

08-18-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RE 102816169

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

8-16-04

1. Name of conveying party(ies)/Execution Date(s):

Trans World New York LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) 5/30/2003

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment No. 1 to Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Congress Financial Corporation

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 1133 Avenue of the Americas

City: New York

State: New York

Country: USA Zip: 10036

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Delaware

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: 29th Floor

Attn: Preston R. Cappello

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: 212-661-9100

Fax Number: 212-682-6104

Email Address: pcappello@oshr.com

6. Total number of applications and registrations involved:

69

7. Total fee (37 CFR 2.6(b)(6) & 3.41) <sup>Paid on</sup> \$ 7/10/2003

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Preston R. Cappello Aug 13 2004  
Signature Date

Preston R. Cappello

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003026 FRAME: 0363

**TRANS WORLD ENTERTAINMENT & SUBSIDIARIES**  
**TRADEMARKS**  
**SCHEDULE A**

TRANS WORLD NEW YORK, LLC

Trademark	Reg. #	Reg. Date	App. #	App. Date	Status	Affidavit Date	Renewal Date	Class	Country
Backstage Cash	2123398	12/23/1997	76433414	7/16/2002	Pending	12/23/2003	12/23/2007	16, 35	US
Buzzclub					Registered			35	US
Camelot Music (Federal Registration)			76269135	6/11/2001	Pending			35	US
Camelot Music No One Knows Music Better	2169389	6/30/1998			Registered	6/30/2004	6/30/2008	35	US
Camelot Repeat Performer	1871733	1/3/1995			Registered		1/3/2005	42	US
Cocoonus	1263284	1/3/1984			Registered		1/3/2004	42	US
Cocoonus Music & Video (& Design)	1503387	9/6/1988			Registered		9/6/2008	42	US
Cocoonus Music Movies (& Color Design)			76452224	9/20/2002	Pending			35	US
Cocoonus Music Movies (& Design)			76432376	7/17/2002	Pending			35	US
Disc Jockey	2319143	2/15/2000			Registered	2/15/2006	2/15/2010	35	US
F.Y.E.	1880186	2/21/1995			Registered		2/1/2005	42	US
F.Y.E. For Your Entertainment It's Not Just a Store; It's an Experience	2490844	9/18/2001			Registered	9/8/2007	9/18/2011	35	US
FYE	2586555	6/25/2002			Registered	6/25/2008	6/25/2012	35	US
FYE (& Color Design)	2660535	12/10/2002			Registered	12/9/2008	12/10/2012	35	US
FYE (Black & White & Design)	2592880	7/9/2002			Registered	7/9/2008	7/9/2012	35	US
FYE Backstage Cash			76433413	7/16/2002	Pending			16, 35	US
FYE Backstage Pass			76269136	6/11/2001	Pending			35	US
FYE For Your Entertainment			76452221	9/20/2002	Pending			35	US
For Your Entertainment & Design	1870180	12/27/1994			Registered		12/27/2004	42	US
For Your Entertainment Music Movies Games									
More (& Design)			76452222	9/20/2002	Pending			35	US
FYE.com (US)			76372429	2/20/2002	Pending			35	US
FYE Localizey			76446858	8/20/2002	Pending			35	US
Hear It First, Hear It Forever	2123400	12/23/1997			Registered	12/23/2003	12/23/2007	35	US
Kid's Matinee	1839757	6/14/1994			Registered		6/14/2004	42	US
Kid's Matinee & Design	1862132	11/8/1994			Registered		11/8/2004	42	US
Localizey			76446859	8/20/2002	Pending			35	US
Media Source	2023160	12/17/1996			Registered		12/17/2006	9	US
Movies Plus	1624177	11/20/1990			Registered		11/20/2010	42	US
Movies Plus Super Video Center (& Design)	1628714	12/18/1990			Registered		12/18/2010	42	US

TRANS WORLD ENTERTAINMENT & SUBSIDIARIES  
TRADEMARKS

TRANS WORLD NEW YORK, LLC (Continued)

Trademark	Reg. #	Reg. Date	App. #	App. Date	Status	Affidavit Date	Renewal Date	Class	Country
Music FYE Movies (& Design)	2565292	4/30/2002			Registered	4/30/2008	4/30/2012	35	US
Music That Changed Our Lives	2200459	10/27/1998			Registered	10/27/2004	10/27/2008	35	US
Never Stop Playing	2560411	4/9/2002			Registered	4/9/2008	4/9/2012	35	US
No One Knows Music Better	2163869	6/9/1998			Registered	6/9/2004	6/9/2008	35	US
Planet Music	1872958	1/10/1995			Registered		1/10/2005	42	US
Record Town (Stylized)	1451459	8/4/1987			Registered		8/4/2007	42	US
Record World (& Design)	1421531	12/16/1986			Registered		12/16/2006	42	US
Repeat Performer	2077001	7/8/1997			Registered		7/8/2007	35	US
Saturday Matinee	1600036	6/5/1990			Registered		6/5/2010	42	US
Saturday Matinee The Movie Store (& Design)	2203546	11/17/1998			Registered	11/17/2004	11/17/2008	35	US
Soundnet	2063205	5/20/1997			Registered	5/20/2003	5/20/2007	41	US
Square Circle & Design	1527503	2/28/1989			Registered		2/28/2009	42	US
Strawberries	1675448	2/11/1992			Registered		2/11/2012	42	US
Tape World	1584079	2/20/1990			Registered		2/20/2010	42	US
Tape World (Stylized)	1578306	1/16/1990			Registered		1/16/2010	42	US
The Wall	2506778	11/13/2001		1/6/2001	Registered	11/13/2007	11/13/2011	35	US
The Wall & Design (Box w/lines)	1922618	9/26/1995			Registered		9/26/2005	42	US
The Wall & Design (rectangle)	1924227	10/3/1995			Registered		10/3/2005	42	US
The Wall & Design (ring or circle)	1924228	10/3/1995			Registered		10/3/2005	42	US
The Wall & Design (sq w/shadow)	2123397	12/23/1997			Registered	12/24/2003	12/23/2007	35	US
The Wall Lifetime Music Guarantee	2123399	12/23/1997			Registered	12/23/2003	12/23/2007	35	US
The Wall Lifetime Music Guarantee Hear It First,									
Hear It Forever (& Design)	2123401	12/23/1997			Registered	12/23/2003	12/23/2007	35	US
The Wall, LifetimeMusic, Guaranteed & Design	1927196	10/17/1995			Registered		10/16/05		US
Trans World Entertainment	2112677	11/11/1997			Registered	11/11/2003	11/11/2007	42	US
Twec.com-The Web's Entertainment Center	2673622	1/14/03			Registered	1/13/2009	1/14/2013	35, 38, 41, 42	US

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
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. Lifetime Music. Guaranteed. (with simple box design)	1927196	10/17/95 (filings 2000-01)

The Wall Music, Inc. (brain icon design with no words)	1891497	4/25/95 (filings 2000-01)
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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
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Listening Booth (renewal)	0939144	7/25/92
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AMENDMENT NO. 1  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Amendment"), made as of this 30th day of May 2003, by and between TRANS WORLD NEW YORK, LLC, a New York limited liability company, ("Debtor") and CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"). Unless otherwise defined herein, all capitalized terms used herein shall have the meaning given to such terms in the Trademark Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated December 31, 1998 (the "Trademark Security Agreement") recorded with the U.S. Patent and Trademark Office; and

WHEREAS, Debtor and Record Town Michigan, Inc. ("RT Michigan") have entered into that certain Assignment and Assumption Agreement, dated October 31, 1999, pursuant to which RT Michigan has, among other things, assigned to Debtor all of its right, title and interest in and to all of the trademarks, trademark applications and related assets, together with the goodwill of the business symbolized thereby, described as the Camelot Marks on Exhibit A annexed hereto (collectively, the "Camelot Marks"); and

WHEREAS, pursuant to Section 1 of the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all future trademark applications and trademarks of Debtor, together with the goodwill of the business symbolized thereby, and, pursuant to Section 3(h) of the Trademark Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Amendments to Trademark Security Agreement.

(a) Without limiting the Collateral elsewhere described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby further amended to include, in addition and not by way of limitation, all of the Trademarks set forth on Exhibit A hereto, including, without limitation, the Camelot Marks. All terms and provisions of the

Trademark Security Agreement applicable to Trademarks shall apply with the same force and effect as to such Trademarks, including, without limitation, the Camelot Marks.

(b) The definition of "Collateral" is hereby amended to include, in addition and not by way of limitation, the Camelot Marks Collateral.

(c) The definition of "Debtor" and "Debtors" is hereby amended to include, in addition and not by way of limitation, RT Michigan and its successors and assigns.

(d) The definition of "Obligations" is hereby amended to include, in addition and not by way of limitation, the Obligations of RT Michigan pursuant to the Loan Agreement.

(e) The definition of "Trademarks" is hereby amended to include, in addition and not by way of limitation, the Camelot Marks.

(f) Exhibits A and B to the Trademark Security Agreement are hereby amended to include the information on Exhibits A and B hereto.

2. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

3. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Debtor and Secured Party have executed this Agreement as of the day and year first above written.

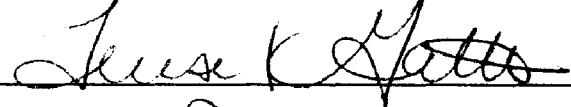
TRANS WORLD NEW YORK, LLC

By: RECORD TOWN MICHIGAN, INC., its sole member

By: 

Title: Executive VP & CFO

CONGRESS FINANCIAL CORPORATION

By: 

Title: Vice President



STATE OF New York )  
 ) ss.:  
COUNTY OF Albany )

On this 29<sup>th</sup> day of May 2003, before me personally came John Sullivan, to me known, who stated that he is the EVP / CFO of TRANS WORLD NEW YORK, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by the due authority of said limited liability company.

Alysa Ellsworth  
Notary Public  
~~Alysa Ellsworth~~  
Notary Public, State of New York  
No. 01EL0065780  
Qualified in Schenectady County  
Commission Expires Oct. 29, 2005

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

On this 30<sup>th</sup> day of May, 2003, before me personally came Terese K. GATTU, to me known, who, being duly sworn, did depose and say, that (s)he is the vice president of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Maria Camacho  
Notary Public

**MARIA CAMACHO**  
NOTARY PUBLIC, State of New York  
No.: 01CA5086952  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires October 27, 2005

EXHIBIT A  
TO  
AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

I. Camelot Marks

[See Attached]

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

II. Additional Trademarks other than Camelot Marks

[See Attached]

**TRANS WORLD ENTERTAINMENT & SUBSIDIARIES  
TRADEMARKS**

TRANS WORLD NEW YORK, LLC

Trademark	Reg. #	Reg. Date	App. #	App. Date	Status	Affidavit Date	Renewal Date	Class	Country
Backstage Cash			76433414	7/16/2002	Pending			16, 35	US
Buzzclub	2123398	12/23/1997			Registered	12/23/2003	12/23/2007	35	US
Camelot Music (California Registration Only)	039578	11/12/1991			Registered		11/12/2011	42	CA
Camelot Music (Federal Registration)			76269135	6/11/2001	Pending			35	US
Camelot Music No One Knows Music Better	2169389	6/30/1998			Registered	6/30/2004	6/30/2008	35	US
Camelot Repeat Performer	1871733	1/3/1995			Registered		1/3/2005	42	US
Cocounus	1263284	1/3/1984			Registered		1/3/2004	42	US
Cocounus (Puerto Rico)	PR8108	10/27/1995			Registered		9/23/2004	42	PR
Cocounus Music & Video (& Design)	1503387	9/6/1988			Registered		9/6/2008	42	US
Cocounus Music Movies (& Color Design)			76452224	9/20/2002	Pending			35	US
Cocounus Music Movies (& Design)			76432376	7/17/2002	Pending			35	US
Disc Jockey	2319143	2/15/2000			Registered	2/15/2006	2/15/2010	35	US
F.Y.E.	1880186	2/21/1995			Registered		2/1/2005	42	US
F.Y.E. For Your Entertainment It's Not Just a Store; It's an Experience	2490844	9/18/2001			Registered	9/8/2007	9/18/2011	35	US
F.Y.E.	2586555	6/25/2002			Registered	6/25/2008	6/25/2012	35	US
F.Y.E. (& Color Design)	2660535	12/10/2002			Registered	12/9/2008	12/10/2012	35	US
F.Y.E. (Black & White & Design)	2592880	7/9/2002			Registered	7/9/2008	7/9/2012	35	US
F.Y.E. Backstage Cash			76433413	7/16/2002	Pending			16, 35	US
F.Y.E. Backstage Pass			76269136	6/11/2001	Pending			35	US
F.Y.E. For Your Entertainment			76452221	9/20/2002	Pending			35	US
For Your Entertainment & Design	1870180	12/27/1994			Registered		12/27/2004	42	US
For Your Entertainment Music Movies Games More (& Design)			76452222	9/20/2002	Pending			35	US
F.Y.E.com (US)			76372429	2/20/2002	Pending			35	US
F.Y.E.com (Canada)				3/26/2002	Pending				Canada
F.Y.E.com (Europe)				4/10/2002	Pending		4/10/2012	35	Europe
F.Y.E. Localizey			76446858	8/20/2002	Pending			35	US
Hear It First, Hear It Forever	2123400	12/23/1997			Registered	12/23/2003	12/23/2007	35	US
Kid's Matinee	1839757	6/14/1994			Registered		6/14/2004	42	US
Kid's Matinee & Design	1862132	11/8/1994			Registered		11/8/2004	42	US
Localizey			76446859	8/20/2002	Pending			35	US
Media Source	2023160	12/17/1996			Registered		12/17/2006	9	US
Movies Plus	1624177	11/20/1990			Registered		11/20/2010	42	US
Movies Plus Super Video Center (& Design)	1628714	12/18/1990			Registered		12/18/2010	42	US

**TRANS WORLD ENTERTAINMENT & SUBSIDIARIES  
TRADEMARKS**

*TRANS WORLD NEW YORK, LLC (Continued)*

Trademark	Reg. #	Reg. Date	App. #	App. Date	Status	Affidavit Date	Renewal Date	Class	Country
Music FYE Movies (& Design)	2565292	4/30/2002			Registered	4/30/2008	4/30/2012	35	US
Music That Changed Our Lives	2200459	10/27/1998			Registered	10/27/2004	10/27/2008	35	US
Never Stop Playing	2560411	4/9/2002			Registered	4/9/2008	4/9/2012	35	US
No One Knows Music Better	2163869	6/9/1998			Registered	6/9/2004	6/9/2008	35	US
Planet Music	1872958	1/10/1995			Registered		1/10/2005	42	US
Record Town (Stylized)	1451459	8/4/1987			Registered		8/4/2007	42	US
Record World (& Design)	1421531	12/16/1986			Registered		12/16/2006	42	US
Repeat Performer	2077001	7/8/1997			Registered		7/8/2007	35	US
Saturday Matinee	1600036	6/5/1990			Registered		6/5/2010	42	US
Saturday Matinee The Movie Store (& Design)									
Soundnet	2203546	11/17/1998			Registered	11/17/2004	11/17/2008	35	US
Square Circle & Design	2063205	5/20/1997			Registered	5/20/2003	5/20/2007	41	US
Strawberries	1527503	2/28/1989			Registered		2/28/2009	42	US
Tape World	1675448	2/11/1992			Registered		2/11/2012	42	US
Tape World (Stylized)	1584079	2/20/1990			Registered		2/20/2010	42	US
The Wall	1578306	1/16/1990			Registered		1/16/2010	42	US
The Wall & Design (Box w/lines)	2506778	11/13/2001		1/6/2001	Registered	11/13/2007	11/13/2011	35	US
The Wall & Design (rectangle)	1922618	9/26/1955			Registered		9/26/2005	42	US
The Wall & Design (ring or circle)	1924227	10/3/1995			Registered		10/3/2005	42	US
The Wall & Design (sq w/shadow)	1924228	10/3/1995			Registered		10/3/2005	42	US
The Wall & Design (sq w/shadow)	2123397	12/23/1997			Registered	12/24/2003	12/23/2007	35	US
The Wall Lifetime Music Guarantee	2123399	12/23/1997			Registered	12/23/2003	12/23/2007	35	US
The Wall Lifetime Music Guarantee Hear It First, Hear It Forever (& Design)	2123401	12/23/1997			Registered	12/23/2003	12/23/2007	35	US
The Wall, LifetimeMusic, Guaranteed & Design	1927196	10/17/1995			Registered	11/11/2003	11/11/2007	42	US
Trans World Entertainment	2112677	11/11/1997			Registered	11/11/2003	11/11/2007	42	US
Twec.com- The Web's Entertainment Center	2673622	1/14/03			Registered	1/13/2009	1/14/2013	35, 38, 41, 42	US

EXHIBIT B  
TO  
AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Licenses

Royalty And Licensing Agreement by and between Trans World Entertainment Corporation and Trans World New York, LLC, dated as of February 2, 2003