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01-03-2001

01-16-2001

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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 Record Town, Inc.

10311999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name Record Town Michigan, Inc.

DBA/AKATA _____

Composed of _____

Address (line 1) 38 Corporate Circle

Address (line 2) _____

Address (line 3) Albany

City

New York

State/Country

12203

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

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.)

FOR OFFICE USE ONLY

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01 FEB 01
02 FEB 01

40.00 DP
375.00 DP

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TRADEMARK
REEL: 002213 FRAME: 0809

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)

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

1-2-01

Name of Person Signing

Signature

Date Signed

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/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

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| 1874408 | <input type="text"/> | <input type="text"/> |
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made and entered into as of the close of business on October 31, 1999 (the "Effective Date") by and between Record Town, Inc., a New York corporation ("Record Town"), and Record Town Michigan, Inc., a Delaware corporation ("Record Town Michigan").

WHEREAS, Michigan is a majority owned subsidiary of Record Town; and

WHEREAS, Record Town and Michigan are among the parties to a certain Agreement and Plan of Asset Transfer and Reorganization dated as of October 31, 1999 (the "Reorganization Agreement") by and among Record Town, Michigan, Camelot Music Holdings, Inc., a Delaware corporation ("CMHI"), 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"), 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 Record Town Minnesota, Inc., a Delaware corporation ("Minnesota"); and

WHEREAS, Record Town and Michigan are also among the parties to a certain Joint Plan of Reorganization (the "Plan"), a copy of which Plan is attached to the Reorganization Agreement; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Reorganization Agreement; and

WHEREAS, pursuant to the Reorganization Agreement and the Plan, Record Town has acquired certain assets from Camelot and the Camelot Subsidiaries in a transaction comporting with Code section 368(a)(1)(C); and

WHEREAS, pursuant to the Reorganization Agreement and the Plan, Record Town desires to transfer a portion of those assets to Michigan in a transaction comporting with Code section 368(a)(2)(C), and to effect that transfer as set forth in this Agreement.

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

1. **Assignment.** From and after the Effective Date, Record Town hereby assigns, transfers and conveys to Michigan all of Record Town's right, title and interest in and to the Assets, as that term is defined in section 2 hereof.

2. **Assets.** The Assets are defined herein as the following:

a. The leases (the "Leases") and all rights attendant, appurtenant and related thereto, to the stores in the States of Connecticut and Michigan listed in Schedule A hereto (the "Connecticut and Michigan Stores");

b. All inventory, equipment, furniture and other personal property situate in any of the Connecticut and Michigan Stores (the "Personalty");

c. All contract rights, accounts and receivables currently used in the operation of the Connecticut and Michigan Stores (the "Non-mark Intangibles"), other than any rights or assets included in the definition of "Camelot Marks" as defined in the following subsection 2d; and

d. All trade marks, service marks and other intellectual property, and all rights, licenses and royalties thereto, formerly belonging to Camelot, and of the Camelot Subsidiaries, or any subsidiaries or predecessors in interest thereof (the "Camelot Marks"), which Camelot Marks are listed on the attached Schedule B hereof.

The Assets are assigned and transferred as is, where is, and subject to any liabilities, covenants and conditions currently existing.

3. **Acceptance and Assumption.** From and after the Effective Date, Michigan hereby accepts the Assets 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 under the Leases, the Camelot Marks and the Non-mark Intangibles.

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

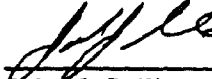
5. **Entire Agreement.** This Agreement, the Reorganization Agreement and the Plan (including the documents and the instruments referred to herein and therein) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

6. **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.


7. **Assignment of this Agreement.** This Agreement and any of the rights, interests or obligations hereunder may only be assigned in writing and upon written consent of both parties. It is hereby acknowledged, understood and agreed that Michigan intends to assign and convey the Camelot Marks to Trans World New York LLC, a New York limited liability company, all of the membership interests of which are held by Michigan. Record Town hereby expressly consents to that assignment.

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.

RECORD TOWN, INC.

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

RECORD TOWN MICHIGAN, INC.

By: 
Edward W. O'Brien
Assistant Treasurer

MACD-1TWEC-RT MICHIGAN ASSIGNMENT

Schedule A

The Connecticut and Michigan Stores

| | | | | |
|-----|-----|-----|------|------|
| 37 | 166 | 399 | 695 | 1154 |
| 40 | 168 | 454 | 724 | 1204 |
| 52 | 205 | 492 | 752 | 1283 |
| 61 | 235 | 521 | 753 | 1320 |
| 66 | 279 | 537 | 778 | 1388 |
| 69 | 281 | 574 | 794 | 1439 |
| 76 | 373 | 612 | 834 | 1616 |
| 85 | 374 | 619 | 881 | 1618 |
| 107 | 382 | 620 | 899 | 1619 |
| 156 | 385 | 626 | 913 | |
| 165 | 387 | 629 | 1024 | |

Schedule B

"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 |