

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM571351

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Record Town, Inc.		02/20/2020	Corporation: NEW YORK
Record Town USA LLC		02/20/2020	Limited Liability Company: DELAWARE
Record Town Utah LLC		02/20/2020	Limited Liability Company: UTAH
Trans World FL LLC		02/20/2020	Limited Liability Company: FLORIDA
Trans World New York, LLC		02/20/2020	Limited Liability Company: NEW YORK
Trans World Entertainment Corporation		02/20/2020	Corporation: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Sunrise Records
<b>Street Address:</b>	1430 Cormorant Road
<b>City:</b>	Ancaster, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L9G 4V5
<b>Entity Type:</b>	Corporation: CANADA

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
<b>Registration Number:</b>	1880186	F.Y.E.
<b>Registration Number:</b>	2586555	FYE
<b>Registration Number:</b>	3109282	F.Y.E.
<b>Registration Number:</b>	2660535	FYE
<b>Registration Number:</b>	2752524	F.Y.E. FOR YOUR ENTERTAINMENT
<b>Registration Number:</b>	2755734	FYE FOR YOUR ENTERTAINMENT MUSIC MOVIES
<b>Registration Number:</b>	3685668	F.Y.E. BACKSTAGE PASS VIP
<b>Registration Number:</b>	3810532	F.Y.E. TUNES
<b>Registration Number:</b>	3188052	F.Y.E. BACKSTAGE PASS
<b>Registration Number:</b>	4550793	FYE.COM
<b>Registration Number:</b>	5565170	FYE DLUX

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 4152687522*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:** (415) 268-6538**Email:** achung@mofo.com**Correspondent Name:** Jennifer Lee Taylor, Morrison & Foerster**Address Line 1:** 425 Market Street**Address Line 4:** San Francisco, CALIFORNIA 94105**ATTORNEY DOCKET NUMBER:** 019994-1**NAME OF SUBMITTER:** Jennifer Lee Taylor**SIGNATURE:** /Jennifer Lee Taylor/**DATE SIGNED:** 04/09/2020**Total Attachments: 15**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of February 20, 2020, is made by Record Town, Inc., a New York corporation, Record Town USA LLC, a Delaware limited liability company, Record Town Utah LLC, a Utah limited liability company, Trans World FL LLC, a Florida limited liability company, Trans World New York, LLC, a New York limited liability company, Trans World Entertainment Corporation, a New York corporation (collectively, the “**Seller**”), located at 38 Corporate Circle, Albany, New York 12203, in favor of 2428392 Inc. (“**Buyer**”), a Delaware corporation, located at 1430 Cormorant Road, Ancaster, Ontario L9G 4V5, the purchaser of certain assets of Seller pursuant to an ASSET PURCHASE AGREEMENT by and between Buyer, Seller, and solely with respect to Sections 6.3, 6.13, 6.14, and 10.13 of the Purchase Agreement, Trans World Entertainment Corporation, a New York corporation, and solely with respect to Section 10.14, 2428391 Ontario Inc. o/a Sunrise Records, an Ontario corporation (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and the Canadian Intellectual Property Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in, to, and under the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, and applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) the assigned domain names set forth on Schedule 4 hereto, including the current registration thereof with the domain name registry identified by the Seller (such person the “**Seller’s Registrar**”) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (the “**Domain Names**”);

(e) any trademark rights in any jurisdiction Seller may have in the domain name or trademark incorporating the Assigned Domain Names or any second level domain (the “**Marks**”), including any goodwill associated therewith;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Transfer of Domain Name. Within one (1) business day following full execution of this IP Assignment, Seller shall execute all documents, papers, forms, and authorizations, and take such other actions as are reasonably necessary and requested by Buyer to effectuate the transfer of ownership and control of the Assigned Domain Names to Buyer, and cause the Assigned Domain Names to be registered/enable Buyer to register the Assigned Domain Names in the name of Buyer with the domain name registry identified by the Buyer such person the “**Buyer’s Registrar**”). The Assigned Domain Names will be deemed transferred (“**Transfer**”) when:

(i) Buyer’s Registrar has confirmed the transfer in accordance with its procedures therefor;

(ii) the applicable WHOIS database identifies Buyer as the registrant of the Assigned Domain Names; and

(iii) the Buyer has administrative and technical access to the Assigned Domain Names, and sole control over where the Assigned Domain Names point.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the Registrar in the Canadian Intellectual Property Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, at Buyer’s and its successors’ and assigns’ sole cost and expense, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

4. Terms of the Asset Purchase Agreement. This IP Assignment is executed and delivered pursuant to the Asset Purchase Agreement. Nothing in this IP Assignment shall alter any liability or obligations arising under the Asset Purchase Agreement, which shall (without limiting the generality of the foregoing) govern, and shall contain the sole and exclusive representations, warranties and obligations of the parties with respect to the Assigned IP. In the event of a conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this IP Assignment, nothing herein is intended to be a representation or

warranty, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Asset Purchase Agreement.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Record Town, Inc.  
Trans World New York, LLC  
Record Town USA LLC  
Record Town Utah LLC  
Trans World FL LLC

By:   
Name: Michael Feurer  
Title: Chief Executive Officer

Address for Notices:  
c/o Trans World Entertainment Corporation  
38 Corporate Circle  
Albany, New York 12203

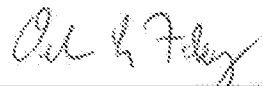
with a copy to:  
Cahill Gordon & Reindel LLP  
80 Pine Street  
New York, New York 10005-1702  
Attn: Kimberly C. Petillo-Décosard

ACKNOWLEDGMENT

STATE OF NEW YORK )  
 )SS.  
COUNTY OF ALBANY )

On the 13<sup>th</sup> day of February, 2020, before me personally appeared Michael Feurer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Seller, and acknowledged the instrument to be the free act and deed of Seller for the uses and purposes mentioned in the instrument.


My Commission Expires: 10/22/22

  
Notary Public  
Printed Name:

DEBRA L FOLEY  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01FO6382361  
Qualified in Schenectady County  
My Commission Expires 10/22/22

AGREED TO AND ACCEPTED:

**Trans World Entertainment Corporation**

By:   
Name: Michael Feurer  
Title: Chief Executive Officer

Address for Notices:  
c/o Trans World Entertainment Corporation  
38 Corporate Circle  
Albany, New York 12203

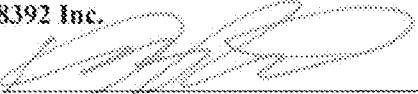
with a copy to:  
Cahill Gordon & Reindel LLP  
80 Pine Street  
New York, New York 10005-1702  
Attn: Kimberly C. Petillo-Décossard

*[Signature Page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 006912 FRAME: 0598**

AGREED TO AND ACCEPTED:

2428392 Inc.

By: 

Name: Douglas Putman  
Title: President

Address for Notices:  
c/o Sunrise Records  
1430 Cormorant Road  
Ancaster, Ontario L9G 4V5

with a copy to:  
Aird & Berlis LLP  
Brookfield Place, 181 Bay Street, Suite 1800  
Toronto, Ontario, Canada M5J 1Z9  
Attn: Tony Gioia

*[Signature Page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 006912 FRAME: 0599**



**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Owner</b>
User-personalized Media Sampling, Recommendation and Purchasing System Using Real-time Inventory Database	US	9,679,320	6/13/2017	Trans World New York LLC
User-personalized Media Sampling, Recommendation and Purchasing System Using Real-time Inventory Database	US	8,768,791	7/1/2014	Trans World New York LLC
Systems and Methods for the Selection and Purchase of Digital Assets	US	8,484,087	7/9/2013	Trans World Entertainment Corp.
Systems and Methods for Acquiring Media Assets	US	8,292,179	10/23/2012	Trans World New York LLC
Digital Content Distribution Systems and Methods	US	7,676,436	3/9/2010	Trans World New York LLC
Systems and Methods for the Selection and Purchase of Digital Assets	US	7,653,574	1/26/2010	Trans World Entertainment Corp.
Listening and viewing station	US	D553,107	10/16/2007	Trans World New York LLC
Listening and viewing station	US	D552,568	10/09/2007	Trans World New York LLC

**Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>	<b>Owner</b>
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User-personalized media sampling, recommendation and purchasing system using real-time inventory database	US	15/618,785	6/9/2017	Trans World New York LLC
Systems and Methods for the Selection and Purchase of Digital Assets	US	8,949,145	2/3/2015	Trans World Entertainment Corporation
Digital content distribution systems and methods	Canada	2599000	2/23/2006	Trans World New York LLC
User-personalized media sampling, recommendation and purchasing system using real-time inventory database	Canada	2457198	8/14/2002	Trans World New York LLC
Systems and methods for the selection and purchase of digital assets	Canada	2552381	12/30/2004	Trans World New York LLC

**SCHEDULE 2****ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS****Trademark Registrations**

<b>Registrant</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Trans World New York, LLC	F.Y.E. BACKSTAGE PASS VIP	EU	008236598	4/22/2009
Trans World Entertainment Corporation	EXCELSIOR	Canada	TMA246826	10/9/1997
Trans World New York, LLC	!TU MUSICA; THE WHEREHOUSE (AND DESIGN)	Mexico	585906	8/28/1998
Trans World New York, LLC	RECORD TOWN	US	1451459	8/4/1987
Trans World New York, LLC	SUNCOAST MOTION PICTURE COMPANY	US	1621693	11/6/1990
Trans World New York, LLC	SATURDAY MATINEE	US	1600036	6/5/1990
Trans World New York, LLC	SAM GOODY	US	1661247	10/15/1991
Trans World New York, LLC	F.Y.E.	US	1880186	2/21/1995
Trans World New York, LLC	TRANS WORLD ENTERTAINMENT	US	2112677	11/11/1997
Trans World New York, LLC	SPECS MUSIC	US	1983911	7/2/1996
Trans World New York, LLC	THE WHEREHOUSE	US	2121182	12/16/1997
Trans World New York, LLC	WHEREHOUSE	US	2502374	10/30/2001
Trans World New York, LLC	WHEREHOUSE MUSIC	US	2448231	5/1/2001

Trans World New York, LLC	SATURDAY MATINEE THE MOVIE STORE	US	2203546	11/17/1998
Trans World New York, LLC	FYE	US	2586555	6/25/2002
Trans World New York, LLC	MUSIC FYE MOVIES	US	2565292	4/30/2002
Trans World New York, LLC	COCONUTS MUSIC MOVIES	US	2758439	9/2/2003
Trans World New York, LLC	LOCALEYEZ	US	2779236	11/4/2003
Trans World New York, LLC	F.Y.E. FOR YOUR ENTERTAINMENT	US	2752524	8/19/2003
Trans World New York, LLC	FYE FOR YOUR ENTERTAINMENT MUSIC MOVIES GAMES MORE	US	2755734	8/26/2003
Trans World New York, LLC	WHEREHOUSE.COM	US	3343153	11/27/2007
Trans World New York, LLC	F.Y.E. BACKSTAGE PASS VIP	US	3685668	9/22/2009
Trans World New York, LLC	SATURDAY MATINEE	US	3749751	2/16/2010
Trans World New York, LLC	F.Y.E. TUNES	US	3810532	6/29/2010
Trans World New York, LLC	FOR YOUR ENTERTAINMENT	US	3053923	1/31/2006
Trans World New York, LLC	F.Y.E. BACKSTAGE PASS	US	3188052	12/19/2006
Trans World New York, LLC	F.Y.E.	US	3109282	6/27/2006
Trans World New York, LLC	SECONDSPIN.COM	US	3192557	1/2/2007
Trans World New York, LLC	SECONDSPIN	US	3258581	7/3/2007

Trans World New York, LLC	COCONUTS	US	4442855	12/3/2013
Trans World New York, LLC	PLAY IT. TRADE IT. REPEAT.	US	4510336	4/8/2014
Trans World New York, LLC	FYE.COM	US	4550793	6/17/2014
Trans World New York, LLC	GET YOUR GEEK ON	US	4505496	4/1/2014
Media Logic USA, LLC	MEDIA LOGIC	US	4844747	11/3/2015
Trans World New York, LLC	POPLIVE	US	5223988	6/13/2017
Trans World New York, LLC	VINYL LISTEN IN COLOR	US	5145563	2/21/2017
Trans World New York, LLC	FOOD FIGHT	US	5569254	9/25/2018
Trans World New York, LLC	FYE DLUX	US	5565170	9/18/2018
Trans World New York, LLC	WHEREHOUSE MUSIC	Canada	TMA628175	10/10/2004
Media Logic USA, LLC	MEDIA LOGIC	US	2023241	12/17/1996
Trans World New York, LLC	FYE	US	2660535	12/10/2002
Trans World New York, LLC	NEVER STOP PLAYING	US	2560411	04/09/2002

**Trademark Applications**

None.

**SCHEDULE 3****ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS****Copyright Registrations**

<b>Owner</b>	<b>Title</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Trans World New York, LLC	Rhythm & blues & 10 other titles	US	V3505D789	1/13/2004
Trans World New York, LLC	Rhythm & blues & 441 other titles	US	V3598D137	5/14/2010
Trans World New York, LLC	Rhythm & blues & 455 other titles	US	V9942D464	1/23/2017
Trans World Entertainment Corporation	Mirage band play the best of the Eagles: instrumental covers & 441 other titles (part 1 of 3)	US	V3540D613	7/12/2006
Trans World Entertainment Corporation	Mirage band play the best of the Eagles: instrumental covers & 441 other titles (part 2 of 3)	US	V3540D614	7/12/2006
Trans World Entertainment Corporation	Mirage band play the best of the Eagles: instrumental covers & 441 other titles (part 3 of 3)	US	V3540D615	7/12/2006
Trans World Entertainment Corporation	Rhythm & blues & 10 other titles	US	V3505D789	1/13/2004
Trans World Entertainment Corporation	Rhythm & blues & 13 other titles	US	V3502D724	10/15/2003
Trans World Entertainment Corporation	Rhythm & blues & 441 other titles	US	V3598D137	5/14/2010

**Copyright Applications**

None.

## SCHEDULE 4

### ASSIGNED DOMAIN NAMES AND BUYER'S REGISTRAR

Registrar	Domain Name	Full URL
Network Solutions, LLC	coconuts.com	http://www.coconuts.com
Network Solutions, LLC	f-y-e.com	http://www.f-y-e.com
Network Solutions, LLC	foryourentertainment.com	http://www.foryourentertainment.com
Network Solutions, LLC	fye.com	http://www.fye.com
Network Solutions, LLC	fyetunes.com	http://www.fyetunes.com
Network Solutions, LLC	mediaplay.com	http://www.mediaplay.com
Network Solutions, LLC	myfye.com	http://www.myfye.com
Network Solutions, LLC	recordandtapetraders.com	http://www.recordandtapetraders.com
Network Solutions, LLC	samgoody.com	http://www.samgoody.com
Network Solutions, LLC	secondspin.com	http://www.secondspin.com
Network Solutions, LLC	spinstreet.com	http://www.spinstreet.com
Network Solutions, LLC	suncoast.com	http://www.suncoast.com
TWE.Digital <sup>1</sup>	twec.io	http://www.twec.io
TWE.Digital <sup>2</sup>	twecdev.com	http://www.twecdev.com
TWE.Digital <sup>3</sup>	twecdev.net	http://www.twecdev.net
TWE.Digital <sup>4</sup>	twecdwh.com	http://www.twecdwh.com
TWE.Digital <sup>5</sup>	twecdwh.net	http://www.twecdwh.net

<sup>1</sup> Registrar for these domain names is NameCheap, Inc.

<sup>2</sup> Registrar for these domain names is NameCheap, Inc.

<sup>3</sup> Registrar for these domain names is NameCheap, Inc.

<sup>4</sup> Registrar for these domain names is NameCheap, Inc.

<sup>5</sup> Registrar for these domain names is NameCheap, Inc.



TWE.Digital <sup>6</sup>	twecprd.com	http:www.twecprd.com
TWE.Digital <sup>7</sup>	twecprd.net	http:www.twecprd.net
TWE.Digital <sup>8</sup>	twedigital.com	http:www.twedigital.com
TWE.Digital <sup>9</sup>	twedigital.me	http:www.twedigital.me
TWE.Digital <sup>10</sup>	twedigital.net	http:www.twedigital.net

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<sup>6</sup> Registrar for these domain names is NameCheap, Inc.

<sup>7</sup> Registrar for these domain names is NameCheap, Inc.

<sup>8</sup> Registrar for these domain names is NameCheap, Inc.

<sup>9</sup> Registrar for these domain names is NameCheap, Inc.

<sup>10</sup> Registrar for these domain names is NameCheap, Inc.