
Filing Date: 24-Jun-96
Class(es): 9
Registration Number: 2126723
Registration Date: 06-Jan-98
Next Renewal Date: 06-Jan-08
Goods: Prerecorded audio tapes, audio-video tapes, compact discs and phonograph records, all featuring music.

ROSE RECORDS
US United States of America
Case Number: 28784.2490
Status: Registered

Application Number: 73278614
Filing Date: 22-Sep-80
Class(es): 42
Registration Number: 1188221
Registration Date: 26-Jan-82
Next Renewal Date: 26-Jan-02
Goods: 42: Retail record store services and mail order record services.

ROSE RECORDS & DESIGN
GB United Kingdom
Case Number: 28784.4350
Status: Registered

Application Number: 2105932
Registration Number: 2105932

Filing Date: 24-Jul-96 **Registration Date:** 24-Apr-96
Class(es): 9 **Next Renewal Date:** 24-Jul-06
Goods: 9: Sound and video recording and reproducing apparatus and instruments; recording media for or bearing sound and video recordings; video games; and parts and fittings for all the aforementioned.

ROSE RECORDS and Design **Case Number:** 28784.4351 **Status:** Registered
JP Japan

Application Number: 8122672 **Registration Number:** 4394665
Filing Date: 30-Oct-96 **Registration Date:** 23-Jun-00
Class(es): 9 **Next Renewal Date:** 23-Jun-10
Goods: Electrical communication machines and instruments, records, electronic machines and instruments and parts thereof, pre-recorded discs and videotapes.

ROSE RECORDS AND DESIGN **Case Number:** 28784.2350 **Status:** Registered
US United States of America

Application Number: 75123936 **Registration Number:** 2126722 25
Filing Date: 12-Jul-96 **Registration Date:** 06-Jan-98
Class(es): 9 **Next Renewal Date:** 06-Jan-08
Goods: 9: Prerecorded audio tapes, audio-video tapes, compact discs and phonograph records, all featuring music.

SOLOMON DUBNICK GALLERY **Case Number:** 28784.2170 **Status:** Registered
US United States of America

Application Number: 74487066
Filing Date: 07-Feb-94
Class(es): 42
Goods: Art gallery services.

Registration Number: 1875714
Registration Date: 24-Jan-95
Next Renewal Date: 24-Jan-05

26

SOLOMON DUBNICK PRESS

US United States of America

Case Number: 28784.2250

Status: Registered

Application Number: 74707810
Filing Date: 28-Jul-95
Class(es): 41
Goods: 41: Publication of books.

Registration Number: 2062095
Registration Date: 13-May-97
Next Renewal Date: 13-May-07

27

SUPER SHNOZZ

GB United Kingdom

Case Number: 28784.4330

Status: Registered

Application Number: 2068833
Filing Date: 16-Apr-96
Class(es): 41
Goods: Publishing services.

Registration Number: 2068833
Registration Date: 16-Apr-96
Next Renewal Date: 16-Apr-06

SUPER SHNOZZ

US United States of America

Case Number: 28784.2630

Status: Published

Application Number: 76027386

Registration Number:

28

Filing Date: 17-Apr-00
Class(es): 41
Goods: Music publishing services.

Registration Date:
Next Renewal Date:

T.E.N. US United States of America
Case Number: 28784.2370
Status: Allowed

Application Number: 75221704
Filing Date: 06-Jan-97
Class(es): 35
Goods: Retail store services available through computer communications and interactive cable television, featuring phonograph recordings, audio tape cassettes, compact discs, video tape cassettes, video and musical sound recordings on CD-ROMs, computer software, and video game software.

Registration Number:
Registration Date:
Next Renewal Date:

24

THE BEST PLACE TO BUY MUSIC. PERIOD.

AR Argentina

Case Number: 28784.4594
Status: Published

Application Number: 2304119
Filing Date: 28-Aug-00
Class(es): 35
Goods: Retail sale of a wide variety of consumer goods and services through a global computer network; mail order services featuring a wide variety of consumer goods and services; telephone order services featuring a wide variety of consumer goods and services; promoting goods and services of others by placing advertisement and promotional displays on an electronic site accessed through a global computer network.

Registration Number:
Registration Date:
Next Renewal Date:

THE BEST PLACE TO BUY MUSIC. PERIOD.

CA Canada

Case Number: 28784.4590
Status: Pending

Application Number: 1072994
Registration Number:

28-Aug-00

Filing Date:

Class(es):

Goods:

Registration Date:

Next Renewal Date:

Retail sale of a wide variety of goods and services through a global computer network; mail order services featuring a wide variety of goods and services; telephone order services featuring a wide variety of goods and services; promoting goods and services of others by placing advertisement and promotional displays in an electronic site accessed through a global computer network; Entertainment services, namely, providing prerecorded audio compact discs featuring music specifically selected by customers;

Computer services, namely, providing online magazines and newsletters in the field of entertainment, videos, motion pictures, computer software, computer games, computer hardware, games, books, magazines, consumer electronics; computer services, namely, providing databases and indexes of information, sites and other resources available through a global computer network pertaining to entertainment, movies, motion pictures, computer software, computer hardware, computer games, videos, books, magazines, consumer electronics; computer services, namely, providing databases of excerpts of music recordings and videos through a global computer network.

THE BEST PLACE TO BUY MUSIC. PERIOD.

EU European Community

Case Number: 28784.4592

Status: Pending

Application Number: 1829589

Registration Number:

Filing Date: 29-Aug-00

Registration Date:

Class(es): 9, 35, 41, 42

Next Renewal Date:

Goods:

Class 35: Retail sale of a wide variety of consumer goods and services through a global computer network; mail order services featuring a wide variety of consumer goods and services; telephone order services featuring a wide variety of consumer goods and services; promoting goods and services of others by placing advertisement and promotional displays on an electronic site accessed through a global computer network.

Class 41: Entertainment services, namely, providing prerecorded audio compact discs featuring music specifically selected by customers.

Class 42: Computer services, namely, providing online magazines and newsletters in the field of entertainment, videos, motion pictures, computer software, computer games, computer hardware, games, books, magazines, consumer electronics; computer services, namely, providing databases and indexes of information, sites and other resources available through a global computer network pertaining to entertainment, movies, motion pictures, computer software, computer hardware,

TRADEMARK

REEL: 002294 FRAME: 0446

computer games, videos, books, magazines, consumer electronics; computer services, namely, providing database of excerpts of music recordings and videos through a global computer network.

THE BEST PLACE TO BUY MUSIC. PERIOD.

JP

Japan

Case Number: 28784.4591 Status: Pending

Application Number: 2000094504

Registration Number:

Filing Date: 28-Aug-00

Registration Date:

Class(es): 35, 41, 42

Next Renewal Date:

Goods:

Class 35: Retail sale of goods and services through a global computer network; mail order services of goods and services; telephone order services of goods and services; promoting the goods and services of others by placing advertisement and promotional displays in an electronic site accessed through a global computer network, promoting sales of goods/services, advertising, professional business consultancy, marketing research, commercial sales information supply.

Class 41: Entertainment, entertainment information, providing prerecorded audio compact disc.

Class 42: Providing online magazines and newsletters, providing databases and indexes of information, sites and other resources available through a global computer network, providing database of excerpts of music recordings and videos through a global computer network and other computer services.

THE BEST PLACE TO BUY MUSIC. PERIOD.

MX

Mexico

Case Number: 28784.4593

Status: Registered

Application Number: 444539

Registration Number: 681090

Filing Date: 28-Aug-00 **Registration Date:** 14-Dec-00
Class(es): 35 **Next Renewal Date:** 28-Aug-10
Goods: Retail sale of a wide variety of consumer goods and services through a global computer network; mail order services featuring a wide variety of consumer goods and services; telephone order services featuring a wide variety of consumer goods and services; promoting goods and services of others by placing advertisement and promotional displays on an electronic site accessed through a global computer network.

THE BEST PLACE TO BUY MUSIC. PERIOD. **Case Number:** 28784.4595 **Status:** Pending

MX

Mexico

Application Number: 444540 **Registration Number:**

Filing Date: 28-Aug-00 **Registration Date:**

Class(es): 42 **Next Renewal Date:**

Goods: Computer services, namely, providing online magazines and newsletters in the field of entertainment, videos, motion pictures, computer software, computer games, computer hardware, games, books, magazines, consumer electronics; computer services, namely, providing databases and indexes of information, sites and other resources available through a global computer network pertaining to entertainment, movies, motion pictures, computer software, computer hardware, computer games, videos, books, magazines, consumer electronics; computer services, namely, providing database of excerpts of music recordings and videos through a global computer network.

THE BEST PLACE TO BUY MUSIC. PERIOD.

US United States of America

Case Number: 28784.2590 **Status:** Pending

Application Number: 75929573

Registration Number:

30

Registration Date:
Next Renewal Date:

28-Feb-00
35, 41, 42

Class 35: Providing retail store services of a wide variety of consumer goods and services through a global computer network; mail order services featuring a wide variety of consumer goods and services; telephone order services featuring a wide variety of consumer goods and services; promoting goods and services of others by placing advertisement and promotional displays on an electronic site accessed through a global computer network.

Class 41: Entertainment services, namely, providing prerecorded audio compact discs featuring music specifically selected by customers.

Class 42: Computer services, namely, providing online magazines and newsletters in the field of entertainment, videos, motion pictures, computer software, computer games, computer hardware, games, books, magazines, consumer electronics; computer services, namely, providing databases and indexes of information, sites and other resources available through a global computer network pertaining to entertainment, movies, motion pictures, computer software, computer hardware, computer games, videos, books, magazines, consumer electronics; computer services, namely, providing database of excerpts of music recordings and videos through a global computer network.

Filing Date:
Class(es):
Goods:

Case Number: 28784.4240 **Status:** Registered

THE TOWER DIFFERENCE IS SELECTION

GB United Kingdom

Registration Number: 2010873
Registration Date: 01-Feb-95
Next Renewal Date: 01-Feb-05

Application Number: 2010873
Filing Date: 01-Feb-95
Class(es): 9
Goods: 9: Recording media of or bearing sound and video recordings including cd-roms; video games.

Case Number: 28784.2240 **Status:** Registered

THE TOWER DIFFERENCE IS SELECTION

US United States of America

Registration Number: 1991259 31

Application Number: 74712671

Filing Date: 08-Aug-95 **Registration Date:** 06-Aug-96
Class(es): 42 **Next Renewal Date:** 06-Aug-06
Goods: Retail store services in the field of records, cassettes, compact discs, videos, cd-rom and video games, clothing, books, magazines and related merchandise.

TOP **Case Number:** 28784.4211 **Status:** Pending
EU European Community

Application Number: 001538537 **Registration Number:**
Filing Date: 29-Feb-00 **Registration Date:**
Class(es): 16 **Next Renewal Date:**
Goods: Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; printing blocks; magazines and periodicals relating to the music and entertainment industry.

TOP **Case Number:** 28784.4210 **Status:** Registered
IE Ireland

Application Number: 946048 **Registration Number:** 166124
Filing Date: 03-Oct-94 **Registration Date:** 03-Oct-96
Class(es): 16 **Next Renewal Date:** 03-Oct-01
Goods: Magazines and periodicals relating to the music and entertainment industry and all other goods in this class.

TOWER **Case Number:** 28784.9104 **Status:** Pending
AE United Arab Emirates

Application Number: 36135 **Registration Number:**
Filing Date: 06-May-00 **Registration Date:**
Class(es): 35 **Next Renewal Date:**
Goods: Mail order, catalog, telephone, online and retail store services featuring phonograph records, audio and video cassette tapes, compact discs, CD roms, video games, clothing, books and magazines.

TOWER **Case Number:** 28784.9106 **Status:** Pending

AE United Arab Emirates

Application Number: 36140 **Registration Number:**
Filing Date: 06-May-00 **Registration Date:**
Class(es): 42 **Next Renewal Date:**
Goods: Café services.

TOWER **Case Number:** 28784.4103 **Status:** Registered

AT Austria

Application Number: 120148 **Registration Number:** 120148
Filing Date: 08-Aug-87 **Registration Date:** 05-Jul-88
Class(es): 9, 16, 25, 26, 41 **Next Renewal Date:** 05-Jul-08
Goods: 9: Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; pre-recorded or blank video tapes.

TOWER **Case Number:** 28784.8107 **Status:** Pending

BA Bosnia-Herzegovina

Application Number: BAZ971907
Registration Number:
Filing Date: 04-Jun-97
Registration Date:
Class(es): 9, 16, 25, 26, 35, 41
Next Renewal Date:
Goods: 9: Sound and video recordings and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound, pre-recorded or blank video.

TOWER **Case Number:** 28784.4104 **Status:** Registered

BX Benelux

Application Number: 677989
Registration Number: 414408
Filing Date: 01-Oct-85
Registration Date: 01-Oct-85
Class(es): 9, 16
Next Renewal Date: 01-Oct-05
Goods: 9: Records, tapes, compact discs, video cassettes.
16: Stationery, printed matter and books, carrier bags and packaging; posters.

TOWER **Case Number:** 28784.4105 **Status:** Registered

BX Benelux

Application Number: 703668
Registration Number: 442826
Filing Date: 12-Oct-87
Registration Date: 12-Oct-87
Class(es): 9, 16, 25, 26, 35, 41
Next Renewal Date: 12-Oct-07
Goods: 9: Apparatus and instruments for recording and reproduction of sound and/or images; video apparatus; cassettes, records, tapes and compact discs bearing or bearing recorded sound.

TOWER **Case Number:** 28784.5109 **Status:** Registered

CH Switzerland

Application Number: 6557 **Registration Number:** 358167
Filing Date: 09-Oct-87 **Registration Date:** 26-Feb-88
Class(es): 9, 16, 25, 26 **Next Renewal Date:** 09-Oct-07
Goods: Class 9: Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; prerecorded or blank video tapes; cleaning apparatus for records and for recording and playback heads of sound and video recording and reproducing apparatus; parts and fittings included in Class 9 for all the aforesaid goods.
Class 16: Stationery; printed matter; magazines and books; carrier bags; packaging posters and photographs; greeting cards and postcards; pens; song books.
Class 25: Articles of outer clothing, T-shirts, skirts and sweatshirts; socks, stockings and tights; hats, scarves and neckties; belts; footwear.
Class 26: Badges for wear; hair bands; belt clasps; buttons; broaches; hat ornaments; cuff links and tie pins.

TOWER **Case Number:** 28784.7109 **Status:** Registered
CL Chile
Application Number: 294706 **Registration Number:** 495041
Filing Date: 19-Dec-94 **Registration Date:** 26-Aug-98
Class(es): 25 **Next Renewal Date:** 26-Aug-08
Goods: Clothes and all other goods in this class.

TOWER **Case Number:** 28784.9100 **Status:** Registered
CO Colombia

Application Number: 98002564
Filing Date: 21-Jan-98
Class(es): 42
Goods: 42: Restaurant and café services.

TOWER
CZ

Registration Number: 210978
Registration Date: 31-Jul-98
Next Renewal Date: 31-Jul-08

Case Number: 28784.6104 **Status:** Registered

Application Number:
Filing Date:
Class(es):
Goods:

Registration Number: 171331
Registration Date: 15-Sep-92
Next Renewal Date: 26-Mar-11

Class 9: Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; pre-recorded or blank video tapes; cleaning apparatus for records and for recording and playback heads of sound and video recording and reproducing apparatus; parts and fittings included in class 9 for all the aforesaid goods.
Class 16: Magazines and books relating to musical entertainment; posters and photographs depicting musical entertainers; song books.

Class 41: Publication of books and magazines relating to musical entertainment; organization of competitions for musical entertainment; musical entertainment services; rental of records, tapes, compact discs and videos bearing recorded sound; booking agencies for the sale of tickets for concerts.

Class 42: Retail services relating to the sale of sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; pre-recorded or blank video tapes; cleaning apparatus for records and for recording and playback heads of sound and video recording and reproducing apparatus; magazines and books relating to musical entertainment; posters and photographs of musical entertainers; and song books.

TOWER
DE Germany

Case Number: 28784.4107 **Status:** Registered

Registration Number: DD650104
Registration Date: 25-Mar-92
Next Renewal Date: 28-Jun-10

Class 9: Sound and video recording and reproducing apparatus and instruments; cassettes.
Class 16: Stationery; magazines.
Class 25: Articles of outer clothing.
Class 26: Badges.

Case Number: 28784.6103 **Status:** Registered

TOWER
DE

Germany

Registration Number: 1150472
Registration Date: 27-Nov-89
Next Renewal Date: 06-Nov-07

9: Sound and video recording an reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; pre-recorded or blank video tapes; cleaning apparatus for records and for recording and playback heads of sound and video recording and reproducing apparatus; parts for all the aforesaid goods;
16: Stationery; magazines and books; packaging made of carton, wrapping paper, packing foil made of plastics, packing sacks, packing envelopes and bags of paper or plastics; pens; song books;
25: Articles of outer clothing; T-shirts; skirts and sweatshirts; socks, stockings and tights; hats, scarves and neck ties; belts (clothing; footwear);
26: Badges for wear; hair bands; belt clasps; buttons; brooches (clothing accessories; hat ornaments; cuff links and tie pins; all aforesaid goods not made of precious metal);
41: Publication of books and magazines; organization of competitions for entertainment; entertainment services; rental of records, tapes, compact discs and videos bearing recorded sound; rental of motion pictures and videos including motion pictures; booking agencies for the sale of tickets for theater productions and concerts.

Application Number: M6175641WZ
Filing Date: 06-Nov-87
Class(es): 9, 16, 25, 26, 41

Application Number:
Filing Date:
Class(es):
Goods:

Case Number: 28784.4106 **Status:** Registered

TOWER
DK

Denmark

Application Number: 876798 **Registration Number:** VR035621992
Filing Date: 13-Oct-87 **Registration Date:** 01-May-92
Class(es): 9, 16, 41 **Next Renewal Date:** 01-May-02
Goods: Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; pre-recorded or blank video tapes.

Case Number: 28784.8105 **Status:** Opposed

TOWER
EC

Ecuador

Application Number: 7850397 **Registration Number:**
Filing Date: 29-May-97 **Registration Date:**
Class(es): 25 **Next Renewal Date:**
Goods:

TOWER
ES

Spain

Case Number: 28784.5106 **Status:** Registered

Application Number: 430357
Registration Number: 430357
Filing Date: 22-Jul-65
Registration Date: 22-Jul-85
Class(es): 1, 9, 14, 21
Next Renewal Date: 22-Jul-05
Goods: Instruments and equipment for physics, chemistry, optics, astronomy, geodetics, cinematography, photography and photogravure, unexposed photographic and cinematographic paper and film, enlargers, projectors, developing tanks and accessories, meteorological instruments and equipment, developing tanks and accessories, meteorological instruments and equipment, topographical equipment and instruments, flash equipment, electronic measuring equipment, microfilm equipment, spectacle frames, calorimeters, optical glass, film splicers, photographic glazing equipment, photographic and cinematographic filters, spectacles, underwater fishing goggles, protective goggles for welding, altimeters, gravity indicators, position and direction indicators, and depth gauges; lenses, vehicle headlamp lenses, projector lenses, manometers, pressure-reducing valves, projection screens, photographic slide projectors, timing cycle controllers, atmospheric precision/pressure regulators, temperature and vacuum regulators, water and sand clocks and sundials, optical telegraphy equipment, thermometers (except clinical, accessories for all the equipment, instruments and devices mentioned. Old Spanish Class 69.

TOWER
ES

Case Number: 28784.5107
Status: Registered

Application Number: 1231042
Registration Number: 1231042
Filing Date: 28-Jan-88
Registration Date: 02-Oct-90
Class(es): 41
Next Renewal Date: 28-Jan-08
Goods: Publication of books and magazines; organization of competitions for entertainment services; rental of records, tapes, compact discs and videos bearing recorded sound; rental.

TOWER

Case Number: 28784.4108
Status: Registered

FI Finland

Application Number: 218791 **Registration Number:** 129031
Filing Date: 07-May-91 **Registration Date:** 22-Nov-93
Class(es): 41 **Next Renewal Date:** 22-Nov-03
Goods: 41: Publication of books and magazines; organization of competitions for entertainment; rental of records, tapes, compact discs and video bearing recorded sound; customer services relating to.

TOWER **Case Number:** 28784.4109 **Status:** Registered

FR France

Application Number: 882436 **Registration Number:** 1460763
Filing Date: 15-Aug-87 **Registration Date:** 15-Oct-87
Class(es): 9, 16, 25, 26, 41 **Next Renewal Date:** 14-Aug-07
Goods: 9: Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; pre-recorded or blank video tapes.

TOWER **Case Number:** 28784.6100 **Status:** Registered

GB United Kingdom

Application Number: 1249410 **Registration Number:** 1249410
Filing Date: 30-Aug-85 **Registration Date:** 28-Oct-88
Class(es): 16 **Next Renewal Date:** 30-Aug-06
Goods: Stationery, printed matter, books and posters; but not including paper knives, bags or packaging materials but not including any such goods relating to structures.

TOWER **Case Number:** 28784.6101 **Status:** Registered

GB United Kingdom

Application Number: 1250988
Registration Number: 1250988
Filing Date: 25-Sep-85
Registration Date: 19-Sep-86
Class(es): 26
Next Renewal Date: 25-Sep-06
Goods: 26: Badges (for wear), not of precious metals or coated therewith.

TOWER **Case Number:** 28784.6102 **Status:** Registered

GB United Kingdom

Application Number: 1310555
Registration Number: 1310555
Filing Date: 15-May-87
Registration Date: 20-Nov-92
Class(es): 41
Next Renewal Date: 15-May-08
Goods: 41: Publication of books, organization of competitions for entertainment; rental of videos; booking agencies for theatre and concert tickets; organization of musical entertainment.

TOWER **Case Number:** 28784.7106 **Status:** Registered

GB United Kingdom

Application Number: 1577626
Registration Number: 1577626
Filing Date: 09-Jul-94
Registration Date: 09-Jul-94
Class(es): 25
Next Renewal Date: 09-Jul-11
Goods: Articles of outer clothing, T-shirts, sweatshirts, hats, scarves, neck ties; belts, footwear, all included in Class 25.

TOWER **Case Number:** 28784.5100 **Status:** Registered

GR Greece

Application Number: 104206

Registration Number: 104206

Filing Date: 23-May-91

Registration Date: 23-May-91

Class(es): 9, 16, 25, 26

Next Renewal Date: 23-May-11

Goods:

Class 9: sound and video recording and reproducing apparatus and instruments; cassettes, records tapes and compact discs bearing or for bearing recorded sound; pre-recorded or blank video tapes; cleaning apparatus for records and for recording and playback heads of sound and video recording and reproducing apparatus; parts and fittings for all the aforesaid goods.

Class 16: stationary; printed matter; magazines and books; carrier bags; packaging; posters and photographs; greeting cards and postcards; pens; song books.

Class 25: Articles of outer clothing; T-shirts; skirts and sweatshirts; socks; stockings and tights; hats, scarves and neckties; belts; footwear

Class 26: Badges for wear; head bands; belt clasps; buttons; brooches; hat ornaments; cuff links and tie pins.

TOWER

HR

Croatia

Case Number: 28784.8108

Status: Registered

TRADEMARK

REEL: 002294 FRAME: 0460

Registration Number: Z970960
Registration Date: 21-Apr-98
Next Renewal Date: 09-Jun-07

Application Number: Z970960
Filing Date: 09-Jun-97
Class(es): 9, 16, 25, 26, 35, 41

Goods: Class 9: Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound, pre-recorded or blank video tapes, cleaning apparatus for records and for recording and playback heads of sound and video recording and reproducing apparatus, parts and fittings for all the aforesaid goods.

Class 16: Stationery, printed matter, magazines and books, carrier bags; packaging; posters and photographs, greeting cards and postcards, pens, song books.

Class 25: Articles of outer clothing; T-shirts; skirts and sweatshirts; socks; stockings and tights, hats, scarves and neck ties, belts not of leather, footwear.

Class 26: Badges for wear; hair bands; buttons; broaches; hat ornaments; cuff links and tie pins.

Class 35: Services in connection with the marketing of goods.

Class 41: Publication of books and magazines, organization of competitions for entertainment, entertainment services, rental of records, tapes, compact discs and videos bearing recorded sound, customer services relating to the sale of records, tapes, compact discs and videos, rental of motion pictures and videos including motion pictures; booking agencies for the sale of tickets for theater productions and concerts; retail services, wholesale services and distribution services all relating to records, tapes, compact discs and videos, clothing and printed matter.

Case Number: 28784.6105 **Status:** Registered

TOWER
HU Hungary

Application Number: 295690
Registration Number: 140150
Filing Date: 26-Jul-90
Registration Date: 26-Jul-90
Class(es): 9, 16, 25, 26, 35, 41
Next Renewal Date: 26-Jul-10
Goods: Class 9: Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; pre-recorded or blank video tapes; cleaning apparatus for records and for recording and playback heads of sound and video recording and reproducing apparatus; parts and fittings included in class 9 for all the aforesaid goods.
Class 16: Stationery; printed matter; magazines and books; carrier bags; packaging; posters and photographs; greeting cards and postcards; pens; song books.
Class 25: Articles of outer clothing; T-shirts; skirts and sweatshirts; socks, stockings and tights; hats, scarves and neck ties; belts; footwear.
Class 26: Badges for wear; hair bands; belt clasps; buttons; brooches; hat ornaments; cuff links and tie pins.
Class 35: Retail services.
Class 41: Publication of books and magazines; organization of competitions for entertainment; entertainment services; rental of records, tapes, compact discs and videos bearing recorded sound; rental of motion pictures and videos including motion pictures; booking agencies for the sale of tickets for theater productions and concerts.

TOWER
IL
Israel
Case Number: 28784.6108
Status: Registered

Application Number: 68277
Filing Date: 22-Jan-88
Registration Date: 27-Oct-91
Class(es): 9
Next Renewal Date: 22-Jan-09
Goods: 9: Sound and video recording and reproducing apparatus and instruments, cassettes, records, tapes and compact discs bearing or for recorded sound; pre-recorded or blank video.

TOWER
IL
Israel
Case Number: 28784.6109
Status: Registered

Application Number: 68278
Filing Date: 22-Jan-88
Class(es): 41
Goods: 41: Publication of books and magazines, organization of competitions for entertainment, entertainment services; rental of records, tapes, compact discs and videos bearing recorded sound.

Registration Number: 68278
Registration Date: 14-Jun-92
Next Renewal Date: 22-Jan-09

Case Number: 28784.7100
Status: Registered

TOWER

IL Israel

Application Number: 80518
Filing Date: 31-Jul-91
Class(es): 42
Goods: 42: Retail and wholesale services relating to sound and video recording and reproducing apparatus and instruments, cassettes, records, tapes, and compact discs either pre-recorded or blank.

Registration Number: 80518
Registration Date: 31-Jul-91
Next Renewal Date: 31-Jul-12

TOWER

IL Israel

Application Number: 99774
Filing Date: 26-Jul-95
Class(es): 25
Goods: 25: Clothing and all other goods.

Registration Number: 99774
Registration Date: 05-Nov-96
Next Renewal Date: 26-Jul-02

Case Number: 28784.8103
Status: Registered

TOWER

IT Italy

Case Number: 28784.4102
Status: Registered

Application Number: RM97C005345
Filing Date: 05-Nov-97
Class(es): 9, 16, 25, 26, 41
Goods: Class 9: Sound and video recordings and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; pre-recorded or blank video tapes; cleaning apparatus for records and for recording and playback heads of sound and video recording and producing apparatus; parts and fittings for all the aforesaid goods.
Class 16: Stationery; printed matter; magazines and books; carrier bags; packaging; posters and photographs; greeting cards and postcards; pens; song books.
Class 25: Articles for outer clothing; T-shirts; skirts and sweatshirts; socks, stockings and tights; hats, scarves and neck ties; belts; footwear.
Class 26: Badges for wear; hair bands; belt clasps; buttons; brooches; hat ornaments; cuff links and tie pins.
Class 41: Publication of books and magazines; organization of competitions for entertainment; entertainment services; rental of records, tapes, compact discs and videos bearing recorded sound; rental of motion picture and videos including motion pictures; booking agencies for the sale of tickets for theatre productions and concerts.

Registration Number: 784878
Registration Date: 11-Jun-99
Next Renewal Date: 05-Nov-07

Case Number: 28784.5101 **Status:** Registered

TOWER
IT

Application Number: 36052C85
Filing Date: 27-Nov-85
Class(es): 16
Goods: 16: Stationery, printed matter and books, carrier bags and packaging, posters.

Registration Number: 720922
Registration Date: 18-Feb-87
Next Renewal Date: 27-Nov-05

Case Number: 28784.5102 **Status:** Registered

TOWER
IT

Application Number: 36057C87
Filing Date: 16-Oct-87
Class(es): 9, 16, 25, 26, 41
Goods: Class 9: Sound and video recording and reproducing.
Class 16: Stationery; printed matter; magazines.
Class 25: Articles for outer clothing; T-shirts.
Class 26: Badges for wear; hair bands; belt clasp.

Registration Number: 637262
Registration Date: 14-Feb-92
Next Renewal Date: 16-Oct-07

TOWER

IT

Italy

Case Number: 28784.7108
Status: Registered

Application Number: RM92C000559
Filing Date: 14-Feb-92
Class(es): 9, 16, 25, 26, 41
Goods: 9: Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; pre-recorded or blank video tapes; cleaning apparatus for records and for recording and playback heads of sound and video recording and reproducing apparatus; parts and fittings included in class 9 for all the aforesaid goods.
16: Stationery; printed matter; magazines and books; carrier bags; packaging; posters and photographs; greeting cards and postcards; pens; song books.
25: Articles of outer clothing; T-shirts; skirts and sweatshirts; socks, stockings and tights; hats, scarves and neck ties; belts; footwear.
26: Badges for wear; hair bands; belt clasps; buttons; brooches; hat ornaments; cuff links and tie pins.
41: Publication of books and magazines; organization of competitions for entertainment; entertainment services; rental of records, tapes, compact discs and videos bearing recorded sound; rental of motion pictures and videos including motion pictures; booking agencies for the sale of tickets for theatre productions and concerts; services relating to the selection and display of records, tapes, compact discs and videos.

Registration Number: 637262
Registration Date: 19-Dec-94
Next Renewal Date: 14-Feb-12

TOWER

KR

Korea, South

Case Number: 28784.7102
Status: Registered

Application Number: 90588
Registration Number: 14224
Filing Date: 14-Jun-91
Class(es): 41
Next Renewal Date: 14-Jun-11
Goods: Entertainment game organization services, sound recording rental services, record tape rental services, compact disk rental services, video tape rental services, motion pictures rental services, theatre reservation services, music hall reservation services, sound recording services, movie production services, theatre production services, dance performance services, music performance services, entertainment organization services, show production services, television entertainment services.

TOWER **Case Number:** 28784.7103 **Status:** Registered

KR
Application Number: 8911395
Registration Number: 196729
Filing Date: 20-Jul-90
Class(es): 9
Next Renewal Date: 20-Jul-10
Goods: Tele-recorded video tapes (for music), recorded cassette (for music), recorded record discs (for music), recorded tapes (for music), recorded compact disc (for music).

TOWER **Case Number:** 28784.7104 **Status:** Registered

KR
Application Number: 15256
Registration Number: 15256
Filing Date: 24-Dec-91
Class(es): 40, 42
Next Renewal Date: 24-Dec-11
Goods: Class 40: Cassette tape recording and duplicating services, video tape recording and duplicating services.
Class 42: Video taping services, sales chain services of cassette tape, sales chain services of video tape, booking services of seats for theatre and concert.

TOWER **Case Number:** 28784.4100 **Status:** Registered

MX Mexico

Application Number: 105536
Registration Number: 415801
Filing Date: 29-Jan-91
Registration Date: 10-Jun-92
Class(es): 9
Next Renewal Date: 29-Jan-11
Goods: 9: Any type of sound records, magnetic tapes for recording and reproducing sound and video, video discs, apparatus for recording, transmitting and reproducing sound and images in Class 9.

TOWER
Case Number: 28784.4102
Status: Registered

MX
Mexico

Application Number: 126815
Registration Number: 425280
Filing Date: 14-Nov-91
Registration Date: 13-Nov-92
Class(es): 42
Next Renewal Date: 14-Nov-01

Goods: 42: Sales, retail services of sound records of any type, magnetic tape for reproducing sounds and images, video discs, apparatus for recording, transmitting and reproducing sounds and images.

TOWER
Case Number: 28784.7107
Status: Registered

MX
Mexico

Application Number: 188821
Registration Number: 472418
Filing Date: 25-Jan-94
Registration Date: 06-Sep-94
Class(es): 25
Next Renewal Date: 25-Jan-04

Goods: 25: Clothing and headgear, excluding shoes.

TOWER
Case Number: 28784.9101
Status: Registered

MX

Mexico

Application Number: 188821
Filing Date: 25-Jan-94
Class(es): 25
Goods: Clothing and headgear, excluding shoes.

Registration Number: 472418
Registration Date: 06-Sep-94
Next Renewal Date: 25-Jan-04

TOWER

NO

Norway

Application Number: 874146
Filing Date: 08-Oct-87
Class(es): 9
Goods: Cassettes, records, tapes and compact discs bearing or for the bearing of recorded sounds, pre-recorded on blank video tapes.

Registration Number: 142507
Registration Date: 23-Aug-90
Next Renewal Date: 23-Aug-10

Case Number: 28784.5103 **Status:** Registered

TOWER

PA

Panama

Application Number: 105854
Filing Date: 03-Mar-00
Class(es): 42
Goods: Providing of food and drinks; temporary accommodation; medical, hygienic and beauty care; veterinary and agricultural services; legal services; scientific and industrial research; computer programming; services that cannot be placed in other classes; on-line and retail services in the field of records, cassettes, compact discs, videos, CD-rom and video games, clothing, books and magazines.

Registration Number:
Registration Date:
Next Renewal Date:

Case Number: 28784.9103 **Status:** Pending

TOWER

PL

Poland

Case Number: 28784.6106 **Status:** Registered

Application Number: Z99521
Registration Number: 74480
Filing Date: 03-Jun-91
Registration Date: 16-Feb-94
Class(es): 9, 16, 25, 26, 41
Next Renewal Date: 03-Jun-11
Goods: Class 9: Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; pre-recorded or blank video tapes; cleaning apparatus for records and for recording and playback heads of sound and video recording and reproducing apparatus; parts and fittings included in class 9 for all the aforesaid goods.
Class 16: Stationery; printed matter; magazines and books; carrier bags; packaging; posters and photographs; greeting cards and postcards; pens; song books.
Class 25: Articles of outer clothing; T-shirts; skirts and sweatshirts; socks, stockings and tights; hats, scarves and neck ties; belts; footwear.
Class 26: Badges for wear; hair bands; belt clasps; buttons; brooches; hat ornaments; cuff links and tie pins.
Class 41: Publication of books and magazines; organization of competitions for entertainment; entertainment services; rental of records, tapes, compact discs and videos bearing recorded sounds; rental of motion pictures and videos including motion pictures; booking agencies for the sale of tickets for theater productions and concerts.

TOWER

PT

Portugal

Case Number: 28784.5104
Status: Registered

Application Number: 270548
Registration Number: 270548
Filing Date: 11-Jan-91
Registration Date: 03-Feb-93
Class(es): 9
Next Renewal Date: 03-Feb-03
Goods: Sound and video recording and reproducing apparatus and instruments; records, cassettes, tapes including compact discs bearing or for bearing recorded sound; pre-recorded or blank.

TOWER

PT

Portugal

Case Number: 28784.5105
Status: Registered

Application Number: 270549 **Registration Number:** 270549
Filing Date: 11-Jan-91 **Registration Date:** 03-Feb-93
Class(es): 41 **Next Renewal Date:** 03-Feb-03
Goods: Publication of books and magazines; organization of competitions for entertainment, entertainment services; rental of records, tapes, compact discs, videos bearing recorded sound.

TOWER **Case Number:** 28784.6107 **Status:** Registered

RU Russian Federation

Application Number: 112234 **Registration Number:** 86763
Filing Date: 28-Mar-89 **Registration Date:** 28-Mar-89
Class(es): 9, 16, 25, 26, 41, 42 **Next Renewal Date:** 28-Mar-09
Goods: Class 9: Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; prerecorded or blank video tapes; cleaning apparatus for records and for recording and playback heads of sound and video recording and reproducing apparatus; parts and fittings included in Class 9 for all the aforesaid goods.
Class 16: Stationery; printed matter; magazines and books; carrier bags; packaging; posters and photographs; greeting cards and postcards; pens; song books.
Class 25: Articles of outer clothing, T-shirts, skirts and sweatshirts; socks, stockings and tights; hats, scarves and neckties; belts; footwear.
Class 26: Badges for wear; hair bands; belt clasps; buttons; broaches; hat ornaments; cuff links and tie pins.
Class 41: Publication of books and magazines; organization of competitions for entertainment; entertainment services; rental of records, tapes, compact discs and videos bearing recorded sound; rental of motion pictures; booking agencies for the sale of tickets for theater productions and concerts; retail services.
Class 42: Retail services.

TOWER **Case Number:** 28784.8106 **Status:** Registered

RU Russian Federation

Application Number: 0111597 **Registration Number:** 86588
Filing Date: 17-Feb-89 **Registration Date:** 17-Feb-89
Class(es): 9, 16, 25, 26, 41, 42 **Next Renewal Date:** 17-Feb-09
Goods: Class 9: Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; prerecorded or blank video tapes; cleaning apparatus for records and for recording and playback heads of sound and video recording and reproducing apparatus; parts and fittings included in Class 9 for all the aforesaid goods.
Class 16: Stationery; printed matter; magazines and books; carrier bags; packaging; posters and photographs; greeting cards and postcards; pens; song books.
Class 25: Articles of outer clothing, T-shirts, skirts and sweatshirts; socks, stockings and tights; hats, scarves and neckties; belts; footwear.
Class 26: Badges for wear; hair bands; belt clasps; buttons; broaches; hat ornaments; cuff links and tie pins.
Class 41: Publication of books and magazines; organization of competitions for entertainment; entertainment services; rental of records, tapes, compact discs and videos bearing recorded sound; rental of motion pictures; booking agencies for the sale of tickets for theater productions and concerts; retail services.
Class 42: Retail services.

TOWER
SE

Sweden

Case Number: 28784.4101 **Status:** Registered

Application Number: 890238 **Registration Number:** 222976
Filing Date: 12-Jan-89 **Registration Date:** 19-Apr-91
Class(es): 16, 41, 42 **Next Renewal Date:** 19-Apr-11
Goods: 16: All goods in Class 16.
41: All services in Class 41.
42: Customer services in the form of information and supplying and selling of gramophone records, CD records, cassettes and media.

TOWER

Case Number: 28784.5108 **Status:** Registered

SE Sweden

Application Number: 877989
Filing Date: 14-Oct-87
Class(es): 9
Goods: 9: Cassettes, records, tapes and compact discs bearing or for bearing recorded sound; pre-recorded or blank video tapes.

Registration Number: 250015

Registration Date: 16-Jul-93

Next Renewal Date: 16-Jul-03

TOWER

SG Singapore

Case Number: 28784.4110

Status: Registered

Application Number: T9901687A

Filing Date: 24-Feb-99

Class(es): 35

Goods: Retail services with respect to records, cassettes, compact discs, videos, CD-ROMs, computer software, laser discs, DVDs and other recorded music and video, unrecorded video and audio tapes, books, magazines on music and entertainment, clothing, gift certificates and related merchandise.

Registration Number: T9901687A

Registration Date: 24-Feb-00

Next Renewal Date: 24-Feb-09

TOWER

SG Singapore

Case Number: 28784.8100

Status: Registered

Application Number: 85794

Filing Date: 31-Jan-94

Class(es): 16

Goods: Stationery; printed matter; magazines and books, carrier bags; packaging; posters and photographs; greeting cards and postcards; pens; song books.

Registration Number: 85794

Registration Date: 31-Jan-94

Next Renewal Date: 31-Jan-04

TOWER

Case Number: 28784.8101

Status: Registered

SG

Singapore

Application Number: 552493
Filing Date: 21-Jul-93
Class(es): 41

Goods: Publication of books and magazines; organization of competitions for entertainment; entertainment services; rental of records, tapes, compact discs and video bearing recorded sounds.

Registration Number: 552493
Registration Date: 21-Jul-93
Next Renewal Date: 21-Jul-03

TOWER

SG

Singapore

Application Number: 552393
Filing Date: 21-Jul-93
Class(es): 25

Goods: Articles of outer clothing; T-shirts; skirts; sweatshirts; socks; stockings; tights; hats; scarves; neck ties; belts; footwear.

Registration Number: 552393
Registration Date: 31-Mar-97
Next Renewal Date: 21-Jul-03

Case Number: 28784.8102 **Status:** Registered

TOWER

TH

Thailand

Application Number: 434520
Filing Date: 21-Dec-90
Class(es): 25

Goods: Hats, shirts, T-shirts, vests, jackets and sweat shirts.

Registration Number: 128317
Registration Date: 21-Dec-90
Next Renewal Date: 21-Dec-10

Case Number: 28784.7105 **Status:** Registered

TOWER

Case Number: 28784.2100 **Status:** Registered

US United States of America
Application Number: 74492433
Filing Date: 16-Feb-94
Class(es): 25
Goods: Clothing, namely, hats, shirts, T-shirts, vests, jackets and sweat shirts.
Registration Number: 1869742
Registration Date: 27-Dec-94
Next Renewal Date: 27-Dec-04

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TOWER US
United States of America
Case Number: 28784.2110
Status: Registered

Application Number: 74707165
Filing Date: 28-Jul-95
Class(es): 42
Goods: Café services rendered on the premises of or adjacent to applicant's retail stores which sell sound recordings, books, magazines, videos, computer software, clothing and/or related accessories.
Registration Number: 2414228
Registration Date: 19-Dec-00
Next Renewal Date: 19-Dec-10

33

TOWER VE
Venezuela
Case Number: 28784.8104
Status: Published

Application Number: 9520134
Filing Date: 13-Dec-95
Class(es): 25
Goods: Clothing.
Registration Number:
Registration Date:
Next Renewal Date:

TOWER YU
Yugoslavia
Case Number: 28784.7101
Status: Registered

Application Number: 75491
Registration Number: 37652
Filing Date: 18-Apr-91
Registration Date: 18-Apr-91
Class(es): 9, 16, 25, 26, 35, 41
Next Renewal Date: 18-Apr-11
Goods: Class 9: Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound, pre-recorded or blank video tapes, cleaning apparatus for records and for recording and playback heads of sound and video recording and reproducing apparatus, parts and fittings included in class 9 for all the aforesaid goods.
 Class 16: Stationery, printed matter, magazines and books, carrier bags; packaging; posters and photographs, greeting cards and postcards, pens, song books.
 Class 25: Articles of outer clothing; T-shirts; skirts and sweatshirts; socks; stockings and tights, hats, scarves and neck ties, belts not of leather, footwear.
 Class 26: Badges for wear; hair bands; buttons; broaches; hat ornaments; cuff links and tie pins.
 Class 35: Services in connection with the marketing of goods.
 Class 41: Publication of books and magazines, organization of competitions for entertainment, entertainment services, rental of records, tapes, compact discs and videos bearing recorded sound, customer services relating to the sale of records, tapes, compact discs and videos, rental of motion pictures and videos including motion pictures; booking agencies for the sale of tickets for theater productions and concerts; retail services, wholesale services and distribution services all relating to records, tapes, compact discs and videos, clothing and printed matter.

TOWER RECORDS (ROMAN & KATAKANA)
 JP Japan

Case Number: 28784.7011
Status: Registered

Application Number: 5376166
Registration Number: 1984368
Filing Date: 18-Oct-78
Registration Date: 21-Sep-87
Class(es): 24
Next Renewal Date: 21-Sep-07
Goods: 24: Records (including records, encoded magnetic tapes, encoded compact discs, etc.).

TOWER BOOKS
Case Number: 28784.6032
Status: Pending

AE United Arab Emirates

Application Number: 36136
Filing Date: 06-May-00
Class(es): 35
Goods:

Mail order, catalog, telephone, online and retail store services featuring phonograph records, audio and video cassette tapes, compact discs, CD roms, video games, clothing, books and magazines.

Registration Number:
Registration Date:
Next Renewal Date:

TOWER BOOKS

AR Argentina

Case Number: 28784.4031

Status: Registered

Application Number: 1866131
Filing Date: 22-Dec-92
Class(es): 42
Goods:

42: All services included in International Class 42.

Registration Number: 1500870
Registration Date: 30-Jan-94
Next Renewal Date: 30-Jan-04

TOWER BOOKS

BR Brazil

Case Number: 28784.4032

Status: Registered

Application Number: 817188665
Filing Date: 27-Apr-93
Class(es): 40
Goods:

Retail store services in the field of records, cassettes, compact discs, videotapes, books and related merchandise.

Registration Number: 817188665
Registration Date: 18-Mar-97
Next Renewal Date: 18-Mar-07

TOWER BOOKS

Case Number: 28784.5030

Status: Registered

CL Chile
Application Number: 318771
Filing Date: 01-Sep-95
Class(es): 9
Goods: 9: A commercial establishment for the sale of records, cassettes, compact discs, video tapes and related merchandise.

Registration Number: 503302
Registration Date: 30-Jan-98
Next Renewal Date: 30-Jan-08

TOWER BOOKS
CN China
Case Number: 28784.4038
Status: Registered

Application Number: 93094379
Filing Date: 24-Sep-93
Class(es): 35
Goods: Promotional activities for sale of records, CD's, videos, books, periodicals, tapes and related merchandise.

Registration Number: 779993
Registration Date: 28-Nov-95
Next Renewal Date: 27-Nov-05

TOWER BOOKS
CO Colombia
Case Number: 28784.5038
Status: Registered

Application Number: 97014355
Filing Date: 18-Mar-97
Class(es): 16
Goods: Books, magazines and other printed material on music and the entertainment world; shopping bags, gift certificates, postcards, stationery, packaging and posters.

Registration Number: 201955
Registration Date: 09-Oct-97
Next Renewal Date: 09-Oct-07

TOWER BOOKS
CO Colombia
Case Number: 28784.5039 Status: Registered

Application Number: 97014357 Registration Number: 202101
Filing Date: 18-Mar-97 Registration Date: 10-Oct-97
Class(es): 42 Next Renewal Date: 10-Oct-07
Goods: Retail store services, catalog and on-line sales featuring records, cassettes, compact discs, videos, CD-ROM's, books, magazines, computer software, clothing and laser discs and related.

TOWER BOOKS
CU Cuba
Case Number: 28784.4033 Status: Registered

Application Number: 72892 Registration Number: 119888
Filing Date: 23-Nov-92 Registration Date: 15-Jun-93
Class(es): 39 Next Renewal Date: 23-Nov-02
Goods: Retail store services featuring records, videos, compact discs, cassettes, books and related merchandise.

TOWER BOOKS
EC Ecuador
Case Number: 28784.5034 Status: Registered

Application Number: 66043 Registration Number: 05098
Filing Date: 23-Feb-96 Registration Date: 15-Jan-98
Class(es): 9 Next Renewal Date: 15-Jan-08
Goods: 9: All goods in Class 9.

TOWER BOOKS
Case Number: 28784.5035 Status: Registered

EC Ecuador

Application Number: 66044
Filing Date: 23-Feb-96
Class(es): 16
Goods: 16: All goods in class.

Registration Number: 36798
Registration Date: 22-Jan-98
Next Renewal Date: 22-Jan-08

TOWER BOOKS

EC Ecuador

Application Number: 66045
Filing Date: 23-Feb-96
Class(es): 25
Goods: 25: All goods in class.

Case Number: 28784.5036

Status: Registered

Registration Number: 95998
Registration Date: 03-Mar-98
Next Renewal Date: 03-Mar-08

TOWER BOOKS

EC Ecuador

Application Number: 66046
Filing Date: 23-Feb-96
Class(es): 42
Goods: 42: As described in class.

Case Number: 28784.5037

Status: Registered

Registration Number: 31298
Registration Date: 03-Mar-98
Next Renewal Date: 03-Mar-08

TOWER BOOKS
GB

Case Number: 28784.4037

United Kingdom

Status: Registered

Application Number: 1253153
Registration Number: 1253153
Filing Date: 28-Oct-85
Registration Date: 28-Oct-85
Class(es): 25
Next Renewal Date: 28-Oct-06
Goods: 25: T-shirts, sweatshirts; hats; scarves and neckties.

TOWER BOOKS
HK

Case Number: 28784.6031

Status: Pending

Hong Kong

Application Number: 46642000
Registration Number: 46642000
Filing Date: 07-Mar-00
Registration Date: 07-Mar-00
Class(es): 35
Next Renewal Date: 35
Goods: Mail order, catalog, telephone, online and retail store services in the field of books, magazines, newspapers and related merchandise.

TOWER BOOKS
MX

Case Number: 28784.4030

Status: Registered

Mexico

Application Number: 141241
Registration Number: 440567
Filing Date: 04-Jun-92
Registration Date: 26-Aug-93
Class(es): 42
Next Renewal Date: 04-Jun-02
Goods: 42: Retail commercialization services of all kinds of good.

TOWER BOOKS

PA Panama

Case Number: 28784.6030 Status: Pending

Application Number: 105859

Filing Date: 03-Mar-00

Class(es): 42

Goods:

Providing of food and drinks; temporary accommodation; medical, hygienic and beauty care; veterinary and agricultural services; legal services; scientific and industrial research; computer programming; services that cannot be placed in other classes; on-line and retail services in the field of books and related merchandise.

Registration Number:

Registration Date:

Next Renewal Date:

TOWER BOOKS

PE Peru

Case Number: 28784.4034 Status: Registered

Application Number: 216512

Filing Date: 19-Feb-93

Class(es): 42

Goods:

42: Retail store services in the field of records, cassettes, compact discs, video tapes, books and related.

Registration Number: 000779

Registration Date: 16-Nov-93

Next Renewal Date: 16-Nov-03

TOWER BOOKS

PH Philippines

Case Number: 28784.4039 Status: Pending

Application Number: 119393

Filing Date: 04-Apr-97

Class(es): 42

Goods:

Retail store services in the field of books.

Registration Number:

Registration Date:

Next Renewal Date:

TOWER BOOKS

US United States of America

Case Number: 28784.2030

Status: Registered

Application Number: 73762714

Registration Number: 1605065

Filing Date: 09-Nov-88

Registration Date: 03-Jul-90

Class(es): 42

Next Renewal Date: 03-Jul-10

Goods:

Retail store services in the field of books and related merchandise.

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TOWER BOOKS

VE Venezuela

Case Number: 28784.4035

Status: Registered

Application Number: 933193

Registration Number: S1213

Filing Date: 03-Mar-93

Registration Date: 10-Jul-95

Class(es): 42

Next Renewal Date: 10-Jul-05

Goods:

Retail store services in the field of records, cassettes, compact discs, video tapes, books and related merchandise.

TOWER BOOKS

VE Venezuela

Case Number: 28784.5031

Status: Registered

Application Number: 962735

Registration Number: P197497

Filing Date: 01-Mar-96

Registration Date: 09-May-97

Class(es): 9

Next Renewal Date: 09-May-07

Goods:

Records, cassettes, compact discs, video tapes, video games and computer programs.

TOWER BOOKS

VE Venezuela

Case Number: 28784.5032

Status: Registered

Application Number: 962734

Registration Number: P197496

Filing Date: 01-Mar-96

Registration Date: 09-May-97

Class(es): 16

Next Renewal Date: 09-May-07

Goods:

Books and magazines on music and the entertainment world.

TOWER BOOKS

VE Venezuela

Case Number: 28784.5033

Status: Registered

Application Number: 962733

Registration Number: P197495

Filing Date: 01-Mar-96

Registration Date: 09-May-97

Class(es): 25

Next Renewal Date: 09-May-07

Goods:

Clothing.

TOWER BOOKS DEVICE

FR France

Case Number: 28784.4036

Status: Registered

Application Number: 769046

Registration Number: 1332320

Filing Date: 26-Nov-85

Registration Date: 26-Nov-85

Class(es): 16

Next Renewal Date: 25-Nov-05

Goods:

16: Stationery, printed matter and books; carrier bags and packaging; posters.

TRADEMARK

REEL: 002294 FRAME: 0483

TOWER CAFÉ
HK Hong Kong
Case Number: 28784.4581
Status: Registered

Application Number: 46662000
Filing Date: 07-Mar-00
Class(es): 42
Goods: Café services.
Registration Number: 123372000
Registration Date: 11-Sep-00
Next Renewal Date: 07-Mar-07

TOWER CAFÉ
PA Panama
Case Number: 28784.4580
Status: Registered

Application Number: 105853
Filing Date: 03-Mar-00
Class(es): 42
Goods: Providing of food and drinks; temporary accommodation; medical, hygienic and beauty care; veterinary and agricultural services; legal services; scientific and industrial research; computer programming; services that cannot be placed in other classes; café services rendered on the premises of or adjacent to applicant's retail stores which sell sound recordings, books, magazines, videos, computer software, clothing and/or related accessories.
Registration Number: 105853
Registration Date: 03-Mar-00
Next Renewal Date: 03-Mar-10

TOWER CD LISTENING STATION
US United States of America
Case Number: 28784.2190
Status: Registered

Application Number: 74502703
Filing Date: 11-Mar-94
Class(es): 9
Goods: 9: Providing sound and music listening equipment in retail tape and compact disc stores for customers to preview tapes and compact discs before purchase.
Registration Number: 1903183
Registration Date: 04-Jul-95
Next Renewal Date: 04-Jul-05

35

TOWER CONCEPTS

US United States of America

Case Number: 28784.2660

Status: Registered

Application Number: 74731641

Filing Date: 21-Sep-95

Class(es): 9, 42

Goods:

Class 9: Computer software for use in the field of computer aided software engineering.
Class 42: Computer software design and consultation services.

Registration Number: 1999796

Registration Date: 10-Sep-96

Next Renewal Date: 10-Sep-06

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TOWER ENTERTAINMENT NETWORK

US United States of America

Case Number: 28784.2380

Status: Allowed

Application Number: 75221706

Filing Date: 06-Jan-97

Class(es): 35

Goods:

Retail store services, available through cable television, electronic catalogs and global computer networks, featuring phonograph and sound recordings, audio cassette tapes, video cassette tapes, CD-roms, video game software, clothing, books, computer software, magazines, laser discs and gift certificates.

Registration Number:

Registration Date:

Next Renewal Date:

37

TOWER ESSENTIALS COLLECTION

US United States of America

Case Number: 28784.2640

Status: Published

Application Number: 76048553

Filing Date: 15-May-00

Class(es): 35

Goods:

Retail store services and telephone, catalog, mail and online ordering services featuring phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, books, magazines, computer software, clothing, laser discs, event tickets, and gift certificates

Registration Number:

Registration Date:

Next Renewal Date:

38

TRADEMARK

REEL: 002294 FRAME: 0485

TOWER EXPRESS
IL Israel

Case Number: 28784.4480 Status: Registered

Application Number: 121950
Filing Date: 26-Aug-98
Class(es): 35

Registration Number: 121950
Registration Date: 06-Jul-00
Next Renewal Date: 26-Aug-05

Goods: Retail store services, computerized on-line ordering services, telephone shop-at-home services, mail order services and mail order catalog services featuring phonograph records, audio/video cassette tapes, compact discs, CD-ROMs, digital video discs, books, magazines, computer software and laser discs, all featuring musical content subject matter, and clothing.

TOWER EXPRESS
US United States of America

Case Number: 28784.2480 Status: Allowed

Application Number: 75543386
Filing Date: 26-Aug-98
Class(es): 35

Registration Number: 24
Registration Date:
Next Renewal Date:

Goods: Retail store services, computerized on-line ordering services, telephone shop-at-home services, mail order services and mail order catalog services featuring phonograph records, audio/video cassette tapes, compact discs, CD-ROMs, digital video discs, books, magazines, computer software and laser discs, all featuring musical content subject matter, and clothing.

TOWER FRAMING
US United States of America

Case Number: 28784.2470 Status: Registered

Application Number: 75027948
Filing Date: 05-Dec-95
Class(es): 42

Registration Number: 2023666
Registration Date: 17-Dec-96
Next Renewal Date: 17-Dec-06

Goods: 42: Retail store services featuring frames and framing services.

40

TOWER GALLERY

US United States of America

Case Number: 28784.2120

Status: Registered

Application Number: 74487442
Filing Date: 07-Feb-94
Class(es): 42
Goods: 42: Art gallery services.

Registration Number: 1878145
Registration Date: 07-Feb-95
Next Renewal Date: 07-Feb-05

41

TOWER LATINA

AR Argentina

Case Number: 28784.4552

Status: Published

Application Number: 2250961
Filing Date: 09-Nov-99
Class(es): 35
Goods: All services in this class.

Registration Number:
Registration Date:
Next Renewal Date:

TOWER LATINA

BO Bolivia

Case Number: 28784.4553

Status: Registered

Application Number: 91796
Filing Date: 04-Feb-00
Class(es): 16
Goods: Printed matter, namely, magazine about the recording and musical entertainment industry.

Registration Number: 83161
Registration Date: 05-Mar-01
Next Renewal Date: 05-Mar-11

TOWER LATINA

BR Brazil

Case Number: 28784.4554

Status: Published

Registration Number:
Registration Date:
Next Renewal Date:

Application Number: 821776983
Filing Date: 09-Nov-99
Class(es): 40
Goods:

Case Number: 28784.4550

Status: Pending

TOWER LATINA
CA Canada

Registration Number:
Registration Date:
Next Renewal Date:

Application Number: 1052315
Filing Date: 24-Mar-00
Class(es):
Goods: Retail store services.

Case Number: 28784.4555

Status: Registered

TOWER LATINA
CL Chile

Registration Number: 480258
Registration Date: 08-Sep-00
Next Renewal Date: 08-Sep-10

Application Number: 480258
Filing Date:
Class(es): 9, 25
Goods: Commercial establishment for the sale of goods included in Classes 9 and 25.

Case Number: 28784.5554 Status: Registered

TOWER LATINA

CL Chile

Application Number: 480257

Registration Number: 576188

Filing Date:

Registration Date: 08-Sep-00

Class(es):

Next Renewal Date: 08-Sep-10

Goods:

42 Retail store services in the field of records, cassettes, compact discs, videos, CD-rom, video games, clothing, books, magazines and other related merchandise.

TOWER LATINA

CO Colombia

Case Number: 28784.4556 Status: Registered

Application Number: 99072001

Registration Number: 228993

Filing Date:

Registration Date: 10-Aug-00

Class(es):

Next Renewal Date: 10-Aug-10

Goods:

42 Retail store services and online retail store services in the field of records, cassettes, compact discs, videos, CD-rom, video games, clothing, books, magazines and other related merchandise.

TOWER LATINA

CU Cuba

Case Number: 28784.4557 Status: Pending

Application Number: 189199

Registration Number:

Filing Date:

18-Nov-99

Class(es):

Registration Date:

35

Goods:

Next Renewal Date: Retail store services in the field of records, cassettes, compact discs, videos, CD-rom, video games, clothing, books, magazines and other related merchandise (Local Class 39).

Case Number: 28784.4558

Registration Number: 125300

Registration Date: 23-Jun-00

Next Renewal Date: 23-Jun-10

Status: Registered

Application Number: 99905

Filing Date: 08-Nov-99

Class(es): 42

Goods: Retail store services and online retail store services in the field of records, cassettes, compact discs, videos, CD-rom, video games, clothing, books, magazines and other related merchandise.

Case Number: 28784.4559

Registration Number: 104183

Registration Date: 22-Aug-00

Next Renewal Date: 22-Aug-10

Status: Registered

Application Number: 398212

Filing Date: 09-Nov-99

Class(es): 42

Goods: Retail store services and online retail store services in the field of records, cassettes, compact discs, videos, CD-rom, video games, clothing, books, magazines and other related merchandise.

Case Number: 28784.4551

Registration Number: 635699

Registration Date: 01-Dec-99

Next Renewal Date: 09-Nov-09

Status: Registered

Application Number: 398212

Filing Date: 09-Nov-99

Class(es): 42

Goods: Retail store services in the field of records, cassettes, compact discs, videos, CD-rom, video games, clothing, books, magazines and other related merchandise.

TOWER LATINA

EC Ecuador

TOWER LATINA

GT Guatemala

TOWER LATINA

MX Mexico

TRADEMARK

REEL: 002294 FRAME: 0490

TOWER LATINA
PE

Case Number: 28784.5551

Status: Registered

Application Number: 98217
Filing Date: 29-Dec-99
Class(es): 35
Goods: The bringing together for the benefit of others of a variety of goods (excluding transport thereof) enabling customers to conveniently view and purchase those goods, also by on-line means, and all other services in this class.

Registration Number: 20703
Registration Date: 16-Mar-00
Next Renewal Date: 16-Mar-10

TOWER LATINA
PY Paraguay

Case Number: 28784.5550

Status: Registered

Application Number: 25100
Filing Date: 09-Nov-99
Class(es): 42
Goods: Retail store services and online retail store services in the field of records, cassettes, compact discs, videos, CD-rom, video games, clothing, books, magazines and other related merchandise.

Registration Number: 226470
Registration Date: 11-Jul-00
Next Renewal Date: 11-Jul-10

TOWER LATINA
US United States of America

Case Number: 28784.2550

Status: Registered

Application Number: 75871814
Filing Date: 14-Dec-99
Class(es): 35
Goods: Retail store services in the field of records, cassettes, compact discs, videos, CD-rom, video games, clothing, books, magazines.

Registration Number: 2415694
Registration Date: 26-Dec-00
Next Renewal Date: 26-Dec-10

42

Case Number: 28784.5552

Registration Number: 319297

Registration Date: 06-Jul-00

Next Renewal Date: 06-Jul-10

Status: Registered

TOWER LATINA

UY Uruguay

Application Number: 319297

Filing Date: 17-Dec-99

Class(es): 35

Goods: Retail store services and online retail services in the field of records, cassettes, compact discs, videos, CD-rom, video games, clothing, books, magazines and other related merchandise.

Case Number: 28784.5553

Registration Number: 9920996

Registration Date: 03-Dec-99

Next Renewal Date: 35

Status: Published

TOWER LATINA

VE Venezuela

Application Number: 9920996

Filing Date: 03-Dec-99

Class(es): 35

Goods: Providing information and advise relating to records, cassettes, compact discs, videos, CD-ROM, video games, clothing, books, magazines and other relate merchandise, provided by global computer network, by telephone, by catalogue and at retail stores.

Case Number: 28784.2620

Registration Number: 76042982

Registration Date: 08-May-00

Next Renewal Date: 35

Status: Published

TOWER MANIA

US United States of America

Application Number: 76042982

Filing Date: 08-May-00

Class(es): 35

Goods: Retail store services and telephone, catalog, mail and online ordering services featuring phonograph records, audio-video cassette tapes, compact discs, DVD's, books, magazines, computer software, clothing, laser discs, event tickets, and gift certificates.

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TOWER NEWS

Case Number: 28784.2420

Status: Allowed

US United States of America

Application Number: 75281509
Filing Date: 25-Apr-97
Class(es): 35
Goods: Retail store services featuring newspapers, books and magazines.

Registration Number: 44
Registration Date:
Next Renewal Date:

TOWER OUTLET

Case Number: 28784.2070

Status: Registered

US United States of America

Application Number: 74488227
Filing Date: 08-Feb-94
Class(es): 42
Goods: 42: Retail store services in the field of discounted records, cassettes, compact discs, videos, CD-ROM and video games, books, prints, posters, clothing and related merchandise.

Registration Number: 1879004
Registration Date: 14-Feb-95
Next Renewal Date: 14-Feb-05

45

TOWER RECORDS
AD Andorra

Case Number: 28784.8021

Status: Registered

Application Number: 7695
Filing Date: 12-Aug-97
Class(es): 9, 16, 25
Goods: All goods in classes.

Registration Number: 7173
Registration Date: 12-Aug-97
Next Renewal Date: 12-Aug-07

TOWER RECORDS

AE United Arab Emirates

Case Number: 28784.9010 Status: Pending

Application Number: 36138

Registration Number:

Filing Date: 06-May-00

Registration Date:

Class(es): 35

Next Renewal Date:

Goods:

Mail order, catalog, telephone, online and retail store services featuring phonograph records, audio and video cassette tapes, compact discs, CD roms, video games, clothing, books and magazines.

TOWER RECORDS

AR Argentina

Case Number: 28784.4015

Status: Registered

Application Number: 1866129

Registration Number: 1714239

Filing Date: 22-Dec-92

Registration Date: 11-Jan-99

Class(es): 42

Next Renewal Date: 11-Jan-09

Goods:

Retail store services in the field of records, cassettes, magazines, needles and compact discs.

TOWER RECORDS

AR Argentina

Case Number: 28784.7029

Status: Registered

Application Number: 2054578

Registration Number: 1725985

Filing Date: 28-Oct-96

Registration Date: 19-Mar-99

Class(es): 25

Next Renewal Date: 19-Mar-09

Goods:

All goods in class 25.

TOWER RECORDS
AR Argentina **Case Number:** 28784.8013 **Status:** Registered

Application Number: 1949524
Filing Date: 30-Nov-94
Class(es): 35

Registration Number: 1629441
Registration Date: 01-Apr-97
Next Renewal Date: 01-Apr-07

Goods: 35: Services rendered in depositing within a single store, for free selection and purchase by the consumer, wares of different origin, namely: sound records, software and video; related.

TOWER RECORDS
AR Argentina **Case Number:** 28784.8014 **Status:** Registered

Application Number: 1949523
Filing Date: 30-Nov-94
Class(es): 16

Registration Number: 1729638
Registration Date: 08-Apr-99
Next Renewal Date: 08-Apr-09

Goods: Stationery, magazines, books, pamphlets, flyers, carrier bags, packaging materials, gift certificates and posters, all relating to the sale of sound recordings, software, videos, books and related accessories.

TOWER RECORDS
AR Argentina **Case Number:** 28784.8015 **Status:** Registered

Application Number: 1949522
Filing Date: 30-Nov-94
Class(es): 9

Registration Number: 1729637
Registration Date: 08-Apr-99
Next Renewal Date: 08-Apr-09

Goods: Records, cassettes, magazines and needles.

Case Number: 28784.6018

Case Number: 28784.6018

Case Number: 28784.4022

Case Number: 28784.4022

Case Number: 28784.4022

Status: Registered

Status: Registered

Status: Registered

Status: Registered

Status: Registered

Registration Number: A495098

Registration Number: A495099

Registration Number: 1795

Registration Number: 1795

Registration Number: 1795

Registration Date: 24-Feb-94

Registration Date: 24-Feb-94

Registration Date: 13-Dec-95

Registration Date: 13-Dec-95

Registration Date: 13-Dec-95

Next Renewal Date: 09-Sep-09

Next Renewal Date: 09-Sep-09

Next Renewal Date: 13-Dec-05

Next Renewal Date: 13-Dec-05

Next Renewal Date: 13-Dec-05

Goods: The arrangement of competitions for entertainment, entertainment services, the rental of records, tapes, compact discs, and other sound recordings, motion pictures, video tapes.

Case Number: 28784.6019

Case Number: 28784.6019

Case Number: 28784.4022

Case Number: 28784.4022

Case Number: 28784.4022

Status: Registered

Status: Registered

Status: Registered

Status: Registered

Status: Registered

Registration Number: A495099

Registration Number: A495099

Registration Number: 1795

Registration Number: 1795

Registration Number: 1795

Registration Date: 24-Feb-94

Registration Date: 24-Feb-94

Registration Date: 13-Dec-95

Registration Date: 13-Dec-95

Registration Date: 13-Dec-95

Next Renewal Date: 09-Sep-09

Next Renewal Date: 09-Sep-09

Next Renewal Date: 13-Dec-05

Next Renewal Date: 13-Dec-05

Next Renewal Date: 13-Dec-05

Goods: 42: Retail services in Class 42 relating to vinyl records and other recorded music and video, cassette tapes, cassette single tapes, blank cassette tapes, music videos, blank video.

Case Number: 28784.4022

Case Number: 28784.4022

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Case Number: 28784.4022

Status: Registered

Status: Registered

Status: Registered

Status: Registered

Status: Registered

Registration Number: 1795

Registration Number: 1795

Registration Number: 1795

Registration Number: 1795

Registration Number: 1795

Registration Date: 13-Dec-95

Registration Date: 13-Dec-95

Registration Date: 13-Dec-95

Registration Date: 13-Dec-95

Registration Date: 13-Dec-95

Next Renewal Date: 13-Dec-05

Next Renewal Date: 13-Dec-05

Next Renewal Date: 13-Dec-05

Next Renewal Date: 13-Dec-05

Next Renewal Date: 13-Dec-05

Goods: 42: Retail store services in the field of records, cassettes, compact discs, videos, cd-rom and video games, clothing, books, magazines and related merchandise.

TRADEMARK

REEL: 002294 FRAME: 0496

TOWER RECORDS

BO Bolivia

Application Number: 9601336
Filing Date: 17-Apr-96
Class(es): 9
Goods: Records, cassettes, compact discs, CD-ROM's, videos, video games and computer programs.

Registration Number: C74671
Registration Date: 31-Aug-99
Next Renewal Date: 31-Aug-09

Case Number: 28784.6020

Status: Registered

TOWER RECORDS

BO Bolivia

Application Number: 9601337
Filing Date: 17-Apr-96
Class(es): 16
Goods: Books and magazines on music and the entertainment world.

Registration Number: C74672
Registration Date: 31-Aug-99
Next Renewal Date: 31-Aug-09

Case Number: 28784.6021

Status: Registered

TOWER RECORDS

BO Bolivia

Application Number: 9601338
Filing Date: 17-Apr-96
Class(es): 25
Goods: Clothing.

Registration Number: C74673
Registration Date: 31-Aug-99
Next Renewal Date: 31-Aug-09

Case Number: 28784.6022

Status: Registered

TRADEMARK

REEL: 002294 FRAME: 0497

TOWER RECORDS
BR Brazil

Case Number: 28784.5023 Status: Pending

Application Number: 819093459
Filing Date: 11-Apr-96
Class(es): 16
Goods: Books, magazines and other printed matter relating to music and entertainment.

Registration Number:
Registration Date:
Next Renewal Date:

TOWER RECORDS
BR Brazil

Case Number: 28784.5024 Status: Pending

Application Number: 819093440
Filing Date: 11-Apr-96
Class(es): 25
Goods: Clothing.

Registration Number:
Registration Date:
Next Renewal Date:

TOWER RECORDS
BX Benelux

Case Number: 28784.5012 Status: Registered

Application Number: 789822
Filing Date: 04-Dec-92
Class(es): 9, 16, 25, 26, 35, 41
Goods: 9: Apparatus and instruments for recording and reproduction of sound and/or images; video apparatus; cassettes, records, tapes and compact discs bearing or for bearing recorded sound.

Registration Number: 524784
Registration Date: 04-Dec-92
Next Renewal Date: 04-Dec-02

TOWER RECORDS

CH

Switzerland

Case Number: 28784.6013

Status: Registered

Application Number: 561619934

Registration Number: 410171

Filing Date: 01-Apr-93

Registration Date: 16-Jun-94

Class(es): 9,41

Next Renewal Date: 01-Apr-03

Goods: 9: Apparatus and instruments for recording and reproduction of sound and/or images; video.
41: Publication of books and magazines; organization of competitions for entertainment.

TOWER RECORDS

CL

Chile

Case Number: 28784.4012

Status: Registered

Application Number: 245175

Registration Number: 420094

Filing Date: 02-Jul-93

Registration Date: 18-Jan-94

Class(es): 9

Next Renewal Date: 18-Jan-04

Goods: Retail store services in the field of records, cassettes, compact disc, videotapes, books and related merchandise.

TOWER RECORDS

CN

China

Case Number: 28784.7014

Status: Registered

Application Number: 93094380

Registration Number: 779992

Filing Date: 29-Sep-93

Registration Date: 28-Nov-95

Class(es): 35

Next Renewal Date: 27-Nov-05

Goods: 35: Promotional activities for sale of records, CD's, videos, books, periodicals, tapes and related merchandise.

TRADEMARK

REEL: 002294 FRAME: 0500

TOWER RECORDS

CO Colombia

Case Number: 28784.5028 Status: Registered

Application Number: 96016452
Filing Date: 03-Apr-96
Class(es): 42
Goods: 42: Retail store services in the field of records, cassettes, compact discs, videos, CD rom, video games, computer programs, books, magazines and clothes.

Registration Number: 190395
Registration Date: 31-Oct-96
Next Renewal Date: 31-Oct-06

TOWER RECORDS

CR Costa Rica

Case Number: 28784.9011 Status: Registered

Application Number: 7978
Filing Date: 22-May-00
Class(es): 35
Goods: Retail store services and telephone, catalog, mail and online ordering services featuring phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, books, magazines, computer software, clothing, laser discs, event tickets, and gift certificates.

Registration Number: 247978
Registration Date: 21-Nov-00
Next Renewal Date: 21-Nov-10

TOWER RECORDS

CU Cuba

Case Number: 28784.4017 Status: Registered

Application Number: 72792
Filing Date: 23-Nov-92
Class(es): 39
Goods: Retail store services featuring records, videos, compact discs, cassettes, books and related merchandise.

Registration Number: 119890
Registration Date: 15-Jun-93
Next Renewal Date: 23-Nov-02

TOWER RECORDS
EC Ecuador

Case Number: 28784.6028

Status: Registered

Application Number: 65646
Filing Date: 09-Feb-96
Class(es): 9
Goods: As described by Int'l Cl. 9

Registration Number: 3349
Registration Date: 16-Oct-97
Next Renewal Date: 16-Oct-07

TOWER RECORDS
EC Ecuador

Case Number: 28784.7021

Status: Registered

Application Number: 65647
Filing Date: 09-May-96
Class(es): 16
Goods: As described by Int'l Cl. 16.

Registration Number: 335097
Registration Date: 16-Oct-97
Next Renewal Date: 16-Oct-07

TOWER RECORDS
EC Ecuador

Case Number: 28784.7022

Status: Registered

Application Number: 65648
Filing Date: 09-Feb-96
Class(es): 25
Goods: As described by Int'l Cl. 25.

Registration Number: 335197
Registration Date: 17-Oct-97
Next Renewal Date: 17-Oct-07

Case Number: 28784.7023 Status: Registered

TOWER RECORDS

EC Ecuador

Application Number: 65649

Filing Date: 09-Feb-96

Class(es): 42

Goods: As described by Int'l Cl. 42.

Registration Number: 137497

Registration Date: 15-Oct-97

Next Renewal Date: 15-Oct-07

TOWER RECORDS

EG Egypt

Application Number: 97243

Filing Date: 04-Sep-95

Class(es): 42

Goods: Retail store services in the field of records, cassettes, compact discs, videos, CD-ROMs and video games, clothing, books, magazines and related merchandise.

Case Number: 28784.4023 Status: Registered

Registration Number: 97243

Registration Date: 28-Jul-99

Next Renewal Date: 04-Sep-02

Case Number: 28784.8020

Registration Number: 495663

Registration Date: 06-Jul-99

Next Renewal Date: 13-Mar-07

Status: Registered

Application Number: 495663

Filing Date: 13-Mar-97

Class(es): 9, 16, 25

Goods: Class 9: Apparatus and instruments for the recording, transmission and reproduction of sound or images; computer software, electronic recording media; and parts and fittings therefor.
Class 16: Books, magazines and newspapers; printed matter; stationery; posters; photographs; wrapping and packaging materials; carrier bags.
Class 25: Articles of clothing; headgear; footwear.

Case Number: 28784.5014

Registration Number: 132380

Registration Date: 06-Jun-94

Next Renewal Date: 06-Jun-04

Status: Registered

Application Number: 531592

Filing Date: 09-Nov-92

Class(es): 9

Goods: 9: Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound, pre-recorded or blank video tape.

Case Number: 28784.4027

Registration Number: 95586570

Registration Date: 01-Sep-95

Next Renewal Date: 31-Aug-05

Status: Registered

Application Number: 95586570

Filing Date: 01-Sep-95

Class(es): 42

Goods: 42: Restaurants and café services.

TOWER RECORDS

EU

European Community

TRADEMARK

REEL: 002294 FRAME: 0505

Case Number: 28784.6014

Status: Registered

TOWER RECORDS

GB United Kingdom

Application Number: 1250987

Registration Number: 1250987

Filing Date: 25-Sep-85

Registration Date: 25-Sep-85

Class(es): 25

Next Renewal Date: 25-Sep-06

Goods: T-shirts, sweatshirts, hats scarves, and neckties.

TOWER RECORDS

GB United Kingdom

Case Number: 28784.6016

Status: Registered

Application Number: 1312379

Registration Number: 1312379

Filing Date: 11-Jun-87

Registration Date: 28-Jun-91

Class(es): 25

Next Renewal Date: 11-Jun-08

Goods: Articles of outer clothing, T-shirts, sweatshirts; hats, scarves, neckties; belts; footwear.

TOWER RECORDS

GB United Kingdom

Case Number: 28784.8012

Status: Registered

Application Number: 1584980

Registration Number: 1584980

Filing Date: 14-Sep-94

Registration Date: 14-Sep-94

Class(es): 9

Next Renewal Date: 14-Sep-11

Goods: Cassettes, records, tapes and compact discs all bearing or for bearing recorded sound; pre-recorded and blank video tapes; cleaning apparatus and parts and fittings for all the aforesaid.

Case Number: 28784.7017

Status: Pending

TOWER RECORDS

GT

Guatemala

Application Number:

941831

Filing Date:

01-Mar-94

Class(es):

42

Goods:

42: Retail store services in the field of records, cassettes, compact discs, videos, CD-Rom and video games, clothing, books, magazines and related merchandise in International Class 42.

Case Number: 28784.8017

Status: Pending

TOWER RECORDS

HK

Hong Kong

Application Number:

29621995

Filing Date:

13-Mar-95

Class(es):

42

Goods:

42: Store retailing; musical recordings; entertainment software; periodicals; video tapes, clothing; blank audio, video and other recording tapes and disks; cleaning apparatus for musical and video recordings and recorders; storage apparatus for musical and video recordings; software, periodicals, and posters all not being instructional nor educational materials.

Case Number: 28784.8018

Status: Pending

TOWER RECORDS

HK

Hong Kong

Application Number:

64531995

Filing Date:

30-May-95

Class(es):

9

Goods:

9: Cassette tapes, records, tapes, video tapes; discs, compact discs; software; media for recording sound, images and data; all not being educational materials or materials for instructional or teaching use.

TOWER RECORDS
ID Indonesia
Case Number: 28784.8010 Status: Pending

Application Number: H4HC01011829
Filing Date: 03-Oct-94
Class(es): 42
Goods: Retail store services in the field of records, cassettes, compact discs, videos, CD-ROM and video games, clothing, books, magazines and related merchandise.
Registration Number:
Registration Date:
Next Renewal Date:

TOWER RECORDS
ID Indonesia
Case Number: 28784.8022 Status: Registered

Application Number: D9721361
Filing Date: 01-Oct-97
Class(es): 9
Goods: Records, cassettes, compact discs, video tapes, video games and computer programs.
Registration Number: 429519
Registration Date: 29-Apr-99
Next Renewal Date: 01-Apr-07

TOWER RECORDS
ID Indonesia
Case Number: 28784.8023 Status: Registered

Application Number: D9721362
Filing Date: 01-Oct-97
Class(es): 16
Goods: Stationery, printed matter, magazines and books, carrier bags, packaging, posters and photographs, greeting cards and postcards, pens, song books.
Registration Number: 429520
Registration Date: 29-Apr-99
Next Renewal Date: 01-Apr-07

Case Number: 28784.8024 **Status:** Registered

TOWER RECORDS
ID Indonesia

Application Number: D9721363
Filing Date: 01-Oct-97
Class(es): 25
Goods: Clothing, namely, hats, shirts, T-shirts, vests, jackets and sweat shirts.

Registration Number: 429336

Registration Date: 29-Apr-99

Next Renewal Date: 01-Apr-07

TOWER RECORDS
ID Indonesia

Case Number: 28784.8025 **Status:** Pending

Application Number: D9721364
Filing Date: 01-Oct-97
Class(es): 42
Goods: Retail store services in the field of records, cassettes, compact discs, videos, CD roms, and video games, clothing, books, magazines and related merchandise.

Registration Number:

Registration Date:

Next Renewal Date:

TOWER RECORDS
ID Ireland

Case Number: 28784.5017 **Status:** Registered

Application Number: 926537
Filing Date: 18-Dec-92
Class(es): 16
Goods: Stationery, printed matter, magazines and books, carrier bags, packaging, posters and photographs, greeting cards and postcards, pens, song books.

Registration Number: 154930

Registration Date: 18-Dec-92

Next Renewal Date: 18-Dec-09

TOWER RECORDS
IE Ireland

Case Number: 28784.5018 Status: Registered

Application Number: 926538
Filing Date: 18-Dec-92
Class(es): 25
Goods: Articles of outer clothing; T-shirts; skirts and sweatshirts; socks, stockings and tights; hats, scarves and neckties; belts; footwear.

Registration Number: 154931
Registration Date: 18-Dec-92
Next Renewal Date: 18-Dec-09

TOWER RECORDS
IL Israel

Case Number: 28784.8109 Status: Published

Application Number: 136339
Filing Date: 29-Mar-00
Class(es): 35
Goods: Retail store services and telephone, catalog, mail and online ordering services featuring phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, books, magazines, computer software, clothing, laser discs, event tickets, and gift certificates.

Registration Number:
Registration Date:
Next Renewal Date:

TOWER RECORDS
IN India

Case Number: 28784.7019 Status: Pending

Application Number: 640532
Filing Date: 15-Sep-94
Class(es): 9
Goods: Records, cassettes, compact discs, videos, CD-ROM and video games and related merchandise.

Registration Number:
Registration Date:
Next Renewal Date:

TOWER RECORDS

IT Italy

Case Number: 28784.6010

Status: Registered

Application Number: 34547C85
Filing Date: 03-Jul-85
Class(es): 9
Goods: 9: Records, tapes, CD's, video cassettes.

Registration Number: 464327

Registration Date: 09-Feb-87

Next Renewal Date: 03-Jul-05

TOWER RECORDS

JM Jamaica

Case Number: 28784.4018

Status: Registered

Application Number: 91667
Filing Date: 10-Mar-95
Class(es): 9
Goods: 9: Sound and video recording and reproducing.

Registration Number: 28491

Registration Date: 15-Mar-95

Next Renewal Date: 10-Mar-02

TOWER RECORDS

JO Jordan

Case Number: 28784.9013

Status: Pending

Application Number: 60225
Filing Date: 24-May-00
Class(es): 35
Goods: Retail store services and telephone, catalog, mail and online ordering services featuring phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, books, magazines, computer software, clothing, laser discs, event tickets, and gift certificates.

Registration Number:

Registration Date:

Next Renewal Date:

TRADEMARK

REEL: 002294 FRAME: 0511

TOWER RECORDS
JP Japan

Case Number: 28784.7010 Status: Registered

Application Number: 61112697
Filing Date: 24-Oct-86
Class(es): 26
Goods: Printed matter, photographs and all other goods in this class.

Registration Number: 2133067
Registration Date: 28-Apr-89
Next Renewal Date: 28-Apr-09

TOWER RECORDS
JP Japan

Case Number: 28784.8019 Status: Registered

Application Number: 1193038
Filing Date: 13-Oct-99
Class(es): 18
Goods: Handbags, and other bags, sacks; portable cases for cosmetic utensils.

Registration Number: 4409794
Registration Date: 18-Aug-00
Next Renewal Date: 18-Aug-10

TOWER RECORDS
KW Kuwait

Case Number: 28784.9014 Status: Pending

Application Number: 46062
Filing Date: 27-Mar-00
Class(es): 35
Goods: Retail store services and telephone, catalog, mail and online ordering services featuring phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, books, magazines, computer software, clothing, laser discs, event tickets, and gift certificates.

Registration Number:
Registration Date:
Next Renewal Date:

TOWER RECORDS

LB Lebanon

Case Number: 28784.9015

Status: Registered

Application Number: 16293

Filing Date: 27-May-00

Class(es): 35

Goods:

Retail store services and telephone, catalog, mail and online ordering services featuring phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, books, magazines, computer software, clothing, laser discs, event tickets, and gift certificates.

Registration Number: 83703

Registration Date: 12-Oct-00

Next Renewal Date: 27-May-15

MA Morocco

TOWER RECORDS

Case Number: 28784.9016

Status: Registered

Application Number: 73449

Filing Date: 15-May-00

Class(es): 35

Goods:

Retail store services and telephone, catalog, mail and online ordering services featuring phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, books, magazines, computer software, clothing, laser discs, event tickets, and gift certificates.

Registration Number: 73449

Registration Date: 15-May-00

Next Renewal Date: 15-May-20

TOWER RECORDS

MO Macau

Case Number: 28784.7016

Status: Registered

Application Number: 13505M

Filing Date: 13-Apr-94

Class(es): 42

Goods:

42: Technical services rendered in sales and retail stores in the field of records, cassettes, compact discs, videos, CD-ROM and video games, clothing, books, magazines and related merchandise.

Registration Number: 13505M

Registration Date: 10-Apr-95

Next Renewal Date: 13-Apr-04

TOWER RECORDS
MX Mexico
Case Number: 28784.4010 Status: Registered

Application Number: 141243
Filing Date: 04-Jun-92
Class(es): 18
Goods: Leather and imitations of leather and goods made of these materials and not included in other classes; animal skins, hides; trunks and traveling bags; umbrellas, parasols and walking sticks.
Registration Number: 421681
Registration Date: 10-Sep-92
Next Renewal Date: 04-Jun-02

TOWER RECORDS
MX Mexico
Case Number: 28784.4011 Status: Registered

Application Number: 141240
Filing Date: 04-Jun-92
Class(es): 16
Goods: Paper, cardboard and goods made from these materials, not included in other classes; printed matter; stationery or household purposes, artists' materials; paint brushes.
Registration Number: 421680
Registration Date: 10-Sep-92
Next Renewal Date: 04-Jun-02

TOWER RECORDS
MX Mexico
Case Number: 28784.8016 Status: Registered

Application Number: 146373
Filing Date: 04-Aug-92
Class(es): 42
Goods: Services related with the sale of records, audio, video and electronic recorded and unrecorded cassettes.
Registration Number: 424794
Registration Date: 04-Aug-92
Next Renewal Date: 04-Aug-02

TOWER RECORDS
MY Malaysia

Case Number: 28784.7028 Status: Pending

Application Number: 9700175
Filing Date: 07-Jan-97
Class(es): 16
Goods:

Registration Number:
Registration Date:
Next Renewal Date:
Paper and paper articles; cardboard and cardboard articles; printed matter; books; periodicals, stationery, brochures, advertisement boards of paper or cardboard, leaflets.

TOWER RECORDS
MY Malaysia

Case Number: 28784.8011 Status: Registered

Application Number: 9410579
Filing Date: 16-Nov-94
Class(es): 9
Goods:

Registration Number: 9410579
Registration Date: 16-Nov-94
Next Renewal Date: 16-Nov-01
Records, cassettes, compact discs, videos, CD-rom and video games.

TOWER RECORDS
MY Malaysia

Case Number: 28784.8027 Status: Pending

Application Number: 9719300
Filing Date: 01-Dec-97
Class(es): 35
Goods:

Registration Number:
Registration Date:
Next Renewal Date:
Retail store services in the field of records, cassettes, compact discs, videos, CD-rom and video games, clothing, books, magazines and related merchandise.

TOWER RECORDS
NO Norway

Case Number: 28784.6011 Status: Registered

Application Number: 890114

Registration Number: 144680

Filing Date: 11-Jan-89

Registration Date: 11-Apr-91

Class(es): 41, 42

Next Renewal Date: 11-Apr-11

Goods:

Class 41: Education and entertainment, video taping, rental of records, cassettes, tapes, compact discs, video tapes and films, rental of sound reproducing and sound recording apparatus.

TOWER RECORDS
PA Panama

Case Number: 28784.8029 Status: Pending

Application Number: 105858

Registration Number:

Filing Date: 03-Mar-00

Registration Date:

Class(es): 42

Next Renewal Date:

Goods:

Providing of food and drinks; temporary accommodation; medical, hygienic and beauty care; veterinary and agricultural services; legal services; scientific and industrial research; computer programming; services that cannot be placed in other classes; on-line and retail services in the field of records, cassettes, compact discs, videos, CD-rom and video games, clothing, books and magazines.

TOWER RECORDS

PE Peru

Case Number: 28784.4019 Status: Registered

Application Number: 216511
Filing Date: 19-Feb-93
Class(es): 42
Goods: 42: Retail store services in the field of records, cassettes, compact discs, video tapes, books and related merchandise.

Registration Number: 000762
Registration Date: 12-Nov-93
Next Renewal Date: 12-Nov-03

TOWER RECORDS

PH Philippines

Case Number: 28784.7018 Status: Pending

Application Number: 93894
Filing Date: 15-Jul-94
Class(es): 42
Goods: Retail record and tape services.

Registration Number:
Registration Date:
Next Renewal Date:

TOWER RECORDS

PL Poland

Case Number: 28784.4026 Status: Registered

Application Number: Z153671
Filing Date: 23-Nov-95
Class(es): 42
Goods:

Registration Number: 105611
Registration Date: 28-Sep-98
Next Renewal Date: 23-Nov-05

Case Number: 28784.5010

Registration Number: 8151

Registration Date: 15-Dec-87

Next Renewal Date: 06-Apr-05

Status: Registered

Application Number: 06-Apr-95

Filing Date: 42

Class(es): 42

Goods: 42: Retail record and tape services.

Case Number: 28784.6024

Registration Number: 190148

Registration Date: 25-Nov-96

Next Renewal Date: 25-Nov-06

Status: Registered

Application Number: 6794

Filing Date: 29-Mar-96

Class(es): 9

Goods: Records, cassettes, compact discs, CD ROM's, video games and computer programs.

Case Number: 28784.6025

Registration Number: 192880

Registration Date: 03-Jun-97

Next Renewal Date: 03-Jun-07

Status: Registered

Application Number: 6791

Filing Date: 29-Mar-96

Class(es): 16

Goods: 16: Books, magazines, and other printed materials relating to music, entertainment and computers.

TOWER RECORDS

PO

Puerto Rico

Paraguay

Paraguay

Paraguay

TRADEMARK

REEL: 002294 FRAME: 0518

Case Number: 28784.6026 Status: Pending

TOWER RECORDS
PY Paraguay

Registration Number:
Registration Date:
Next Renewal Date:

Application Number: 6792
Filing Date: 29-Mar-96
Class(es): 25
Goods: Clothing.

Case Number: 28784.6027 Status: Registered

TOWER RECORDS
PY Paraguay

Registration Number: 190147
Registration Date: 25-Nov-96
Next Renewal Date: 25-Nov-06

Application Number: 6793
Filing Date: 29-Mar-96
Class(es): 42
Goods: Retail, catalog, and on-line sale of records, cassettes, compact discs, videos, video games, CD ROM's, books, magazines, computer software, clothing, laser discs and related merchandise.

Case Number: 28784.4024 Status: Registered

TOWER RECORDS
SA Saudi Arabia

Registration Number: 38132
Registration Date: 09-Sep-95
Next Renewal Date: 09-May-05

Application Number: 30759
Filing Date: 09-Sep-95
Class(es): 9
Goods: 9: Records, cassettes, compact discs, videos, cd-roms, video games and computer software.

TOWER RECORDS

SA Saudi Arabia

Case Number: 28784.4029

Status: Registered

Application Number: 30760
Filing Date: 09-Sep-95
Class(es): 16
Goods: 16: Books and magazines.

Registration Number: 37930
Registration Date: 09-Sep-95
Next Renewal Date: 09-May-05

TOWER RECORDS

SA Saudi Arabia

Case Number: 28784.5020

Status: Registered

Application Number: 30761
Filing Date: 09-Sep-95
Class(es): 25
Goods: 25: Clothing including footwear, headgear.

Registration Number: 37931
Registration Date: 09-Sep-95
Next Renewal Date: 09-May-05

TOWER RECORDS

SG Singapore

Case Number: 28784.7012

Status: Registered

Application Number: 65089
Filing Date: 03-Feb-89
Class(es): 9
Goods: Sound and video recordings and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound, pre-recorded or blank video...

Registration Number: 65089
Registration Date: 03-Feb-89
Next Renewal Date: 03-Feb-06

TOWER RECORDS
SG Singapore

Case Number: 28784.8028 Status: Registered

Application Number: T9901688Z
Filing Date: 24-Feb-99
Class(es): 35
Goods:

Registration Number: T9901688Z
Registration Date: 24-Feb-99
Next Renewal Date: 24-Feb-09

Retail services with respect to records, cassettes, compact discs, cd-rom's, computer software, laser discs, DVDs and other recorded music and video, unrecorded video and audio tapes, books, magazines on music and entertainment, clothing, gift certificates and related merchandise.

TOWER RECORDS
TH Thailand

Case Number: 28784.7013 Status: Registered

Application Number: 244192
Filing Date: 27-Apr-93
Class(es): 42
Goods:

Registration Number: 2066
Registration Date: 15-Dec-94
Next Renewal Date: 27-Apr-03

Retail store services in the field of records, tapes, cassettes, compact discs, videos.

TOWER RECORDS
TR Turkey

Case Number: 28784.7025 Status: Registered

Application Number: 975326
Filing Date: 15-Apr-97
Class(es): 9
Goods:

Registration Number: 184212
Registration Date: 15-Apr-97
Next Renewal Date: 15-Apr-07

Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; pre-recorded or blank video tapes; cleaning apparatus for records and for recording and playback heads of sound and video recording and reproducing apparatus; parts and fittings included in class 9 for all the aforesaid goods.

TOWER RECORDS
TR Turkey

Case Number: 28784.7026 Status: Registered

Application Number: 975326
Filing Date: 15-Apr-97
Class(es): 16
Goods:

Registration Number: 184212
Registration Date: 15-Apr-97
Next Renewal Date: 15-Apr-07

Stationery; printed matter; magazines and books; carrier bags; packaging; posters and photographs; greeting cards and postcards; pens; song books.

TOWER RECORDS
TR Turkey

Case Number: 28784.7027 Status: Registered

Application Number: 975326
Filing Date: 15-Apr-97
Class(es): 25
Goods:

Registration Number: 184212
Registration Date: 15-Apr-97
Next Renewal Date: 15-Apr-07

Articles of outer clothing; T-shirts; skirts and sweatshirts; socks, stockings and tights, hats, scarves and neck ties; belts; footwear.

TOWER RECORDS
TW Taiwan

Case Number: 28784.4020 Status: Registered

Application Number: 84042485
Filing Date: 22-Aug-95
Class(es): 16
Goods:
16: Books, magazines.

Registration Number: 00735975
Registration Date: 16-Nov-96
Next Renewal Date: 15-Nov-06

Case Number: 28784.4021

Status: Registered

TOWER RECORDS

TW Taiwan

Application Number: 84039295

Filing Date: 04-Apr-95

Class(es): 25

Goods: 25: Clothing.

Registration Number: 00732898

Registration Date: 16-Oct-96

Next Renewal Date: 15-Oct-06

TOWER RECORDS

TW Taiwan

Application Number: 86063251

Filing Date: 15-Dec-97

Class(es): 42

Goods: 42: On-line sales of products.

Registration Number: 00105382

Registration Date: 01-Dec-98

Next Renewal Date: 30-Nov-08

Case Number: 28784.8026

Status: Registered

TOWER RECORDS

US United States of America

Application Number: 73473347

Filing Date: 02-Apr-84

Class(es): 42

Goods: 42: Retail record and tape services.

Case Number: 28784.2010

Status: Registered

Registration Number: 1469741

Registration Date: 15-Dec-87

Next Renewal Date: 15-Dec-07

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TOWER RECORDS

US

United States of America

Case Number: 28784.2020

Status: Registered

Application Number: 75287111

Filing Date: 06-May-97

Class(es): 35

Goods:

35: Mail order services, mail order catalog services and computerized on-line ordering services featuring phonograph records, audio-video cassette tapes, compact discs, cd-rom's, books, magazines, computer software, clothing and laser discs.

Registration Number: 2213918

Registration Date: 29-Dec-98

Next Renewal Date: 29-Dec-08

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TOWER RECORDS

UY

Uruguay

Case Number: 28784.5029

Status: Pending

Application Number: 287124

Filing Date: 05-May-96

Class(es): 9, 16, 25, 42

Goods:

Class 9 : Records, cassettes, CD's, videos, CD-ROM's, video games and computer programs
Class 16: Books and magazines on music and the entertainment world.
Class 25: Clothing
Class 42: Retail stores services in the field of records, cassettes, CD's, videos, CD-ROMS, video games, computer programs, book, magazines and clothing.

Registration Number: 287124

Registration Date:

Next Renewal Date:

Case Number: 28784.5011

Status: Registered

TOWER RECORDS

VE Venezuela

Application Number: 933195
Registration Number: S1215
Filing Date: 03-Mar-93
Registration Date: 10-Jul-95
Class(es): 42
Next Renewal Date: 10-Jul-05
Goods: Retail store services in the field of records, cassettes, compact discs, video tapes, books and related merchandise.

Case Number: 28784.6029

Status: Registered

TOWER RECORDS

VE Venezuela

Application Number: 962728
Registration Number: P197490
Filing Date: 01-Mar-96
Registration Date: 09-May-97
Class(es): 9
Next Renewal Date: 09-May-07
Goods: Records, cassettes, CD's video tapes, video games and computer programs.

Case Number: 28784.7020

Status: Registered

TOWER RECORDS

VE Venezuela

Application Number: 962729
Registration Number: P197491
Filing Date: 01-Mar-96
Registration Date: 09-May-97
Class(es): 16
Next Renewal Date: 09-May-07
Goods: Books and magazines on music and the entertainment world.

TRADEMARK

REEL: 002294 FRAME: 0525

TOWER RECORDS

VE

Venezuela

Case Number: 28784.7024 Status: Registered

Application Number: 962736

Filing Date: 01-Mar-96

Class(es): 25

Goods: Clothing.

Registration Number: P197498
Registration Date: 09-May-97
Next Renewal Date: 09-May-07

TOWER RECORDS

ZA

South Africa

Case Number: 28784.4025 Status: Registered

Application Number: 9511272

Filing Date: 28-Aug-95

Class(es): 42

Goods: 42: Retail, wholesale, selling, marketing, distribution, promotion, merchandising, import, export or mail order services; retail store services in the field of records, cassettes.

Registration Number: 9511272
Registration Date: 28-Aug-95
Next Renewal Date: 28-Aug-05

TOWER RECORDS & DESIGN (HORIZONTAL)

Case Number: 28784.4014 Status: Registered

CA Canada

Application Number: 625800

Registration Number: 463090

Filing Date: 17-Feb-89

Registration Date: 06-Sep-96

Class(es):

Next Renewal Date: 06-Sep-11

Goods:

Scientific, audio-visual, electrical, photographic, cinematographic, optical measuring, signaling, and supervisory apparatus and equipment; musical instruments, musical performance apparatus and accessories; apparatus for recording, transmission or reproduction of sounds and images; records, cassette tapes and parts, fittings and equipment and cleaning apparatus thereof; calculating machines and data processing equipment; printed matter namely books, periodicals, magazines, binders, calendars, posters, diaries, photographs, stationery, greeting cards, postcards; pens, pencils; instructional and teaching materials namely manuals and songbooks; containing materials namely record sleeves, record covers, book covers, containers for tapes, records and compact discs, carrier bags; novelty items, namely coffee mugs, toys, playing cards, match books; clothing and accessories namely T-shirts, sweatshirts, skirts, pants, hats, scarves, neckties, socks, stockings and tights, belts, badges, pins, belt clasps, cuff links, footwear; headgear namely hair ornaments.

TOWER RECORDS & DESIGN (VERTICAL)

Case Number: 28784.4013 Status: Registered

CA Canada

Application Number: 625782

Registration Number: 463089

Filing Date: 17-Feb-89

Registration Date: 06-Sep-96

Class(es): 9, 16, 25, 41

Next Renewal Date: 06-Sep-11

Goods:

9: Scientific, audio-visual, electrical, photographic, cinematographic, optical measuring, signaling and supervisory apparatus and equipment; musical instruments.

TRADEMARK

REEL: 002294 FRAME: 0527

TOWER RECORDS (IN CYRILLIC)
RU Russian Federation

Case Number: 28784.6017 Status: Registered

Application Number: 123718

Registration Number: 94739

Filing Date: 29-Jun-90

Registration Date: 29-Jun-90

Class(es): 16, 25, 26, 41, 42

Next Renewal Date: 29-Jun-10

Goods:

Class 9: Scientific, nautical, surveying and electrical apparatus and instruments (including wireless), photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision, lifesaving and teaching apparatus and instruments); coin or counterfeid apparatus, talking machines; cash registers, calculating machines, fire-extinguishing apparatus.

Class 16: Stationery; printed matter; magazines and books; carrier bags; packagings; posters and photographs; greeting cards and postcards; pens; song books.

Class 25: Articles of outer clothing, T-shirts, skirts and sweatshirts; socks, stockings and tights; hats; scarves and neckties; belts; footwear.

Class 26: Badges for wear; hair bands; belt clasps; buttons; brooches; hat ornaments; cuff links and tie pins.

Class 41: Publication of books and magazines; organization of competitions for entertainment; entertainment services; rental of records, tapes, compact discs and videos bearing recorded sound; rental of motion pictures; booking agencies for the sale of tickets for theater productions and concerts.

Class 42: Retail services.

TOWER RECORDS (STYLIZED)
US United States of America

Case Number: 28784.2090 Status: Registered

Application Number: 74488396

Registration Number: 1879006

Filing Date: 09-Feb-94

Registration Date: 14-Feb-95

Class(es): 42

Next Renewal Date: 14-Feb-05

Goods:

Retail store services in the field of records, cassettes, compact discs, videos, CD-rom and video games, clothing, books and magazines.

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TOWER RECORDS (Tradename)
MX Mexico

Case Number: 28784.7015

Status: Registered

Application Number: 18346

Registration Number: 18346

Filing Date: 22-Jul-93

Registration Date: 22-Jul-93

Class(es): 25

Next Renewal Date: 22-Jul-03

Goods: 25: Clothing, footwear, headgear.

TOWER RECORDS AND DESIGN (TREBLE CLEF
DESIGN)

Case Number: 28784.4610

Status: Registered

AU Australia

Application Number: 600898

Registration Number: 600898

Filing Date: 26-Apr-93

Registration Date: 26-Apr-93

Class(es): 25

Next Renewal Date: 26-Apr-10

Goods: Clothing, footwear, headgear.

TOWER RECORDS DEVICE

Case Number: 28784.5013

Status: Registered

BX Benelux

Application Number: 411949

Registration Number: 675700

Filing Date: 01-Jul-85

Registration Date: 16-Apr-86

Class(es): 9, 16

Next Renewal Date: 16-Apr-06

Goods: 9: Records, tapes, compact discs, video cassettes.
16: Stationery, printed matter and books, carrier bags and packaging, posters.

TOWER RECORDS DEVICE

ES Spain

Application Number: 1295717
Filing Date: 07-Jan-92
Class(es): 9
Goods:

9: Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; pre-recorded or blank video tapes.

Case Number: 28784.6012

Registration Number: 1295717
Registration Date: 07-Jan-92
Next Renewal Date: 07-Jan-02

Status: Registered

TOWER RECORDS DEVICE

FR France

Application Number: 750468
Filing Date: 04-Jul-85
Class(es): 9
Goods:

9: Records, tapes, compact discs, video cassettes.

Case Number: 28784.5015

Registration Number: 1315051
Registration Date: 04-Jul-85
Next Renewal Date: 03-Jul-05

Status: Registered

TOWER RECORDS DEVICE

FR France

Application Number: 769047
Filing Date: 26-Nov-85
Class(es): 16
Goods:

16: Stationery, printed matter and books, carrier bags and packaging; posters.

Case Number: 28784.5016

Registration Number: 1332321
Registration Date: 26-Nov-85
Next Renewal Date: 25-Nov-05

Status: Registered

TRADEMARK

REEL: 002294 FRAME: 0530

TOWER RECORDS DEVICE
IE Ireland

Case Number: 28784.5019 Status: Registered

Application Number: 16591
Filing Date: 14-Jan-91
Class(es): 9
Goods: 9: Sound and video recording and reproducing apparatus and instruments; cassettes, records, tapes and compact discs bearing or for bearing recorded sound; pre-recorded or blank.

Registration Number: B144224
Registration Date: 14-Jan-91
Next Renewal Date: 14-Jan-08

TOWER RECORDS TOP & DESIGN
GB United Kingdom

Case Number: 28784.6015 Status: Registered

Application Number: 1313183
Filing Date: 16-Jun-87
Class(es): 16
Goods: 16: Printed matter; photographs; stationery; magazines and periodicals; posters; binders; calendars; diaries; all relating to the music industry and included in Class 16.

Registration Number: 1313183
Registration Date: 16-Jun-87
Next Renewal Date: 16-Jun-08

TOWER RECORDS TOP (STYLIZED)
GB United Kingdom

Case Number: 28784.4211 Status: Registered

Application Number: 2005516
Filing Date: 16-Dec-94
Class(es): 16
Goods: 16: Printed matter; photographs; stationery; magazines and periodicals; posters; binders; calendars; diaries; all relating to music and the entertainment industry.

Registration Number: 2005516
Registration Date: 16-Dec-94
Next Renewal Date: 16-Dec-04

TOWER RECORDS VIDEO
HK Hong Kong

Case Number: 28784.4050 Status: Pending

Application Number: 64531995
Filing Date: 30-May-95
Class(es): 9
Goods:

Registration Number:
Registration Date:
Next Renewal Date:

Cassette tapes, records, tapes, video tapes; discs, compact discs; software; media for recording sound, images and data; all not being educational materials or materials for instructional or teaching use.

TOWER RECORDS VIDEO (STYLIZED)
US United States of America

Case Number: 28784.2180 Status: Registered

Application Number: 74488210
Filing Date: 08-Feb-94
Class(es): 42
Goods:

Registration Number: 1878147
Registration Date: 07-Feb-95
Next Renewal Date: 07-Feb-05

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42: Retail store services in the field of records, cassettes, compact discs, videos, CD roms and video games, clothing, books and magazines.

TOWER RECORDS' ESSENTIALS COLLECTION
US United States of America

Case Number: 28784.2650 Status: Pending

Application Number: 76048246
Filing Date: 15-May-00
Class(es): 35
Goods:

Registration Number:
Registration Date:
Next Renewal Date:

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Retail store services and telephone, catalog, mail and online ordering services featuring phonograph records, audio-video cassette tapes, compact discs, CD-rom's, DVD's, books, magazines, computer software, clothing, laser discs, event tickets, and gift certificates.

Case Number: 28784.2050

Status: Registered

TOWER RECORDS/VIDEO

US United States of America

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Application Number: 73762713

Registration Number: 1548727

Filing Date: 09-Nov-88

Registration Date: 18-Jul-89

Class(es): 42

Next Renewal Date: 18-Jul-09

Goods: 42: Retail store services in the field of video cassette tapes and related merchandise.

Case Number: 28784.2080

Status: Registered

TOWER RECORDS/VIDEO/BOOKS

US United States of America

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Application Number: 74488229

Registration Number: 1906108

Filing Date: 08-Feb-94

Registration Date: 18-Jul-95

Class(es): 42

Next Renewal Date: 18-Jul-05

Goods: 42: Retail store services, in the field of records, cassettes, compact discs, videos, CD-rom and video games, clothing, books and magazines.

Case Number: 28784.2460

Status: Registered

TOWER TO TOWER RUN

US United States of America

53

Application Number: 75472500

Registration Number: 2275788

Filing Date: 22-Apr-98

Registration Date: 07-Sep-99

Class(es): 36

Next Renewal Date: 07-Sep-09

Goods: Charitable fundraising services.

TOWER VIDEO

Case Number: 28784.6045 Status: Pending

AE United Arab Emirates

Application Number: 36137
Filing Date: 06-May-00
Class(es): 35
Goods:

Registration Number:
Registration Date:
Next Renewal Date:

Mail order, catalog, telephone, online and retail store services featuring phonograph records, audio and video cassette tapes, compact discs, CD roms, video games, clothing, books and magazines.

TOWER VIDEO

Case Number: 28784.4044 Status: Registered

AR Argentina

Application Number: 1866130
Filing Date: 22-Dec-92
Class(es): 42
Goods:

Registration Number: 1500869
Registration Date: 31-Jan-94
Next Renewal Date: 31-Jan-04

42: All services in International Class 42.

TOWER VIDEO

Case Number: 28784.5040 Status: Registered

AU Australia

Application Number: 495100
Filing Date: 09-Sep-88
Class(es): 41
Goods:

Registration Number: A495100
Registration Date: 24-Feb-94
Next Renewal Date: 09-Sep-09

41: The arrangement of competitions for entertainment, services, the rental of records, tapes, compact discs and other sound recordings, motion pictures, video tapes and ...

TRADEMARK

REEL: 002294 FRAME: 0534

TOWER VIDEO
AU Australia
Case Number: 28784.5041 Status: Registered

Application Number: 495101
Filing Date: 09-Sep-88
Class(es): 42
Goods: 42: Retail services in Class 42 relating to vinyl records and other recorded music and video, cassette tapes, cassette single tapes, blank cassette tapes, music videos, blank video

TOWER VIDEO
BR Brazil
Case Number: 28784.4045 Status: Registered

Application Number: 817188657
Filing Date: 27-Apr-93
Class(es): 40,15
Goods: 40: Retail store services in the field of records, cassettes, compact discs, video tapes, books and related merchandise.

TOWER VIDEO
CL Chile
Case Number: 28784.4042 Status: Registered

Application Number: 245177
Filing Date: 02-Jul-93
Class(es): 9
Goods: 9: A commercial establishment for sale of records, cassettes, compact discs, video tapes and related merchandise in all the regions of Chile.

TOWER VIDEO

CL Chile

Case Number: 28784.4052

Status: Registered

Application Number: 245177

Filing Date: 02-Jul-93

Class(es): 9

Goods:

9: A commercial establishment for sale of records, cassettes, compact discs, video tapes and related.

Registration Number: 420095

Registration Date: 18-Jan-94

Next Renewal Date: 18-Jan-04

TOWER VIDEO

CN China

Case Number: 28784.5042

Status: Registered

Application Number: 93094381

Filing Date: 29-Sep-93

Class(es): 35

Goods:

Promotional activities for sale of records, CD's, videos, books, periodicals, tapes and related merchandise.

Registration Number: 779994

Registration Date: 28-Nov-95

Next Renewal Date: 27-Nov-05

TOWER VIDEO

CO Colombia

Case Number: 28784.6042

Status: Registered

Application Number: 97014354

Filing Date: 18-Mar-97

Class(es): 9

Goods:

9: Records, cassettes, compact discs, videos, cd roms, computer software, laser discs, and related merchandise.

Registration Number: 202487

Registration Date: 28-Oct-97

Next Renewal Date: 28-Oct-07

TOWER VIDEO

CO Colombia

Case Number: 28784.6043

Status: Registered

Application Number: 97014356
Filing Date: 18-Mar-97
Class(es): 42
Goods:

Registration Number: 201954
Registration Date: 09-Oct-97
Next Renewal Date: 09-Oct-07

Retail store services, catalog and on-line sales featuring records, cassettes, compact discs, videos, CD ROM's, books, magazines, computer software, clothing, and laser discs and related merchandise.

TOWER VIDEO

CU Cuba

Case Number: 28784.4046

Status: Registered

Application Number: 72992
Filing Date: 23-Nov-92
Class(es): 39
Goods:

Registration Number: 119889
Registration Date: 23-Nov-92
Next Renewal Date: 23-Nov-02

Retail Store Services featuring Records, videos, compact discs, cassettes, books and related merchandise.

TOWER VIDEO

EC Ecuador

Case Number: 28784.5048

Status: Registered

Application Number: 66047
Filing Date: 23-Feb-96
Class(es): 9
Goods:

Registration Number: 96098
Registration Date: 03-Mar-98
Next Renewal Date: 03-Mar-08

All goods in Int'l Cl. 9.

Case Number: 28784.5049

Registration Number: 96198

Registration Date: 03-Mar-98

Next Renewal Date: 03-Mar-08

Status: Registered

TOWER VIDEO

EC Ecuador

Application Number: 66048

Filing Date: 23-Feb-96

Class(es): 16

Goods: 16: All goods in class.

TOWER VIDEO

EC Ecuador

Application Number: 66049

Filing Date: 23-Feb-96

Class(es): 25

Goods: 25: All goods in class.

TOWER VIDEO

EC Ecuador

Application Number: 66050

Filing Date: 23-Feb-96

Class(es): 42

Goods: 42: All goods in class.

Case Number: 28784.6040

Status: Registered

Registration Number: 96298

Registration Date: 03-Mar-98

Next Renewal Date: 03-Mar-08

Status: Registered

Case Number: 28784.5043 Status: Pending

TOWER VIDEO

HK Hong Kong

Application Number: 64531995

Filing Date: 30-May-95

Class(es): 9

Goods: Cassette tapes, records, tapes, video tapes; discs, compact discs; software; media for recording sound, images and data; all not being educational materials or materials for instructional or teaching use.

Registration Number:

Registration Date:

Next Renewal Date:

TOWER VIDEO

MX Mexico

Application Number: 141242

Filing Date: 04-Jun-92

Class(es): 42

Goods: 42: Retail commercialization services of all kinds of goods.

Registration Number: 431304

Registration Date: 24-Feb-93

Next Renewal Date: 04-Jun-02

Case Number: 28784.4041 Status: Registered

TOWER VIDEO

PA Panama

Application Number: 105856

Filing Date: 03-Mar-00

Class(es): 42

Goods: Providing of food and drinks; temporary accommodation; medical, hygienic and beauty care; veterinary and agricultural services; legal services; scientific and industrial research; computer programming; services that cannot be placed in other classes; on-line and retail services in the field of video cassette tapes and related merchandise.

Registration Number:

Registration Date:

Next Renewal Date:

Case Number: 28784.6044 Status: Published

TRADEMARK

REEL: 002294 FRAME: 0539

Case Number: 28784.4047

Registration Number: 000761

Registration Date: 12-Nov-93

Next Renewal Date: 12-Nov-03

Status: Registered

TOWER VIDEO
PE Peru

Application Number: 216513

Filing Date: 19-Feb-93

Class(es): 42

Goods: 42: Retail store services in the field of records, cassettes, compact discs, video tapes, books and related merchandise.

Case Number: 28784.5044

Registration Number: 000761

Registration Date: 12-Nov-93

Next Renewal Date: 12-Nov-03

Status: Pending

TOWER VIDEO
PH Philippines

Application Number: 119394

Filing Date: 04-Apr-97

Class(es): 42

Goods: 42: Retail store services in the field of video cassette tapes.

Case Number: 28784.2040

Registration Number: 1546888

Registration Date: 04-Jul-89

Next Renewal Date: 04-Jul-09

Status: Registered

TOWER VIDEO
US United States of America

Application Number: 73762712

Filing Date: 09-Nov-88

Class(es): 42

Goods: 42: Retail store services in the field of video cassette tapes and related merchandise.

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TOWER VIDEO

VE Venezuela

Case Number: 28784.4048

Status: Registered

Application Number: 933194
 Filing Date: 03-Mar-93
 Class(es): 42
 Goods: Retail store services in the field of records, cassettes, compact discs, video tapes, books and related merchandise.

Registration Number: S1214
 Registration Date: 10-Jul-95
 Next Renewal Date: 10-Jul-05

TOWER VIDEO

VE Venezuela

Case Number: 28784.5045

Status: Registered

Application Number: 962732
 Filing Date: 01-Mar-96
 Class(es): 9
 Goods: Records, cassettes, CD's video tapes, video games and computer programs.

Registration Number: P197494
 Registration Date: 09-May-97
 Next Renewal Date: 09-May-07

TOWER VIDEO

VE Venezuela

Case Number: 28784.5046

Status: Registered

Application Number: 962730
 Filing Date: 01-Mar-96
 Class(es): 16
 Goods: Books and magazines on music and the entertainment world.

Registration Number: P197492
 Registration Date: 09-May-97
 Next Renewal Date: 09-May-07

TOWER VIDEO

VE Venezuela

Case Number: 28784.5047 Status: Registered

Application Number: 962731
Filing Date: 01-Mar-96
Class(es): 25
Goods: Clothing.

Registration Number: P197493
Registration Date: 09-May-97
Next Renewal Date: 09-May-07

TOWER VIDEO DESIGN

CA Canada

Case Number: 28784.4043 Status: Registered

Application Number: 625347
Filing Date: 13-Feb-89
Class(es):
Goods:

Registration Number: 474746
Registration Date: 15-Apr-97
Next Renewal Date: 15-Apr-12

Publication and sale of books and magazines; organization of competitions for entertainment; operation of a retail, wholesale and mail order business for the sale and rental of records, tapes, books compact discs and videos including motion pictures; and booking agencies for the sale of tickets for theatre productions and concerts.

TOWER VIDEO DEVICE

FR France

Case Number: 28784.4049 Status: Registered

Application Number: 769057
Filing Date: 26-Nov-85
Class(es): 9,16
Goods: 16: Stationery, printed matter and books; carrier bags and packaging; posters.

Registration Number: 1332330
Registration Date: 26-Nov-85
Next Renewal Date: 25-Nov-05

TOWERBOOKSTORE

US United States of America

Case Number: 28784.2730

Status: Pending

55

Application Number: 76233215

Registration Number:

Filing Date: 30-Mar-01

Registration Date:

Class(es): 35

Next Renewal Date:

Goods: Online, telephone, catalog and retail store services in the field of records, cassettes, compact discs, CD-rom's, computer software, laser discs, DVD's and other recorded music and video, unrecorded video and audio tapes, books, magazines on music and entertainment, clothing, gift certificates and related merchandise.

TOWERDIRECT

AR Argentina

Case Number:28784.4514

Status: Published

Application Number: 2304118

Registration Number:

Filing Date: 28-Aug-00

Registration Date:

Class(es): 35

Next Renewal Date:

Goods: Retail sale of a wide variety of goods and services through a global computer network; mail order services featuring a wide variety of goods and services; telephone order services featuring a wide variety of goods and services; promoting the goods and services of others by placing advertisement and promotional displays in an electronic site accessed through a global computer network; on-line ordering services featuring customized music CDs created to the order and specification of the customer.

Case Number: 28784.4510 **Status:** Pending

TOWERDIRECT

CA Canada

Application Number: 1072998

Registration Number:

Filing Date: 28-Aug-00

Registration Date:

Class(es):

Next Renewal Date:

Goods: Retail sale of a wide variety of goods and services through a global computer network; mail order services featuring a wide variety of goods and services; telephone order services featuring a wide variety of goods and services; promoting the goods and services of others by placing advertisement and promotional displays in an electronic site accessed through a global computer network; on-line ordering services featuring customized music CDs created to the order and specification of the customer;

Entertainment services, namely, providing a website on a global computer network featuring information in the field of entertainment, movies, motion pictures, computer software, computer hardware, computer games, videos, books, magazines, consumer electronics; providing an on-line database on a global computer network featuring excerpts of music recordings and videos; Computer services, namely, providing online magazines and newsletters in the field of entertainment, videos, motion pictures, computer software, computer games, computer hardware, games, books, magazines, consumer electronics.

Case Number: 28784.4512 Status: Pending

TOWERDIRECT

EU European Community

Application Number: 1827419
Registration Number:
Filing Date: 28-Aug-00
Registration Date:
Class(es): 9, 35, 41, 42
Next Renewal Date:
Goods: Class 35: Retail sale of a wide variety of goods and services through a global computer network; mail order services featuring a wide variety of goods and services; telephone order services featuring a wide variety of goods and services; promoting the goods and services of others by placing advertisement and promotional displays in an electronic site accessed through a global computer network; on-line ordering services featuring customized music CDs created to the order and specification of the customer. Class 41: Entertainment services, namely, providing a website on a global computer network featuring information in the field of entertainment, movies, motion pictures, computer software, computer hardware, computer games, videos, books, magazines, consumer electronics; providing an on-line database on a global computer network featuring excerpts of music recordings and videos. Class 42: Computer services, namely, providing online magazines and newsletters in the field of entertainment, videos, motion pictures, computer software, computer games, computer hardware, games, books, magazines, consumer electronics.

TOWERDIRECT

JP Japan

Case Number: 28784.4511 **Status:** Pending
Registration Number:
Registration Date:
Next Renewal Date:
Goods: Class 35: Retail sale of goods and services through a global computer network; mail order services of goods and services; telephone order services of goods and services; promoting the goods and services of others by placing advertisement and promotional displays in an electronic site accessed through a global computer network; on-line ordering services, promoting sales of goods/services, advertising, professional business consultancy, marketing research, commercial sales information supply. Class 41: Providing a web site on a global computer network; providing an on-line database on a global computer network featuring excerpts of music recordings and videos, entertainment, entertainment information. Class 42: Providing online magazines and newsletters and other computer services.

Case Number: 28784.4513 Status: Registered

TOWERDIRECT

MX Mexico

Application Number: 444537

Filing Date: 28-Aug-00

Class(es): 35

Goods: Retail sale of a wide variety of goods and services through a global computer network; mail order services featuring a wide variety of goods and services; telephone order services featuring a wide variety of goods and services; promoting the goods and services of others by placing advertisement and promotional displays in an electronic site accessed through a global computer network; on-line ordering services featuring customized music CDs created to the order and specification of the customer.

Registration Number: 681088

Registration Date: 14-Dec-00

Next Renewal Date: 28-Aug-10

TOWERDIRECT

MX Mexico

Application Number: 444538

Filing Date: 28-Aug-00

Class(es): 42

Goods: Computer services, namely, providing online magazines and newsletters in the field of entertainment, videos, motion pictures, computer software, computer games, computer hardware, games, books, magazines, consumer electronics.

Case Number: 28784.4515 Status: Registered

Registration Number: 681089

Registration Date: 14-Dec-00

Next Renewal Date: 28-Aug-10

TOWERDIRECT

US United States of America

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Application Number: 75931460

Registration Number:

Filing Date: 28-Feb-00

Registration Date:

Class(es): 35, 41, 42

Next Renewal Date:

Goods:

Class 35: Retail sale of a wide variety of goods and services through a global computer network; mail order services featuring a wide variety of goods and services; telephone order services featuring a wide variety of goods and services; promoting the goods and services of others by placing advertisement and promotional displays in an electronic site accessed through a global computer network; on-line ordering services featuring customized music CDs created to the order and specification of the customer.

Class 41: Entertainment services, namely, providing a website on a global computer network featuring information in the field of entertainment, movies, motion pictures, computer software, computer hardware, computer games, videos, books, magazines, consumer electronics; providing an on-line database on a global computer network featuring excerpts of music recordings and videos.

Class 42: Computer services, namely, providing online magazines and newsletters in the field of entertainment, videos, motion pictures, computer software, computer games, computer hardware, games, books, magazines, consumer electronics.

AMENDED AND RESTATED SECURITY AGREEMENT dated as of April 27, 2001, among MTS, Incorporated, a California corporation ("MTS"), each Subsidiary of MTS (other than Tower Records Kabushiki Kaisha, a Japanese corporation ("TRKK" and, together with MTS, the "Borrowers"), and its subsidiaries) listed on Schedule I hereto or becoming a party hereto as provided in Section 7.15 (each such subsidiary being individually called a "Subsidiary Grantor" and collectively, the "Subsidiary Grantors"; the Subsidiary Grantors and MTS are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as collateral agent (the "Collateral Agent") for the Secured Parties (as defined below).

Reference is made to the Amended and Restated Credit Agreement dated as of April 27, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MTS, TRKK, the lenders from time to time party thereto (the "Lenders") and the Chase Manhattan Bank, as administrative agent for the Lenders. Capitalized terms used and not defined herein shall have the meanings assigned to them in the Credit Agreement.

Pursuant to the Existing Credit Agreement, certain of the Grantors and the Collateral Agent entered into a Security Agreement dated April 23, 1998 (the "Existing Security Agreement"). The parties hereto have agreed, as a condition to the effectiveness of the Credit Agreement, to amend and restate the Existing Security Agreement in the form of this Agreement. make Loans to the Borrowers upon the terms and subject to the conditions set forth in the Credit Agreement.

Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Certain Terms Used Herein.

As used herein, the following terms shall have the following meanings:

"Account Debtor" means any person who is or may become obligated to any Grantor under, with respect to or on account of an Account.

"Accounts" means any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in

the future, including accounts receivable from Affiliates of the Grantors.

"Accounts Receivable" means all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Collateral" means all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts, (g) Investment Property and (h) Proceeds.

"Collection Deposit Account" means a lockbox account of a Grantor maintained for the benefit of the Secured Parties with the Collateral Agent pursuant to Article V or with a Sub-Agent pursuant to a Lockbox Agreement.

"Commodity Account" means an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"Commodity Contract" means a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"Commodity Customer" means a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"Commodity Intermediary" means (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting to any Grantor the right to use any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or

any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Documents" means all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"Entitlement Holder" shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

"Equipment" means all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

"Financial Asset" means (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"Fixtures" mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"General Intangibles" means all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships,

limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

"Hedging Agreement" means any interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement.

"Intellectual Property" means all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" means all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"Investment Property" means all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

"License" means any Patent License, Trademark License, Copyright License or other license or sublicense relating to Intellectual Property to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder or materially increase the license fee in the event of such assignment or grant).

"Lockbox Agreement" means a Lockbox Agreement substantially in the form of Annex 2 hereto among a Grantor, the Collateral Agent and a Sub-Agent or such other form as may be agreed upon by a Grantor, the Collateral Agent and a Sub-Agent.

"Obligations" means (a) the due and punctual payment of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Secured Parties under the Credit Agreement, the Guarantee Agreement and the other Loan Documents and (b) the due and punctual payment and performance of all obligations of the Loan Parties, monetary or otherwise, under each Hedging Agreement entered into to mitigate interest rate risks or exchange rate risks with a counterparty that was a Lender or an Affiliate of a Lender at the time such Hedging Agreement was entered into.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" shall mean a certificate substantially in the form of Exhibit G to the Credit Agreement, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Chief Financial Officer of the Borrowers' Agent.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other

involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License (v) all cash and negotiable instruments received by or held on behalf of the Collateral Agent in connection with any Collection Deposit Accounts and (vi) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Parties" means the Lenders, the Agents, the Collateral Agent, each other holder of or obligee in respect of any Obligation and the successors and assigns of each of the foregoing.

"Securities" means any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c) (i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

"Securities Account" means an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"Security Entitlements" means the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

"Security Interest" shall have the meaning assigned to such term in Section 2.01.

"Securities Intermediary" means (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

"Sub-Agent" means a financial institution which shall have delivered to the Collateral Agent an executed Lockbox and Depository Agreement.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V except for "Intent to Use" applications for Trademark or Service Mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral now or hereafter owned by such Grantor (the "Security Interest"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements, continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing

or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party, to the extent permitted by law.

SECTION 2.02. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. Title and Authority. Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

SECTION 3.02. Filings. (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements (unless a Grantor shall change its name or location).

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof or in a form appropriate for filing with the appropriate office, to the satisfaction of the Collateral Agent, with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. Validity of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions (except as to vehicles) and (c) a perfected security interest in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document,

assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office.

ARTICLE IV

Covenants

SECTION 4.01. Change of Name; Location of Collateral; Records; Place of Business. (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral subject only to Liens permitted pursuant to Section 6.02 of the Credit Agreement. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in reasonable detail showing the identity, amount and location of any and all Collateral.

SECTION 4.02. Periodic Certification. Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.01 of the Credit Agreement, if so requested by the Collateral Agent, the Borrowers' Agent shall deliver to the Collateral Agent a certificate executed by the chief financial officer and the chief

legal officer of the Borrowers' Agent (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

SECTION 4.03. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith. If any amount greater than \$1,000,000 that is payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent. Each Grantor further agrees that it will not take any action or permit any action to be taken that would cause any membership interest in a limited liability company or partnership interest pledged hereunder to become a "security" as defined in Article 8 of the Uniform Commercial Code of any State or the District of Columbia, unless such membership interest or partnership interest has been certificated and pledged to the Collateral Agent pursuant to the Pledge Agreement.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; provided, however, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral. Each Grantor agrees that it will use its reasonable best efforts to take such actions within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 4.05. Inspection and Verification. Subject to Section 5.06 of the Credit Agreement, the Collateral Agent and its designated agents shall have the right, at the Grantors' own cost and expense and at reasonable times and upon reasonable notice, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Collateral in the possession of any third person, by contacting the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent may not contact Account Debtors unless an Event of Default has occurred and is continuing. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.12 of the Credit Agreement).

SECTION 4.06. Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or

other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. Assignment of Security Interest. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.09. Use and Disposition of Collateral. None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.10. Limitation on Modification of Accounts. None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof,

release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. Legend. Each Grantor shall legend, in form and manner satisfactory to the Collateral Agent, its books, records and documents evidencing or pertaining to its Accounts Receivable with an appropriate reference to the fact that the Collateral Agent has a security interest therein.

SECTION 4.12. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of the business of the Borrowers and the Subsidiaries, taken as a whole, may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by such Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of the business of the Borrowers and the Subsidiaries, taken as a whole, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a Copyright material to the conduct of the business of the Borrowers and the Subsidiaries, taken as a whole, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of the business of the Borrowers and the Subsidiaries, taken as a whole, may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding the Grantor's ownership of any such Patent, Trademark

or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright material to the conduct of the business of the Borrowers and the Subsidiaries, taken as a whole (or for the registration of any such Trademark or Copyright), with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of the business of the Borrowers and the Subsidiaries, taken as a whole, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of the business of the Borrowers and the Subsidiaries, taken as a whole, has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right,

title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Collections

SECTION 5.01. Collection Deposit Accounts. (a) At any time that an Event of Default has occurred and is continuing, upon the written request of the Collateral Agent, each Grantor agrees to establish and maintain one or more Collection Deposit Accounts with the Collateral Agent or with any financial institution that is satisfactory to the Collateral Agent and enters into a Lockbox Agreement.

(b) Upon and after the establishment of any Collection Deposit Accounts as provided above, each Grantor shall use all reasonable efforts to prevent any funds which are not Proceeds of Collateral from being deposited into, or otherwise commingled with, the funds held in the Collection Deposit Accounts. Unless and until the Collection Deposit Accounts are converted to closed lockbox accounts pursuant to paragraph (c) below, each Grantor may at any time withdraw any of the funds contained in a Collection Deposit Account of such Grantor for use, subject to the provisions of the Loan Documents, for general corporate purposes. If all Events of Default that had occurred shall be cured or waived or are no longer continuing, any Grantor may notify each Sub-Agent that such Collection Deposit Account shall no longer be in effect.

(c) Effective upon notice to the Grantors from the Collateral Agent after the occurrence and during the continuance of an Event of Default (which notice may be given by telephone if promptly confirmed in writing), each Collection Deposit Account will, without any further action on the part of any Grantor, the Collateral Agent or any Sub-Agent, convert into a closed lockbox account under the exclusive dominion and control of the Collateral Agent in which funds are held subject to the rights of the Collateral Agent hereunder. No Grantor shall thereafter have any right or power to withdraw funds from any Collection Deposit account without the prior written consent of the Collateral Agent until all Events of Default are cured or waived. The Grantors irrevocably authorize the Collateral Agent to notify each Sub-Agent (i) of the occurrence of an Event of Default and (ii) of the matters referred to in this paragraph (c). Following the occurrence of an Event of Default, the Collateral Agent may instruct each Sub-Agent to transfer immediately all funds in each Collection Deposit Account to an account maintained with the Collateral Agent. If all Events of Default that had occurred shall be cured or waived or are no longer continuing, any Grantor may notify each Sub-Agent that such Collection Deposit Account shall no longer be a closed lockbox account.

SECTION 5.02. Collections. So long as no Event of Default shall have occurred and be continuing, the Grantors shall

have the right to collect all Accounts Receivable and other payments in respect of Inventory in the ordinary course of their businesses; provided, however, that the Grantors agree, if an Event of Default shall occur and be continuing and if the Collateral Agent shall by notice to the Grantors so request (which notice may be given by telephone if promptly confirmed in writing), (i) to arrange for remittances on any Accounts Receivable and Inventory to be made directly to Collection Deposit Accounts established in accordance with Section 5.01, and (ii) promptly to deposit all payments received by the Grantors on account of Accounts Receivable and Inventory, whether in the form of cash, checks, notes, drafts, bills of exchange, money orders or otherwise, in such Collection Deposit Accounts in precisely the form in which received (but with any endorsements of the Grantors necessary for deposit or collection), and until they are so deposited such payments shall be held in trust by the Grantors for and as the property of the Collateral Agent and shall not be commingled with the Grantors' other funds.

SECTION 5.03. Power of Attorney. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or

any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees on demand to deliver each item of Collateral to the Collateral Agent or to such location specified by the Collateral Agent as is reasonably convenient to both such Grantor and the Collateral Agent, and it is agreed that, to the extent permitted by law, the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass against Grantors to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the

Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using

any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral as follows:

FIRST, to the payment of all reasonable costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase

money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Grantor shall be given to it at its address or telecopy number set forth on Schedule I, as the case may be, with a copy to the Borrowers' Agent.

SECTION 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no party hereto shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except (x) that assignees of Lenders will acquire interests in the Collateral and (y) as otherwise expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective permitted successors and assigns.

SECTION 7.06. Collateral Agent's Fees and Expenses; Indemnification. (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the

other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or wilful misconduct of an Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.08. Waivers; Amendment. (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required under Section 9.02 of the Credit Agreement.

SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced

in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will be affected by the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. Termination. (a) This Agreement and the Security Interest shall terminate when all the Obligations (other than inchoate indemnity Obligations) have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent.

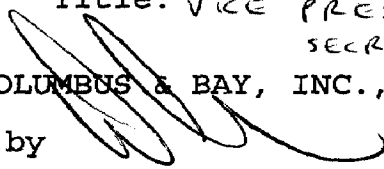
(b) The Collateral shall be released under the circumstances set forth in Section 9.15 of the Credit Agreement.

SECTION 7.15. Additional Grantors. Pursuant to Section 5.09 of the Credit Agreement, certain Subsidiaries that were not originally parties hereto are required to become parties to this Agreement as Grantors. Upon the execution and delivery after the date hereof by the Collateral Agent and any Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MTS, INCORPORATED,
by 

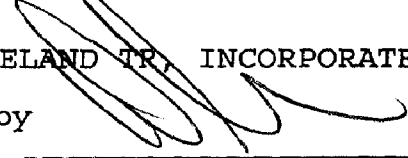
Name: DE VAUGHN D. SEARSON
Title: VICE PRESIDENT FINANCE,
SECRETARY-TREASURER

COLUMBUS & BAY, INC.,
by 

Name:
Title:

8775 SUNSET, INC.,
by 

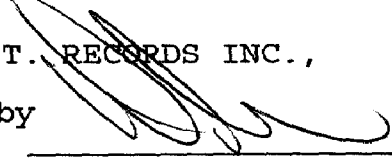
Name:
Title:

IRELAND TR, INCORPORATED,
by 

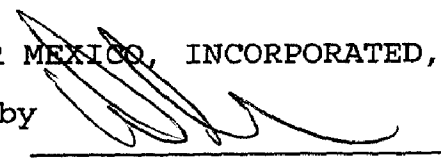
Name:
Title:

JEREMY'S HOLDINGS, LLC,
by 

Name:
Title:

R.T. RECORDS INC.,
by 

Name:
Title:

TR MEXICO, INCORPORATED,
by 

Name:
Title:

T.R. SERVICES, INCORPORATED,

by 

Name:
Title:

THREE A'S HOLDINGS, L.L.C.,

by 

Name:
Title:

THE CHASE MANHATTAN BANK, as
Collateral Agent,

by 

Name: Susan E. Atkins
Title: Managing Director

SUBSIDIARY GRANTORS

COLUMBUS & BAY, INC.

8775 SUNSET, INC.

IRELAND TR, INCORPORATED

JEREMY'S HOLDINGS, LLC

R.T. RECORDS INC.

TR MEXICO, INCORPORATED

T.R. SERVICES, INCORPORATED

THREE A'S HOLDINGS, L.L.C.

COPYRIGHTS

NONE

LICENSES

[SEE ATTACHED]

SCHEDULE OF EACH GRANTOR'S TRADEMARK LICENSES

Trademark Licenses (with MTS, Incorporated as Licensor)

1. MTS, Incorporated will license trademarks to Tower Records Greater China.
2. MTS, Incorporated has licensed trademarks to franchisees in Malaysia, the Philippines, Columbia, Ecuador and Israel.
3. MTS, Incorporated licenses trademarks to Tower Records Incorporated (*Kabushiki Kaisha*) in Japan.
4. MTS, Incorporated licenses trademarks in Mexico to its 50% owned joint venture.
5. MTS, Incorporated licenses trademarks to T.R. Services, Incorporated.
6. MTS, Incorporated has entered into various cross-licensing and distribution agreements in connection with the use of its trademarks on the internet.

Trademark Licenses (with MTS, Incorporated as Licensee)

1. MTS, Incorporated and its subsidiaries have obtained various licenses to intellectual property from third parties in the ordinary course of business.

PATENTS

NONE

TRADEMARKS

[SEE ATTACHED]

SUPPLEMENT NO. [] dated as of [], to the Amended and Restated Security Agreement dated as of April 27, 2001, among MTS, Incorporated, a California corporation ("MTS"), each Subsidiary of MTS (including Tower Records Kabushiki Kaisha, a Japanese corporation ("TRKK" and, together with MTS, the "Borrowers") and its Subsidiaries listed on Schedule I hereto (each such subsidiary being individually called a "Subsidiary Grantor" and collectively, the "Subsidiary Grantors"; the Subsidiary Grantors and MTS are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

A. Reference is made to the Amended and Restated Credit Agreement dated as of April 27, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MTS, TRKK, the lenders from time to time party thereto (the "Lenders") and the Chase Manhattan Bank, as administrative agent for the Lenders.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans. Section 7.15 of Security Agreement provides that certain Subsidiaries that were not originally parties to the Security Agreement are required to become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as

defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name Of New Grantor],

by

Name:
Title:
Address:

THE CHASE MANHATTAN BANK, as
Collateral Agent,

by

Name:
Title:

SCHEDULE I
TO SUPPLEMENT NO. _____ TO THE
SECURITY AGREEMENT

LOCATION OF COLLATERAL

Description

Location

<<NYCORP~1251007.4:4606W:04/26/01-8:28p>>

TRADEMARK
REEL: 002294 FRAME: 0584

LOCKBOX AGREEMENT dated as of [],
among [Name of Grantor], a [] corporation (the
"Grantor"), THE CHASE MANHATTAN BANK, a New York banking
corporation ("Chase"), as collateral agent (in such
capacity, the "Collateral Agent") for the Secured Parties
(such term, and each other capitalized term used but not
defined herein, having the meaning given it in the Security
Agreement referred to below) and [Name of Sub-Agent], a
[] banking corporation (the "Sub-Agent").

A. The Grantor, certain other Grantors and the Collateral Agent are parties to an Amended and Restated Security Agreement dated as of April 27, 2001 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"). Pursuant to the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in its Accounts Receivable, Inventory and other Collateral to secure the payment and performance of the Obligations and has irrevocably appointed the Collateral Agent as its agent to collect amounts due in respect thereof.

B. The Sub-Agent has agreed to act as collection sub-agent of the Collateral Agent to receive and forward payments with respect to the Accounts Receivable and Inventory on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Collateral Agent hereby appoints the Sub-Agent as its collection sub-agent under the Security Agreement and authorizes the Sub-Agent, on the terms and subject to the conditions set forth herein, to receive payments in respect of Collateral.

2. Contemporaneously with the execution and delivery by the Sub-Agent of this Agreement, and for the purposes of this Agreement, the Sub-Agent shall establish and maintain one or more collection accounts for the benefit of the Collateral Agent (all such accounts being collectively called the "Collection Deposit Account"). The Collection Deposit Account shall be designated with the title, "The Chase Manhattan Bank, as Collateral Agent under the MTS, Incorporated Amended and Restated Security Agreement dated as of April 27, 2001" (or a similar title). All payments received by the Sub-Agent in respect of Collateral shall be deposited in the Collection Deposit and shall not be commingled with other funds. All funds at any time on deposit in the Collection Deposit Account shall be held by the Sub-Agent for application in accordance with the terms of this Agreement. The Sub-Agent agrees to give the Collateral Agent prompt notice if the Collection Deposit Account shall become subject to any writ, judgment, warrant of attachment, execution or similar process. As security for the payment and performance of the Obligations, the Grantor hereby confirms and pledges, assigns and transfers to the Collateral Agent, and hereby creates and grants to the Collateral Agent, a security interest in the Collection Deposit Account, all property and assets held therein and all Proceeds thereof.

3. The Collection Deposit Account shall be under the sole dominion and control of the Collateral Agent, who shall have the sole right of withdrawal over the Collection Deposit Account; provided, however, that the Collateral Agent hereby authorizes the Sub-Agent to permit the Grantor to make withdrawals from the Collection Deposit Account so long as the Sub-Agent has not received notice from the Collateral Agent pursuant to the next succeeding sentence or paragraph 8 below. Upon receipt of written, telecopy or telephonic notice (which, in the case of telephonic notice, shall be promptly confirmed in writing or by telecopy) from the Collateral Agent so directing the Sub-Agent at any time, the Sub-Agent shall no longer permit withdrawals from the Collection Deposit Account to be made by the Grantor and, if so directed in such notice, shall promptly transmit to the Collateral Agent at the office specified in paragraph 11 hereof (or such other office as the Collateral Agent shall specify) (a) all funds, if any, then on deposit in, or otherwise to the credit of, the Collection Deposit Account (provided that funds on deposit that are subject to collection may be transmitted promptly upon collection), (b) all checks, drafts and other instruments for the payment of money relating to the Collateral at the time in the possession of or thereafter received by the Sub-Agent without depositing such checks, drafts or other instruments in the Collection Deposit Account or any other account.

4. The Sub-Agent shall furnish the Collateral Agent with monthly statements setting forth the amounts deposited in and withdrawn from the Collection Deposit Account and shall furnish such other information at such times as shall be reasonably requested by the Collateral Agent.

5. The fees for the services of the Sub-Agent shall be mutually agreed upon between the Grantor and the Sub-Agent and shall be the obligation of the Grantor; provided, however, that, notwithstanding the terms of any agreement under which the Collection Deposit Account shall have been established with the Sub-Agent, the Grantor and the Sub-Agent agree not to terminate such Collection Deposit Account for any reason (including the failure of the Grantor to pay such fees) for so long as this Agreement shall remain in effect (it being understood that the foregoing shall not be construed to prohibit the resignation of the Sub-Agent in accordance with paragraph 8 below). Neither the Collateral Agent nor the Secured Parties shall have any liability for the payment of any such fees.

6. The Sub-Agent may perform any of its duties hereunder by or through its agents, officers or employees and shall be entitled to rely upon the advice of counsel as to its duties. The Sub-Agent shall not be liable to the Collateral Agent or the Grantor for any action taken or omitted to be taken by it in good faith, nor shall the Sub-Agent be responsible to the Collateral Agent or the Grantor for the consequences of any oversight or error of judgment or be answerable to the Collateral Agent for the same unless such consequences shall occur through the Sub-Agent's gross negligence or wilful misconduct.

7. The Sub-Agent hereby represents and warrants that (a) it is a banking corporation duly organized, validly existing and in good standing under the laws of [] and has full corporate power and authority under such laws to execute, deliver and perform its obligations under this Agreement and (b) the execution,

delivery and performance of this Agreement by the Sub-Agent have been duly and effectively authorized by all necessary corporate action and this Agreement has been duly executed and delivered by the Sub-Agent and constitutes a valid and binding obligation of the Sub-Agent enforceable in accordance with its terms.

8. The Sub-Agent may resign at any time as Sub-Agent hereunder by delivery to the Collateral Agent of written notice of resignation not less than 30 days prior to the effective date of such resignation. The Sub-Agent may be removed by the Collateral Agent at any time, with or without cause, by written, telecopy or telephonic notice (which, in the case of telephonic notice, shall be promptly confirmed in writing or by telecopy) of removal delivered to the Sub-Agent. Upon receipt of such notice of removal, or delivery of such notice of resignation, the Sub-Agent shall immediately transmit or deliver to the Collateral Agent at the office specified in paragraph 11 (or such other office as the Collateral Agent shall specify) (a) all funds, if any, then on deposit in, or otherwise to the credit of, the Collection Deposit Account, (b) all checks, drafts and other instruments for the payment of money relating to the Accounts Receivable or Inventory in possession of the Sub-Agent, without depositing such checks, drafts or other instruments in the Collection Deposit Account or any other account and (c) any checks, drafts and other instruments for the payment of money received by the Sub-Agent after such notice, in whatever form received.

9. The Grantor consents to the appointment of the Sub-Agent and agrees that it will not withdraw, or request to withdraw, funds from the Collection Deposit Account other than in accordance with the provisions of this Agreement, the Security Agreement and the other Loan Documents. The Sub-Agent shall incur no liability to the Grantor as a result of any action taken pursuant to an instruction given by the Collateral Agent in accordance with the provisions of this Agreement. The Grantor agrees to indemnify and defend the Sub-Agent against any loss, liability, claim or expense (including reasonable attorneys' fees) arising from the Sub-Agent's entry into this Agreement and actions taken hereunder, except to the extent resulting from the Sub-Agent's gross negligence or wilful misconduct.

10. The term of this Agreement shall extend from the date hereof until the earlier of (a) the date on which the Sub-Agent has been notified in writing by the Collateral Agent that the Sub-Agent has no further duties under this Agreement and (b) the date of termination specified in the notice of removal given by the Collateral Agent, or notice of resignation given by the Sub-Agent, as the case may be, pursuant to paragraph 8. The obligations of the Sub-Agent contained in the last sentence of paragraph 8 and in paragraph 14, and the obligations of the Grantor contained in paragraphs 6 and 9, shall survive the termination of this Agreement.

11. All notices and communications hereunder shall be in writing and shall be delivered by hand or by courier service, mailed by certified or registered mail or sent by telecopy (except where telephonic instructions or notices are authorized herein) and shall be effective on the day on which received (a) in the case of the Collateral Agent, to The Chase Manhattan Bank, 270 Park Avenue, New York, New York 10017, Attention of [Collateral Monitoring Department], and (b) in the case of the Sub-Agent, addressed to [], Attention of []. For purposes of this Agreement, any officer of the Collateral Agent shall be authorized to act, and to

give instructions and notices, on behalf of the Collateral Agent hereunder.

12. The Sub-Agent will not assign or transfer any of its rights or obligations hereunder (other than to the Collateral Agent) without the prior written consent of the other parties hereto, and any such attempted assignment or transfer shall be void.

13. This Agreement may be amended only by a written instrument executed by the Collateral Agent, the Sub-Agent and the Grantor, acting by their duly authorized representative officers.

14. Except as otherwise provided in the Credit Agreement with respect to rights of set off available to the Sub-Agent in its capacity as a Lender (if and so long as the Sub-Agent is a Lender thereunder), the Sub-Agent hereby irrevocably waives any right to set off against, or otherwise deduct from, any funds held in the Collection Deposit Account, any indebtedness or other claim owed by the Grantor to the Sub-Agent.

15. This Agreement shall inure to the benefit of and be binding upon the Collateral Agent, the Sub-Agent, the Grantor and their respective permitted successors and assigns.

16. 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. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

17. EXCEPT TO THE EXTENT THE LAWS OF THE STATE OF [] GOVERN THE COLLECTION DEPOSIT ACCOUNT, THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

18. The Sub-Agent shall be an independent contractor. This Agreement does not give rise to any partnership, joint venture or fiduciary relationship.

19. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

[Name of Grantor],

by

Name:
Title:

THE CHASE MANHATTAN BANK,
as Collateral Agent,

by

Name:
Title:

[Sub-Agent],

by

Name:
Title: