

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM641762

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the erroneously added Reg. Nos. 4844747 and 2023241 on the Trademark Assignment previously recorded on Reel 006924 Frame 0700. Assignor(s) hereby confirms the Assignment.

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Record Town, Inc.		02/20/2020	Corporation: NEW YORK
Trans World New York, LLC		02/20/2020	Limited Liability Company: NEW YORK
Record Town USA, LLC		02/20/2020	Limited Liability Company: DELAWARE
Record Town Utah LLC		02/20/2020	Limited Liability Company: UTAH
Trans World FL LLC		02/20/2020	Limited Liability Company: FLORIDA
Trans World Entertainment Corporation		02/20/2020	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	2428392 Inc.
<b>Street Address:</b>	c/o Sunrise Records, 1430 Cormorant Road
<b>City:</b>	Ancaster
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L9G 4V5
<b>Entity Type:</b>	Corporation: CANADA

## PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
<b>Registration Number:</b>	1451459	RECORD TOWN
<b>Registration Number:</b>	1621693	SUNCOAST MOTION PICTURE COMPANY
<b>Registration Number:</b>	1600036	SATURDAY MATINEE
<b>Registration Number:</b>	1661247	SAM GOODY
<b>Registration Number:</b>	1880186	F.Y.E.
<b>Registration Number:</b>	2112677	TRANS WORLD ENTERTAINMENT
<b>Registration Number:</b>	1983911	SPECS MUSIC
<b>Registration Number:</b>	2121182	THE WHEREHOUSE
<b>Registration Number:</b>	2502374	WHEREHOUSE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2448231	WHEREHOUSE MUSIC
Registration Number:	2203546	SATURDAY MATINEE THE MOVIE STORE
Registration Number:	2586555	FYE
Registration Number:	2565292	MUSIC FYE MOVIES
Registration Number:	2758439	COCONUTS MUSIC MOVIES
Registration Number:	2779236	LOCALEYEZ
Registration Number:	2752524	F.Y.E. FOR YOUR ENTERTAINMENT
Registration Number:	2755734	FYE FOR YOUR ENTERTAINMENT MUSIC MOVIES
Registration Number:	3343153	WHEREHOUSE.COM
Registration Number:	3685668	F.Y.E. BACKSTAGE PASS VIP
Registration Number:	3749751	SATURDAY MATINEE
Registration Number:	3810532	F.Y.E. TUNES
Registration Number:	3053923	FOR YOUR ENTERTAINMENT
Registration Number:	3188052	F.Y.E. BACKSTAGE PASS
Registration Number:	3109282	F.Y.E.
Registration Number:	3192557	SECONDSPIN.COM
Registration Number:	3258581	SECONDSPIN
Registration Number:	4442855	COCONUTS
Registration Number:	4510336	PLAY IT. TRADE IT. REPEAT.
Registration Number:	4550793	FYE.COM
Registration Number:	4505496	GET YOUR GEEK ON
Registration Number:	4844747	MEDIA LOGIC
Registration Number:	5223988	POPLIVE
Registration Number:	5145563	VINYL LISTEN IN COLOR
Registration Number:	5569254	FOOD FIGHT
Registration Number:	5565170	FYE DLUX
Registration Number:	2023241	MEDIA LOGIC
Registration Number:	2660535	FYE
Registration Number:	2560411	NEVER STOP PLAYING

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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.*

**Phone:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

**TRADEMARK**

**REEL: 007273 FRAME: 0912**

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	04/23/2021

**Total Attachments: 42**

- source=Corrective Trademark Assignment#page1.tif
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- source=Corrective Trademark Assignment#page3.tif
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

**1. Name of conveying party(ies):**

- 1. Record Town, Inc.
- 2. Trans World New York, LLC
- 3. Record Town USA, LLC
- 4. Record Town Utah LLC
- 5. Trans World FL LLC
- 6. Trans World Entertainment Corporation

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_

Other 1. Corp.-NY; 2. LLC-NY; 3. LLC-DE; 4. LLC-UT; 5. LLC-FL; 6. Corp.-NY

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 20, 2020

- Assign  Security  Other
- Corrective Assignment to correct the erroneously added Reg. Nos. 4844747 and 2023241 on Trademark Assignment previously recorded on Reel 6921, Frame 0618 and Reel 6924, Frame 0700. Assignor(s) hereby confirms the Assignment.

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: 2428392 Inc.

Street Address: c/o Sunrise Records, 1430 Cormorant Road

City: Ancaster

State: Ontario

Country: Canada Zip: L9G 4V5

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship Canada  
 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) Text  
See Schedule 2

B. Trademark Registration No.(s)  
See Schedule 2

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: Elaine Carrera, Senior Paralegal

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

Street Address: c/o Cahill Gordon & Reindel LLP,  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

36

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

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

**9. Signature:**

Elaine Carrera  
Signature

April 23, 2021  
Date

Elaine Carrera  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 42

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 29, 2020

PTAS

CT CORPORATION  
4400 EASTON COMMONS WAY  
SUITE 125  
COLUMBUS, OH 43219

**900546796**

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/28/2020

REEL/FRAME: 6924/0700  
NUMBER OF PAGES: 19

BRIEF: CORRECTIVE ASSIGNMENT TO CORRECT THE CONVEYING PARTY DATA PREVIOUSLY RECORDED AT REEL: 006921 FRAME: 0618. ASSIGNOR(S) HEREBY CONFIRMS THE ASSIGNMENT.

ASSIGNOR:  
RECORD TOWN, INC.

DOC DATE: 02/20/2020  
CITIZENSHIP: NEW YORK  
ENTITY: CORPORATION

ASSIGNOR:  
TRANS WORLD NEW YORK, LLC

DOC DATE: 02/20/2020  
CITIZENSHIP: NEW YORK  
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:  
RECORD TOWN USA, LLC

DOC DATE: 02/20/2020  
CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:  
RECORD TOWN UTAH LLC

DOC DATE: 02/20/2020  
CITIZENSHIP: UTAH  
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:  
 TRANS WORLD FL LLC  
 DOC DATE: 02/20/2020  
 CITIZENSHIP: FLORIDA  
 ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:  
 TRANS WORLD ENTERTAINMENT  
 CORPORATION  
 DOC DATE: 02/20/2020  
 CITIZENSHIP: NEW YORK  
 ENTITY: CORPORATION

ASSIGNEE:  
 2428392 INC.  
 C/O SUNRISE RECORDS, 1430 CORMORANT  
 ROAD  
 ANCASTER, CANADA L9G 4V5  
 CITIZENSHIP: CANADA  
 ENTITY: CORPORATION

SERIAL NUMBER: 73598586  
 REGISTRATION NUMBER: 1451459  
 MARK: RECORD TOWN  
 DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN  
 STYLIZED FORM  
 FILING DATE: 05/13/1986  
 REGISTRATION DATE: 08/04/1987

SERIAL NUMBER: 73802966  
 REGISTRATION NUMBER: 1621693  
 MARK: SUNCOAST MOTION PICTURE COMPANY  
 DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)  
 FILING DATE: 05/26/1989  
 REGISTRATION DATE: 11/06/1990

SERIAL NUMBER: 73816150  
 REGISTRATION NUMBER: 1600036  
 MARK: SATURDAY MATINEE  
 DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)  
 FILING DATE: 07/31/1989  
 REGISTRATION DATE: 06/05/1990

SERIAL NUMBER: 74100035  
 REGISTRATION NUMBER: 1661247  
 MARK: SAM GOODY  
 DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)  
 FILING DATE: 09/24/1990  
 REGISTRATION DATE: 10/15/1991

SERIAL NUMBER: 74477804  
 REGISTRATION NUMBER: 1880186  
 MARK: F.Y.E.  
 DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)  
 FILING DATE: 01/10/1994  
 REGISTRATION DATE: 02/21/1995

SERIAL NUMBER: 74677423  
 REGISTRATION NUMBER: 2112677  
 MARK: TRANS WORLD ENTERTAINMENT  
 DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)  
 FILING DATE: 05/16/1995  
 REGISTRATION DATE: 11/11/1997

SERIAL NUMBER: 74681367  
 REGISTRATION NUMBER: 1983911  
 MARK: SPECS MUSIC  
 DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
 /NUMBER(S)  
 FILING DATE: 05/23/1995  
 REGISTRATION DATE: 07/02/1996

SERIAL NUMBER: 74700508  
 REGISTRATION NUMBER: 2023241  
 MARK: MEDIA LOGIC  
 DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)  
 FILING DATE: 07/13/1995  
 REGISTRATION DATE: 12/17/1996

SERIAL NUMBER: 75157536 FILING DATE: 08/29/1996  
REGISTRATION NUMBER: 2121182 REGISTRATION DATE: 12/16/1997  
MARK: THE WHEREHOUSE  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 75229031 FILING DATE: 01/21/1997  
REGISTRATION NUMBER: 2203546 REGISTRATION DATE: 11/17/1998  
MARK: SATURDAY MATINEE THE MOVIE STORE  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 75504069 FILING DATE: 06/17/1998  
REGISTRATION NUMBER: 2502374 REGISTRATION DATE: 10/30/2001  
MARK: WHEREHOUSE  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 75637485 FILING DATE: 02/10/1999  
REGISTRATION NUMBER: 2448231 REGISTRATION DATE: 05/01/2001  
MARK: WHEREHOUSE MUSIC  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76191759 FILING DATE: 01/10/2001  
REGISTRATION NUMBER: 2586555 REGISTRATION DATE: 06/25/2002  
MARK: FYE  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76224568 FILING DATE: 03/14/2001  
REGISTRATION NUMBER: 2660535 REGISTRATION DATE: 12/10/2002  
MARK: FYE  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 76258457 FILING DATE: 05/18/2001  
REGISTRATION NUMBER: 2560411 REGISTRATION DATE: 04/09/2002  
MARK: NEVER STOP PLAYING  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76279528 FILING DATE: 07/02/2001  
REGISTRATION NUMBER: 2565292 REGISTRATION DATE: 04/30/2002  
MARK: MUSIC FYE MOVIES  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 76432376 FILING DATE: 07/17/2002  
REGISTRATION NUMBER: 2758439 REGISTRATION DATE: 09/02/2003  
MARK: COCONUTS MUSIC MOVIES  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 76446859 FILING DATE: 08/20/2002  
REGISTRATION NUMBER: 2779236 REGISTRATION DATE: 11/04/2003  
MARK: LOCALEYEZ  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76452221 FILING DATE: 09/20/2002  
REGISTRATION NUMBER: 2752524 REGISTRATION DATE: 08/19/2003  
MARK: F.Y.E. FOR YOUR ENTERTAINMENT  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76452222 FILING DATE: 09/20/2002  
REGISTRATION NUMBER: 2755734 REGISTRATION DATE: 08/26/2003  
MARK: FYE FOR YOUR ENTERTAINMENT MUSIC MOVIESGAMES MORE  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 77124530 FILING DATE: 03/07/2007  
REGISTRATION NUMBER: 3343153 REGISTRATION DATE: 11/27/2007  
MARK: WHEREHOUSE.COM  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77682038 FILING DATE: 03/03/2009  
REGISTRATION NUMBER: 3685668 REGISTRATION DATE: 09/22/2009  
MARK: F.Y.E. BACKSTAGE PASS VIP  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77784701 FILING DATE: 07/20/2009  
REGISTRATION NUMBER: 3749751 REGISTRATION DATE: 02/16/2010  
MARK: SATURDAY MATINEE  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77868395 FILING DATE: 11/09/2009  
REGISTRATION NUMBER: 3810532 REGISTRATION DATE: 06/29/2010  
MARK: F.Y.E. TUNES  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 78502678 FILING DATE: 10/20/2004  
REGISTRATION NUMBER: 3053923 REGISTRATION DATE: 01/31/2006  
MARK: FOR YOUR ENTERTAINMENT  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 78544856 FILING DATE: 01/10/2005  
REGISTRATION NUMBER: 3188052 REGISTRATION DATE: 12/19/2006  
MARK: F.Y.E. BACKSTAGE PASS  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 78667312 FILING DATE: 07/11/2005  
REGISTRATION NUMBER: 3109282 REGISTRATION DATE: 06/27/2006  
MARK: F.Y.E.  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 78765620 FILING DATE: 12/02/2005  
REGISTRATION NUMBER: 3192557 REGISTRATION DATE: 01/02/2007  
MARK: SECONDSPIN.COM  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 78961525 FILING DATE: 08/28/2006  
REGISTRATION NUMBER: 3258581 REGISTRATION DATE: 07/03/2007  
MARK: SECONDSPIN  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85876372 FILING DATE: 03/14/2013  
REGISTRATION NUMBER: 4442855 REGISTRATION DATE: 12/03/2013  
MARK: COCONUTS  
DRAWING TYPE: STANDARD CHARACTER MARK



SERIAL NUMBER: 86044804  
REGISTRATION NUMBER: 4510336  
MARK: PLAY IT. TRADE IT. REPEAT.  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 08/22/2013  
REGISTRATION DATE: 04/08/2014

SERIAL NUMBER: 86079498  
REGISTRATION NUMBER: 4550793  
MARK: FYE.COM  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/01/2013  
REGISTRATION DATE: 06/17/2014

SERIAL NUMBER: 86096993  
REGISTRATION NUMBER: 4505496  
MARK: GET YOUR GEEK ON  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/21/2013  
REGISTRATION DATE: 04/01/2014

SERIAL NUMBER: 86562169  
REGISTRATION NUMBER: 4844747  
MARK: MEDIA LOGIC  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

FILING DATE: 03/12/2015  
REGISTRATION DATE: 11/03/2015

SERIAL NUMBER: 86820185  
REGISTRATION NUMBER: 5223988  
MARK: POPLIVE  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/13/2015  
REGISTRATION DATE: 06/13/2017

SERIAL NUMBER: 87085274  
REGISTRATION NUMBER: 5145563  
MARK: VINYL LISTEN IN COLOR  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

FILING DATE: 06/27/2016  
REGISTRATION DATE: 02/21/2017

SERIAL NUMBER: 87780077  
REGISTRATION NUMBER: 5569254  
MARK: FOOD FIGHT  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 02/01/2018  
REGISTRATION DATE: 09/25/2018

SERIAL NUMBER: 87780280  
REGISTRATION NUMBER: 5565170  
MARK: FYE DLUX  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 02/01/2018  
REGISTRATION DATE: 09/18/2018

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM573886

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Conveying Parties by adding the entity Trans World Entertainment Corporation as signatory previously recorded on Reel 006921 Frame 0618. Assignor(s) hereby confirms the Assignment of the Entire Interest and the Goodwill.

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Record Town, Inc.		02/20/2020	Corporation: NEW YORK
Trans World New York, LLC		02/20/2020	Limited Liability Company: NEW YORK
Record Town USA, LLC		02/20/2020	Limited Liability Company: DELAWARE
Record Town Utah LLC		02/20/2020	Limited Liability Company: UTAH
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## RECEIVING PARTY DATA

<b>Name:</b>	2428392 Inc.
<b>Street Address:</b>	c/o Sunrise Records, 1430 Cormorant Road
<b>City:</b>	Ancaster
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L9G 4V5
<b>Entity Type:</b>	Corporation: CANADA

## PROPERTY NUMBERS Total: 38

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Registration Number:	1600036	SATURDAY MATINEE
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Registration Number:	1983911	SPECS MUSIC
Registration Number:	2121182	THE WHEREHOUSE
Registration Number:	2502374	WHEREHOUSE

TRADEMARK

REEL: 007273 FRAME: 0920

OP \$965.00 1451459

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of February 20, 2020, is made by Record Town, Inc., a New York corporation, Record Town USA LLC, a Delaware limited liability company, Record Town Utah LLC, a Utah limited liability company, Trans World FL LLC, a Florida limited liability company, Trans World New York, LLC, a New York limited liability company, Trans World Entertainment Corporation, a New York corporation (collectively, the “**Seller**”), located at 38 Corporate Circle, Albany, New York 12203, in favor of 2428392 Inc. (“**Buyer**”), a Delaware corporation, located at 1430 Cormorant Road, Ancaster, Ontario L9G 4V5, the purchaser of certain assets of Seller pursuant to an ASSET PURCHASE AGREEMENT by and between Buyer, Seller, and solely with respect to Sections 6.3, 6.13, 6.14, and 10.13 of the Purchase Agreement, Trans World Entertainment Corporation, a New York corporation, and solely with respect to Section 10.14, 2428391 Ontario Inc. o/a Sunrise Records, an Ontario corporation (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and the Canadian Intellectual Property Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in, to, and under the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, and applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) the assigned domain names set forth on Schedule 4 hereto, including the current registration thereof with the domain name registry identified by the Seller (such person the “**Seller’s Registrar**”) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (the “**Domain Names**”);

(e) any trademark rights in any jurisdiction Seller may have in the domain name or trademark incorporating the Assigned Domain Names or any second level domain (the "Marks"), including any goodwill associated therewith;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Transfer of Domain Name. Within one (1) business day following full execution of this IP Assignment, Seller shall execute all documents, papers, forms, and authorizations, and take such other actions as are reasonably necessary and requested by Buyer to effectuate the transfer of ownership and control of the Assigned Domain Names to Buyer, and cause the Assigned Domain Names to be registered/enable Buyer to register the Assigned Domain Names in the name of Buyer with the domain name registry identified by the Buyer such person the "Buyer's Registrar"). The Assigned Domain Names will be deemed transferred ("Transfer") when:

(i) Buyer's Registrar has confirmed the transfer in accordance with its procedures therefor;

(ii) the applicable WHOIS database identifies Buyer as the registrant of the Assigned Domain Names; and

(iii) the Buyer has administrative and technical access to the Assigned Domain Names, and sole control over where the Assigned Domain Names point.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the Registrar in the Canadian Intellectual Property Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, at Buyer's and its successors' and assigns' sole cost and expense, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

4. Terms of the Asset Purchase Agreement. This IP Assignment is executed and delivered pursuant to the Asset Purchase Agreement. Nothing in this IP Assignment shall alter any liability or obligations arising under the Asset Purchase Agreement, which shall (without limiting the generality of the foregoing) govern, and shall contain the sole and exclusive representations, warranties and obligations of the parties with respect to the Assigned IP. In the event of a conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this IP Assignment, nothing herein is intended to be a representation or

warranty, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Asset Purchase Agreement.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Record Town, Inc.  
Trans World New York, LLC  
Record Town USA LLC  
Record Town Utah LLC  
Trans World FL LLC

By:   
Name: Michael Feurer  
Title: Chief Executive Officer

Address for Notices:  
c/o Trans World Entertainment Corporation  
38 Corporate Circle  
Albany, New York 12203


with a copy to:  
Cahill Gordon & Reindel LLP  
80 Pine Street  
New York, New York 10005-1702  
Attn: Kimberly C. Petillo-Décoissard

ACKNOWLEDGMENT

STATE OF NEW YORK )  
 )SS.  
COUNTY OF ALBANY )

On the 13<sup>th</sup> day of February, 2020, before me personally appeared Michael Feurer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Seller, and acknowledged the instrument to be the free act and deed of Seller for the uses and purposes mentioned in the instrument.

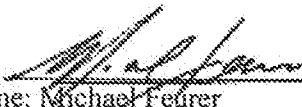
My Commission Expires: 10/22/22

  
Notary Public  
Printed Name:

DEBRA L FOLEY  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01FC6382361  
Qualified in Schenectady County  
My Commission Expires 10/22/22

AGREED TO AND ACCEPTED:

Trans World Entertainment Corporation

By:   
Name: Michael Feurer  
Title: Chief Executive Officer

Address for Notices:  
c/o Trans World Entertainment Corporation  
38 Corporate Circle  
Albany, New York 12203

with a copy to:  
Cahill Gordon & Reindel LLP  
80 Pine Street  
New York, New York 10005-1702  
Attn: Kimberly C. Petillo-Décosard

AGREED TO AND ACCEPTED:

2428392 Inc.

By: 

Name: Douglas Putman

Title: President

Address for Notices:

c/o Sunrise Records

1430 Cormorant Road

Ancaster, Ontario L9G 4V5

with a copy to:

Aird & Berlis LLP

Brookfield Place, 181 Bay Street, Suite 1800

Toronto, Ontario, Canada M5J 1J9

Attn: Tony Gioia

*[Signature Page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 007273 FRAME: 0926**



**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Owner</b>
User-personalized Media Sampling, Recommendation and Purchasing System Using Real-time Inventory Database	US	9,679,320	6/13/2017	Trans World New York LLC
User-personalized Media Sampling, Recommendation and Purchasing System Using Real-time Inventory Database	US	8,768,791	7/1/2014	Trans World New York LLC
Systems and Methods for the Selection and Purchase of Digital Assets	US	8,484,087	7/9/2013	Trans World Entertainment Corp.
Systems and Methods for Acquiring Media Assets	US	8,292,179	10/23/2012	Trans World New York LLC
Digital Content Distribution Systems and Methods	US	7,676,436	3/9/2010	Trans World New York LLC
Systems and Methods for the Selection and Purchase of Digital Assets	US	7,653,574	1/26/2010	Trans World Entertainment Corp.
Listening and viewing station	US	D553,107	10/16/2007	Trans World New York LLC
Listening and viewing station	US	D552,568	10/09/2007	Trans World New York LLC

**Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>	<b>Owner</b>
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User-personalized media sampling, recommendation and purchasing system using real-time inventory database	US	15/618,785	6/9/2017	Trans World New York LLC
Systems and Methods for the Selection and Purchase of Digital Assets	US	8,949,145	2/3/2015	Trans World Entertainment Corporation
Digital content distribution systems and methods	Canada	2599000	2/23/2006	Trans World New York LLC
User-personalized media sampling, recommendation and purchasing system using real-time inventory database	Canada	2457198	8/14/2002	Trans World New York LLC
Systems and methods for the selection and purchase of digital assets	Canada	2552381	12/30/2004	Trans World New York LLC

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Registrant	Mark	Jurisdiction	Registration Number	Registration Date
Trans World New York, LLC	F.Y.E. BACKSTAGE PASS VIP	EU	008236598	4/22/2009
Trans World Entertainment Corporation	EXCELSIOR	Canada	TMA246826	10/9/1997
Trans World New York, LLC	!TU MUSICA; THE WHEREHOUSE (AND DESIGN)	Mexico	585906	8/28/1998
Trans World New York, LLC	RECORD TOWN	US	1451459	8/4/1987
Trans World New York, LLC	SUNCOAST MOTION PICTURE COMPANY	US	1621693	11/6/1990
Trans World New York, LLC	SATURDAY MATINEE	US	1600036	6/5/1990
Trans World New York, LLC	SAM GOODY	US	1661247	10/15/1991
Trans World New York, LLC	F.Y.E.	US	1880186	2/21/1995
Trans World New York, LLC	TRANS WORLD ENTERTAINMENT	US	2112677	11/11/1997
Trans World New York, LLC	SPECS MUSIC	US	1983911	7/2/1996
Trans World New York, LLC	THE WHEREHOUSE	US	2121182	12/16/1997
Trans World New York, LLC	WHEREHOUSE	US	2502374	10/30/2001
Trans World New York, LLC	WHEREHOUSE MUSIC	US	2448231	5/1/2001

Trans World New York, LLC	SATURDAY MATINEE THE MOVIE STORE	US	2203546	11/17/1998
Trans World New York, LLC	FYE	US	2586555	6/25/2002
Trans World New York, LLC	MUSIC FYE MOVIES	US	2565292	4/30/2002
Trans World New York, LLC	COCONUTS MUSIC MOVIES	US	2758439	9/2/2003
Trans World New York, LLC	LOCALEYEZ	US	2779236	11/4/2003
Trans World New York, LLC	F.Y.E. FOR YOUR ENTERTAINMENT	US	2752524	8/19/2003
Trans World New York, LLC	FYE FOR YOUR ENTERTAINMENT MUSIC MOVIES GAMES MORE	US	2755734	8/26/2003
Trans World New York, LLC	WHEREHOUSE.COM	US	3343153	11/27/2007
Trans World New York, LLC	F.Y.E. BACKSTAGE PASS VIP	US	3685668	9/22/2009
Trans World New York, LLC	SATURDAY MATINEE	US	3749751	2/16/2010
Trans World New York, LLC	F.Y.E. TUNES	US	3810532	6/29/2010
Trans World New York, LLC	FOR YOUR ENTERTAINMENT	US	3053923	1/31/2006
Trans World New York, LLC	F.Y.E. BACKSTAGE PASS	US	3188052	12/19/2006
Trans World New York, LLC	F.Y.E.	US	3109282	6/27/2006
Trans World New York, LLC	SECONDSPIN.COM	US	3192557	1/2/2007
Trans World New York, LLC	SECONDSPIN	US	3258581	7/3/2007

Trans World New York, LLC	COCONUTS	US	4442855	12/3/2013
Trans World New York, LLC	PLAY IT. TRADE IT. REPEAT.	US	4510336	4/8/2014
Trans World New York, LLC	FYE.COM	US	4550793	6/17/2014
Trans World New York, LLC	GET YOUR GEEK ON	US	4505496	4/1/2014
Media Logic USA, LLC	MEDIA LOGIC	US	4844747	11/3/2015
Trans World New York, LLC	POPLIVE	US	5223988	6/13/2017
Trans World New York, LLC	VINYL LISTEN IN COLOR	US	5145563	2/21/2017
Trans World New York, LLC	FOOD FIGHT	US	5569254	9/25/2018
Trans World New York, LLC	FYE DLUX	US	5565170	9/18/2018
Trans World New York, LLC	WHEREHOUSE MUSIC	Canada	TMA628175	10/10/2004
Media Logic USA, LLC	MEDIA LOGIC	US	2023241	12/17/1996
Trans World New York, LLC	FYE	US	2660535	12/10/2002
Trans World New York, LLC	NEVER STOP PLAYING	US	2560411	04/09/2002

**Trademark Applications**

None.

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

Owner	Title	Jurisdiction	Registration Number	Registration Date
Trans World New York, LLC	Rhythm & blues & 10 other titles	US	V3505D789	1/13/2004
Trans World New York, LLC	Rhythm & blues & 441 other titles	US	V3598D137	5/14/2010
Trans World New York, LLC	Rhythm & blues & 455 other titles	US	V9942D464	1/23/2017
Trans World Entertainment Corporation	Mirage band play the best of the Eagles: instrumental covers & 441 other titles (part 1 of 3)	US	V3540D613	7/12/2006
Trans World Entertainment Corporation	Mirage band play the best of the Eagles: instrumental covers & 441 other titles (part 2 of 3)	US	V3540D614	7/12/2006
Trans World Entertainment Corporation	Mirage band play the best of the Eagles: instrumental covers & 441 other titles (part 3 of 3)	US	V3540D615	7/12/2006
Trans World Entertainment Corporation	Rhythm & blues & 10 other titles	US	V3505D789	1/13/2004
Trans World Entertainment Corporation	Rhythm & blues & 13 other titles	US	V3502D724	10/15/2003
Trans World Entertainment Corporation	Rhythm & blues & 441 other titles	US	V3598D137	5/14/2010

**Copyright Applications**

None.

**SCHEDULE 4**

**ASSIGNED DOMAIN NAMES AND BUYER'S REGISTRAR**

<b>Registrar</b>	<b>Domain Name</b>	<b>Full URL</b>
Network Solutions, LLC	coconuts.com	http://www.coconuts.com
Network Solutions, LLC	f-y-e.com	http://www.f-y-e.com
Network Solutions, LLC	foryourentertainment.com	http://www.foryourentertainment.com
Network Solutions, LLC	fye.com	http://www.fye.com
Network Solutions, LLC	fyetunes.com	http://www.fyetunes.com
Network Solutions, LLC	mediaplay.com	http://www.mediaplay.com
Network Solutions, LLC	myfye.com	http://www.myfye.com
Network Solutions, LLC	recordandtapetraders.com	http://www.recordandtapetraders.com
Network Solutions, LLC	samgoody.com	http://www.samgoody.com
Network Solutions, LLC	secondspin.com	http://www.secondspin.com
Network Solutions, LLC	spinstreet.com	http://www.spinstreet.com
Network Solutions, LLC	suncoast.com	http://www.suncoast.com
TWE.Digital <sup>1</sup>	twec.io	http://www.twec.io
TWE.Digital <sup>2</sup>	twecdev.com	http://www.twecdev.com
TWE.Digital <sup>3</sup>	twecdev.net	http://www.twecdev.net
TWE.Digital <sup>4</sup>	twecdwh.com	http://www.twecdwh.com
TWE.Digital <sup>5</sup>	twecdwh.net	http://www.twecdwh.net

<sup>1</sup> Registrar for these domain names is NameCheap, Inc.

<sup>2</sup> Registrar for these domain names is NameCheap, Inc.

<sup>3</sup> Registrar for these domain names is NameCheap, Inc.

<sup>4</sup> Registrar for these domain names is NameCheap, Inc.

<sup>5</sup> Registrar for these domain names is NameCheap, Inc.



TWE.Digital <sup>6</sup>	twecprd.com	http:www.twecprd.com
TWE.Digital <sup>7</sup>	twecprd.net	http:www.twecprd.net
TWE.Digital <sup>8</sup>	twedigital.com	http:www.twedigital.com
TWE.Digital <sup>9</sup>	twedigital.me	http:www.twedigital.me
TWE.Digital <sup>10</sup>	twedigital.net	http:www.twedigital.net

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<sup>6</sup> Registrar for these domain names is NameCheap, Inc.

<sup>7</sup> Registrar for these domain names is NameCheap, Inc.

<sup>8</sup> Registrar for these domain names is NameCheap, Inc.

<sup>9</sup> Registrar for these domain names is NameCheap, Inc.

<sup>10</sup> Registrar for these domain names is NameCheap, Inc.



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 24, 2020

PTAS

CT CORPORATION  
4400 EASTON COMMONS WAY  
SUITE 125  
COLUMBUS, OH 43219

# 900546170

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 02/21/2020

REEL/FRAME: 6921/0618  
NUMBER OF PAGES: 18

BRIEF: ASSIGNS THE ENTIRE INTEREST

ASSIGNOR:  
RECORD TOWN, INC.

DOC DATE: 02/20/2020  
CITIZENSHIP: NEW YORK  
ENTITY: CORPORATION

ASSIGNOR:  
TRANS WORLD NEW YORK, LLC

DOC DATE: 02/20/2020  
CITIZENSHIP: NEW YORK  
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:  
RECORD TOWN USA, LLC

DOC DATE: 02/20/2020  
CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:  
RECORD TOWN UTAH LLC

DOC DATE: 02/20/2020  
CITIZENSHIP: UTAH  
ENTITY: LIMITED LIABILITY COMPANY

## ASSIGNOR:

TRANS WORLD FL LLC

DOC DATE: 02/20/2020

CITIZENSHIP: FLORIDA

ENTITY: LIMITED LIABILITY COMPANY

## ASSIGNEE:

2428392 INC.

CITIZENSHIP: DELAWARE

ENTITY: CORPORATION

C/O SUNRISE RECORDS, 1430 CORMORANT  
ROAD  
ANCASTER, ONTARIO, CANADA L9G 4V5

SERIAL NUMBER: 73598586

FILING DATE: 05/13/1986

REGISTRATION NUMBER: 1451459

REGISTRATION DATE: 08/04/1987

MARK: RECORD TOWN

DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN  
STYLIZED FORM

SERIAL NUMBER: 73802966

FILING DATE: 05/26/1989

REGISTRATION NUMBER: 1621693

REGISTRATION DATE: 11/06/1990

MARK: SUNCOAST MOTION PICTURE COMPANY

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 73816150

FILING DATE: 07/31/1989

REGISTRATION NUMBER: 1600036

REGISTRATION DATE: 06/05/1990

MARK: SATURDAY MATINEE

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 74100035

FILING DATE: 09/24/1990

REGISTRATION NUMBER: 1661247

REGISTRATION DATE: 10/15/1991

MARK: SAM GOODY

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 74477804

FILING DATE: 01/10/1994

REGISTRATION NUMBER: 1880186

REGISTRATION DATE: 02/21/1995

MARK: F.Y.E.

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 74677423

FILING DATE: 05/16/1995

REGISTRATION NUMBER: 2112677

REGISTRATION DATE: 11/11/1997

MARK: TRANS WORLD ENTERTAINMENT

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 74681367

FILING DATE: 05/23/1995

REGISTRATION NUMBER: 1983911

REGISTRATION DATE: 07/02/1996

MARK: SPECS MUSIC

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 74700508

FILING DATE: 07/13/1995

REGISTRATION NUMBER: 2023241

REGISTRATION DATE: 12/17/1996

MARK: MEDIA LOGIC

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 75157536

FILING DATE: 08/29/1996

REGISTRATION NUMBER: 2121182

REGISTRATION DATE: 12/16/1997

MARK: THE WHEREHOUSE

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 75229031 FILING DATE: 01/21/1997  
REGISTRATION NUMBER: 2203546 REGISTRATION DATE: 11/17/1998  
MARK: SATURDAY MATINEE THE MOVIE STORE  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 75504069 FILING DATE: 06/17/1998  
REGISTRATION NUMBER: 2502374 REGISTRATION DATE: 10/30/2001  
MARK: WHEREHOUSE  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 75637485 FILING DATE: 02/10/1999  
REGISTRATION NUMBER: 2448231 REGISTRATION DATE: 05/01/2001  
MARK: WHEREHOUSE MUSIC  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76191759 FILING DATE: 01/10/2001  
REGISTRATION NUMBER: 2586555 REGISTRATION DATE: 06/25/2002  
MARK: FYE  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76224568 FILING DATE: 03/14/2001  
REGISTRATION NUMBER: 2660535 REGISTRATION DATE: 12/10/2002  
MARK: FYE  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 76258457 FILING DATE: 05/18/2001  
REGISTRATION NUMBER: 2560411 REGISTRATION DATE: 04/09/2002  
MARK: NEVER STOP PLAYING  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76279528 FILING DATE: 07/02/2001  
REGISTRATION NUMBER: 2565292 REGISTRATION DATE: 04/30/2002  
MARK: MUSIC FYE MOVIES  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 76432376 FILING DATE: 07/17/2002  
REGISTRATION NUMBER: 2758439 REGISTRATION DATE: 09/02/2003  
MARK: COCONUTS MUSIC MOVIES  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 76446859 FILING DATE: 08/20/2002  
REGISTRATION NUMBER: 2779236 REGISTRATION DATE: 11/04/2003  
MARK: LOCALEYEZ  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76452221 FILING DATE: 09/20/2002  
REGISTRATION NUMBER: 2752524 REGISTRATION DATE: 08/19/2003  
MARK: F.Y.E. FOR YOUR ENTERTAINMENT  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76452222 FILING DATE: 09/20/2002  
REGISTRATION NUMBER: 2755734 REGISTRATION DATE: 08/26/2003  
MARK: FYE FOR YOUR ENTERTAINMENT MUSIC MOVIESGAMES MORE  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 77124530 REGISTRATION NUMBER: 3343153 MARK: WHEREHOUSE.COM DRAWING TYPE: STANDARD CHARACTER MARK	FILING DATE: 03/07/2007 REGISTRATION DATE: 11/27/2007
SERIAL NUMBER: 77682038 REGISTRATION NUMBER: 3685668 MARK: F.Y.E. BACKSTAGE PASS VIP DRAWING TYPE: STANDARD CHARACTER MARK	FILING DATE: 03/03/2009 REGISTRATION DATE: 09/22/2009
SERIAL NUMBER: 77784701 REGISTRATION NUMBER: 3749751 MARK: SATURDAY MATINEE DRAWING TYPE: STANDARD CHARACTER MARK	FILING DATE: 07/20/2009 REGISTRATION DATE: 02/16/2010
SERIAL NUMBER: 77868395 REGISTRATION NUMBER: 3810532 MARK: F.Y.E. TUNES DRAWING TYPE: STANDARD CHARACTER MARK	FILING DATE: 11/09/2009 REGISTRATION DATE: 06/29/2010
SERIAL NUMBER: 78502678 REGISTRATION NUMBER: 3053923 MARK: FOR YOUR ENTERTAINMENT DRAWING TYPE: STANDARD CHARACTER MARK	FILING DATE: 10/20/2004 REGISTRATION DATE: 01/31/2006
SERIAL NUMBER: 78544856 REGISTRATION NUMBER: 3188052 MARK: F.Y.E. BACKSTAGE PASS DRAWING TYPE: STANDARD CHARACTER MARK	FILING DATE: 01/10/2005 REGISTRATION DATE: 12/19/2006
SERIAL NUMBER: 78667312 REGISTRATION NUMBER: 3109282 MARK: F.Y.E. DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S) /NUMBER(S)	FILING DATE: 07/11/2005 REGISTRATION DATE: 06/27/2006
SERIAL NUMBER: 78765620 REGISTRATION NUMBER: 3192557 MARK: SECONDSPIN.COM DRAWING TYPE: STANDARD CHARACTER MARK	FILING DATE: 12/02/2005 REGISTRATION DATE: 01/02/2007
SERIAL NUMBER: 78961525 REGISTRATION NUMBER: 3258581 MARK: SECONDSPIN DRAWING TYPE: STANDARD CHARACTER MARK	FILING DATE: 08/28/2006 REGISTRATION DATE: 07/03/2007
SERIAL NUMBER: 85876372 REGISTRATION NUMBER: 4442855 MARK: COCONUTS DRAWING TYPE: STANDARD CHARACTER MARK	FILING DATE: 03/14/2013 REGISTRATION DATE: 12/03/2013
SERIAL NUMBER: 86044804 REGISTRATION NUMBER: 4510336 MARK: PLAY IT. TRADE IT. REPEAT. DRAWING TYPE: STANDARD CHARACTER MARK	FILING DATE: 08/22/2013 REGISTRATION DATE: 04/08/2014
SERIAL NUMBER: 86079498 REGISTRATION NUMBER: 4550793 MARK: FYE.COM DRAWING TYPE: STANDARD CHARACTER MARK	FILING DATE: 10/01/2013 REGISTRATION DATE: 06/17/2014

SERIAL NUMBER: 86096993  
REGISTRATION NUMBER: 4505496  
MARK: GET YOUR GEEK ON  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/21/2013  
REGISTRATION DATE: 04/01/2014

SERIAL NUMBER: 86562169  
REGISTRATION NUMBER: 4844747  
MARK: MEDIA LOGIC  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

FILING DATE: 03/12/2015  
REGISTRATION DATE: 11/03/2015

SERIAL NUMBER: 86820185  
REGISTRATION NUMBER: 5223988  
MARK: POPLIVE  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/13/2015  
REGISTRATION DATE: 06/13/2017

SERIAL NUMBER: 87085274  
REGISTRATION NUMBER: 5145563  
MARK: VINYL LISTEN IN COLOR  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

FILING DATE: 06/27/2016  
REGISTRATION DATE: 02/21/2017

SERIAL NUMBER: 87780077  
REGISTRATION NUMBER: 5569254  
MARK: FOOD FIGHT  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 02/01/2018  
REGISTRATION DATE: 09/25/2018

SERIAL NUMBER: 87780280  
REGISTRATION NUMBER: 5565170  
MARK: FYE DLUX  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 02/01/2018  
REGISTRATION DATE: 09/18/2018

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM573211

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900536597

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Record Town, Inc.		02/20/2020	Corporation: NEW YORK
Trans World New York, LLC		02/20/2020	Limited Liability Company: NEW YORK
Record Town USA, LLC		02/20/2020	Limited Liability Company: DELAWARE
Record Town Utah LLC		02/20/2020	Limited Liability Company: UTAH
Trans World FL LLC		02/20/2020	Limited Liability Company: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	2428392 Inc.
<b>Street Address:</b>	c/o Sunrise Records, 1430 Cormorant Road
<b>City:</b>	Ancaster, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L9G 4V5
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	1451459	RECORD TOWN
Registration Number:	1621693	SUNCOAST MOTION PICTURE COMPANY
Registration Number:	1600036	SATURDAY MATINEE
Registration Number:	1661247	SAM GOODY
Registration Number:	1880186	F.Y.E.
Registration Number:	2112677	TRANS WORLD ENTERTAINMENT
Registration Number:	1983911	SPECS MUSIC
Registration Number:	2121182	THE WHEREHOUSE
Registration Number:	2502374	WHEREHOUSE
Registration Number:	2448231	WHEREHOUSE MUSIC
Registration Number:	2203546	SATURDAY MATINEE THE MOVIE STORE
Registration Number:	2586555	FYE

TRADEMARK

REEL: 007273 FRAME: 0941

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of February 20, 2020, is made by Record Town, Inc., a New York corporation, Record Town USA LLC, a Delaware limited liability company, Record Town Utah LLC, a Utah limited liability company, Trans World FL LLC, a Florida limited liability company, Trans World New York, LLC, a New York limited liability company (collectively, the “**Seller**”), located at 38 Corporate Circle, Albany, New York 12203, in favor of 2428392 Inc. (“**Buyer**”), a Delaware corporation, located at 1430 Cormorant Road, Ancaster, Ontario L9G 4V5, the purchaser of certain assets of Seller pursuant to an ASSET PURCHASE AGREEMENT by and between Buyer, Seller, and solely with respect to Sections 6.3, 6.13, 6.14, and 10.13 of the Purchase Agreement, Trans World Entertainment Corporation, a New York corporation, and solely with respect to Section 10.14, 2428391 Ontario Inc. o/a Sunrise Records, an Ontario corporation (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and the Canadian Intellectual Property Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in, to, and under the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, and applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) the assigned domain names set forth on Schedule 4 hereto, including the current registration thereof with the domain name registry identified by the Seller (such person the “**Seller’s Registrar**”) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (the “**Domain Names**”);

(e) any trademark rights in any jurisdiction Seller may have in the domain name or trademark incorporating the Assigned Domain Names or any second level domain (the “**Marks**”), including any goodwill associated therewith;



(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Transfer of Domain Name. Within one (1) business day following full execution of this IP Assignment, Seller shall execute all documents, papers, forms, and authorizations, and take such other actions as are reasonably necessary and requested by Buyer to effectuate the transfer of ownership and control of the Assigned Domain Names to Buyer, and cause the Assigned Domain Names to be registered/enable Buyer to register the Assigned Domain Names in the name of Buyer with the domain name registry identified by the Buyer such person the "**Buyer's Registrar**"). The Assigned Domain Names will be deemed transferred ("**Transfer**") when:

(i) Buyer's Registrar has confirmed the transfer in accordance with its procedures therefor;

(ii) the applicable WHOIS database identifies Buyer as the registrant of the Assigned Domain Names; and

(iii) the Buyer has administrative and technical access to the Assigned Domain Names, and sole control over where the Assigned Domain Names point.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the Registrar in the Canadian Intellectual Property Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, at Buyer's and its successors' and assigns' sole cost and expense, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

4. Terms of the Asset Purchase Agreement. This IP Assignment is executed and delivered pursuant to the Asset Purchase Agreement. Nothing in this IP Assignment shall alter any liability or obligations arising under the Asset Purchase Agreement, which shall (without limiting the generality of the foregoing) govern, and shall contain the sole and exclusive representations, warranties and obligations of the parties with respect to the Assigned IP. In the event of a conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this IP Assignment, nothing herein is intended to be a representation or warranty, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Asset Purchase Agreement.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed

copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Record Town, Inc.  
Trans World New York, LLC  
Record Town USA LLC  
Record Town Utah LLC  
Trans World FL LLC

By:   
Name: Michael Feurer  
Title: Chief Executive Officer

Address for Notices:  
c/o Trans World Entertainment Corporation  
38 Corporate Circle  
Albany, New York 12203

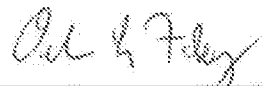
with a copy to:  
Cahill Gordon & Reindel LLP  
80 Pine Street  
New York, New York 10005-1702  
Attn: Kimberly C. Petillo-Décosard

ACKNOWLEDGMENT

STATE OF NEW YORK )  
 )SS.  
COUNTY OF ALBANY )

On the 13<sup>th</sup> day of February, 2020, before me personally appeared Michael Feurer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Seller, and acknowledged the instrument to be the free act and deed of Seller for the uses and purposes mentioned in the instrument.

My Commission Expires: 10/22/22

  
Notary Public  
Printed Name:

DEBRA L FOLEY  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01FO6382361  
Qualified in Schenectady County  
My Commission Expires 10/22/22

AGREED TO AND ACCEPTED:

2428392 Inc.

By: 

Name: Douglas Putman  
Title: President

Address for Notices:  
c/o Sunrise Records  
1430 Cormorant Road  
Ancaster, Ontario L9G 4V5

with a copy to:  
Aird & Berlis LLP  
Brookfield Place, 181 Bay Street, Suite 1800  
Toronto, Ontario, Canada M5J 1Z9  
Attn: Tony Gioia

*[Signature Page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 007273 FRAME: 0946**

**SCHEDULE 1****ASSIGNED PATENTS AND PATENT APPLICATIONS****Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Owner</b>
User-personalized Media Sampling, Recommendation and Purchasing System Using Real-time Inventory Database	US	9,679,320	6/13/2017	Trans World New York LLC
User-personalized Media Sampling, Recommendation and Purchasing System Using Real-time Inventory Database	US	8,768,791	7/1/2014	Trans World New York LLC
Systems and Methods for the Selection and Purchase of Digital Assets	US	8,484,087	7/9/2013	Trans World Entertainment Corp.
Systems and Methods for Acquiring Media Assets	US	8,292,179	10/23/2012	Trans World New York LLC
Digital Content Distribution Systems and Methods	US	7,676,436	3/9/2010	Trans World New York LLC
Systems and Methods for the Selection and Purchase of Digital Assets	US	7,653,574	1/26/2010	Trans World Entertainment Corp.
Listening and viewing station	US	D553,107	10/16/2007	Trans World New York LLC
Listening and viewing station	US	D552,568	10/09/2007	Trans World New York LLC

**Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>	<b>Owner</b>
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User-personalized media sampling, recommendation and purchasing system using real-time inventory database	US	15/618,785	6/9/2017	Trans World New York LLC
Systems and Methods for the Selection and Purchase of Digital Assets	US	8,949,145	2/3/2015	Trans World Entertainment Corporation
Digital content distribution systems and methods	Canada	2599000	2/23/2006	Trans World New York LLC
User-personalized media sampling, recommendation and purchasing system using real-time inventory database	Canada	2457198	8/14/2002	Trans World New York LLC
Systems and methods for the selection and purchase of digital assets	Canada	2552381	12/30/2004	Trans World New York LLC

**SCHEDULE 2**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations**

<b>Registrant</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Trans World New York, LLC	F.Y.E. BACKSTAGE PASS VIP	EU	008236598	4/22/2009
Trans World Entertainment Corporation	EXCELSIOR	Canada	TMA246826	10/9/1997
Trans World New York, LLC	!TU MUSICA; THE WHEREHOUSE (AND DESIGN)	Mexico	585906	8/28/1998
Trans World New York, LLC	RECORD TOWN	US	1451459	8/4/1987
Trans World New York, LLC	SUNCOAST MOTION PICTURE COMPANY	US	1621693	11/6/1990
Trans World New York, LLC	SATURDAY MATINEE	US	1600036	6/5/1990
Trans World New York, LLC	SAM GOODY	US	1661247	10/15/1991
Trans World New York, LLC	F.Y.E.	US	1880186	2/21/1995
Trans World New York, LLC	TRANS WORLD ENTERTAINMENT	US	2112677	11/11/1997
Trans World New York, LLC	SPECS MUSIC	US	1983911	7/2/1996
Trans World New York, LLC	THE WHEREHOUSE	US	2121182	12/16/1997
Trans World New York, LLC	WHEREHOUSE	US	2502374	10/30/2001
Trans World New York, LLC	WHEREHOUSE MUSIC	US	2448231	5/1/2001

Trans World New York, LLC	SATURDAY MATINEE THE MOVIE STORE	US	2203546	11/17/1998
Trans World New York, LLC	FYE	US	2586555	6/25/2002
Trans World New York, LLC	MUSIC FYE MOVIES	US	2565292	4/30/2002
Trans World New York, LLC	COCONUTS MUSIC MOVIES	US	2758439	9/2/2003
Trans World New York, LLC	LOCALEYEZ	US	2779236	11/4/2003
Trans World New York, LLC	F.Y.E. FOR YOUR ENTERTAINMENT	US	2752524	8/19/2003
Trans World New York, LLC	FYE FOR YOUR ENTERTAINMENT MUSIC MOVIES GAMES MORE	US	2755734	8/26/2003
Trans World New York, LLC	WHEREHOUSE.COM	US	3343153	11/27/2007
Trans World New York, LLC	F.Y.E. BACKSTAGE PASS VIP	US	3685668	9/22/2009
Trans World New York, LLC	SATURDAY MATINEE	US	3749751	2/16/2010
Trans World New York, LLC	F.Y.E. TUNES	US	3810532	6/29/2010
Trans World New York, LLC	FOR YOUR ENTERTAINMENT	US	3053923	1/31/2006
Trans World New York, LLC	F.Y.E. BACKSTAGE PASS	US	3188052	12/19/2006
Trans World New York, LLC	F.Y.E.	US	3109282	6/27/2006
Trans World New York, LLC	SECONDSPIN.COM	US	3192557	1/2/2007
Trans World New York, LLC	SECONDSPIN	US	3258581	7/3/2007



Trans World New York, LLC	COCONUTS	US	4442855	12/3/2013
Trans World New York, LLC	PLAY IT. TRADE IT. REPEAT.	US	4510336	4/8/2014
Trans World New York, LLC	FYE.COM	US	4550793	6/17/2014
Trans World New York, LLC	GET YOUR GEEK ON	US	4505496	4/1/2014
Media Logic USA, LLC	MEDIA LOGIC	US	4844747	11/3/2015
Trans World New York, LLC	POPLIVE	US	5223988	6/13/2017
Trans World New York, LLC	VINYL LISTEN IN COLOR	US	5145563	2/21/2017
Trans World New York, LLC	FOOD FIGHT	US	5569254	9/25/2018
Trans World New York, LLC	FYE DLUX	US	5565170	9/18/2018
Trans World New York, LLC	WHEREHOUSE MUSIC	Canada	TMA628175	10/10/2004
Media Logic USA, LLC	MEDIA LOGIC	US	2023241	12/17/1996
Trans World New York, LLC	FYE	US	2660535	12/10/2002
Trans World New York, LLC	NEVER STOP PLAYING	US	2560411	04/09/2002

**Trademark Applications**

None.

**SCHEDULE 3**

**ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

**Copyright Registrations**

<b>Owner</b>	<b>Title</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Trans World New York, LLC	Rhythm & blues & 10 other titles	US	V3505D789	1/13/2004
Trans World New York, LLC	Rhythm & blues & 441 other titles	US	V3598D137	5/14/2010
Trans World New York, LLC	Rhythm & blues & 455 other titles	US	V9942D464	1/23/2017
Trans World Entertainment Corporation	Mirage band play the best of the Eagles: instrumental covers & 441 other titles (part 1 of 3)	US	V3540D613	7/12/2006
Trans World Entertainment Corporation	Mirage band play the best of the Eagles: instrumental covers & 441 other titles (part 2 of 3)	US	V3540D614	7/12/2006
Trans World Entertainment Corporation	Mirage band play the best of the Eagles: instrumental covers & 441 other titles (part 3 of 3)	US	V3540D615	7/12/2006
Trans World Entertainment Corporation	Rhythm & blues & 10 other titles	US	V3505D789	1/13/2004
Trans World Entertainment Corporation	Rhythm & blues & 13 other titles	US	V3502D724	10/15/2003
Trans World Entertainment Corporation	Rhythm & blues & 441 other titles	US	V3598D137	5/14/2010

**Copyright Applications**

None.

**SCHEDULE 4**

**ASSIGNED DOMAIN NAMES AND BUYER'S REGISTRAR**

<b>Registrar</b>	<b>Domain Name</b>	<b>Full URL</b>
Network Solutions, LLC	coconuts.com	http://www.coconuts.com
Network Solutions, LLC	f-y-e.com	http://www.f-y-e.com
Network Solutions, LLC	foryourentertainment.com	http://www.foryourentertainment.com
Network Solutions, LLC	fye.com	http://www.fye.com
Network Solutions, LLC	fyetunes.com	http://www.fyetunes.com
Network Solutions, LLC	mediaplay.com	http://www.mediaplay.com
Network Solutions, LLC	myfye.com	http://www.myfye.com
Network Solutions, LLC	recordandtapetraders.com	http://www.recordandtapetraders.com
Network Solutions, LLC	samgoody.com	http://www.samgoody.com
Network Solutions, LLC	secondspin.com	http://www.secondspin.com
Network Solutions, LLC	spinstreet.com	http://www.spinstreet.com
Network Solutions, LLC	suncoast.com	http://www.suncoast.com
TWE.Digital <sup>1</sup>	twec.io	http://www.twec.io
TWE.Digital <sup>2</sup>	twecdev.com	http://www.twecdev.com
TWE.Digital <sup>3</sup>	twecdev.net	http://www.twecdev.net
TWE.Digital <sup>4</sup>	twecdwh.com	http://www.twecdwh.com
TWE.Digital <sup>5</sup>	twecdwh.net	http://www.twecdwh.net

<sup>1</sup> Registrar for these domain names is NameCheap, Inc.

<sup>2</sup> Registrar for these domain names is NameCheap, Inc.

<sup>3</sup> Registrar for these domain names is NameCheap, Inc.

<sup>4</sup> Registrar for these domain names is NameCheap, Inc.

<sup>5</sup> Registrar for these domain names is NameCheap, Inc.

TWE.Digital <sup>6</sup>	twecprd.com	http:www.twecprd.com
TWE.Digital <sup>7</sup>	twecprd.net	http:www.twecprd.net
TWE.Digital <sup>8</sup>	twedigital.com	http:www.twedigital.com
TWE.Digital <sup>9</sup>	twedigital.me	http:www.twedigital.me
TWE.Digital <sup>10</sup>	twedigital.net	http:www.twedigital.net

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<sup>6</sup> Registrar for these domain names is NameCheap, Inc.

<sup>7</sup> Registrar for these domain names is NameCheap, Inc.

<sup>8</sup> Registrar for these domain names is NameCheap, Inc.

<sup>9</sup> Registrar for these domain names is NameCheap, Inc.

<sup>10</sup> Registrar for these domain names is NameCheap, Inc.