

09-26-2001



101855324

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

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

09/19/01

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/25/2001 TDIQZI 00000191 501765 74328980

01 FC:481 40.00 CH
02 FC:482 875.00 C.

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

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

TRADEMARK
REEL: 002373 FRAME: 0693
10546US

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="74/328980"/>	<input type="text" value="74/504879"/>	<input type="text" value="74/697044"/>
<input type="text" value="74/345625"/>	<input type="text" value="74/524058"/>	<input type="text" value="75/025327"/>
<input type="text" value="74/486438"/>	<input type="text" value="74/553370"/>	<input type="text" value="75/040060"/>

<input type="text" value="1,204,051"/>	<input type="text" value="1,842,980"/>	<input type="text" value="1,891,499"/>
<input type="text" value="1,395,362"/>	<input type="text" value="1,866,099"/>	<input type="text" value="1,892,767"/>
<input type="text" value="1,817,573"/>	<input type="text" value="1,890,315"/>	<input type="text" value="1,893,461"/>

Number of Properties Enter the total number of properties involved.

#

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

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

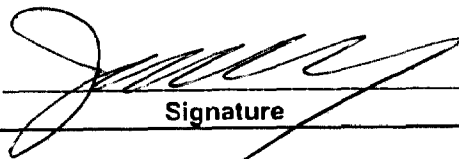
Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jeffrey C. Katz

Name of Person Signing



Signature

September 19, 2001

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/134001"/>	<input type="text" value="75/228579"/>	<input type="text"/>
<input type="text" value="75/134002"/>	<input type="text" value="75/228940"/>	<input type="text"/>
<input type="text" value="75/134003"/>	<input type="text" value="75/240779"/>	<input type="text"/>
<input type="text" value="75/169176"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/184938"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/216481"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/233161"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,905,190"/>	<input type="text" value="2,052,845"/>	<input type="text"/>
<input type="text" value="1,936,991"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,949,075"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2,024,200"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2,052,842"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2,052,843"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2,052,844"/>	<input type="text"/>	<input type="text"/>

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and effective as of February 9, 1998 from The Wiz, Inc., a New York corporation, and its Subsidiaries and Affiliates set forth on the signature pages hereto (collectively, "Assignors"), to Cablevision Electronics Investments, Inc., a Delaware corporation ("Assignee"). Capitalized terms used herein but not defined shall have the meanings assigned to them in the Purchase Agreement (as defined below) ..

WHEREAS, Sellers are debtors in possession in a case under Chapter 11 of Title 11 of the United States Code, pending in the United States Bankruptcy Court for the Southern District of New York (the "Court"), and assigned Case Nos. 97 B 48257 (CB) through 97 B 49346(CB) and 97 B 48540(CB) and 97 B 48541(CB);

WHEREAS, the parties hereto entered into an Asset Purchase Agreement, dated as of January 29, 1998, as amended by First Amendment to the Asset Purchase Agreement dated as of February 9, 1998 (the "Purchase Agreement") pursuant to which Assignors have agreed to assign to Assignee all of Assignors' right, title and interest in and to all of its trademarks, trade names, service names, service marks, trade dress, trade styles, logos, domain names, pending applications for any of the foregoing, and assumed names

NY12530:181308.6

included in the Transferred Intellectual Property, including but not limited to those which are identified and set forth on Annex A attached hereto (collectively, the "Marks") and the goodwill of the Business associated with the Marks;

WHEREAS, the Approval Order was entered by the Court on February 5, 1998 approving the Purchase Agreement by Assignors and authorizing the transactions contemplated thereby;

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND and for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged:

1. Assignors hereby bargain, sell, assign, transfer, convey and deliver to Assignee all of Assignors' right, title and interest in and to the Marks together with the goodwill of the Business in connection with which the Marks are used, free and clear of any Encumbrances to the extent provided in the Approval Order (as defined in the Purchase Agreement), and all registrations and applications therefor, as well as renewals and extensions of the registrations that are or may be secured under the laws of the United States, its territories and possessions and throughout the world, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have

been held and enjoyed by the Assignors if this assignment and sale had not been made, together with all income, royalties, damages or payments due on the date hereof or thereafter including, without limitation, all claims for damages or payments by reason of infringement or other unauthorized use of the Marks, with the right to sue and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives (the "Assigned Property"). Assignors request the Commissioner of Patents and Trademarks or the respective Registrar of Trademarks to record Assignee as the assignee and owner thereof.

2. Assignors and their affiliates shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal or extension of a registration covering any of the Marks; (ii) in the prosecution or defense of any opposition, interferences, infringement suits or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks

assigned herein and this Assignment; (iii) in obtaining any additional trademark protection with respect to the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; (iv) in the implementation or perfection of this Assignment; (v) in the recordation of this Assignment with the United States Patent and Trademark Office; and (vi) in securing the transfer of any domain names assigned thereto.

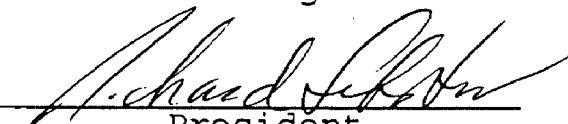
3. There are no representations or warranties made or given by Assignors or Assignee with respect to the Assigned Property.

4. This Assignment shall be governed by and construed in accordance with the substantive law and rules of construction that are applied to the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have caused
this Assignment to be executed and delivered by their duly
authorized officers as of the date first above written.

THE WIZ, INC.

By: RAS Management Advisors,
Inc.
In its capacity as Chief
Restructuring Officer

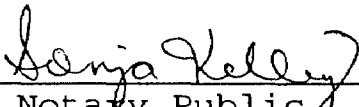
By: 
President

THE WIZ DISTRIBUTORS, LTD.
NOBODY BEATS THE WIZ, INC.
THE WIZ OF PATCHOGUE, INC.
THE WIZ OF NOHO, INC.
THE WIZ OF POUGHKEEPSIE, INC.
THE WIZ OF NORWALK, INC.
THE WIZ OF PRINCETON, INC.
THE WIZ OF NYACK, INC.
THE WIZ OF QUEENS BOULEVARD,
INC.
THE WIZ OF OLD BRIDGE, INC.
NBTW LEASING, INC.
THE WIZ OF RARITAN, INC.
THE WIZ DISTRIBUTORS OF 106TH
STREET, INC.
THE WIZ OF ROCKVILLE, INC.
THE WIZ DISTRIBUTORS OF
JAMAICA, INC.
THE WIZ OF ROXBURY, INC.
THE WIZ DISTRIBUTORS OF
FLUSHING INC.
THE WIZ OF SALEM, INC.
THE WIZ DISTRIBUTORS OF NEW
JERSEY, INC.
THE WIZ OF SAYVILLE, INC.
THE WIZ DISTRIBUTORS OF NEW
YORK, INC.
THE WIZ OF SAUGUS, INC.
THE WIZ OF 15TH STREET, INC.
THE WIZ OF SECAUCUS, INC.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

On this 9th day of February, 1998 before me personally came Richard Sebastiao, to me known, who, being duly sworn, did depose and say, that he is the President of RAS Management Advisors, Inc., the corporation described in and which executed the foregoing instrument and that he signed his name thereto as authorized by the Approval Order, dated February 5, 1998.

SONJA KELLEY
Notary Public, State of New York
No. 01KE5084637
Qualified in New York County
Commission Expires Sept. 8, 1999



Notary Public

THE WIZ DISTRIBUTORS, LTD.
NOBODY BEATS THE WIZ, INC.
THE WIZ OF PATCHOGUE, INC.
THE WIZ OF NOHO, INC.
THE WIZ OF POUGHKEEPSIE, INC.
THE WIZ OF NORWALK, INC.
THE WIZ OF PRINCETON, INC.
THE WIZ OF NYACK, INC.
THE WIZ OF QUEENS BOULEVARD,
INC.
THE WIZ OF OLD BRIDGE, INC.
NBTW LEASING, INC.
THE WIZ OF RARITAN, INC.
THE WIZ DISTRIBUTORS OF 106TH
STREET, INC.
THE WIZ OF ROCKVILLE, INC.
THE WIZ DISTRIBUTORS OF
JAMAICA, INC.
THE WIZ OF ROXBURY, INC.
THE WIZ DISTRIBUTORS OF
FLUSHING INC.
THE WIZ OF SALEM, INC.
THE WIZ DISTRIBUTORS OF NEW
JERSEY, INC.
THE WIZ OF SAYVILLE, INC.
THE WIZ DISTRIBUTORS OF NEW
YORK, INC.
THE WIZ OF SAUGUS, INC.
THE WIZ OF 15TH STREET, INC.
THE WIZ OF SECAUCUS, INC.
THE WIZ OF 45TH STREET, INC.
THE WIZ OF SPRING VALLEY, INC.
THE WIZ OF 57TH STREET, INC.
THE WIZ OF SPRINGFIELD, INC.
THE WIZ OF 86TH STREET, INC.
THE WIZ OF STATEN ISLAND, INC.
THE WIZ OF 125TH STREET, INC.
THE WIZ OF STEINWAY STREET,
INC.
THE WIZ OF ALBANY, INC.
THE WIZ OF SYRACUSE INC.
THE WIZ OF BAILEY'S
CROSSROADS, INC.
THE WIZ OF THIRD AVENUE, INC.
THE WIZ OF BAY PARKWAY, INC.
THE WIZ OF TOMS RIVER, INC.

THE WIZ OF BAY PLAZA, INC.
THE WIZ OF UNION SQUARE, INC.
THE WIZ OF BAY RIDGE, INC.
THE WIZ OF UTICA, INC.
THE WIZ OF BRICK, INC.
THE WIZ OF VALLEY STREAM, INC.
THE WIZ OF BROADWAY, INC.
THE WIZ OF WAYNE, INC.
THE WIZ OF CARLE PLACE, INC.
THE WIZ OF WILMINGTON, INC.
THE WIZ OF CARTERET, INC.
THE WIZ OF WONDER PLAZA, INC.
THE WIZ OF D.C., INC.
THE WIZ OF YORKTOWN, INC.
THE WIZ OF DANBURY, INC.
THE WIZ DIRECT, INC.
THE WIZ OF EAST BRUNSWICK,
INC.
THE WIZ OF EATONTOWN, INC.
THE WIZ OF EMPIRE STATE, INC.
THE WIZ OF FAIRFAX, INC.
THE WIZ OF FIFTH AVENUE, INC.
THE WIZ OF FLATBUSH, INC.
THE WIZ OF FLATLANDS, INC.
THE WIZ OF FORDHAM ROAD, INC.
THE WIZ OF FRAMINGHAM, INC.
THE WIZ OF FULTON STREET, INC.
THE WIZ OF GOTHAM, INC.
THE WIZ OF GREENWICH VILLAGE,
INC.
THE WIZ OF HAMILTON, INC.
THE WIZ OF HERALD SQUARE, INC.
THE WIZ OF HICKSVILLE, INC.
THE WIZ OF HOLMDEL, INC.
THE WIZ OF HOLYOKE, INC.
THE WIZ OF JERSEY CITY, INC.
THE WIZ OF KINGS PLAZA, INC.
THE WIZ OF LAKE GROVE, INC.
THE WIZ OF LIVINGSTON, INC.
THE WIZ OF MANHASSET, INC.
THE WIZ OF MARLBOROUGH, INC.
THE WIZ OF MARYLAND, INC.
THE WIZ OF MENLO PARK, INC.
THE WIZ OF MERIDEN, INC.
THE WIZ OF MIDDLETOWN, INC.
THE WIZ OF MIDTOWN, INC.
THE WIZ OF MILFORD, INC.
THE WIZ OF MONMOUTH, INC.
THE WIZ OF NEWINGTON, INC.
THE WIZ OF PARAMUS, INC.
THE WIZ OF MT. LAUREL, INC.

THE WIZ OF JERSEY CITY, INC.
THE WIZ OF KINGS PLAZA, INC.
THE WIZ OF LAKE GROVE, INC.
THE WIZ OF LIVINGSTON, INC.
THE WIZ OF MANHASSET, INC.
THE WIZ OF MARLBOROUGH, INC.
THE WIZ OF MARYLAND, INC.
THE WIZ OF MENLO PARK, INC.
THE WIZ OF MERIDEN, INC.
THE WIZ OF MIDDLETOWN, INC.
THE WIZ OF MIDTOWN, INC.
THE WIZ OF MILFORD, INC.
THE WIZ OF MONMOUTH, INC.
THE WIZ OF NEWINGTON, INC.
THE WIZ OF PARAMUS, INC.
THE WIZ OF MT. LAUREL, INC.
THE WIZ OF MASSAPEQUA, INC.
Q-RAM SYSTEMS, INC.
NAMRON CONSTRUCTION, INC.

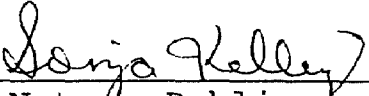
By: RAS Management Advisors,
Inc.
In its capacity as Chief
Restructuring Officer

By: 
President

STATE OF NEW YORK)
) ss. :
COUNTY OF NEW YORK)

On this 9th day of February, 1998 before me personally came Richard Sebastiao, to me known, who, being duly sworn, did depose and say, that he is the President of RAS Management Advisors, Inc., the corporation described in and which executed the foregoing instrument and that he signed his name thereto as authorized by the Approval Order, dated February 5, 1998.

SONJA KELLEY
Notary Public, State of New York
No. 01KE5084637
Qualified in New York County
Commission Expires Sept. 8, 1999




Notary Public

NY12530: 181308.6

TRADEMARK
REEL: 002373 FRAME: 0705

CABLEVISION ELECTRONICS
INVESTMENTS, INC.

By: _____  05
Name: William J. Bell
Title: Vice Chairman

NY12530: 181308.2

ANNEX A

TRADEMARKS

<u>Trademark/Service mark</u>	<u>Registration Number</u>	<u>Date Registered</u>
The Wiz	1,204,051	8/3/82
Nobody Beats the Wiz	1,395,362	5/27/86
The Wiz (Div)	1,893,461	5/9/95
Wiz/dom	1,892,767	5/2/95
Nobody Beats	1,817,573	1/18/94
The Wiz Express	2,024,200	12/17/96
Nobody Beats the Wiz (Div)	1,905,190	7/11/95
Nobody Beats the Wiz	1,842,980	7/5/94
Nobody Beats the Wiz (Mexico)	159,995	2/4/93
The Wiz (Mexico)	436,774	2/4/93
Giving Beats Everything!	1,866,099	12/6/94
Now Hear This!	1,891,499	4/25/95
More Music, More Movies for Less Money	1,890,315	4/18/95
Price Patrol	1,936,991	11/21/95
Our Price is Right Everyday	1,949,075	1/16/96
The Wiz (Israel) (exp. 5/27/03)	105,419	5/27/96
Nobody Beats the Wiz (Israel) (exp. 5/27/03)	105,418	5/27/96
What Do You Want? What Do You Need?		
What Are You Gonna Do? What Are You Waiting For?	2,052,843	4/15/97
What Do You Want? What Do You Need?	2,052,844	4/15/97
What Are you Gonna Do?	2,052,842	4/15/97
What Are You Waiting For?	2,052,845	4/15/97

PENDING TRADEMARKS

<u>Trademark/Service mark</u>	<u>Serial Number</u>	<u>Application Date</u>
The Wiz	328,980	11/5/92
Beats	553,370	7/25/94
Nobody Beats the Wiz (Canada)	717,638	11/26/92
The Wiz (Canada)	717,637	11/26/92
Nobody Beats the Wiz (3E)	345,625	12/24/92
The Wiz	486,438	2/4/94
Wiz Kidz	504,879	3/25/94
The New York Wiz	524,058	5/12/94
The Wizard	697,044	7/3/95
Wiz Online	134,002	7/15/96
The Wiz Net	134,001	7/15/96
Wiz Connect	233,161	1/29/97
Car Wiz	28,327	11/29/95
WizWeb	218,481	12/20/96
Wiz Wear	184,451	10/21/96
Wiz Direct	134,003	7/15/96
Wiz Wireless Services	40,060	1/4/96
WizOne	189,176	9/20/96
We Know	228,579	1/21/97
Nobody Beats The Wiz ... We Know	228,940	1/21/97
Nosotros Sabemos	240,779	2/12/97

Please note the various "The Wiz" and "Nobody Beats the Wiz" filings are for the use of the marks for private label products. The trademarks for retail sales are both registered.