

01-20-1999

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

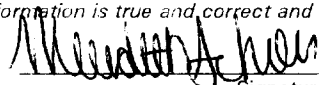
To the Honorable Commissioner of Patents

100945409

enclosed original documents or copy thereof.

<p>1. Name of conveying party(ies):          Movies, Inc.  <input type="checkbox"/> Individuals <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership - <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- Delaware <input type="checkbox"/> Other          Additional name(s) of conveying party(ies) attached? Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):          Name: Banque Paribas          Internal Address:          Street Address: 787 Seventh Avenue          City: New York State: NY ZIP: 10019  <input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation Banking  <input checked="" type="checkbox"/> Other          If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes <input type="checkbox"/> No          (Designations must be a separate document from Assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Change of Name  <input type="checkbox"/> Release          Execution Date: 3/5/98  <b>MAD 1.19.99</b></p>	<p>4. Application number(s) or registration number(s):          A. Trademark Application No.(s)          Trademark Registration No.(s)          2.101.649          Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:          Name: Meredith Schorr          Internal Address: 1155 Avenue of the Americas, Room 2732          Street Address:          City: New York State: NY ZIP: 10036          Client/matter 1104101-0114 -David Kisner</p>	<p>6. Total number of applications and registration involved: 13          7. Total fee (37 CFR 3.41): \$340.00 <b>E</b>  <input checked="" type="checkbox"/> Enclosed (enclosed with original submission);          Authorized to be charged to deposit account          8. Deposit account number:          Attach duplicate copy of this page if paying by deposit account</p>

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3. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
 Meredith Schorr  **1/19/99**  
 Name of Person Signing Signature Date  
 Total number of pages comprising cover sheet:

OME No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-100(C), Washington, D.C. 20231, and the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

01/19/1999 TROM11 00000134 2101649

01 FC:481 40.00 DP  
02 FC:482 300.00 DP

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
MOOVIES MOOLA	2,101,649	09/30/1997
MOVIE WAREHOUSE	2,081,213	07/22/1997
MOOVIES (Stylized)	2,059,303	05/06/1997
HOLY COW! MOOVIES		
WHATTA VIDEO STORE and Design	2,057,365	04/29/1997
MOOVIES (Stylized)	2,050,962	04/08/1997
CLUB COW-A-BUBBA	2,022,302	12/10/1996
VIDEO GAME TRADER	1,924,919	10/03/1995
MOOVIES and Design	1,847,033	07/26/1994
MOVIE STARS and Design	1,815,522	01/04/1994
FIRST ROW VIDEO	1,850,558	08/23/1994
MOVIE WAREHOUSE and design	1,540,924	05/23/1989
@ THE MOOVIES	2,138,561	02/24/1998
MOOVIES VIDEO STORE and design	2,127,236	01/06/1998

ASSIGNMENT OF SECURITY INTEREST IN  
UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Moovies, Inc., a Delaware corporation (the "Assignor") with principal offices at 201 Brookfield Parkway, Suite 200, Greenville, SC 29607, hereby assigns and grants to Banque Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT (this "Assignment") is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, dated as of March 6, 1998, among the Assignor, the other assignors from time to time party thereto and the Assignee (as amended, modified or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the

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**TRADEMARK  
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Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

\* \* \* \*

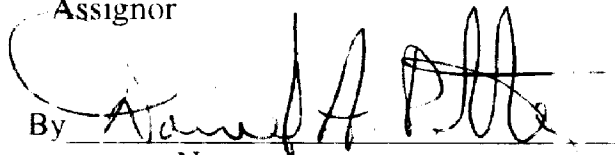
IN WITNESS WHEREOF, the undersigned have executed this Assignment

as of the 5 day of March 1998.

MOOVIES, INC., as

Assignor

By



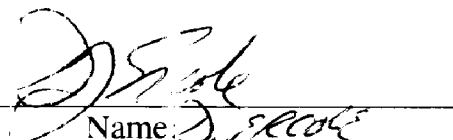
Name

Title:

BANQUE PARIBAS, as

Collateral Agent, Assignee

By



Name:

J. Seale

Title:

MDIRECTOR

By

Name

Title:

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

On this 5<sup>th</sup> day of March, 1998, before me personally came  
Daniel Paffer, who, being by me duly sworn, did state as follows: that he is  
President of Moovies, Inc., that he is authorized to execute the foregoing  
Assignment on behalf of said corporation and that he did so by authority of the Board of  
Directors of said corporation.

John C. Ostling III  
Notary Public

**JOHN C. OSTLING III**  
Notary Public, State of New York  
No. 01OS5069538  
Qualified in New York County  
Commission Expires Nov. 25, 1998

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**TRADEMARK**  
**REEL: 1841 FRAME: 0186**

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

On this 6<sup>th</sup> day of MARCH, 1998, before me personally came

DON J. SECOLE, who, being by me duly sworn did state as follows: that he is

MANAGING DIRECTOR of Banque Paribas, that he is authorized to execute the foregoing

Assignment on behalf of said corporation and that he did so by authority of the Board of

Directors of said corporation.



Notary Public

DAVID C. WHEELER  
Notary Public, State of New York  
No. 01WH5034555  
Qualified in New York County  
Commission Expires Oct. 17, 1998

SC HEDULE B

PATENT

PATENT NO.

ISSUE DATE

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**RECORDED: 01/19/1999**

**TRADEMARK  
REEL: 1841 FRAME: 0188**