

01-29-2001



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FORM PTO-1618A
Expires 08/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

1-16-01

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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
10311999

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name Camelot Music, Inc.

Formerly Wall Music, Inc., The

2123401

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

Receiving Party

Mark if additional names of receiving parties attached

Name Record Town, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 38 Corporate Circle

Address (line 2) _____

Address (line 3) Albany New York 12203
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 Assignment.)
- Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002221 FRAME: 0175

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

(518)472-1224

Name

Kelly Mooney-Lester

Address (line 1)

Honen & Wood, P.C.

Address (line 2)

126 State Street, Fifth Floor

Address (line 3)

Albany, New York 12207

Address (line 4)

Pages

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

#

5

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2123401	2123398	1924227
2123400	2123397	1922618
2123399	1924228	1891497

Number of Properties

Enter the total number of properties involved.

#

14

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

365.00

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.

Kelly Mooney-Lester

Name of Person Signing

Kelly Mooney-Lester

Signature

1/9/01

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

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Registration Number(s)

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<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"/>	1927196	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

WHEREAS, Camelot and Record Town 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, Camelot, Camelot Music Holdings, Inc., a Delaware corporation ("CMHI"), 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"), Record Town Michigan, Inc., a Delaware corporation ("Michigan"), and Record Town Minnesota, Inc. ("Minnesota"); and

WHEREAS, Camelot and Record Town 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, Camelot desires to assign to Record Town its right, title and interest in and to all of Camelot's property, rights and assets, real and personal, tangible and intangible, wherever found or situated, including but not limited to (i) the leases to all of its stores wherever located and all rights attendant, appurtenant and related thereto; (ii) all inventory, equipment, furniture and other personal property, (iii) all contract rights, account and receivables, and (iv) all trade marks, service marks and other intellectual property, and all rights, licenses and royalties thereto (the "Camelot Marks"), which Camelot Marks are listed on the attached Schedule A hereto, and specifically including all of the shares of stock of its subsidiaries (the "Assets"), in a transaction comporting with Code section 368(a)(1)(D), and to effect that transaction 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, Camelot hereby assigns, transfers and conveys to Record Town all of its right, title and interest in the Assets. The Assets are assigned and transferred as is, where is, and subject to any liabilities, covenants and conditions currently existing.

2. **Acceptance and Assumption.** From and after the Effective Date, Record Town 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 any leases, contracts, or other instruments assumed.

3. **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.

4. **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.

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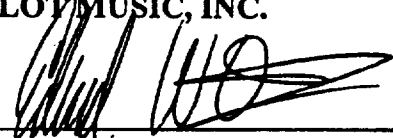
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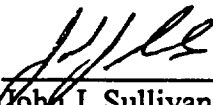
IN WITNESS WHEREOF, the parties have caused this Assignment to be signed by their respective officers duly authorized all as of the date first above written.

CAMELOT MUSIC, INC.

By: 

Edward W. O'Brien
Assistant Treasurer

RECORD TOWN, INC.

By: 

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

MAC/D-1/TWEC-CMI 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