

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																																	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																																	
<b>CONVEYING PARTY DATA</b>																																		
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**TRADEMARK**  
**REEL: 004665 FRAME: 0483**

CH \$1115.00 1798262

Registration Number:	2456663	HOLLYWOOD GAMES
Registration Number:	2978209	HOLLYWOOD VIDEO
Registration Number:	2511500	HOLLYWOOD GAMES
Registration Number:	3028271	G C
Registration Number:	3131955	MOVIE VALUE PASS MVP
Registration Number:	3131954	MVP
Registration Number:	3216456	HOLLYWOOD MOVIE OUTLET
Registration Number:	3223944	GAME VAULT
Registration Number:	3280484	MVP
Registration Number:	3294712	GAME CRAZY
Registration Number:	1814123	HOLLYWOOD VIDEO SUPERSTORE
Registration Number:	1848749	HOLLYWOOD VIDEO
Registration Number:	1935822	HOLLYWOOD ENTERTAINMENT
Registration Number:	3399430	MOVIE VALUE PASS MVP
Registration Number:	3044067	QUIET TIME GUARANTEED
Registration Number:	2714013	SUN AND SOUL
Registration Number:	2741706	SUN AND SOUL
Registration Number:	2687083	SUN AND SOUL
Registration Number:	1927616	GAME ZONE
Registration Number:	2922155	GAME ZONE
Registration Number:	1654006	VIDEO UPDATE
Registration Number:	1663728	VIDEO UPDATE
Registration Number:	1654603	VIDEO UPDATE
Registration Number:	1665301	THE VIDEO CONNECTION
Registration Number:	1665300	VIDEO CONNECTION
Registration Number:	1683279	VIDEO CONNECTION
Registration Number:	1893385	THE PLAYERS EDGE
Registration Number:	2555865	NC-55 NO CHILDREN UNDER 55
Registration Number:	2558734	SILVER SCREEN CLUB
Registration Number:	3039640	PLAY ON PROMISE
Registration Number:	2944625	GAMEAPALOOZA
Registration Number:	3081356	PLAY.NOW.GUARANTEED.
Registration Number:	3064694	PLAY ON
Registration Number:	3296004	GUARANTEED PRE-PLAYED

Fax Number: (212)479-6275

Phone: 2124796467

Email: trademarks@cooley.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Janet L. Cullum, Cooley LLP

Address Line 1: 777 6th Street, NW

Address Line 2: Suite 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:

314132-20000

NAME OF SUBMITTER:

Janet Cullum

Signature:

/JanetCullum/

Date:

11/23/2011

Total Attachments: 7

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**ASSET PURCHASE AGREEMENT**

by and among

**MOVIE GALLERY, INC.**

and

**MOVIE GALLERY US, LLC**

and

**HOLLYWOOD ENTERTAINMENT CORPORATION, as Seller**

and

**MGIP, LLC, as Buyer**

Dated as of November 16, 2010

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**EXHIBIT 3.2(a)**

## Assignment Agreement

**INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT**

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the \_\_\_\_ day of November, 2010, is made and entered into by and between Movie Gallery, Inc., a Delaware corporation, Movie Gallery US, LLC, a Delaware limited liability company, and Hollywood Entertainment Corporation, a Virginia corporation, each having offices at 9275 SW Peyton Lane, Wilsonville, Oregon 97070, on the one hand, (collectively "Assignor"), and MGIP, LLC, a limited liability company to be formed in New Jersey, on the other hand ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of each of the trademarks (including those which may be entitled to be registered in additional territories), trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto (the "Trademarks"), in addition to the Intellectual Property (as that term is defined in the Purchase Agreement);

WHEREAS, Assignor is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule B hereto and the domain name registrations therefor (the "Domain Names");

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby assigns to Assignee:

- (a) all of Assignor's right, title and interest in, and good will associated with, the Intellectual Property and the Domain Names, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof ("Transferred Rights"); and
- (b) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom;

- (c) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights arising from and after the date of this Assignment; and
- (d) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Intellectual Property and the Domain Names, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

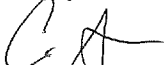
4. Counterparts. This Assignment may be executed by facsimile in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

*[Signatures on the following page.]*

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.


ASSIGNOR:

Movie Gallery, Inc.

By:   
Name: Steve Moore  
Title: CEO

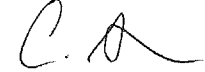
ASSIGNOR:

Movie Gallery US, LLC

By:   
Name: Steve Moore  
Title: CEO

ASSIGNOR:

Hollywood Entertainment Corporation

By:   
Name: Steve Moore  
Title: CEO

ASSIGNEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

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Movie Gallery, Inc.

By: \_\_\_\_\_  
Name:  
Title:

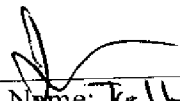
ASSIGNOR:  
Movie Gallery US, LLC

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNOR:  
Hollywood Entertainment Corporation

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:






By:  \_\_\_\_\_  
Name: Joe Hough  
Title: Pres. & CEO



SCHEDULE A - TRADEMARKS and COPYRIGHTSRegistered United States Federal Trademark Registrations

<b>REGISTERED US TRADEMARKS</b>	<b>Owner</b>	<b>COUNTRY</b>	<b>REG. #</b>	<b>REG. DATE</b>
Movie Gallery	MGUS	USA	1,798,262	10/12/1993
Movie Gallery & Design	MGUS	USA	2,518,769	12/11/2001
██████████	██████	████	██████	██████
GAME CRAZY	HEC	USA	2178864	8/4/1998
HOLLYWOOD ENTERTAINMENT	HEC	USA	2191673	9/29/1998
HOLLYWOOD VIDEO	HEC	USA	2191674	9/29/1998
REEL.COM	HEC	USA	2719664	5/27/2003
██████████	████	████	██████	██████
GIVE THE GIFT OF HOLLYWOOD VIDEO	HEC	USA	2511988	11/27/2001
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WE UNDERSTAND.	HEC	USA	3041166	1/10/2006
GAME CAGE	HEC	USA	2916984	1/11/2005
WE ARE HOLLYWOOD. WE ARE ENTERTAINMENT.	HEC	USA	2944768	4/26/2005
HOLLYWOOD GAMES	HEC	USA	2456663	6/5/2001
HOLLYWOOD VIDEO	HEC	USA	2978209	7/26/2005
HOLLYWOOD GAMES	HEC	USA	2511500	11/27/2001
GC	HEC	USA	3028271	12/13/2005
MOVIE VALUE PASS MVP	HEC	USA	3131955	8/22/2006
MVP	HEC	USA	3131954	8/22/2006

## EXECUTION COPY

HOLLYWOOD MOVIE OUTLET	HEC	USA	3216456	3/6/2007
GAME VAULT	HEC	USA	3223944	4/3/2007
MVP	HEC	USA	3280484	8/14/2007
GAME CRAZY	HEC	USA	3294712	9/18/2007
HOLLYWOOD VIDEO SUPERSTORE	HEC	USA	1814123	12/28/1993
HOLLYWOOD VIDEO	HEC	USA	1848749	8/9/1994
HOLLYWOOD ENTERTAINMENT	HEC	USA	1935822	11/14/1995
MOVIE VALUE PASS MVP	HEC	USA	3399430	3/18/2008
				
Quiet Time Guaranteed	MGUS	USA	3,044,067	1/17/2006
Sun and Soul	MGUS	USA	2,714,013	5/6/2003
Sun and Soul	MGUS	USA	2,741,706	7/29/2003
Sun and Soul & Design	MGUS	USA	2,687,083	2/11/2003
GameZone	MGUS	USA	1,927,616	10/17/1995
GameZone & Design	MGUS	USA	2,922,155	2/1/2005
Video Update & Design	MGUS	USA	1,654,006	8/13/1991
Video Update & Design	MGUS	USA	1,663,728	11/5/1991
Video Update & Design	MGUS	USA	1,654,603	8/20/1991
Video Connection	MGUS	USA	1,665,301	11/19/1991
Video Connection & Design	MGUS	USA	1,665,300	11/19/1991
Video Connection& Design	MGUS	USA	1,683,279	4/14/1992
The Players Edge & Design	MGUS	USA	1,893,385	5/9/1995
NC-55-No Children Under 55	MGUS	USA	2,555,865	4/2/2002
Silver Screen Club	MGUS	USA	2,558,734	4/9/2002
Play On Promise	MGUS	USA	3039640	1/10/2006
Gameapalooza	MGUS	USA	2944625	4/26/2005
Play.Now.Guaranteed	MGUS	USA	3081356	4/12/2006
Play On	MGUS	USA	3064694	3/7/2006
Guaranteed Pre-Played & Design	MGUS	USA	3296004	9/25/2007