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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



01-03-2001

01-16-2001

U.S. Patent & TMOft/TM Mail Ropt. Dt. #40



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01/12/2001 DNGUYEN 00000268 2123401

01 FC:481
02 FC:482

40.00 OP
375.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002212 FRAME: 0146

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2123401"/>	<input type="text" value="2123398"/>	<input type="text" value="1924228"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2123400"/>	<input type="text" value="2123397"/>	<input type="text" value="1924227"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2123399"/>	<input type="text" value="1927196"/>	<input type="text" value="1922618"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Kathy Silberthau Strom

Kathy Silberthau Strom
Signature

1-2-01

Date Signed

Name of Person Signing

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

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City

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Individual General Partnership Limited Partnership

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Mark if additional numbers attached

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Registration Number(s)

1891497	<input type="text"/>	<input type="text"/>
1891484	<input type="text"/>	<input type="text"/>
1887609	<input type="text"/>	<input type="text"/>
1874408	<input type="text"/>	<input type="text"/>
1527503	<input type="text"/>	<input type="text"/>
1421531	<input type="text"/>	<input type="text"/>
0939144	<input type="text"/>	<input type="text"/>

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made and entered into as of the close of business on October 31, 1999 by and between Record Town Michigan, Inc., a Delaware corporation ("Michigan") and Trans World New York, LLC, a New York limited liability company ("TWNY").

WHEREAS, all of the membership interests of TWNY are wholly owned by Michigan; and

WHEREAS, prior to entering into this Agreement, Michigan's sole shareholder, Record Town, Inc. ("Record Town"), came into possession of the rights to all of the assets of Camelot Music, Inc., a Pennsylvania corporation ("Camelot"), Camelot Midwest Region, Inc., a Delaware corporation ("Midwest"), Camelot Northeast Region, Inc., a Delaware corporation ("Northeast"), Camelot Southeast Region, Inc., a Delaware corporation ("Southeast"), and Camelot Western Region, Inc., a Delaware corporation ("Western"), (Midwest, Northeast, Southeast and Western sometimes referred to collectively herein as the "Camelot Subsidiaries" and individually herein as a "Camelot Subsidiary"); and

WHEREAS, Record Town transferred a portion of those assets to Michigan, including certain assets defined herein as the "Camelot Marks"; and

WHEREAS, Michigan now wishes to assign the Camelot Marks to TWNY, upon the terms and conditions set forth herein; and

WHEREAS, TWNY agrees to accept the Camelot Marks and assume any associated liabilities, upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, it is agreed:

1. **Assignment.** Michigan hereby assigns, transfers and conveys to TWNY all of Michigan's right, title and interest in and to the Camelot Marks, as that term is defined in section 2 hereof.
2. **The Camelot Marks.** The "Camelot Marks" as that term is used herein shall mean all trade marks, service marks and other intellectual property, and any and all registrations thereof, together with the associated goodwill, and all rights, licenses and royalties thereto, formerly belonging to Camelot, and to the Camelot Subsidiaries, or any subsidiaries or predecessors in interest thereof, which Camelot Marks are listed on the attached Schedule A hereof.
3. **Acceptance and Assumption.** TWNY hereby accepts the Camelot Marks and any rights attendant thereto and assumes all liabilities and obligations in connection therewith and agrees to perform all of the terms, conditions and covenants thereunder.
4. **Registration.** The parties agree to cooperate in promptly registering the Camelot Marks in the name of TWNY. In the interim, TWNY may exercise all rights of sole ownership

in the Camelot Marks, and Michigan shall cooperate in carrying out TWNY's wishes with respect thereto.

5. Consent by Record Town. Record Town hereby consents to the this assignment to TWNY, and shall execute this Agreement to indicate such consent.

6. Amendment. This Agreement may be amended by an instrument in writing signed on behalf of each of the parties hereto.

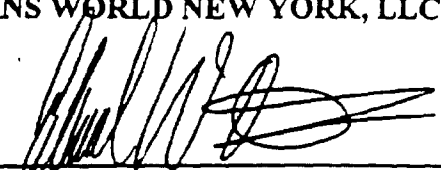
7. Entire Agreement. This Agreement constitutes the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

8. Governing Law. This Agreement and the legal relations between the parties hereto will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the choice of law principles thereof.


9. Assignment. This Agreement and any of the rights, interests or obligations hereunder may only be assigned in writing and upon written consent of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers duly authorized all as of the date first written above.


TRANS WORLD NEW YORK, LLC

By: 
Edward W. O'Brien
Assistant Treasurer

RECORD TOWN MICHIGAN, INC.

By: 
Edward W. O'Brien
Assistant Treasurer

CONSENTED TO BY:
RECORD TOWN, INC.

By: 
John J. Sullivan
Senior Vice President-Finance,
Chief Financial Officer and Treasurer

Mac-d1/twec-michigan twny llc assignment

Schedule A

"Camelot Marks"

Camelot Music

<u>Description</u>	<u>Registration No.</u>	<u>Date Issued</u>
Camelot Music No One Knows Music Better (with design)	2169389	6/30/98
No One Knows Music Better (with design)	2163869	6/9/98
Repeat Performer	2077001	7/8/97
Camelot Repeat Performer	1871733	1/3/95 (filings 2000-01)

The Wall Music

The Wall Lifetime Music Guarantee Hear it First. Hear it Forever. (with ear design).	2123401	12/23/97
Hear it First. Hear it Forever.	2123400	12/23/97
The Wall Lifetime Music Guarantee	2123399	12/23/97
BuzzClub	2123398	12/23/97
The Wall (with box type design)	2123397	12/23/97
The Wall. Lifetime Music. Guaranteed. (with simple box design)	1927196	10/17/95 (filings 2000-01)
The Wall (with ceiling ring design)	1924228	10/3/95 (filings 2000-01)
The Wall (with store wall design)	1924227	10/3/95 (filings 2000-01)
The Wall Music, Inc. (flash design with no words)	1922618	9/26/95 (filings 2000-01)
The Wall Music, Inc. (brain icon design with no words)	1891497	4/25/95 (filings 2000-01)

The Wall (with flash design)	1891484	4/25/95 (filings 2000-01)
We got our mind on the music	1887609	4/4/95 (filings 2000-01)
We got our mind on the music (with box design)	1874408	1/17/95 (filings 2000-01)
Square Circle (with design)	1527503	2/28/89 (check expiration)

Wee Tree

The Wall	1783699	7/20/93
Record World (with world design)	1421531	12/16/86
Listening Booth (renewal)	0939144	7/25/92