

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362582

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Administrative and Collateral Agent		11/13/2015	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	MEDIA LOGIC USA, LLC
Street Address:	38 CORPORATE CIRCLE
City:	ALBANY
State/Country:	NEW YORK
Postal Code:	12203
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3063127	MEDIA LOGIC
Registration Number:	2023241	MEDIA LOGIC
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

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704750

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Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

OP \$215.00 3063127

ATTORNEY DOCKET NUMBER:	F159527
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	11/17/2015
Total Attachments: 4 source=Partial Release of Trademarks#page1.tif source=Partial Release of Trademarks#page2.tif source=Partial Release of Trademarks#page3.tif source=Partial Release of Trademarks#page4.tif	

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

(Intellectual Property Security Agreement)

Date: November 13, 2015

WHEREAS, reference is made to that certain Intellectual Property Security Agreement dated as of April 15, 2010 by and among (i) Trans World Entertainment Corporation, Record Town, Inc. ("**Record Town**"), 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**"), and Media Logic USA, LLC ("**Media Logic**") (the Borrowers and Media Logic are hereinafter referred to as the "**Grantors**"), and (ii) Bank of America, N.A., as Administrative Agent and Collateral Agent (in such capacity, the "**Existing Agent**"), which was recorded with the United States Patent and Trademark Office on May 10, 2010, at Reel 4202, Frame 0495 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Agreement**");

WHEREAS, the Existing Agent resigned as Administrative Agent and Collateral Agent and Wells Fargo Bank, National Association was appointed successor Administrative Agent and Collateral Agent (in such capacities, the "**Agent**");

WHEREAS, pursuant to that certain Assignment of Grant of Security Interest in United States Intellectual Property dated on or about May 4, 2012 (the "**Assignment**"), the Existing Agent transferred, conveyed, assigned and delivered all of its right, title and interest in the Agreement to the Agent, together with any lien and security interest which was granted to the Existing Agent pursuant to the Agreement in the trademarks, service marks, applications for trademarks or service marks owned by the Grantors, including those in Schedule A attached thereto (as further defined in the Agreement, the "**Trademarks**"); the Assignment was recorded with the United States Patent and Trademark Office on May 17, 2012, at Reel 4782, Frame 0171;

WHEREAS, Media Logic is a wholly-owned subsidiary of Record Town;

WHEREAS, Record Town, as the seller, has entered into that certain Membership Interest Purchase Agreement dated as of even date (the "**Purchase Agreement**") with Media Logic Ventures, Inc., as the Buyer (the "**Buyer**"), pursuant to which, *inter alia*, Record Town has agreed to sell to the Buyer all of the issued and outstanding equity interests it holds in Media Logic;

AND WHEREAS, in connection with the Purchase Agreement, Record Town has requested that the Agent release and reassign to Media Logic its interest in the Trademarks identified in Schedule A attached hereto (the "**Specified Trademarks**");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent does hereby release any and all liens and security interests it may have in and to the Specified Trademarks specifically identified in Schedule A attached hereto.

The Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record the present Partial Release of Security Interest in Trademarks.

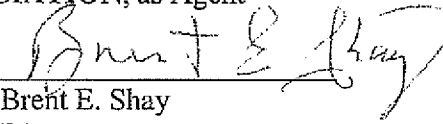
Except for the release of the Specified Trademarks specifically identified in Schedule A attached hereto, all terms and provisions of the Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted in any Trademarks other than the Specified Trademarks (whether pursuant to the Agreement or otherwise) shall remain unchanged and in full force and effect and shall continue to secure the payment and performance of all of the Secured Obligations (as defined in the Agreement).**

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned has executed and delivered this Partial Release of Security Interest in Trademarks as of the date above first written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**

By: 

Name: Brent E. Shay

Title: Director

[Signature Page to Partial Release of Security Interest in Trademarks]

**TRADEMARK
REEL: 005669 FRAME: 0517**

SCHEDULE A

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