

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312232

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hastings Properties, Inc.		05/31/2008	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hastings Entertainment, Inc.		
<b>Street Address:</b>	3601 Plains Blvd.		
<b>City:</b>	Amarillo		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	79102		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2876529	HASTINGS YOUR ENTERTAINMENT SUPERSTORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<i>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.</i>			
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Elizabeth A. Walker		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2010878-0003		
<b>NAME OF SUBMITTER:</b>	Elizabeth A. Walker		
<b>SIGNATURE:</b>	/Elizabeth A. Walker/		
<b>DATE SIGNED:</b>	07/29/2014		
<b>Total Attachments: 6</b>			
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OP \$40.00 2876529

TRADEMARK

## CONTRIBUTION AND ASSIGNMENT AGREEMENT

THIS CONTRIBUTION AND ASSIGNMENT AGREEMENT (this "Agreement") dated and made to be effective as of 11:59 p.m. on May 31, 2008, by and between HASTINGS PROPERTIES, INC., a Nevada corporation ("Assignor"), and HASTINGS ENTERTAINMENT, INC., a Texas corporation ("Assignee").

### BACKGROUND

1. Assignor is a subsidiary of Hastings Entertainment, Inc. and the owner of certain intellectual property, including trademarks and trade names, together with the goodwill symbolized thereby, as identified on Exhibit A.

2. As part of the restructuring of certain Hastings Entertainment, Inc. subsidiaries, Assignor will dissolve, effective as of 11:59 p.m. on May 31, 2008 (the "Dissolution") pursuant to a Plan of Dissolution and Complete Liquidation of Assignor (the "Plan"), transferring all assets and properties of every kind and nature not needed to satisfy Assignor's outstanding debts, obligations and liabilities (the "Assets"), to Assignee in accordance with Section 78.585 of the Nevada Revised Statutes, as amended ("NRS") including intellectual property.

3. The Dissolution of Assignor has been approved by Assignor's Board of Directors and by Assignee, as the sole stockholder of Assignor.

4. Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Assets and Assignee desires to accept such assignment, all on the terms and subject to the conditions set forth in this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assignment of the Assets. Assignor hereby absolutely, irrevocably and unconditionally transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in and to the Assets, including intellectual property, (the "Assignment"), and agrees to deliver all registrations, applications, instruments, and agreements and other evidences of ownership of the Assets. Assignee hereby accepts the Assignment and assumes all rights, liabilities and obligations in connection with the Assignment.

2. The Assignment shall be effective as of 11:59 p.m. on May 31, 2008 (the "Effective Time and Date").

3. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee as follows:

a. Assignor is duly formed and validly existing corporation incorporated under the laws of the State of Nevada.

b. Assignor has the full capacity, right and authority to enter into and perform its obligations under this Agreement.

c. The Assets are owned solely by Assignor and are not currently subject to any pledge, lien or encumbrance, other than in favor of Assignee's current lender.

4. Representations and Warranties of Assignee. Assignee hereby represents and warrants to Assignor that Assignee has the full capacity, right and authority to enter into and perform its obligations under this Agreement.

5. Governing Law - Assignment - Amendment. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada, without regard to conflict of law principles. This Agreement shall not be assigned by either party without the written consent of the other party and may be amended only by a written amendment signed by both parties hereto.

6. Additional Documents. Assignor agrees to execute any and all other documents and obtain any and all consents, releases and approvals which are, in the opinion of Assignee or its counsel, necessary to properly and completely effectuate the transfer of the Assets to Assignee.

7. Binding Effect. This Agreement shall bind and inure to the benefit of Assignor and Assignee and their respective representatives, successors and assigns.

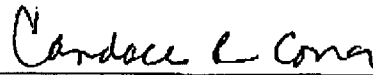
8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument, notwithstanding that all the parties are not signatories to the original or the same counterpart.

[signature page follows]

\* \* \*

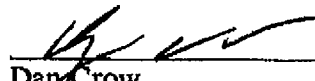
IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement as of the day and year first above mentioned.

**ASSIGNOR:**  
**HASTINGS PROPERTIES, INC.,**  
a Nevada corporation



\_\_\_\_\_  
Candace R. Corra  
Secretary

**ASSIGNEE:**  
**HASTINGS ENTERTAINMENT, INC.,**  
a Texas corporation

  
\_\_\_\_\_  
Dan Crow  
CFO

**EXHIBIT A  
TO  
ASSIGNMENT AGREEMENT  
BY AND BETWEEN  
HASTINGS PROPERTIES, INC.  
AND  
HASTINGS ENTERTAINMENT**

**SCHEDULE "A"**

<b>Trademark/Service Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Filing Date</b>
"Hastings Books Music Video"	73/768319	1,557,356	09/19/89	12/09/88
"Hastings Your Entertainment Superstore"	76/514881	2,876,529	08/24/04	05/16/03
"Hastings Discover Your Entertainment"	78/757238	3,162,389	10/24/06	11/18/05
"Hastings Discover Your Entertainment"	78/783804	3,162,724	10/24/06	01/03/06
"Hardback Café"	78/731723	3,145,258	09/19/06	10/12/05
"Hardback Café"	78/731801	3,139,124	09/05/06	10/12/05
"Hardback Café"	78/783833	3,139,210	09/05/06	01/03/06