TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trans World Entertainment Corporation		04/15/2010	CORPORATION: NEW YORK
Record Town, Inc.		04/15/2010	CORPORATION: NEW YORK
Record Town USA, LLC		04/15/2010	LIMITED LIABILITY COMPANY: DELAWARE
Trans World New York, LLC		04/15/2010	LIMITED LIABILITY COMPANY: NEW YORK
Trans Wolrd Florida, LLC		04/15/2010	LIMITED LIABILITY COMPANY: FLORIDA
Movies Plus, Inc.		04/15/2010	CORPORATION: NEW YORK
Record Town Utah, LLC		04/15/2010	LIMITED LIABILITY COMPANY: NEW YORK
Media Logic USA, LLC		04/15/2010	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of America, N.A., Collateral Agent
Street Address:	100 Federal Street
Internal Address:	9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 89

Property Type	Number	Word Mark
Registration Number:	3063127	MEDIA LOGIC
Registration Number:	2023241	MEDIA LOGIC
Registration Number:	2220453	¡TU MUSICA!

CH $2240.00 3063127

Registration Number:	2264351	TU MUSICA! THE WHEREHOUSE
Registration Number:	3136149	BACKSTAGE CASH
Registration Number:	1871733	CAMELOT REPEAT PERFORMER
Registration Number:	2789055	CD WORLD
Registration Number:	2007540	CHANNEL 1000
Registration Number:	1263284	COCONUTS
Registration Number:	2758439	COCONUTS MUSIC MOVIES
Registration Number:	2755735	COCONUTS MUSIC MOVIES
Registration Number:	3001564	COCONUTS.COM
Registration Number:	1156232	EXCELSIOR
Registration Number:	1880186	F.Y.E.
Registration Number:	3109282	F.Y.E.
Registration Number:	3145820	F.Y.E. BACKSTAGE CASH
Registration Number:	3188052	F.Y.E. BACKSTAGE PASS
Registration Number:	3685668	F.Y.E. BACKSTAGE PASS VIP
Registration Number:	3171179	F.Y.E. DOWNLOAD ZONE
Registration Number:	3229256	F.Y.E. DOWNLOAD ZONE
Registration Number:	2752524	F.Y.E. FOR YOUR ENTERTAINMENT
Registration Number:	3005988	F.Y.E. FOR YOUR ENTERTAINMENT MUSIC MOVIES GAMES MORE
Registration Number:	2755734	FYE FOR YOUR ENTERTAINMENT MUSIC MOVIES GAMES MORE
Registration Number:	1870180	FYE FOR YOUR ENTERTAINMENT
Registration Number:	3053923	FOR YOUR ENTERTAINMENT
Registration Number:	2586555	FYE
Registration Number:	2660535	FYE
Registration Number:	2592880	FYE
Registration Number:	2642858	FYE.COM
Registration Number:	1799857	GOODY GOT IT
Registration Number:	3254220	GRAZE
Registration Number:	1839757	KID'S MATINEE
Registration Number:	2779236	LOCALEYEZ
Registration Number:	2884270	LVS
Registration Number:	1889483	MEDIA PLAY
Registration Number:	2023160	MEDIA SOURCE

Registration Number:	2936489	MEDIAPLAY.COM
Registration Number:	2565292	MUSIC FYE MOVIES
Registration Number:	2560411	NEVER STOP PLAYING
Registration Number:	1716936	ON CUE
Registration Number:	1872958	PLANET MUSIC
Registration Number:	1451459	RECORD TOWN
Registration Number:	1661247	SAM GOODY
Registration Number:	1661268	SAM GOODY'S MUSICLAND
Registration Number:	2543286	SAMGOODY.COM
Registration Number:	3749751	SATURDAY MATINEE
Registration Number:	1600036	SATURDAY MATINEE
Registration Number:	2203546	SATURDAY MATINEE THE MOVIE STORE
Registration Number:	3258581	SECOND SPIN
Registration Number:	3192557	SECONDSPIN.COM
Registration Number:	2987577	SHOWBIDZ
Registration Number:	1983911	SPECS MUSIC
Registration Number:	1675448	STRAWBERRIES
Registration Number:	2992429	STREETSIDE RECORDS
Registration Number:	1621693	SUNCOAST MOTION PICTURE COMPANY
Registration Number:	2565609	SUNCOAST.COM
Registration Number:	2506778	THE WALL
Registration Number:	2121182	THE WHEREHOUSE
Registration Number:	2052666	THE WHEREHOUSE
Registration Number:	1712399	THE WHEREHOUSE MUSIC, MOVIES & MORE
Registration Number:	2112677	TRANS WORLD ENTERTAINMENT
Registration Number:	2543872	TU MUSICA
Registration Number:	2502374	WHEREHOUSE
Registration Number:	2448231	WHEREHOUSE MUSIC
Registration Number:	2611271	WHEREHOUSE MUSIC
Registration Number:	3004300	WHEREHOUSE MUSIC MOVIES
Registration Number:	3343153	WHEREHOUSE.COM
Registration Number:	2572655	WHEREHOUSEMUSIC
Serial Number:	77819442	BRAND AMP
Serial Number:	77819799	CONVERSATION-CENTRIC MARKETING
Serial Number:	77819629	INTEGRATED CCM

Serial Number:	77819720	SOCIAL JUICE PROMOTIONS
Serial Number:	77819511	ZEITGEIST & COFFEE
Serial Number:	77819764	MINE & DINE
Serial Number:	74620655	CLUB CD
Serial Number:	73802183	COMPACT DISC WORLD
Serial Number:	75635131	DISC JOCKEY
Serial Number:	76474491	GOODY GEAR
Serial Number:	73801428	MOVIES PLUS
Serial Number:	73801429	MOVIES PLUS SUPER VIDEO CENTER
Serial Number:	73803328	MUSIC PLUS
Serial Number:	72327394	MUSICLAND
Serial Number:	76473081	REPLAY MUSICVAULT
Serial Number:	73802986	REQUEST
Serial Number:	73791257	TAPE WORLD
Serial Number:	73791266	TAPE WORLD
Serial Number:	73015101	THE WHEREHOUSE
Serial Number:	76359006	TREX
Serial Number:	77868395	F.Y.E. TUNES

CORRESPONDENCE DATA

Fax Number: (703)415-1557

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:	1004810
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	05/10/2010

Total Attachments: 39

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of April 15, 2010, by and among (a) TRANS WORLD ENTERTAINMENT CORPORATION, RECORD TOWN, INC., RECORD TOWN USA, LLC, TRANS WORLD NEW YORK, LLC, TRANS WORLD FLORIDA, LLC, MOVIES PLUS, INC., and RECORD TOWN UTAH, LLC (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), (b) MEDIA LOGIC USA, LLC (individually, a "Facility Guarantor" and, collectively with any other Person now or hereafter party hereto as a Facility Guarantor, the "Facility Guarantors") (the Borrowers and the Facility Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively with any other Person now or hereafter party hereto, as the "Grantors"), and (c) BANK OF AMERICA, N.A., a national association, as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among (i) the Grantors, (ii) the Lenders from time to time party thereto (individually, a "Lender" and, collectively, the "Lenders"), and (iii) Bank of America, N.A., as Administrative Agent for the Lenders and as Collateral Agent for the Secured Parties, (iv) Bank of America, N.A. and Wells Fargo Retail Finance, LLC, as Co-Borrowing Base Agents for the Secured Parties, and (v) Bank of America, N.A., as Swingline Lender and Issuing Bank, pursuant to which the Lenders have agreed to make Loans to the Borrowers, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrowers, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, reference is also made to those certain Facility Guarantees, each dated as of January 5, 2006 (as amended, modified, supplemented or restated and in effect from time to time, the "Facility Guarantees"), executed by the Facility Guarantors in favor of the Administrative Agent, the Collateral Agent and the other Secured Parties, pursuant to which each Guarantor guarantees the payment and performance of the Guarantee Obligations (as defined in the Security Agreement referred to below); and

WHEREAS, the obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit pursuant to the Credit Agreement are each conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Amended and Restated Security Agreement, dated as of the date hereof (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), by and among the Grantors and the Collateral Agent, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the Collateral (as defined herein), and (ii) an agreement in the form hereof, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the

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Grantors and the Collateral Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Borrower" and "Borrowers" shall have the meaning assigned to such terms in the preamble of this Agreement.

"Collateral" shall have the meaning assigned to such term in the Security Agreement.

"Collateral Agent" shall have the meaning assigned to such term in the preamble of this Agreement.

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

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

"Facility Guarantor" and "Facility Guarantors" shall have the meaning assigned to such terms in the preamble of this Agreement.

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

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"Grantor" and "Grantors" shall have the meaning assigned to such terms in the preamble of this Agreement.

"Intellectual Property" shall have the meaning assigned to such term in SECTION 3 of this Agreement.

"IP Collateral" shall have the meaning assigned to such term in SECTION 2 of this Agreement.

"Lender" and "Lenders" shall have the meaning assigned to such terms in the preliminary statement of this Agreement.

"Licenses" shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

"Patents" shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

"Secured Obligations" shall mean, collectively, the Obligations (as defined in the Credit Agreement) and the Guarantee Obligations (as defined in the Security Agreement); provided, however, that Obligations which arise out of any Cash Management Services, Hedging Agreement or other banking or financial services described in clause (c) of the definition of Obligations shall be Secured Obligations solely to the extent that there is sufficient IP Collateral following satisfaction of the obligations described in clauses (a) and (b) of the definition of Obligations.

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

"Trademarks" shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

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1.3 Rules of Interpretation. The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest (as defined in the Security Agreement) granted by each of the Grantors to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

(a) All Copyrights and Copyright Licenses;

(b) All Patents and Patent Licenses;

(c) All Trademarks and Trademark Licenses;

(d) All other Licenses;

(e) All renewals of any of the foregoing;

(f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;

(g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

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(j) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this SECTION 3, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all registered United States Copyrights owned by such Grantor, applications of such Grantor for registered United States Copyrights and all Copyright Licenses to which such Grantor is a party as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all registered United States Patents owned by such Grantor, applications of such Grantor for registered United States Patents and all Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all registered United States Trademarks owned by such Grantor, applications of such Grantor for registered United States Trademarks and all Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B** and **C**, none of the Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

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(e) All IP Collateral owned by such Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. To the knowledge of such Grantor, the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) Such Grantor shall give the Collateral Agent prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, or acquiring ownership of, any new registered Intellectual Property (other than the acquisition by such Grantor of the right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), and (iii) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of

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this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall promptly deliver to the Collateral Agent an updated **EXHIBIT A**, **B**, and/or **C** (as applicable) to this Agreement and hereby authorizes the Collateral Agent to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) Each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in any IP Collateral (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Collateral Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties; provided, however, that:

(a) The Grantors provide the Collateral Agent with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to the Grantors, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Collateral Agent's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure, within ten (10) days of written notice from the Collateral Agent, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Collateral Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Collateral Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies under this Agreement and the other Loan Documents, the Collateral Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the

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Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies. Upon the occurrence and during the continuance of an Event of Default, the use by the Collateral Agent of all Patents, Trademarks, Copyrights and Licenses shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from the Collateral Agent to the Grantors.

SECTION 9. Collateral Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as and for 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 other Secured Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B** and **C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Collateral Agent reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Collateral Agent.

SECTION 10. Collateral Agent's Rights. Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement, shall be coextensive

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REEL: 004202 FRAME: 0507

with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest (as defined in the Security Agreement) granted to the Collateral Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement. All provisions of the Security Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Collateral Agent thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Security Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, 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.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when (i) the Total Commitments have expired or been terminated, (ii) all of the Secured Obligations have been paid in full in cash or otherwise satisfied, (iii) all Obligations owed with respect to Letters of Credit have been reduced to zero (or fully cash collateralized in a manner reasonably satisfactory to the Issuing Bank and the Administrative Agent), and (iv) the Issuing Bank has no further obligation to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization of any Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Collateral Agent or any other Secured Party.

SECTION 14. Choice of Laws. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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REEL: 004202 FRAME: 0508

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

BORROWERS:

TRANS WORLD ENTERTAINMENT CORPORATION

By_____
Name: John J. Sullivan
Title: Executive Vice President, Finance; Chief Financial Officer and Secretary

RECORD TOWN, INC.

By_____
Name: John J. Sullivan
Title: Executive Vice President, Finance; Chief Financial Officer and Secretary

RECORD TOWN USA, LLC

By_____
Name: John J. Sullivan
Title: Executive Vice President, Finance; Chief Financial Officer and Secretary

TRANS WORLD NEW YORK, LLC

By_____
Name: John J. Sullivan
Title: Executive Vice President, Finance; Chief Financial Officer and Secretary

TRANS WORLD FLORIDA, LLC

By_____
Name: John J. Sullivan
Title: Executive Vice President, Finance; Chief Financial Officer and Secretary

MOVIES PLUS, INC.

By_____
Name: John J. Sullivan
Title: Chief Financial Officer and Secretary

[Signature Page to Intellectual Property Security Agreement]

RECORD TOWN UTAH, LLC

By _____
Name: John J. Sullivan
Title: Executive Vice President, Finance; Chief Financial Officer and Secretary

FACILITY GUARANTOR:

MEDIA LOGIC USA, LLC

By _____
Name: John J. Sullivan
Title: Executive Vice President, Finance; Chief Financial Officer and Secretary

[Signature Page to Intellectual Property Security Agreement]

COLLATERAL AGENT:

BANK OF AMERICA, N.A.

By: _____
Name:
Title:

RICHARD D. HILL, JR.
Managing Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

List of Copyrights and Copyright Licenses

TRANS WORLD NEW YORK, LLC

Description	Registration Number	Year
Rhythm & blues	VA 632-120	(1994)
Classical landmark	VA 632-146	(1994)
Country landmark	VA 632-147	(1994)
Games landmark	VA 632-148	(1994)
Video landmark	VA 632-149	(1994)
Rock & pop landmark	VA 632-150	(1994)
Jazz landmark	VA 632-151	(1994)
Music entryway sign, no. 1	VA 632-141	(1994)
Music entryway sign, no. 2	VA 632-142	(1994)
Blockbuster Entertainment, Inc. music store, no. 1004	VA 632-143	(1994)
Blockbuster Entertainment, Inc. music store prototype, no. 1004	VA 632-144	(1994)

TRANS WORLD ENTERTAINMENT CORPORATION

[PLEASE SEE ATTACHED]

COPYRIGHTS Registered to **Trans World Entertainment Corporation**

Title	Registration Number	Date
We-Op : the wheresouse equity-ownership plan.	TX1547505	3/31/1983
We-Op : the wheresouse equity-ownership plan.	TX1547506	3/31/1983
We-Op : the wheresouse equity-ownership plan.	VA183477	3/31/1983
Mirage Bank Play the Best of the Eagles: Instrumental Covers (EXL-30001)	SR 223-721	7/12/1996
Haydn: Symphony No. 44/Symphony No. 46/Symphony No. 59 (MHDC 023)	SR 239-319	3/13/1997
Handel: Water Music (EXL-31058)	SR 250-205	2/19/1998
Handel: The Messiah (Excerpts) (EXL-31073)	SR 239-327	3/13/1997
Haydn: Symphony No. 100 in G Major (Military) & Symphony No. 101 in D Major (The Clock) (EXL- 31061)	SR-250-204	
Piano concert in A minor, op. 16. Fra Holbergs Tld. Op. 40 Nordiske Toner for Stryeorkester, op 63. Add. Ti. Holberg suite for strings, op 40; Two Norwegian melodies for string orchestra, op. 63 (EXL-31031)	SR 255-868	6/30/1998
Great Romantic (EXL-31018)	SR 226-951	3/13/1997
Holiday Favorites (EXL 4003-2)	SR 291-337	12/21/2000
Franck Tbilisi Symphony Orchestra (MHDC 015)	SR 255-862	6/30/1998
Dvorack: Works for Cello and Orchestra (EXL-31004)	SR 250-201	2/19/1998
Dvorack New World Symphony (EXL-31050)	SR 270-497	8/24/1999
DeFalla Nights in the Garden of Spain (EXL-31046)	SR 270-974	8/24/1999
Debussy: Painting by Music (MHDC 024)	SR 238-066	3/13/1997
Crossing the Shannon; A Musical Portrait of Ireland (EXL-30011)	SR 234-931	3/13/1997
Celtic Vision (EXL4005-2)	SR 290-553	12/21/2000
Glinka; Orchestral Gems from the Opera (MHDC 039)	SR 238-062	3/13/1997
Mozart; Violin Concerto No. 4/Violin Concerto No. 5 (MHDC 008)	SR 239-318	3/13/1997
Romantic Harp II (EXL 30012)	SR 239-811	2/19/1998
Ravel Bolero (EXL-31026)	SR 274-444	8/24/1999
Rachmaninov: Piano Concerto No. 2 Rhapsody on a Theme of Paganini (EXL-31025)	SR 239-304	3/13/1997
Holiday Favorites (4001-2)	SR 291-322	12/21/2000
Orff: Carmina Burana (MHDC 010)	SR 226-963	3/13/1997
O'Holy Night: Mirage Ensemble Player Perform Christmas Favorites (EXL-30003)	SR 223-720	7/12/1996
Nights on Broadway (EXL 4002-2)	SR 290-551	12/21/2000
Mussorgsky: Pictures at an Exhibition/Night on the Bare Montain/Khovanshchina (EXL-31022)	SR 239-320	
Mozart: Music for Flute and Orchestra (MHDC 051)	SR 226-965	3/13/1997
Mozart, Beetoven: Piano Concerto No. 24 & No.1 (MHDC 048)	SR 239-336	3/13/1997
I'll Be Home for Christmas (EXL-3-0010)	SR 235-332	3/18/1997
Mozart; Symphony No. 40/Symphony No. 41 (EXL-31006)	SR 238-067	3/13/1997
Mozart: Symphony No. 35 (Haffner) Symphony No. 39 (MHDC 009)	SR 239-325	3/13/1997
Mozart: Serenade No. 6 (Serenata Notturna) Divertimento in B Flat Major (EXL-31035)	SR 226-961	
Brahms "New Philharmonica" Orchestra (EXL-31102)	SR 255-867	6/30/1998
Mozart: Piano Concerto No. 9/Piano Concerto No. 17 (MHDC 007)	SR 239-324	3/13/1997
A Celtic Christmas (EXL 4004-2)	SR 290-550	12/21/2000
Mist Covered Mountains: A Celtic Odyssey (EXL 3-0008)	SR 232-662	3/18/1997
A Joyous Season (EXL-30002)	SR 235-983	3/13/1997
Scott Joplin: All Time Great Rags (EXL 4007-2)	SR 290-549	12/21/2000
Mozart/Haydn: City Dedications (EXL-31077)	SR 226-966	3/13/1997
WWAMP Misc. Karaoke Products		

Title	Registration Number	Date
Brahms:Symphony No. 1 in C Minor, OP. 68/Tragic Overture for Orchestra. OP 81 (MHDC 021)	SR 239-326	
On Hold Music		
Notices on Website		
Livin' La Vida Loca License Issue		
Excelsior and Orchard Lane Samples of Use per 2001		
Excelsior DC - Pre 2001		
Designated Copyright Agent		
Best of Country Gospel		
Silent Sales Associate: Back Stage Pass Background Art		
Miscellaneous Copyright Correspondence		
Wu Tang Clan (It's Yourz) License Issue		
Warner Home Video-Gremlins (Harry Potter and the Chamber of Secrets/Gremlins Bundling promotion)		
Warner Home Video-National Lampoon's Christmas Vacation		
Tupac Shakur Packaging Photography (Danny Clynch)		
"Silence" by Delerium in Workout 2002 (Nettwerk Productions) Copyright Infringement Claim		
PERMA Music Library Copyright Infringement (The Phantom from 10,000 Leagues) Copyright Infringement		
Experience Hendrix L.L.C. (Alleged Infringement of Various Albums) Copyright Infringement Claim		
COUNTERFLOW RECORDS (PHILIP GLASS "KOYANNUSQATSI") Copyright Infringement Claim		
"CACHAO"-CuBop/Ubiqity Records (Christine Castellar, Reg. #Pau 1-982-978) Infringement claim		
Best of Big Band Swing		
Beethoven:Symphony No. 7/Symphony No. 8 (MHDC 043)	SR 226-971	3/13/1997
Brahms Strauss; Johannes Brahms:Symphony No. 3 in F Major, Op. 90: Richard Strauss: Death and Transfiguration	SR-270-975	
Brahms Strauss; Romantic Chamber Music Vol. 1(MHDC 033)	SR 239-306	3/13/1997
Brahms/Mahler Novosibirsk Symphony Orchestra (MHDC070)	SR 255-865	6/30/1989
Romantic Works for Cello and Piano Featuring Works by Beethoven, Brahms and Schumann (EXL-31096)	SR 270-494	
Brahms St. Peterburg Radio & TV Orchestra (EXL-31097)	SR 255-454	6/30/1998
Mozart Eine Kleine Nachtmusik (A Little Night Music) EXL-31064)	SR 248-810	2/19/1998
Bouquet of Film Classsics Featuring Classical Music From Famous Films (EXL-31107)	SR 255-881	6/1/9
A Tribute to the Big Chill (EXL 4006-2)	SR 290-552	12/21/2000
Party Hits		
Beethoven:Symphony No. 9 in D Minor ("Choral")	SR 248-809	2/19/1998
Bruch Mendelssohn St. Petersburg Radio & TV Orchestra (EXL-31076)	SR 255-456	6/30/1998
Beethoven: Symphony No. 6 ("Pastoral") Leonara Overture (EXL-31056)	SR 250-134	2/19/1998
Beethoven: Symphony No. 4 & 5 (EXL-31042)	SR 239-323	3/13/1997
Beethoven: Symphony No. 3 "Eroica"/Overture "Coriolan" (EXL-31001)	SR 226-959	3/13/1997
Beethoven: Symphony No. 1/Symphony No. 2/Overture "the Creature of Prometheus" (MHDC 041)	SR 238-064	
BEETHOVEN: Piano Sonata No. 3 "Dedicated to Joseph Haydn", Piano Sonata No. 12 Funeral March, Piano S	SR 248-808	
BACH:ORGAN WORKS (MHDC 055)	SR 239-322	3/13/1997
The Best of Bach (EXL-3114)	SR 270-482	8/24/1999
20th Century Piano Concertos Featuring Works by Prokofiev, Poulenc and Ravel (EXL-31086)	SR 255-165	
Beetoven:Violin Concerto/Romance for Violin & Orchestra No. 1 and No. 2 (EXL-31063)	SR 238-065	
ENDLESS LOVE (EXL-4008-2)	SR 305-886	

Title	Registration Number	Date
Masterworks from Vienna (EXL-31074)	SR 226-962	3/13/1997
Rossin/Verdi: Great Overtures (EXL-31092)	SR 226-958	3/13/1997
The Very Best of Broadway (EXL-4000-2)	SR 270-479	8/24/1999
Verdi Choirs and Overtures (EXL-31101)	SR 270-496	8/24/1999
Tchaikovsky: Symphony No. 6 "Pathetique"/Festival Overture 1812" (EXL-31038)	SR 226-960	3/13/1997
Tchaikovsky: Symphony No. 5/Capriccio Italian (EXL-31037)	SR 239-307	3/13/1997
Tchaikovsky: Symphony No. 4/Marche Slave (EXL-31036)	SR 239-316	3/13/1997
Tchaikovsky: String Quartets (MHDC 014)	SR 239-337	3/13/1997
Tchaikovsky The Nutcracker (EXL-31084)	SR 239-338	3/13/1997
St. Petersburg Ballet School Tchaikovsky Highlights from Famous Ballets (EXL-31098)	SR 270-499	
Tchaikovsky Concerto for Violin and Orchestra, Op. 35; Variations on a Rocco Theme, Op. 33 (MHDC 013)	SR 270-480	
The Russian String Quartet (MHDC 016)	SR 239-317	3/13/1997
Schubert: Symphony No. 9 (7) in C Major, D, 444 (The Great) (MHDC 047)	SR 239-335	3/13/1997
The Best of Tchaikovsky (EXL-31131)	SR 270-498	8/24/1999
Schubert: "Unfinished" Symphony and Rosamunde (MHDC 032)	SR 250-200	2/19/1998
Schumann: Symphony No. 1/Symphony No. 2 (EXL-31088)	SR 239-305	3/13/1997
Smetana:Ma Vlast (My Country) Cycle of 6 Symphonic Poems (EXL-31089)	SR 239-308	3/13/1997
Stars & Stripes Forever (EXL0-4009)	SR 316-741	12/21/2000
Strauss: From Vienna to St. Petersburg (MHDC 040)	SR 226-964	3/13/1997
Stravinsky: Two Ballets (EXL-31027)	SR 250-202	2/19/1998
Tchaikovsky Ballet Excerts from the Sleeping Beauty (EXL-31087)	SR 274-445	8/24/1999
Schubert/Mendelssohn: Schubert: Symphony B No. 5 / Mendelssohn: Symphony No. 4 (MHDC 011)	SR 239-321	
Smack/Wipe Out/Dancing Spider/We Got Dot.	Pau-2-45-9771	12/13/1999
Keyboard Concertos/ Bach	SR 255-455	6/30/1998
Bach-The Goldberg Variations/Nodar Gabunia (piano)	SR-239-303	3/13/1997
The Adventure of music Max; The Adventures of Sam Goody: V.1.	VA-467-975	8/13/1991
The Greatest hits of B. J. Thomas / cover art John Keely; art direction Yves Roux	VA-83-414	4/23/1981
Milt Jackson / cover artist Bill Myers; art director Meredythe Jones Rossi	VA-82-865	8/26/1981
Bud Powell / cover artist David M. Olmstead & Spectrum Studio; art director Meredythe Jones Rossi	VA-82-864	8/26/1981
Orchestral works of Rimsky-Korsakov: Yevgaeny Svetlanov, State Academic Symphony Orchestra / cover are Michael Krol; art director, Yves Roux	VA-82-863	4/23/1981
Dvorak Cello concerto/Carnival overture; Mstislav Rostropovich, Vaclav Talich, Karel Ancerl, Czech Philharmonic Orchestra / cover art Dennis Rogers; art director, Meredythe Jones Rossi	VA-82-862	4/23/1981
The Flute of Potsdam and Mannheim--flute concertos of Richter and Benda: Jean-Pierre Ramal, Milan Munchlinger, Prague Chamber Orchestra / cover are M. Patrick; art director, Meredythe Jones Rossi.	VA-82-861	4/23/1981
Earl Wild, Chopin Piano concerto number 1 in E minor/Faure, Ballade for piano and orchestra: Sir Malcolm Sargent, The Royal Philharmonic Orchestra, Charles Gerhardt, The Metropolitan Symphony Orchestra / cover art Scott Baker & Spectrum Studio; art director, Meredythe Jones Rossi.	VA-82-860	4/23/1981
Janacek Sinfonietta, Taras Bulba : Karel Ancerl, Czech Philharmonic Orchestra / cover art John Keely & Studio West; art director Yves Roux.	VA-82-859	4/23/1981

Title	Registration Number	Date
Brahms Pinao trio in A : Odeon Trio -- Leonard Hokanson, piano, Kurt Guntner, violin, Angelica May, cello / cover art Michael Krol; art director Yves Roux.	VA-82-858	4/23/1981
In the counrtry: Frank Chacksfield and his orchestra / photography Jerry Downs: cover design Mary T. Furth; art direction Yves Roux.	VA-82-857	4/23/1981
Rimsky-Korsakoff's Scheherazade: Morton Gould and his orchestra / cover art Lance Myamoto.	VA-82-856	4/23/1981
Brahms Violin concerto in D: Henryk Szeryng, violin, Antal Dorati conducting The London Symphony Orchestra	VA-82-855	4/23/1981
Itzhak Perlman's first recording of the Tchaikovsky violin concerto: Alfred Wallenstein, The London Symphony Orchestra / cover art M. Patrick	VA-82-854	4/23/1981
Virtuoso trumpet: Timofey Dokschitser, trumpet, Rudolf Barshai, Moscow Chamber Orchestra / cover art Dennis Rogers; art director, Meredythe Jones Rossi.	VA-82-853	4/23/1981
Rimsky-Korsakoff's Scheherazade: symphonic suite suite op. 35:Yevgeny Svetlanov, U.S.S.R. Symphony Orchestra / cover art Michael Krol, art director, Yves Roux.	VA-82-852	4/23/1981
Haydn Quartet number 3 "Emperor", Quartet number 2 "Joke": Quartetto Italiano / cover art John Keely; art director, Yves Roux.	VA-82-851	4/23/1981
Glazunov, The Seasons: op. 67 (complete ballet): Boris Khaikin, Moscow Radio Symphony Orchestra / cover art Jack Johnson & Spectrum Studio; art director, Yves Roux.	VA-82-850	4/23/1981
Gustav Mahler, Symphony number 1 "Titan": Kiril Kondrashin, Moscow Philharmonic Orchestra / cover art Bill Myers; art director, Meredythe Jones Rossi.	VA-82-849	4/23/1981
White Christmas: Pat Boone / cover art Cindy Berglund; photography Jame Kilkelly; art direction Meredythe Jones Rossi.	VA-82-848	4/23/1981
Reunited: The Midnight Strings Orchestra / photographer, Jason Haily; cover design Steve Miller; art direction Yves Roux.	VA-82-847	4/23/1981
Together: Anita Kerr, Harry VanHoof, Pieter VanVollenhoven / photographer, Rhoda Bender; cover design Steve Miller; art direction Yves Roux.	VA-82-846	4/23/1981
Janacek String quartets numbers 1 & 2: Janacek Quartet / cover art Del Erickson; cover design Mary T. Furth; art director Yves Roux.	VA-82-845	4/23/1981
Cruisin': smash hits by the original start / photographer, Brad Palm; cover design Steve Miller; art direction Yves Roux.	VA-82-844	4/23/1981
Those were the days: smash hits by the original stars / photography Jerry Swanson; cover design Steve Miller; art direction Yves Roux.	VA-82-843	4/23/1981
Johannes Brahms--The Complete symphonies/Schumann--Manfred overture / Brahms--Tragic overture: Jascha Horenstein, London Symphony Orchestra, Rudolf Kempe, Berlin Philharmonic Orchestra, Dietrich Fischer-Dieskau, Czech Philharmonic Orchestra.	VA-78-013	4/23/1981
Beethoven--The Complete piano concerto: Claudio Arrau, piano, Aleco Galliera, The Philharmonia Orchestra.	VA-78-012	4/23/1981
Mozart serenades: Collegium Aureum performing on original instruments.	VA-78-011	4/23/1981
Dvorak--Symphonies 7, 8, 9: Zdenek Kosler, Vaclav Neumann, Czech Philharmonic Orchestra, Jacha Horenstein, The Royal Philharmonic Orchestra.	VA-78-010	4/23/1981
Tchaikovsky--The Late symphonies, numbers 4, 5, 6: Yevgeny Svetlanov, U.S.S.R. Symphnoy Orchestra, Jascha Horenstein, The New Philharmonia Orchestra, Lovro VonMatacic, Czech Philharmonic Orchestra.	VA-78-009	4/23/1981
Tchaikovsky--The Early symphonies, numbers 1, 2, 3: Yevgeny Svetlanov, U.S.S.R. Symphnoy Orchestra.	VA-78-008	4/23/1981

Title	Registration Number	Date
Rachmaninoff--The Complete piano concerti/Rhapsody on a theme of Paganini: Earl Wild, Jascha Horenstein, The Royal Philharmonic Orchestra.	VA-78-007	4/23/1981
Wolfgang Amadeus Mozart-- Complete flute concertos: on original instruments, Frans Vester, transverse flute, Edward Witsenburg, harp, Frans Brueggen, Mozart-Ensemble Amsterdam.	VA-78-006	4/23/1981
Emil Gilels, live at Carnegie Hall / cover art Tom Brookwalter, Hellman Design Associates, Inc.: art director Meredythe Jones Rossi.	VA-78-005	4/23/1981
Johannes Sebastian Brahms--6 suites for unaccompanied cello: Anner Bylsma, baroque cello /	VA-78-004	4/23/1981
Sounds like Kenny Rogers: performed by Mirror Image / cover art Dennis Harms; art director Meredythe Jones Rossi.	VA-78-003	4/23/1981
Dust in the wind: Frank Chacksfield and his orchestra / photographer, G.F Krupa; cover art Nina Krol; art direction Yves Roux.	VA-78-002	4/23/1981
Rise: Frank Chacksfield and his orchestra / photographer, Robert Pualson; cover design Steve Miller; art direction Yves Roux.	VA-78-001	4/23/1981
After the lovin': Frank Chacksfield and his orchestra / art direction Yves Roux; cover photography T. Bartone; cover design Mary T. Furth.	VA-78-000	4/23/1981
Love is in the air: Frank Chacksfield and his orchestra / photography McCann & Petters; cover design Nina Krol; art direction Yves Roux.	VA-77-999	4/23/1981
The Greatest hits of the Drifters / cover art Nina Krol; photography Peter Gridley; art direction Yves Roux	VA-77-998	4/23/1981
Cleo's choice: Cleo Laine / cover art Dennis Rogers; art director Meredythe Jones Rossi.	VA-77-997	4/23/1981
Antonio Vivaldi--The Four seasons: Sigiswald Kuijken, La Petite Bande, original instruments / cover, Antonie Watteau (i.e. Jean Antoine Watteau), "Spring"; art direction Yves Roux	VA-77-996	4/23/1981
Beethoven piano sonatas: Wilhelem Kempff / cover art Bill Myers; art director Meredythe Jones Rossi.	VA-77-995	4/23/1981
A Christmas festival: Leroy Anderson and his orchestra / photographer, R Hamilton Smith; cover design John Everlein; art direction Yves Roux.	VA-77-994	4/23/1981
Music from The Nutcracker & Swan Lake: Sir Adrian Boult, The New Symphony Orchestra of London / cover art Yves Roux; art director Meredythe Jones Rossi.	VA-77-993	4/23/1981
Yer'alburn: The James Gang featuring Joe Walsh / cover art & design: Jack Dainty; art director Meredythe Jones Rossi.	VA-77-992	4/23/1981
Silver bells: Birchwood Pops Orchestra / cover art Yves Roux; art director Meredythe Jones Rossi.	VA-77-991	4/23/1981
Silent night: Birchwood Pops Orchestra / cover art Yves Roux; art director Meredythe Jones Rossi.	VA-77-990	4/23/1981
Disco Noel: as performed by Mirror Image / photography G. Robert Spencer Photography; art director Meredythe Jones Rossi.	VA-77-989	4/23/1981
Merry Christmas: The Mills Brothers / photography by Barbara Adams, Alpha Photos.	VA-77-988	4/23/1981
Holiday greetings: Birchwood Chorale / photography Richman Haire; cover design Greg Schultz; art director Meredythe Jones Rossi.	VA-77-987	4/23/1981
Original music box favorites: v. 2/ photography Christine Benkert; cover design Greg Schultz; art director Meredythe Jones Rossi.	VA-77-986	4/23/1981
A Christmas card: Birchwood Pops Orchestra & Chorus / photography David Jonasson; cover design Yves Roux; art direction Meredythe Jones Rossi.	VA-77-985	4/23/1981
Two divided by love: The Kendalls / art director, Meredythe Jones Rossi; cover design M. Patrick; cover artist, Steven Carlson.	VA-77-984	4/23/1981
Billy "Crash" Craddock / cover art Del Erickson; art director Meredythe Jones Rossi.	VA-77-983	4/23/1981

Title	Registration Number	Date
George Jones sings Hank Williams / ill. Reed Merrill; art direction Meredythe Jones Rossi; design Greg Schultz.	VA-77-982	4/23/1981
Johann Sebastian Bach--Goldberg variations: Gustov Leonhardt, harpsichord Gennady Rozhdestvensky Moscow Radio Symphony Orchestra / cover art Bill Myers; art director Meredythe Jones Rossi.	VA-77-981	4/23/1981
Prokofiev--Symphony number 1, "Classical"/Symphony number 7: Gennady Rozhdestvensky Mocow Radio Symphony Orchestra / cover art Dennis Rogers; art director Meredythe Jones Rossi.	VA-77-980	4/23/1981
Shostakovich--Symphony number 5: Kiril Kondrashin, Moscow Philharmonic / cover art M. Patrick; art director Meredythe Jones Rossi.	VA-77-979	4/23/1981
Haydn--Symphony number 92, "Oxford"/Symphony number 103, "Drumroll": Lorin Maazel, Berlin Radio Symphony Orchestra / cover art John Keely; art director Meredythe Jones Rossi.	VA-77-978	4/23/1981
Mozart--Symphony number 40 / Symphony number 33: Collegium Aureum performing on original instruments / cover art M. Patrick; art director Meredythe Jones Rossi.	VA-77-977	4/23/1981
Jesu, joy of man's desiring and other Bach favorites: Winschermann, German Bach Soloist / cover are Gary Gersema, Hellman Design Associates, Inc.; art director Meredythe Jones Rossi.	VA-77-976	4/23/1981
Schoenberg--Verklaerte Nacht (Transfigured night)/Hindemith--Symponic metamorphoses: Vaclav Neumann and Gaetano Delogu conducting The Czech Philharmonic Orchestra / cover art Dennis Rogers; art director, Yves Roux.	VA-77-975	4/23/1981
Alban Berg--Concerto for violin and orchestra/Chamber music for piano, violin and 13 winds: Karel Ancerl Czech Philharmonic Orchestra, Libor Pesek, Prqgue Chamber Harmony / cover art Michael Krol, art director, Yves Roux.	VA-77-974	4/23/1981
Brahms--Piano concerto number 2: Gina Bachauer, piano, Antal Dorati conducting the London Symphony Orchesta / cover art Michael Frol; art director, Yves Roux.	VA-77-973	4/23/1981
The Artistry of Elly Ameling featuring selections of Schubert and Schumann: Jorg Demus, Hammerflugel, Hans Deinzer, clarinet / cover art Scott Baker, Spectrum Studio; art director, Yves Roux.	VA-77-972	4/23/1981
Bizet--Symphony in C major and Tschaikovsky--Francesca DaRimini: Charles Much conducting The Royal Philharmonic Orchestra / cover art Peter Cox.	VA-77-971	4/23/1981
Horenstein conducts Wagner: Jascha Horenstein, The Royal Philharmonic Orchestra, The Beecham Choral Society.	VA-77-970	4/23/1981
Franck--Symphony in D minor/Liszt--Les Preludes: Sir Adrian Boult, The New Symphony Orchestra of London / cover art Meredith Nemirov.	VA-77-969	4/23/1981
Rainy night in Georgia: Rupert Holmes / cover art Eugene Reshanov: cover design Steve Miller; art direction Yves Roux.	VA-77-968	4/23/1981
Rupert Holmes / cover photo, courtey Danny Jordan: cover design & art direction Yves Roux.	VA-77-967	4/23/1981
Lorin Maazel conducts Haydn and Mozart: Berlin Radio Symphony Orchestra / cover art John Keely & Dan Smith, Spectrum Studio; art director, Yves Roux.	VA-77-966	4/23/1981
Dvorak--Violin concerto/Cello concerto/Romance for violin and orchestra / Carnival overture: Josef Suk, violin, Mstisalv Rostopovich, cello, Vaclav Talich, Karel Ancerl, Czech Philharmonic Orchestra / cover art Don Pulver, Spectrum Studio; art director, Yves Roux.	VA-77-965	4/23/1981
The Greatest hits of the Baroque: Helmut Winschermann, German Bach Soloists / cover art Jo Greenwald; art director, Yves Roux.	VA-77-964	4/23/1981
Handel--Water and Fireworks music/Concerto in F/Overture to "Joseph": Collegium Aureum performing on the original instruments / cover art Dennis Rogers; art director, Meredythe Jones Rossi.	VA-77-963	4/23/1981

Title	Registration Number	Date
Schubert--Monents musicaux/Schumann--Nachstuecke for piano: Emil Gilels, piano / cover art Bill Myers: art director Yves Roux.	VA-77-962	4/23/1981
The Golden Age of England: The Deller Consort / cover art Melva Mickelson: art director, Meredythe Jone Rossi.	VA-77-961	4/23/1981
Schumann--Selections from "Fantasiestuecke", Sonata in G minor/Schubert/Liszt--"Ave Maria", "The Elf King"...(et al.): Lazar Berman / cover art Michael Krol; art director, Meredythe Jone Rossi.	VA-77-960	4/23/1981
Yuletide disco / photography David A. Jonasson; art direction Meredythe Jone Rossi.	VA-77-869	4/23/1981
The twelve days of Christmas with the Chipmuncks / cover art Doug Ouderkerk; art directioin Yves Roux.	VA-77-868	4/23/1981
Sunflower: Frank Chacksfiel and his orchestra / front cover photography Rober Sheppart; back cover photography Terrence Spencer; cover design Nina Krol; art direction Yves Roux.	VA-77-867	4/23/1981
Great film music: Frank Chacksfield and his orchestra / cover design John Eberlein; art direction Yves Roux; front cover photography N. Blessing; back cover photography Terence Spencer.	VA-77-866	4/23/1981
The Flute of Versailles: flute concertos of Devienne, Naudot, Loeillet: Jean-Pierre Rampal / cover art Dennis Rogers; art director, Meredythe Jones Rossi.	VA-77-865	4/23/1981
Jimmy Buffett / cover art John Keely; cover desigh Mary T. Furth; art direction Yves Roux.	VA-77-864	4/23/1981
The Best of Jan and Dean / art Dan Smith; cover design Steve Miller; art direction Yves Roux.	VA-77-863	4/23/1981
Jukebox classics / photographer, Christine Benkert; cover design Steve Miller; art direction Yves Roux.	VA-77-862	4/23/1981
Franz Joseph Haydn, Concertos for flute & horn: Erich Penzel, Hans-Martin Linde, Collegium Aureum / cover art Tom Dimock & Carlson & Partners Art Studio; art director, Meredythe Jone Rossi.	VA-77-861	4/23/1981
Rock'n'roll forever / cover art Ron Finger; cover design Greg Schultz; art direction Yves Roux.	VA-77-860	4/23/1981
Selections from Hollywood knights and other rock'n'roll hits / album design Jones Rossie & Company, Inc.; photography McCann & Petters; art directioin Yves Roux.	VA-77-859	4/23/1981
W.A. Mozart, Wind serenade in B flat major, K. 361 "Gran Partita": Collegium Aureum / cover art Brian Thompson; art direction Meredythe Jone Rossi.	VA-77-858	4/23/1981
Looks like we made it: The Laurie Bowers Singers / cover photography Dennis Hallinan; cover design Steve Miller; art directioin Yves Roux.	VA-77-857	4/23/1981
Super groups featuring the Platters, Coasters, Chiffons, Crystals / photographer McCann & Peters; cover design Nina Krol; art direction Yves Roux.	VA-77-856	4/23/1981
American dream the 60's / photographer Jules Zalon; cover design Steve Miller; art direction Yves Roux.	VA-77-855	4/23/1981
Beethoven String quartet number 13, op. 130, including the Grosse Fugue: Smetana Quartet / cover art Michael Krol; art director, Yves Roux.	VA-77-854	4/23/1981
Haydn symphony number 82 in C "The Bear", symphony number 83 in G minor "The Hen": Collegium Aureum, Granzjosef Maier, concertmaster / cover photo, H. Herndel; art direction Yves Roux..	VA-77-853	4/23/1981
Johann Sebastian Bach: Kreuzstab cantata, BWV 56, Ich Habe Genug BWV 82: Max VanEgmond, Paul Dombrecht, Bruce Haynes, Baroque Ensemble & Frans Brueggen / cover Giovanni B. Tiepolo; art directions Yves Roux.	VA-77-852	4/23/1981
Mendelssohn piano trio number 1, Brahms piano trio number 3: Suk Trio / cover art Bill Myers; art director Yves Roux.	VA-77-851	4/23/1981

Title	Registration Number	Date
Carl Orff, Carmina burana: Smetacek, Czech Philharmonic Orchestra & singing chorus / cover art M. Patrick; art director, Meredythe Jone Rossi.	VA-77-850	4/23/1981
Horenstein, Brahms Symphony number 1: The London Symphony Orchestra.	VA-77-849	4/23/1981
Great baroque adagios: Winschermann, German Bach Soloists / cover art Gary Gersema & Hellman Design Associates, Inc.; art director, Meredythe Jones Rossi.	VA-77-848	4/23/1981
Ludwig VanBeethoven, Moonlight & Appassionata sonatas: Paul Badura-Skoda / cover Rottmann.	VA-77-847	4/23/1981
Haydn symphony number 82 in C "The Bear", symphony number 83 in G minor "The Hen": Collegium Aureum, Granzjosef Maier, concertmaster / cover photo, H. Herndel; art direction Yves Roux..	VA-77-846	4/23/1981
Overtures by Berlioz, Liszt and Weber: Gennady Rozhdestvensky, Moscow Radio Symphony Orchestra / cover art Dennis Rogers & Dimension; art director, Yves Roux.	VA-77-845	4/23/1981
Charlie Mingus, Mexican moods / cover artist, Don Pulver.	VA-77-844	4/23/1981
Mozart, Symphony numbers 25 and 29: Lorin Maazel, Berlin Radio Symphony Orchestra / cover art M. Patrick; art director, Meredythe Jone Rossi.	VA-77-843	4/23/1981
24 more great Heartbreakers & tear jerkers / photography Robert Whitman; cover design Greg Schultz; art direction, Yves Roux.	VA-77-842	4/23/1981
The Bee Gees bonanza: the early years, v. 1 / cover background Eugene Ostapchuk; art direction, Meredythe Jones Rossi.	VA-77-841	4/23/1981
The Bee Gees bonanza: the early years, v. 2 / cover background Eugene Ostapchuk; art direction, Meredythe Jones Rossi.	VA-77-840	4/23/1981
Digital spectaculars, Tchaikovsky, Brahms, Wagner, Dvorak, Liszt and other: Yuri Ahronovitch, Vienna Symphony Orchestra / cover photography Robert Hager; cover desing Steve Miller; art direction Yves Roux.	VA-77-839	4/23/1981
Raindrops: The Midnight Strings Orchestra / photographer, Keeler; cover design John Eberleinl art direction & calligraphy Yves Roux.	VA-77-838	4/23/1981
Tchaikovsky, Symphony number 1, "Winter dreams": Yevgeny Svetlanov, U.S.S.R. Symphony Orchestra / cover art Bill Myers; art director, Meredythe Jones Rossi.	VA-77-837	4/23/1981
The Artistry of Jean-Pierre Rampal: Rampal & Armand Birbaum conducting an instrumental ensemble / cover art Bill Meyers; art director, Meredythe Jones Rossi.	VA-77-836	4/23/1981
The Virtuoso recorder: concertos by Handel, Telemann, Vivaldi, Bernard Krainis, Nevelle Marriner & the London Strings / cover art Jack Johnson & Spectrum Studio; art director, Meredythe Jones Rossi.	VA-77-835	4/23/1981
Tchaikovsky, The Sleeping beauty, op. 66: Anatole Fistoulari, London Symphony Orchestra / cover art Reed Merrill; art director Yves Roux.	VA-77-834	4/23/1981
Haydn, Theresienmesse: Tolzer Boys Choir, Cooegium Aureum / cover art Dan Smith & Studio West; art director, Yves Roux.	VA-77-833	4/23/1981
Hot rocks: immortal hits by the original artists / photographer, McCann & Petters; cover design Nina Krol; art direction Yves Roux.	VA-77-832	4/23/1981
Classic music from classic films / cover art Tom Lungstrom / Oasis; art director, Yves Roux.	VA-77-831	4/23/1981
Rock fever: original artists / photographer, McCann & Petters; cover desigh Steve Miller; art direction Yves Roux.	VA-77-830	4/23/1981
Tender moments: original artists / photographer, Dave Jonasson; cover design Steve Miller; art direction Yves Roux.	VA-77-829	4/23/1981
Sounds of terror! / Daniel	VA-77-828	4/23/1981
24 great heartbreakers & tearjerkers: origingal artists / photography Robert Whitman; cover design Greg Schultz; art direction Yves Roux.	VA-77-827	4/23/1981

Title	Registration Number	Date
Bela Bartok--Concerto fo violin and orchestra: Andre Gertler, violin, Karlel Ancerl, Czech Philharmonic Orchestra / cover art Dan Smith / Studio West; art director, Yves Roux.	VA-77-826	4/23/1981
Haydn--Symphony number 104, "London"/Mozart--Symphony no. 35 in D, "Haffner": Josef Krips, the Royal Philharmonic Orchestra / cover art Vonnet Yell.	VA-77-825	4/23/1981
Mozart--Piano concerto number 25 in C major, K.503/Fantasia in C minor for piano, K.475: Ivan Moravec, piano, Josef Vlach conducting the Czech Philharmonic Orchestra / cover art Eugene Ostapchuk.	VA-77-824	4/23/1981
Reminiscing: The Midnight Strings Orchestra, conducted by Syd Dale / photography G.F. Krupa; cover design Mary T. Furth; art direction Yves Roux.	VA-77-823	4/23/1981
The Very Best of the Everly Brothers / cover art Dan Smith; cover design Mary T. Furth; art direction Yves Roux.	VA-77-822	4/23/1981
Weekend in New England: Frank Chacksfield and his orchestra / photographer, Wendler; cover design Steve Miller; art direction Yves Roux.	VA-77-821	4/23/1981
Offenbach's Gaite parisienne, Chopin's Les Sylphides: Anatole Fistoulari, The Royal Philharmonic Orchestra.	VA-77-820	4/23/1981
Entry of the gladiators!: Fucik favorites: Vaclav Neumann, the Czech Philharmonic.	VA-77-819	4/23/1981
Brahms--Symphony number 4: Fritz Reiner, Royal Philharmonic Orchestra / cover art Del Erickson; art director, Yves Roux.	VA-77-818	4/23/1981
Mozart--Divertimento number 15, K.287, "Lodron": Collegium Aureum, performing on original instruments / cover art Del Erickson; cover design Mary T. Furth; art director, Yves Roux.	VA-77-817	4/23/1981
Schumann & Mendelssohn violin concertos: Henryk Szeryng, Antal Dorati, London Symphony Orchestra / cover art Aldo Abelleria; cover design Steve Miller; art director, Yves Roux.	VA-77-816	4/23/1981
J.S. Bach--The Brandenburg concertos(complete): Franzjosef Maier, concertmaster, Collegium Aureum / cover art Jerry Helmrich; art director, Meredythe Jones Rossi.	VA-77-815	4/23/1981
Sibelius--Symphony number 3 / Symphony number 5: Gennady Rozhdestvensky, Moscow Radio Symphony Orchestra / cover art Bill Myers; art director, Yves Roux.	VA-77-814	4/23/1981
Love , lust and piety: English songs from the 15th & 16th centuries: Bruno Turner, Pro Cantione Antiqua, London, David Munrow, Esrly Music Consort of London / cover art Dennis Rogers/Dimension; art director, Yves Roux.	VA-77-813	4/23/1981
Johannes Brahms--Piano trios opus 87 & 114: Odeon Trio / cover art Steve Carlson; art director, Mary T. Furth.	VA-77-812	4/23/1981
Sibelius--Violinconcerto in D minor, opus 47 / Prokoofiev--Violin concerto number 2, opus 63: Henryk Szeryng, violin, Gennady Rozhdestvensky, London Symphony Orchestra / cover art, Yves Roux; art director, Meredythe Jones Rossi.	VA-77-811	4/23/1981
Tchaikovsky--Serenade for strings/Capriccio italien: Yevgeny Svetlanov, U.S.S.R. Symphony Orchestra / cover art Steven P. Carlson; art director, Meredythe Jones Rossi.	VA-77-810	4/23/1981
Rachmaninoff--Symphonic dances, opus 45/Three Russian songs for chorus and orchestra, opus 41 / cover art Bill Myers; art director, Meredythe Jones Rossi.	VA-77-809	4/23/1981
David Oistrakh and Sviatoslav Richter in recital: recorded live at the Moscow Conservatory / cover art Bill Myers; art director, Meredythe Jones Rossi.	VA-77-808	4/23/1981

Title	Registration Number	Date
Dvorak--String quartet in F, opus 96, "American" / Haydn--String quartet in D, opus 64, "The Lark": Panocha Quartet / cover art Bill Reynolds / R K B Studio; art director, Yves Roux.	VA-77-807	4/24/1981
Mendelssohn--Symphony number 4, "Italian" / Symphony number 5, "Reformation": Gaetano Delogu, Czech Philharmonic Orchestra / cover art Don Pulver; art director Meredythe Jones Rossi.	VA-77-806	4/24/1981
Beethoven--Symphony number 1 / Symphony number 8: Jochum, the Bavarian Radio Symphony Orchestra, Berlin Philharmonic Orchestra / cover art Bill Myers; art director, Meredythe Jones Rossi.	VA-77-805	4/24/1981
George Gershwin--Piano concerto in F / Rhapsody in Blue: Raymond Lewenthal, piano, Oscar Dannon, Metropolitan symphony orchestra / cover art John Keely.	VA-77-804	4/24/1981
Richard Rodgers--Suite from Victory at sea: Charles Gerhardt, the Cinema Symphony Orchestra of London / cover art David Stone.	VA-77-803	4/24/1981
Grieg/Liszt piano concertos: Earl Wild, the Royal Philharmonic Orchestra, Rene Leibowitz, Sir Malcolm Sargent / cover art Chris Spollen.	VA-77-802	4/24/1981
Serge Prokoviev--Four portraits from "The Gambler" / Suite from "Love for three oranges" Cantata, "They are seven": Gennady Rozhdestvensky, Moscow Radio Symphony Orchestra / cover art Tom Lungstrom; cover design Steve Miller; art director, Yves Roux.	VA-77-801	4/24/1981
Berlioz--Symphony for viola & orchestra, "Harold in Italy": Josef Suk, viola, Dietrich Fischer-Dieskau conducting the Czech Philharmonic Orchestra/ cover art M. Patrick.	VA-77-800	4/24/1981
Beethoven piano sonatas: Wilhelm Kempff / cover art Bill Myers; art director, Meredythe Jones Rossi.	VA-77-799	4/24/1981
Highlights from Mussorgsky's "Boris Godounov": Alexander Melik-Pashayev, Bolshoi Theatre Chorus and Orchestra / cover art Steve Miller; art director, Yves Roux.	VA-77-798	4/24/1981
Borodin--Symphony number 2 / Polovtsky march / In the steppes of Central Asia: Yevgeny Svetlanov, U.S.S.R. Symphony Orchestra / cover art Michael Krol; art director, Meredythe Jones Rossi.	VA-77-797	4/24/1981
Igor Oistrach, music for violin and orchestra / cover art M. Patrick; art director, Meredythe Jones Rossi.	VA-77-796	4/24/1981
Mozart symphonies: Hans Schmidt-Isserstedt, the London Symphony Orchestra / cover art Don Pulver.	VA-77-795	4/24/1981
Mozart-Sinforin concertante in E flat major, K.364 / Duet in B flat major for violin & viola, K.424: Josef Suk, violin, Orchestra / cover art Jack Johnson.	VA-77-794	4/24/1981
Mozart--Piano Concertos: Paul Badura-Skoda, pianist / conductor, Prague Chamber Orchestra / cover art Dennis Rogers; art director, Meredythe Jones Rossi.	VA-77-793	4/24/1981
Antonin Dvorak--Symphony number 7 in D minor, opus 70: Zdenek Kosler, Czech Philharmonic Orchestra / cover art Del Erickson; art director, Meredythe Jones Rossi.	VA-77-792	4/24/1981
Street song "Gassenhauer": Carl Orff conducting an instrumental ensemble and the Toelz Boys Choir / cover art Melva Mickelson; art director, Meredythe Jones Rossi.	VA-77-791	4/24/1981
J.S. Bach--Secular cantatas: Elly Ameling, soprano, Gerald English, tenor, Siegmund Mimsgern, bass, Collegium Aureum / cover art Dennis Rogers; art director, Meredythe Jones Rossi.	VA-77-790	4/23/1981
J.S. Bach--Sonatas for violin & harpsichord: Josef Suk, violin, Zuzana Ruzickova, harpsichord / cover art Dennis Rogers; art director, Meredythe Jones Rossi.	VA-77-789	4/23/1981
Mozart--Piano concerto in D, K.537, "Coronation" / Piano concerto in C, K.246: Joeeg Demus, piano, Collegium Aureum / cover design Mary T. Furth; art direction, Yves Roux.	VA-77-788	4/23/1981

Title	Registration Number	Date
Ludwig VanBeethoven--Missa solemmis: Sueddeutscher Madrigal Choir, Collegium Aureum, Wolfgang Goennenwein / art direction, Yves Roux.	VA-77-787	4/23/1981
2001, great classics from classic films / cover art Michael Sean Walsh.	VA-77-786	4/23/1981
Tchaikovsky--Swan Lake suite: Gennady Rozhdestvensky, Moscow Radio Symphony Orchestra / cover art Dennis Rogers; art director Yves Roux.	VA-77-785	4/23/1981
Tchaikovsky--Romeo & Juliet / Theme & variations from the Suite number 3: Kiril Kondrashin, Moscow Philharmonic Orchestra / cover art Dennis Rogers; art director Yves Roux.	VA-77-784	4/23/1981
Smetana--Ma vlast: Vaclav Talich, Czech Philharmonic Orchestra / cover art Bill Myers; art director, Yves Roux.	VA-77-783	4/23/1981
Schumann--Piano concerto in A minor / Franck--Symphonic variations: Ivan Moravec, piano, Vaclav Neumann conducting the Czech Philharmonic Orchestra / cover art Michael Krol; art director, Meredythe Jones Rossi.	VA-77-782	4/23/1981
J.S. Bach, Favorites from the Anna Magdalena notebook: Elly Ameling, Gustav Leonhardt, Cembalo et al. / cover art Jerry Helmrich.	VA-70-801	6/15/1979
Brahms, Symphony number 4: Dietrich Fischer-Dieskau, The Czech Philharmonic Orchestra / cover art Dennis Rogers.	VA-70-800	6/15/1979
The Four seasons, Antonio Vivaldi: Concerto Amsterdam, Jaap Schroeder, solo violin / cover art Harold Henriksen.	VA-70-799	5/7/1979
Schubert, Symphony number 9 in C "The Great": Eugen Jochum conducting The Bavarian Radio Symphony Orchestra / cover art Dennis Rogers.	VA-70-798	5/7/1979
Wild about Liszt, volume 2: Earl Wild, piano / cover art Dennis Rogers.	VA-70-797	5/7/1979
Wild about Liszt, volume 1: Earl Wild, piano / cover art Dennis Rogers.	VA-70-796	5/7/1979
Schubertiade: Elly Ameling, Joerg Demus, Hans Deinzer / cover art M. Patrick.	VA-70-795	5/7/1979
Beethoven piano sonatas: Wilhelm Kempff / cover art Bill Myers.	VA-70-794	6/15/1979
Handel, Suite for the royal fireworks, Concerto in F major: Collegium Aureum, Franzjosef Maier, concertmaster, & Rolf Reinhardt, leader for overture / cover art Dennis Rogers.	VA-70-793	6/15/1979
Brahms, Symphony number 2: Schumann, Manfred overture: Rudolf Kempe, The Berlin Philharmonic Orchestra / cover art Dennis Rogers.	VA-70-792	5/7/1979
Dvorak, Symphony number 8, G major, opus 88: Vaclav Neumann, Czech Philharmonic Orchestra / cover art M. Patrick.	VA-70-791	6/15/1979
W.A. Mozart, "Posthorn serenade"' Serenade number 9 in D major, K. 320: Collegium Aureum, Franzjosef Maier, concermaster / cover art Eugene Ostapchuk.	VA-70-790	6/15/1979
Baroque masterpieces for violin, works of Pisendel, Telemann, M. Haydn: Japp Schroder, Concerto Amsterdam / cover art Eugene Ostapchuk.	VA-70-789	6/15/1979
Milt Jackson, Bags' groove / cover artist, Scott Baker.	VA-70-788	6/15/1979
Gerry Mulligan Tentette & Quartet, Walking shoes / cover artist, David M. Olmstead.	VA-70-787	6/15/1979
Earl "Fatha" Hines, The Grand Terrace Band / cover artist, Brain Thompson.	VA-70-786	6/15/1979
Gato Barbieri / cover artist, Harold Henriksen.	VA-70-785	6/15/1979
Bruch, Violin concerto in G minor, Mendelssohn, Violin concerto in E minor: Josef Suk, violin & Karel Anverl, The Czech Philharmonic Orchestra / cover art Jack Johnson.	VA-70-784	5/7/1979
Beethoven, Symphony number 6 "Pastoral": Rotterdam Philharmonic, Muench / cover art Bill Myers.	VA-70-783	5/7/1979
J.S. Bach violin concertos: Szeryng, Rybar, Collegium Musicum, Winterthur / cover art Jerry Helmrich.	VA-70-782	5/7/1979

Title	Registration Number	Date
Mozart, Eine kleine Nachtmusik, K 525, Divertimento in D major, K.205: Collegium Aureum, Franz Josef Maier, concertmaster / cover art Eugene Ostapchuk.	VA-70-781	5/7/1979
Mozart, Piano concertos, number 14, K449 and number 23 K.488: Ivan Moravec, piano & Josef Vlach, The Czech Chamber Orchestra / cover art Ellen Gomoll.	VA-70-780	5/7/1979
Duke Ellington, Take the "A" train / cover artist, Scott Baker & Spectrum Art Studio; art director, Meredythe Jones Rossi.	VA-70-779	6/14/1979
Freddie Hubbard, Skylark / cover art Jack Johnson.	VA-70-778	3/16/1979
Sonny Rollins, Green Dolphin Street / cover art Dennis Rogers.	VA-70-777	6/15/1979
Charlie Mingus, Soul Fusion / cover art Ellen Gomoll.	VA-70-776	6/15/1979
Count Basie, Everything's comin' up roses / cover art M. Patrick.	VA-70-775	6/15/1979
Brahms, Symphony number 3: tragic overture: Rudolf Kempe, The Berlin Philharmonic Orchestra / cover art Dennis Rogers.	VA-70-774	5/7/1979
Benny Goodman, his trio and quartet / cover art Bill Myers; art director, Meredythe Jones Rossi.	VA-70-773	6/14/1979
Dizzy Gillespie, Manteca / cover artist, Earl R. Slack.	VA-70-772	6/14/1979
Django Reinhardt, Djangology / cover artist, Jeffery Kyle.	VA-70-771	6/15/1979
Coleman Hawkins, The Golden Hawk / cover artist, R. Brude 7 Studio West; art director, Meredythe Jones Rossi.	VA-70-770	6/14/1979
Muggsy Spanier; Ragtime band / cover artist, Jack Johnson & Spectrum Art Studio; art director, Meredythe Jones Rossi.	VA-70-769	6/14/1979
Benny Goodman, The Great Years / cover artist, M. Patrick.	VA-70-768	6/15/1979
Artie Shaw and his orchestra, featuring Roy Eldridge / cover artist, David M. Olmstead.	VA-70-767	6/15/1979
Paul Desmond & Gerry Mulligan / cover artist, Del Erickson.	VA-70-766	6/15/1979
Sonny Rollins, Now's the time / cover artist, Jack R. Johnson.	VA-70-765	6/14/1979
Tchaikovsky Symphony number 1, "winter dreams": Yevgeny Svetlanov, U.S.S.R. Symphony Orchestra / cover art Bill Myers; art director, Meredythe Jones Macy.	VA-68-994	11/19/1980
The Ventrure in space.	VA-68-993	11/25/1980
Boogie with canned heat.	VA-68-992	11/25/1980
In a Brazilian mood: the 50 guitars of Tommy Garrett.	VA-68-991	11/25/1980
Music from the motion picture T G I F "Thank God it's Friday" / cover design: Maureen Wiegner; photography Giannenetti Studio.	VA-68-990	11/25/1980
Fabulous piano favorites: Ferrante & Teicher.	VA-68-989	11/25/1980
1812 overture: Charles Gerhardt & The National Philharmonic Orchestra / cover artist: Pete Bastiansen;	VA-68-988	11/25/1980
Swing disco, swing are classics played in a new exciting way: The Sunshine Terrace Swing Bank / photography: David A. Jonasson; art director Meredythe Jones Rossi.	VA-68-987	11/25/1980
And then there were drums: Sandy Nelson.	VA-64-962	11/25/1980
Hanson--Symphony number 2 ("Romantic") / MacDowell--Piano Concerto number 2: The National Philharmonic Orchestra / cover art M. Patrick.	VA-54-755	3/16/1979
Smetana--The Moldau, "Bartered bride" dances / Dvorak--There Slavonic dances / Weinberger--"Schwanda" polka & fugue: Charles Gerhardt, doouglas Gamley, The National Philharmonic Orchestra / cover artist, Vonnet Yell.	VA-54-754	3/16/1979
Getting together: Ferrante & Teicher / art direction Frank Gauna: photography Chuck Stewart.	VA-54-753	3/16/1979
Berlioz--Symphonie Fantastique: Massimo Freccia, The Royal Philharmonic Orchestra / cover art Dennis Rogers.	VA-54-752	3/16/1979
Diz: Dizzy Gillespie / cover art M. Patrick.	VA-54-751	3/16/1979
Voices of spring: favorite Strauss waltzes, v. 2: Jascha Horenstein, The Vienna State Opera & The Vienna Symphony Orcheatra / cover art Gemma Rossini Cullen.	VA-54-750	3/16/1979

Title	Registration Number	Date
Dueling organs: Jimmy McGriff & Groove Holmes / cover artist, Dennis Rogers.	VA-54-749	6/14/1979
Solomon: Grieg & Schumann paino concertos: Herbert Menges, The Philharmonia Orchestra / cover art M. Patrick.	VA-54-748	3/16/1979
Pictures at an exhibition, Night on Bald Mountain, Danse macabre: Rene Leibowitz, Royal Philharmonic Orchestra, Orchestre de la Societe des Concerts Symphonies de Paris / cover art Melva Mickelson.	VA-54-747	3/16/1979
Young love: Sonny James.	VA-54-746	3/16/1979
Bobby Vinton / cover art Brian Thompson.	VA-54-745	3/16/1979
Drummer's drummer: Buddy Rich / cover artist, Tom Dimock.	VA-54-744	6/15/1979
The Best of Del Shannon, golden hits.	VA-54-743	3/16/1979
"Fats" Waller sings and swings / cover art M. Patrick.	VA-54-742	3/16/1979
Big hits of Jimmie Rodgers.	VA-54-741	3/16/1979
Colonel Bogey, march from "The Bridge on the River Kwai": Sir Adrian Boult, The London Philharmonic Orchestra / cover artist Pete Bastiensen.	VA-54-740	3/16/1979
Impressions: Fred Cash, Curtis Mayfield, Samuel Gooden.	VA-54-739	3/16/1979
The Hits of Ferlin Husky / cover art Brian Thompson.	VA-54-738	3/16/1979
Wipe out & Surfer Joe: The Surfaris / photography Ron Stoner; cover design Celeste M. Regnier.	VA-54-737	3/15/1979
Capriccio italien--Tchaikovsky / Capriccio espagnol--Rimsky-Korakoff: Kiril Kondrashin conduction the R C A Victor Symphony Orchestra / cover artist, M. Patrick.	VA-54-736	3/16/1979
Count Basie & The Mills Brothers / cover artist, Dennis Rogers.	VA-54-735	6/15/1979
Earl Wild, Dohnanyi--Variations on a nursery tune / Liszt-Hungarian fantasy / Meshisto waltz / cover design Steve Rossi.	VA-54-734	3/16/1979
Pat Boone's Greatest hits.	VA-54-733	3/16/1979
Ottorino Respighi--The Fountains of Rome / Roman Festivals: Massimo Freccia, The New Philharmonia Orchestra / cover art M. Patrick.	VA-54-732	3/16/1979
When it comes to music, come to us--come to Discount Records.	SRu-37-263	4/29/1982
Musicland music master mixes.	SRu-26-273	8/10/1981
Concrete cowboys / E. Keeley, S. Vining; The Concrete Cowboy Bank. Cajun stripper / R & D. Kershaw; The Concrete Cowboy Band.	SR-32-214	2/24/1981
Concrete cowboys / The Concrete Cowboy Band.	SR-32-213	2/24/1981
Concertos for oboe, strings, and continuo / Bruce Haynes, baroque oboe; Orchestra of the 18th Century; Frans Bruggen, conductor.	SR-27-897	7/21/1981
Italian concerto in F, BWV 971; Toccata in D, BWV 912; Toccata in D minor, BWV 913...[et al.] / J.S. Bach[i.e.. Johann Sebastian Bach]; Gustav Leonhardt, harpsichord.	SR-27-896	7/21/1981
Carroll Baker / [performed by] Carroll Baker.	SR-26-831	5/28/1981
String quartets: op. 20, no. 2 &4 / Franz Joseph Haydn; Quartetto Esterhazy	SR-26-031	4/29/1981
My turn / [performed by] Donna Hazard.	SR-26-030	4/29/1981
Eustace, the useless rabbit.	SR-25-743	4/23/1981
Shirley, Squirrely & Melvin, "live" / [performed by] Shirley, Squirrely & Melvin.	SR-25-742	4/23/1981
The Artistry of Earl Wild.	SR-25-466	4/9/1981
14 sonatas for harpsichord from "Essercizi per gravicembalo" / Domenico Scarlatti; Gustav Leonhardt, harpsichord.	SR-25-465	4/9/1981
Mirror Image performs the songs of Neil Diamond.	SR-25-464	4/9/1981
Sunday morin' comin' down / [performed by] Johnny Paycheck.	SR-25-463	4/9/1981
Music from American gigolo, The Empire strikes back, All that jazz, The Rose, Apocalypse now, The Electric horseman, Coal miner's daugher, 10, Every which way but loose / [performed by] various artists.	SR-25-462	4/9/1981
The 12 days of Christmas.	SR-25-461	4/9/1981
The Story and songs from Babes in Toyland / featuring the "Hanky Pank Players" Cricketone Chorus & Orchestra.	SR-25-460	4/9/1981

Title	Registration Number	Date
Wild about Chopin / Chopin; [performed by] Earl Wild.	SR-25-459	4/9/1981
Ride like the wind / The Midnight Strings Orchestra.	SR-25-458	4/9/1981
Classic space themes including music from The Empire strikes back / Birchwood Pops Orchestra.	SR-25-457	4/9/1981
Mirror Image performs the songs of Billy Joe: v.2.	SR-25-456	4/9/1981
Chuck Mangione songbook / [performed by Excelsior Jazz Machine].	SR-25-455	4/9/1981
Christmas organ and chimes / [performed by] Jesse Crawford.	SR-25-454	4/9/1981
Virtuoso trumpet concertos of the baroque / Wolfgang Basch, trumpet, Helmut Winchermann, [conductor]; German Bach Soloists.	SR-25-453	4/9/1981
Mirror Image performs music from Urban cowboy.	SR-25-452	4/9/1981
Evergreen / The midnight Strings Orchestra.	SR-25-451	4/9/1981
Famous ghost stories with scary sounds.	SR-25-450	4/9/1981
Mirror Image performs the songs of Kenny Rogers: v.2.	SR-25-449	4/9/1981
On the radio / The Midnight Strings Orchestra.	SR-25-448	4/9/1981
From Houston to you / [performed by] David Houston.	SR-25-447	4/9/1981
Next Sunday I'm gonna be saved / [performed by] David Houston.	SR-25-446	4/9/1981
Mundo Earwood / [performed by] Mundo Earwood.	SR-25-445	4/9/1981
Statler Brothers / Oak Ridge Boys songbook / [performed by The Smokey Ridge Boys].	SR-25-444	4/9/1981
Herre comes Peter Cottontail / Mister Pickwick Players and Singers.	SR-25-443	4/9/1981
Mirror Image performs the songs of Linda Ronstadt / Mirror Image.	SR-25-442	4/9/1981
Violin sonatas: k.58, 304, 481 / Wolfgang Amadeus Mozart; Sigiswald Kuijken, violin; Gustav Leonhardt, pianoforte.	SR-25-441	4/9/1981
Works for trumpet and organ / Wolfgang Basch, trumpet; Wolfgang Ruebsam, organ.	SR-25-440	4/9/1981
Two suites for harpsichord and Chromatic fantasie and fugue / Johann Sebastian Bach; Gustav Leonhardt, harpsichord.	SR-25-439	4/9/1981
Blue collar blues / M. Earwood; [performed by] Mundo Earwood. Softer place to fall / M. Earwood, T. Conners; [performed by] Mundo Earwood.	SR-25-438	4/9/1981
My lady / D. Goodman, B. Reneau, R. Schulman; [performed by] David Houston. Something you've never had before / L. Boelter; [performed by] David Houston.	SR-25-437	4/9/1981
My turn / L. Chiriaka, J. Huguely; [performed by] Donna Hazard. I don't want to dance with you (no more) / D. Hazzard; [performed by] Donna Hazzard.	SR-25-436	4/9/1981
Music from the motion picture "Grease".	SR-25-435	3/15/1979
Sounds like The Bee Gees / [performed by] The Neon Nights.	SR-25-434	11/25/1980
Chuck Mangione songbook / [performed by Excelsior Jazz Machine].	SR-25-433	11/25/1980
Music from Hair / [all lyrics composed by G. Ragni, J Rado; all music composed by G. MacDermot; performed by] The Sunshine Generation.	SR-25-432	11/25/1980
Country sizzlers: v. 2 / [performed by] The Music City Rangers.	SR-25-431	11/25/1980
Discopedia: v. 5 / [performed by] Mirror Image.	SR-25-430	11/25/1980
Disco dancin' fever.	SR-25-429	11/25/1980
Discopedia: v. 4 / [performed by] Mirror Image.	SR-25-428	11/25/1980
Sounds like Olivia Newton-John / [performed by] Mirror Image.	SR-25-427	11/25/1980
Statler Brothers / Oak Ridge Boys songbook / [performed by The Smokey Ridge Boys].	SR-25-426	11/25/1980
Sounds like Barbara Streisand / [performed by Mirror Image].	SR-25-425	11/25/1980
Country partners: favorite country duets / performed by the River Mist Band.	SR-25-213	11/25/1980
Sounds like Kenny Rogers / [performed by Mirror Image].	SR-24-768	11/25/1980
Country sizzlers: v. 1 / [performed by] The Music City Rangers.	SR-24-767	11/25/1980
Discopedia: v. 3 / [performed by] Mirror Image.	SR-24-766	11/25/1980
Billy Joel songbook / [all songs composed by Billy Joel; performed by] The 52nd Sound.	SR-24-765	11/25/1980
Chipmunk punk / [featuring Simon, Theodore & Alvin].	SR-24-764	11/25/1980

Title	Registration Number	Date
The Best of Discopedia / [performed by] Mirror Image.	SR-24-754	11/25/1980
Sounds like the Village People / [performed by] Mirror Image.	SR-24-753	11/25/1980
Pure platinum I / [performed by] The Platinum Players.	SR-24-752	11/25/1980
Pure platinum III / [performed by] The Platinum Players.	SR-24-751	11/25/1980
Pure platinum II / [performed by] The Platinum Players.	SR-24-750	11/25/1980
Stevie Wonder songbook / S. Wonder; [performed by] Motor City Rollers.	SR-23-617	11/19/1980
Music from the motion picture "F M".	SR-23-369	11/25/1980
Music from "Close incounters of the third kind".	SR-23-368	11/25/1980
Pomp and circumstance: 11 spectacular marches / The Natioinal Philharmonic Orchestra.	SR-23-367	3/16/1979
Sabre dance: the spectacular dances.	SR-18-965	3/16/1979
Trumpet concertos / Richter, Graupner, Querfurth, Haydn; Don Smithers, trumpet; Jaap Schroeder, concertmaster; [performed by] Concerto Amsterdam.	SR-18-964	6/15/1979
Symphony mumber 9 in D major / Gustav Mahler; Karel Ancerl conducting The Czech Philharmonic Orchestra.	SR-18-963	6/15/1979
Discopedia: v. 1 / [performed by] Mirror Image.	SR-18-962	6/15/1979
Concerto for violin and orchestra in A minor, opus 53; Romance for violin and orchestra, opus 11 / Antonin Dvorak; Joseph Suk, violin; Karel Ancerl conducting The Czech Philharmonic Orchestra.	SR-18-961	6/15/1979
The Water music / Handel [i.e. George Frederick Handel]; Collegium Aureum; Franz Josef Maier, concertmaster.	SR-18-960	3/16/1979
Violin concerto in D major, opus 61 / Beethoven [i.e. Ludwig VanBeethoven]; Henryk Szeryng, violin; Hans Schmidt-Isserstedt conducting The London Symphony Orchestra.	SR-18-959	3/16/1979
The Flute of Sans-Souci: flute concertos of Quantz, Hasse, Graun, Frederick the Great / Jean-Pierre Rampal, flute; Jacques Roussel, [conductor]; Antiqua Musica Orchestra.	SR-18-958	6/15/1979
Roumanian rhapsody / Constantin Silvestri conductin The Vienna Philharmonic Orchestra.	SR-18-957	3/16/1979
Piano trio in B flat major, opus 99, D. 898; Nocturne in E-flat, opus 148, D. 897 / Schubert {i.e. Franz Schubert]; Suk Trio.	SR-18-956	6/15/1979
Polovetsian dances: rousing Russian spectaculars / Lovro VonMatacic conducting; The Philharmonia Orchestra.	SR-18-955	3/16/1979
Fleetwood Mac songbook / [performed by] Dancers Image.	SR-18-954	3/15/1979
Symphony mumber 9 in D minor, opus 125 (Choral) / Beethoven [i.e. Ludwig VanBeethoven; performed by Paul Kletzki; Czech Philharmonic Orchestra and Chorus; Josef Veselka, chorus master].	SR-18-953	6/15/1979
Trio number 7 in B flat major, opus 97 (Archduke) / Beethoven [i.e. Ludwig VonBeethoven]; Suk Trio 9Josef Duk, violin; Josef Chuchro, cello; Jan Panenka, piano).	SR-18-952	3/16/1979
Music from the motion picture Saturday night fever.	SR-18-951	3/16/1979
Discopedia: v. 2 / [performed by Mirror Image].	SR-18-950	6/15/1979
Symphony number 3 in E flat major, opus 55 (Erocia) / Beethoven [i.e. Ludwig VonBeethoven]; Lovro VonMatacic conducting; The Czech Philharmonic.	SR-18-949	3/16/1979
Orchestral suites / J.S. Bach [i.e. Johann Sebastian Bach}; Collegium Aureum on original instrumentation; Franzjosef Maier, concert master.	SR-18-948	6/15/1979
Greatest hits of the 1500's: favorite Renaissance dances.	SR-18-947	5/7/1979
Before forever / Chick Corea; [performed by] Chick Corea.	SR-18-946	5/7/1979
Piano concerto number 4 in G major: op. 58 / Beethoven; Claudio Arrau, pianist, Alceo Galliera; The Philadelphia Orchestra.	SR-18-945	3/16/1979
Concerto in C major "Triple" for violin, cello, piano, and orchestra: op.56 / Beethoven [i.e. Ludwig VanBeethoven]; Josef Suk, violin; Josef Chuchro , cello; Jan Panenka, piano; Kurt Masur conducting the Czech Philharmonic Orchestra.	SR-18-944	3/16/1979

Title	Registration Number	Date
Piano concerto number 3 in C minor: op. 37 / Beethoven; Claudio Arrau, pianist, Alceo Galliera; The Philadelphia Orchestra.	SR-18-943	3/16/1979
The Magic of Weight Watchers / Jean Nidetch.	SR-15-690	4/2/1979
Air mail special / "Zoot" Sims [tenor sax]; Buddy Rich [drums[.	SR-85-46	5/7/1979
Ms. Jazz / [performed by] Carmen McRae.	SR-85-45	5/7/1979
Flyin' home / [performed by] Lionel Hampton.	SR-85-44	5/7/1979
Soul organ / [performed by] Jimmy McGriff.	SR-85-43	5/7/1979
Mister Drums / [performed by] Buddy Rich.	SR-85-42	5/7/1979
Music from great film soundtracks.	SR-85-34	5/7/1979
Sergeant Peper's Lonely Hearts Club Band: music from the motion picture / [all songs written by] John Lennon, Paul McCartney.	SR-69-17	3/26/1979

EXHIBIT B

List of Patents and Patent Licenses

TRANS WORLD NEW YORK, LLC

Description	Registration/ Application Number	Registration/ Application Date
User-personalized media sampling, recommendation and purchasing system using real-time inventory database	7,174,312	2/6/2007
Listening and viewing station	D552,568	10/9/2007
Listening and viewing station	D553,107	10/16/2007
Theft-resistant releasable container for valuable articles	6,467,318	10/22/20002
Portable exhibit display	D359,988	7/4/1995
Portable exhibit display	D360,230	7/11/1995
Display stand	D362,768	10/3/1995
Display	D365,699	1/2/1996
Cabinet counter	D365,944	1/9/1996
Floor pattern	D366,940	2/6/1996
Floor pattern	D366,941	2/6/1996

TRADEMARK
REEL: 004202 FRAME: 0529

Floor pattern	D366,942	2/6/1996
Display stand	D369,041	4/23/1996
Display stand	D370,574	6/11/1996
Store center	D370,733	6/11/1996
Listening center	D372,482	8/6/1996
Wall display device	D373,264	9/3/1996
Listening station	D,374,445	10/8/1996
Floor pattern	D374,726	10/15/1996
Method and system for maintaining shadow copies of data using a shadow mask bit	7,174,436	2/6/2007
Systems and Methods for Acquiring Media Assets	20080308626	12/18/2008
Station For Sale of Digital Media	20080301054	12/4/2008
Systems and Methods for Enabling Users to Sample and Acquire Content	20080249872	10/9/2008
USER-PERSONALIZED MEDIA SAMPLING, RECOMMENDATION AND PURCHASING SYSTEM USING REAL-TIME INVENTORY DATABASE	20080015953	1/17/2008
USER-PERSONALIZED MEDIA SAMPLING, RECOMMENDATION AND PURCHASING SYSTEM USING REAL-TIME INVENTORY DATABASE	20080015942	1/17/2008
User-personalized media sampling, recommendation and purchasing system using real-time inventory database	20070083441	4/12/2007

Digital content distribution systems and methods	20060190413	8/24/2006
Digital content distribution systems and methods	20060190410	8/24/2006
Data Filling Station	20090030806	1/29/2009

EXHIBIT C

List of Trademarks and Trademark Licenses

MEDIA LOGIC USA, LLC

Description	Registration/ Application Number	Registration/ Application Date
MEDIA LOGIC	3,063,127	2/28/2006
MEDIA LOGIC	2,023,241	12/17/1996
BRAND AMP	77819442	9/3/2009
CONVERSATION-CENTRIC MARKETING	77819799	9/3/2009
INTEGRATED CCM	77819629	9/3/2009
SOCIAL JUICE PROMOTIONS	77819720	9/3/2009
ZEITGEIST & COFFEE	77819511	9/3/2009
MINE & DINE	77819764	9/3/2009

TRANS WORLD NEW YORK, LLC

Description	Registration/ Application Number	Registration/ Application Date
CLUB CD	74620655	4/22/1997
COMPACT DISC WORLD	73802183	2/6/1990

DISC JOCKEY	75635131	2/15/2000
GOODY GEAR	76474491	12/30/2003
MOVIES PLUS	73801428	11/20/1990
MOVIES PLUS SUPER VIDEO CENTER	73801429	12/18/1990
MUSIC PLUS	73803328	1/30/1990
MOVIES PLUS SUPER VIDEO CENTER	73801429	12/18/1990
MUSIC PLUS	73803328	1/30/1990
MUSICLAND	72327394	4/28/1970
REPLAY MUSICVAULT	76473081	11/18/2003
REQUEST	73802986	2/13/1990
TAPE WORLD	73791257	2/20/1990
TAPE WORLD	73791266	1/16/1990
THE WHEREHOUSE	73015101	10/2/1979
TREX	76359006	3/16/2004
F.Y.E. TUNES	77868395	11/9/2009

¡TU MUSICA!	2220453	1/26/1999
TU MUSICA! THE WHEREHOUSE	2264351	7/27/1999
BACKSTAGE CASH	3136149	8/29/2006
CAMELOT REPEAT PERFORMER	1871733	1/3/1995
CD WORLD	2789055	12/2/2003
CHANNEL 1000	2007540	10/15/1996
COCONUTS	1263284	1/3/1984
COCONUTS MUSIC MOVIES	2758439	9/2/2003
COCONUTS MUSIC MOVIES	2755735	8/26/2003
COCONUTS.COM	3001564	9/27/2005
EXCELSIOR	1156232	6/2/1981
F.Y.E.	1880186	2/21/1995
F.Y.E.	3109282	6/27/2009
F.Y.E. BACKSTAGE CASH	3145820	9/19/2006
F.Y.E. BACKSTAGE PASS	3188052	12/19/2006

F.Y.E. BACKSTAGE PASS VIP	3685668	9/22/2009
F.Y.E. DOWNLOAD ZONE	3171179	11/14/2006
F.Y.E. DOWNLOAD ZONE	3229256	4/17/2007
F.Y.E. FOR YOUR ENTERTAINMENT	2752524	8/19/2003
F.Y.E. FOR YOUR ENTERTAINMENT MUSIC MOVIES GAMES MORE	3005988	10/11/2006
FYE FOR YOUR ENTERTAINMENT MUSIC MOVIES GAMES MORE	2755734	8/26/2003
FYE FOR YOUR ENTERTAINMENT	1870180	12/27/1994
FOR YOUR ENTERTAINMENT	3053923	1/31/2006
FYE	2586555	6/25/2002
FYE	2660535	12/10/2002
FYE	2592880	7/9/2002
FYE.COM	2642858	10/29/2002
GOODY GOT IT	1799857	10/19/1993
GRAZE	3254220	6/19/2007
KID'S MATINEE	1839757	6/14/1994

LOCALEY EZ	2779236	11/4/2003
LVS	2884270	9/14/2004
MEDIA PLAY	1889483	4/11/1995
MEDIA SOURCE	2023160	12/17/1996
MEDIAPLAY.COM	2936489	3/29/2005
MUSIC FYE MOVIES	2565292	4/30/2002
NEVER STOP PLAYING	2560411	4/9/2002
ON CUE	1716936	9/15/1992
PLANET MUSIC	1872958	1/10/1995
RECORD TOWN	1451459	8/4/1997
SAM GOODY	1661247	10/15/1991
SAM GOODY'S MUSICLAND	1661268	10/15/1991
SAMGOODY.COM	2543286	2/26/2002
SATURDAY MATINEE	3749751	2/16/2010
SATURDAY MATINEE	1600036	6/5/1990

SATURDAY MATINEE THE MOVIE STORE	2203546	11/17/1998
SECOND SPIN	3258581	7/3/2007
SECONDSPIN.COM	3192557	1/2/2007
SHOWBIDZ	2987577	8/23/2005
SPECS MUSIC	1983911	7/2/1996
STRAWBERRIES	1675448	2/11/1992
STREETSIDE RECORDS	2992429	9/6/2005
SUNCOAST MOTION PICTURE COMPANY	1621693	11/6/1990
SUNCOAST.COM	2565609	4/30/2002
THE WALL	2506778	11/13/2001
THE WHEREHOUSE	2121182	12/16/1997
THE WHEREHOUSE	2052666	4/15/1997
THE WHEREHOUSE MUSIC, MOVIES & MORE	1712399	9/1/1992
TRANS WORLD ENTERTAINMENT	2112677	11/11/1997
TU MUSICA	2543872	3/5/2002

WHEREHOUSE	2502374	10/30/2001
WHEREHOUSE MUSIC	2448231	5/1/2001
WHEREHOUSE MUSIC	2611271	8/27/2002
WHEREHOUSE MUSIC MOVIES	3004300	10/4/2005
WHEREHOUSE.COM	3343153	11/27/2007
WHEREHOUSEMUSIC	2572655	5/28/2002

Foreign Trademarks

Description	Registration	Country
Channel 1000	TMA253,371	Canada
Excelsior	TMA246,862	Canada
FYE.com (Canada)	TMA592,342	Canada
Sam Goody & Design	TMA243,280	Canada
Excelsior	434,928	EU
Musicland	2,248,094	EU
FYE.com (Europe)	002649432	Europe
Excelsior	2,002,286	Great Britain
Musicland	172,532	Hungry
Musicland	61282001 MI	Italy
Excelsior	4,266,636	Japan
Media Play	3,199,511	Japan
¡TU MUSICA! The Warehouse (& Design)	585,906	Mexico
Tu Musica	607,323	Mexico
Warehouse	477,779	Mexico
Warehouse Music	696,658	Mexico