

5-23-03

05-23-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼



102456163

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Trans World New York, LLC

5-23-03

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

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

3. Nature of conveyance:

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

Execution Date: 12/31/98

2. Name and address of receiving party(ies)

Name: Congress Financial Corporation

Internal

Address:

Street Address: 1133 Avenue of the Americas

City: New York State: NY Zip: 10036

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ 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 registration number(s):

A. Trademark Application No.(s) _____
See Exhibit A attachedB. Trademark Registration No.(s) _____
See Exhibit A attachedAdditional number(s) attached ☒ Yes ☐ No

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

Name: Joseph Maksey

Internal Address: _____

Street Address: Otterbourg, Steindler, Houston

& Rosen, P.C., 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: _____

25

7. Total fee (37 CFR 3.41).....\$ 640.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Joseph Maksey

Name of Person Signing

Signature

5/22/03

Date

Total number of pages including cover sheet, attachments, and document: 24

05/23/2003 GT0111 00000068 1451459

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:8521
02 FC:852240.00 OP
600.00 OPTRADEMARK
REEL: 002738 FRAME: 0817

Exhibit A
to
Trademark Collateral Assignment and Security Agreement

<u>Trademark</u>	<u>Reg. #</u>
Record Town	1451459
F.Y.E.	1880186
For Your Entertainment & Design	1870180
Tape World (Stylized)	1578306
Tape World	1584079
Coconuts	1263284
Coconuts Music & Video	1503387
Coconuts & Design	1240451
Coconuts & Design	1240452
Saturday Matinee	1600036
Kids' Matinee	1839757
Kids' Matinee & Design	1862132
Planet Music	1872958
Media Source	2023160
Soundnet	2063205
Livewire	1,782,048
Strawberries	1,675,448
Strawberries	1,098,027
Waxie maxie's	920,455
Daal (and design)	1,644,195
Trans World Entertainment	2,112,677
Movies Plus Super Video	1,628,714
Center (and Design)	
Movies Plus	1,624,177

	<u>App. #</u>	<u>App. Date</u>
Music That Changed Our Lives	75/247125	2/21/97
Saturday Matinee The Movie Store & Design	75/229031	1/21/97

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of December 31, 1998, is by and between TRANS WORLD NEW YORK, LLC, a New York limited liability company ("Debtor"), with its chief executive office at 38 Corporate Circle, Albany, New York 12203 and CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, service marks, trade names and trade dress and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party and Trans World Entertainment Corporation ("TWE"), Record Town, Inc. ("RTI"), Record Town Minnesota, Inc. ("RT Minnesota") and Record Town Michigan, Inc. ("RT Michigan"; together with TWE, RTI and RT Minnesota, individually and collectively, jointly and severally, each a "Borrower" and, collectively, "Borrowers") have entered or are about to enter into, as the case may be, financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated July 9, 1997, presently by and among Secured Party and Borrowers, as amended by Amendment No. 1 to Loan and Security Agreement, dated as of February 17, 1998, Amendment No. 2 to Loan and Security Agreement, dated May 29, 1998, and Amendment No. 3 to Loan and Security Agreement, dated of even date herewith ("Amendment No. 3 to Loan Agreement"), as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced (the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guarantee (as defined below) and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, Debtor has absolutely and unconditionally guaranteed the payment and performance of all now existing and hereafter arising obligations, liabilities and indebtedness of Borrowers to Secured Party as set forth in the Guarantee, dated of even date hereof, by Debtor in favor of Secured Party (as such Guarantee now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced the "Guarantee"; and

WHEREAS, in order to induce Secured Party to enter into Amendment No. 3 to Loan Agreement and to continue to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a collateral assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, service marks, tradenames and trade dress and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, service marks, tradenames, trade dress and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, service marks, tradenames, trade dress and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, service marks, tradenames and trade dress appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect to the Trademarks, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements of the Trademarks; (e) all rights corresponding to the Trademarks throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under the Guarantee, this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding, except for any such representation or warranty that is expressly made as of a specified date, in which case such representation or warranty shall be true and correct as of such specified date):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Trademarks indicated on Exhibit A hereto as being registered within the United States are valid and subsisting and in full force and effect. Debtor owns the sole, full and clear title to all of the existing Collateral, and the right and power to grant the security interest and collateral assignment granted hereunder. Except as described in Section 3(n) hereof, Debtor shall, at Debtor's expense, (x) perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks or service marks, as the case may be, and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any affidavits of use, renewal affidavits and applications and (y) provide Secured Party with written confirmation that the necessary filings to maintain the existence, validity and subsistence of the Collateral have been made prior to the time that the filings are due. The Collateral is not subject to any

liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) hereof.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees

and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark, service mark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in and collateral assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable, except upon Debtor's compliance with and in the absence of Secured Party's objection pursuant to, the Abandonment Procedure (as defined below) as to the affected Trademarks. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Except as to registered Trademarks with respect to which Debtor has complied with the Abandonment Procedure and Lender has failed to object in accordance with the Abandonment Procedure, Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best of Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any reasonable expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(n) If Debtor has ceased using and wishes to abandon any registered Trademarks, Debtor shall notify Secured Party of such intention, in writing, at least thirty (30) days prior to Debtor's failure to take any action otherwise required under Section 3(b) hereof, and if Secured Party has not objected to Debtor's intentions within ten (10) days after Secured Party's receipt of the notice by Debtor, Debtor shall be relieved of its Obligations under Section 3(b) hereof as to the registered Trademarks covered by its notice to Secured Party under this provision (the foregoing to be referred to herein as the "Abandonment Procedure").

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor, Borrowers or any other affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the

authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflict of laws).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for New York County and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect

to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) business days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions of Secured Party constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the

exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) business days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Trans World New York, LLC
38 Corporate Circle
Albany, New York 12203
Attention: Mr. John Sullivan

If to Secured Party: Congress Financial Corporation
1133 Avenue of the Americas
New York, New York 10036
Attention: Mr. Andrew W. Robin

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and each Borrower pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding

upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement shall become effective upon its execution by Debtor and Secured Party and continues in full force and effect and may not be terminated or otherwise revoked until all of the Obligations have been fully and indefeasibly paid and satisfied and all financing arrangements by and among Borrowers and Secured Party have been terminated. At that time, Secured Party will, at Debtor's request and expense, release its security interest in such of the Collateral, if any, as has not been sold or otherwise applied by Secured Party under the terms of this Agreement, together with appropriate instruments of reassignment, termination and release as Debtor may reasonably request, all such instruments to be without representation or warranty of any kind, nature or description and without recourse in any event to Secured Party, and in all respects in form and substance satisfactory to Secured Party.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

TRANS WORLD NEW YORK, LLC

By: Record Town Michigan, Inc.,
its sole member

By: Timothy Harkin

Title: Asst Secretary

CONGRESS FINANCIAL CORPORATION

By: Samuel S. Sack

Title: First Vice President

STATE OF New York)
) ss.:
COUNTY OF Albany)

On this 31 day of December, 1998, before me personally came Timothy Hickey, to me known, who being duly sworn, did depose and say, that he is the Assistant Secretary of Record Town Michigan, Inc., the sole member of TRANS WORLD NEW YORK, LLC, the limited liability company described in and which sole member executed the foregoing instrument for and on behalf of said limited liability company; and that he signed his name thereto by order of the Board of Directors of said sole member and duly authorized on behalf of said limited liability company.

L. Wallace
Notary Public

L. WALLACE
Public State of New York
4909076

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

Q. Notary Public
Commission Expires Dec 10, 1999

On this 8 day of January, 1999, before me personally came Janet S. Last, to me known, who, being duly sworn, did depose and say, that ~~he~~/she is the First Vice President of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that she signed ~~his~~ name thereto by order of the Board of Directors of said corporation.

G.S. Notary
Notary Public

AMY NOTALING
NOTARY PUBLIC, State of New York
Qualified in New York County
Commission Expires June 28, 2000

EXHIBIT A

TO

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

Exhibit A
to
Trademark Collateral Assignment and Security Agreement

<u>Trademark</u>	<u>Reg. #</u>
Record Town	1451459
F.Y.E.	1880186
For Your Entertainment & Design	1870180
Tape World (Stylized)	1578306
Tape World	1584079
Coconuts	1263284
Coconuts Music & Video	1503387
Coconuts & Design	1240451
Coconuts & Design	1240452
Saturday Matinee	1600036
Kids' Matinee	1839757
Kids' Matinee & Design	1862132
Planet Music	1872958
Media Source	2023160
Soundnet	2063205
Livewire	1,782,048
Strawberries	1,675,448
Strawberries	1,098,027
Waxie maxie's	920,455
Daal (and design)	1,644,195
Trans World Entertainment	2,112,677
Movies Plus Super Video	1,628,714
Center (and Design)	
Movies Plus	1,624,177

	<u>App. #</u>	<u>App. Date</u>
Music That Changed Our Lives	75/247125	2/21/97
Saturday Matinee The Movie Store & Design	75/229031	1/21/97

EXHIBIT B

TO

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

Exhibit B
to
Trademark Collateral Assignment and Security Agreement

1. Royalty and Licensing Agreement By and Between Record Town Michigan, Inc. and Trans World Royalty, LLC, dated as of July 31, 1998.
2. Royalty and Licensing Agreement By and Between Record Town Minnesota, Inc. and Trans World Royalty, LLC, dated as of July 31, 1998.
3. Royalty and Licensing Agreement By and Between Record Town, Inc. and Trans World Royalty, LLC, dated as of July 31, 1998.

EXHIBIT C

TO

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

TRADEMARK
REEL: 002738 FRAME: 0839

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of December, 1998, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of Record Town Michigan, Inc., the sole member of TRANS WORLD NEW YORK, LLC, the limited liability company described in and which sole member executed the foregoing instrument for and on behalf of said limited liability company; and that he signed his name thereto by order of the Board of Directors of said sole member and duly authorized on behalf of said limited liability company.

Notary Public