

02-27-2002

U.S. Patent & TMO/TM Mail Rpt Dt. #22

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MRO
2/27/02

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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 Assignment.)

FOR OFFICE USE ONLY

03/06/2002 TDIAZ1 00000156 75927651

40.00 DP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75927651"/>	<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"/>	<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"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kathy Silberthau Strom

Kathy Silberthau Strom

2-27-02

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF SERVICE MARKS

THIS AGREEMENT is effective as of February 24, 2000

between Trans World Entertainment Corporation, a corporation organized and existing under the laws of New York and having its principal place of business at 38 Corporate Circle, Albany, New York 12203 (the "Assignor") and Trans World New York, LLC, a limited liability company, organized and existing under the laws of New York and having its principal place of business at 38 Corporate Circle, Albany, New York 12203, (the "Assignee"). Assignee is an indirect, lower-tiered entity of Assignor.

WHEREAS, the Assignor has adopted, has used, and is using the following service mark:

	<u>U.S. Application. No.</u>	<u>Application Filed</u>
TWEC.COM-THE WEB'S ENTERTAINMENT CENTER	75/927,651	February 24, 2000

(the "Mark"); and

WHEREAS, the Assignee desires to acquire the Mark and any registrations thereof, together with the associated goodwill of the Assignor's business, and the Assignor wishes to convey and transfer to the Assignee the Mark, any registrations thereof and the associated goodwill;

NOW, THEREFORE, in consideration of the mutual agreement herein provided, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignment.

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee all of its right, title and interest in and to the Mark and any registrations thereof or applications therefor, together with the associated goodwill of the Assignor's business symbolized by the Mark, and all rights in the Mark, including the right to file for protection around the world on the Mark, and the right to renew any registrations on the Mark, including the right to sue for past and future infringement of the Mark, to be used as fully and entirely as said rights would have been held and enjoyed by the Assignor had this assignment and transfer not been made.

2. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

3. Amendment of Agreement. No modification, changes, or additions to this Assignment shall be effective except by

written amendment executed by both parties.

4. Severability. The invalidity of any provision of this Assignment shall not affect the enforceability of any other provisions of this Assignment. The invalidity of any provision of this Assignment shall merely render such invalid provision ineffective.

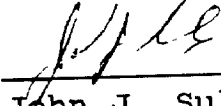
5. Governing Law. The parties hereby agree that this Assignment shall be governed by and construed under and in accordance with the laws of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as a sealed instrument as of the day and year written below.

TRANS WORLD ENTERTAINMENT
CORPORATION

Dated: 2-20-02, 2002

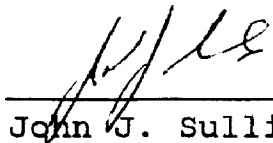
By: _____


John J. Sullivan
Chief Financial Officer

TRANS WORLD NEW YORK, LLC
By: Record Town Michigan, Inc.,
its member

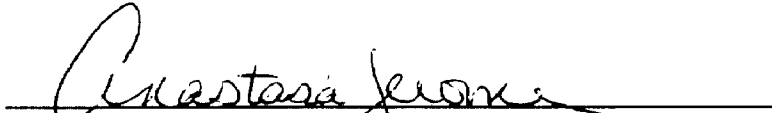
Dated: 2-20-02, 2002

By:



John J. Sullivan
Treasurer

On this 20th day of February, 2002,
before me appeared John J. Sullivan,
who signed this instrument and who
acknowledged that he signed it on
behalf of Trans World New York LLC with
authority to do so.


Notary Public

Anastasia Jerome
Notary Public, State of New York
Qualified in Saratoga County
Commission Expires Oct. 29, 20 05

Anastasia Jerome
Notary Public, State of New York
No. 01JE6065782
Qualified in Saratoga County
Commission Expires Oct. 29, 20 05