

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hastings Entertainment, Inc.		09/27/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Calendar Holdings LLC		
Street Address:	6411 Burluson Road		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78744		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3857073	HASTINGS BOOKS MUSIC VIDEO	
Registration Number:	4207690	READMOR	
Registration Number:	4207689	READMOR EBOOKS	
Registration Number:	4043436	TRADESMART BUY FOR LESS. SELL FOR MORE.	
Registration Number:	4042914	TRADESMART	
Registration Number:	3162724	HASTINGS DISCOVER YOUR ENTERTAINMENT	
Registration Number:	3162389	HASTINGS DISCOVER YOUR ENTERTAINMENT	
Registration Number:	3927484	HARDBACK COFFEE CAFÉ	
Registration Number:	3824874	GOHASTINGS.COM	
Registration Number:	3824873	GOHASTINGS.COM	
Registration Number:	3824872	GOHASTINGS	
Registration Number:	3852708	HASTINGS	
Registration Number:	2876529	HASTINGS YOUR ENTERTAINMENT SUPERSTORE	
Registration Number:	2931959	MOVIESTOP	
Registration Number:	3800272	MOVIESTOP	
Registration Number:	3800271	MOVIESTOP	
Registration Number:	3608477	MOVIESTOP	
Registration Number:	3608476	MOVIESTOP	
Registration Number:	3925882	MOVIESTOP	

CH \$615.00 3857073

Property Type	Number	Word Mark
Registration Number:	3911431	MOVIESTOP
Registration Number:	3911430	MOVIESTOP
Registration Number:	3558755	BUY MOVIESTOP TRADE
Registration Number:	3558754	MOVIESTOP
Registration Number:	3110314	MOVIESTOP BUY SELL TRADE

CORRESPONDENCE DATA

Fax Number:

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.

Email: DianaV@calendars.com

Correspondent Name: Calendar Holdings LLC

Address Line 1: 6411 Burleson Road

Address Line 4: Austin, TEXAS 78744

NAME OF SUBMITTER:	Lauren Willens
SIGNATURE:	/Lauren Willens/
DATE SIGNED:	07/19/2021

Total Attachments: 23

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re

DRAW ANOTHER CIRCLE, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No.: 16-11452 (KJC)

(Jointly Administered)

Re: Docket Nos. 16, 260, 713, 728, 729 & 745

**ORDER (I) AUTHORIZING THE DEBTORS TO SELL
CERTAIN INTELLECTUAL PROPERTY ASSETS FREE AND CLEAR OF ALL LIENS,
CLAIMS AND ENCUMBRANCES AND (II) GRANTING CERTAIN RELATED RELIEF**

Upon the motion (the “**Motion**”) [D.I. 16] of the Debtors, pursuant to section 363 of the Bankruptcy Code, Rules 2002 and 6004 of the Bankruptcy Rules and Local Rule 6004-1, for authorization for the Debtors to sell substantially all of their assets free and clear of all liens, claims, encumbrances and other interests, as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to under the particular circumstances and no further notice being necessary; and the relief requested in the Motion being in the best interests of the Debtors and their estates; and the Court having reviewed the Motion and the *Declaration of Gabriel Fried in Support of the Sale of Certain Intellectual Property* [D.I. 728] (the “Fried Declaration”); and the Court having determined that

¹ The Debtors and the last four digits of their respective federal taxpayer identification numbers are as follows: Draw Another Circle, LLC (2102); Hastings Entertainment, Inc. (6375); MovieStop, LLC (9645); SP Images, Inc. (7773); and Hastings Internet, Inc. (0809). The Debtors’ executive headquarters are located at 3601 Plains Boulevard, Amarillo, TX 79102.

the legal and factual bases set forth in the Motion and Fried Declaration establish just cause for the relief granted herein; and upon all of the proceedings had before the Court, and after due deliberation and sufficient cause appearing therefor, it is

ORDERED, ADJUDGED, AND DECREED THAT:

1. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized and empowered to perform under, consummate and implement, that certain Bill of Sale and Intellectual Property Assignment dated as of September 27, 2016 and attached hereto as **Exhibit 1** (the “**Purchase Agreement**”),² together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and to take all further actions as may be reasonably required for the purpose of assigning, transferring, granting, conveying and conferring the Purchased Assets to the Purchaser or as may be necessary or appropriate to the performance of the obligations as contemplated by the Purchase Agreement.

2. Pursuant to section 363(f) of the Bankruptcy Code, the sale shall be free and clear of any and all liens, claims and encumbrances against the Purchased Assets, with such liens, claims and encumbrances, if any, attaching to the proceeds of the sale with the same force, effect, and priority as such liens, claims and encumbrances, if any, have on the Purchased Assets, as appropriate.

3. The transactions contemplated by the Purchase Agreement are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the sale of the Purchased Assets to the Purchaser, unless such authorization is duly stayed pending such appeal. The Purchaser is a

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

purchaser in good faith of the Purchased Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

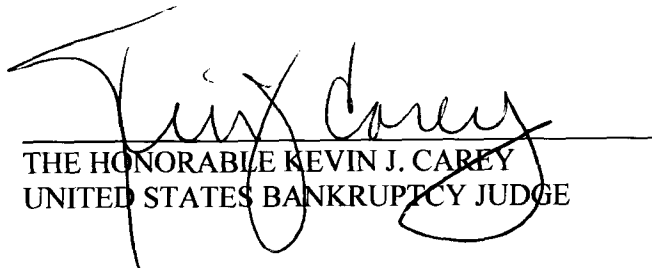
4. The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

5. Nothing in this Order or the Purchase Agreement shall alter, conflict with, or derogate from, the provisions of the Agency Agreement dated July 20, 2016 between Hastings Entertainment, Inc. and a contractual joint venture composed of Hilco Merchant Resources and Gordon Brothers Retail Partners, LLC or the terms of the Order Authorizing (I) the Sale of Certain of the Debtors' Assets Free and Clear of all Claims, Liens, Liabilities, Rights, Interests and Encumbrances, (II) the Debtors to Enter into and Perform their Obligations Under the Agency Agreement, and (III) and Granting Related Relief [D.I. 449].

6. Any stay under Bankruptcy Rule 6004 (to the extent applicable) is hereby waived.

7. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: Sept 28, 2016
Wilmington, Delaware



THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

EXECUTION VERSION

BILL OF SALE AND INTELLECTUAL PROPERTY ASSIGNMENT

This BILL OF SALE AND INTELLECTUAL PROPERTY ASSIGNMENT (this "*Agreement*") is entered into as of September 27, 2016, by and between Hastings Entertainment, Inc., a Texas corporation ("*Hastings*"), MovieStop, LLC, a Delaware limited liability company ("*MovieStop*"), and Hastings Internet, Inc., a Nevada corporation (together with Moviestop and Hastings, collectively, "*Sellers*," and each of them, a "*Seller*"), and Calendars.com L.L.C., a limited liability company ("*Purchaser*").

RECITALS

WHEREAS, on June 13, 2016 (the "*Filing Date*"), Sellers filed a voluntary petition under chapter 11 of title 11 of the United States Code, Section 101, et seq. (the "*Bankruptcy Code*"), jointly administered under case number 16-11452 (the "*Bankruptcy Case*"), in the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*");

WHEREAS, the Sellers are in the process of liquidating their assets and winding down their estates and, in connection with such efforts, have conducted a process to sell the assets described herein;

WHEREAS, subject to the approval of the Bankruptcy Court, the transactions contemplated by this Agreement will be consummated under Sections 105, 363, 365 and other applicable provisions of the Bankruptcy Code, and this Agreement;

WHEREAS, Sellers wish to sell to Purchaser, and Purchaser wishes to acquire from Sellers, the Purchased Assets (as defined below), subject to the terms and conditions set forth in this Agreement; and

WHEREAS, Sellers and Purchaser agree that the transactions proposed herein are the product of good faith, arm's-length negotiations between Sellers and Purchaser.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement and for other good and valuable consideration, the parties hereby agree as follows.

AGREEMENT

1. Description of Purchased Assets

1.1 As used in this Agreement, "*Purchased Assets*" means (i) all of the customer lists of Seller and (ii) the intellectual property assets of Sellers set forth on Exhibit A hereto, and all rights of any kind whatsoever of Sellers accruing under any of such intellectual property assets, including but not limited to any goodwill associated therewith, pursuant to applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world. For the avoidance of doubt, the Purchased Assets shall not include any assets of Sellers that are not described in this Section 1.1.

2. Purchase and Sale of Purchased Assets

2.1 Purchase and Sale of Purchased Assets. Effective upon the consummation of the Closing (as defined below), subject to the terms and conditions of this Agreement, together with any order issued by the Bankruptcy Court with respect to the transactions contemplated by this Agreement, Sellers shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of any and all liens, claims, or encumbrances, all of Sellers' right, title, and interest in and to the Purchased Assets, as well as all of Sellers' duties, obligations, or liabilities that arise on or after the Closing in connection with the Purchased Assets, and Purchaser shall accept the foregoing sale, assignment, transfer, conveyance and delivery of Sellers' right, title and interest in and to, as well as the duties, obligations, or liabilities that arise after the Closing in connection with, the Purchased Assets, and Purchaser agrees to indemnify, defend, and hold Seller harmless against any such duties, obligations, or liabilities (including, without limitation, reasonable attorneys' fees and expenses incurred by Seller in connection therewith). Effective upon the consummation of the Closing, Sellers hereby authorize and request the Commissioner of Patents of the United States, the Commissioner of Trademarks of the United States, the Librarian of Congress of the United States and any other official of any applicable governmental entity worldwide and each registrar of a domain name or web site included in the Purchased Assets, to record all registrations and applications for registration included in the Purchased Assets in the name of Purchaser and issue any and all registrations from any and all applications for registration included in the Purchased Assets to and in the name of Purchaser. Following the Closing, Sellers agree to execute such additional documents as Purchaser may reasonably request, at Purchaser's sole cost, to fully effectuate the transfer of the Purchased Assets to Purchaser.

2.2 Closing. Subject to the terms and conditions of this Agreement, including the termination of this Agreement pursuant to Section 4.2 hereof, the consummation of the sale of the Purchased Assets (the "**Closing**") shall take place on (i) the date that is the first (1st) Business Day following the date as of which all of the conditions set forth in Section 3 hereof have been satisfied or waived (except for such conditions that, by their terms, are to be satisfied at the Closing, but subject to the satisfaction or waiver of each such condition), or (ii) such other date as the parties hereto agree in writing. The date on which the Closing actually occurs is referred to herein as the "**Closing Date**". The parties hereto agree that the Closing shall be deemed effective as of such time as Sellers shall have received payment of the Purchase Price (as defined below). As used in this Agreement, "**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks in Wilmington, Delaware, are required or authorized by law to be closed.

2.3 Purchase Price and Payment.

(a) The consideration to be paid and delivered at the Closing by Purchaser and accepted by Sellers for the Purchased Assets shall be a cash amount equal to three-hundred thousand dollars (\$300,000.00) (the "**Purchase Price**").

(b) As of the date hereof, Sellers shall have received a deposit from or on behalf of Purchaser in the amount of thirty thousand dollars (\$30,000) (the "**Deposit**"), which

shall be held by Sellers separate from their other funds until the Closing or until the Deposit is otherwise disposed of as provided hereunder.

(c) At the Closing, Purchaser shall pay the Purchase Price to Sellers by (i) release to Sellers of the Deposit and (ii) wire transfer of immediately available funds to such account(s) as Sellers shall designate in writing in an amount equal to the Purchase Price minus the Deposit.

2.4 Approval of the Bankruptcy Court. Sellers shall seek approval of the transactions contemplated by this Agreement by the Bankruptcy Court.

2.5 Forwarding of Gohastings.com Emails. For the period between Closing and January 31, 2017, Purchaser shall provide Sellers with the reasonable access and opportunity, subject to the oversight of Purchaser, to cause all emails sent to certain email addresses used by Sellers prior to the Closing that incorporate the gohastings.com domain name (the "**Domain Name**"), which email addresses Sellers shall identify in writing at or prior to the Closing, to be forwarded to such email addresses as Sellers may designate from time to time. Sellers represent and warrant that any email addresses subject to this Section 2.5 are in the form of [first name].[last name]@gohastings.com and Buyer represents and warrant that any email addresses for employees that will incorporate the Domain Name will not be in the form [first name].[last name]@gohastings.com. Purchaser agrees to cause any assignee or other successor to Purchaser as owner of the gohastings.com domain name to assume Purchaser's obligations under this Section 2.5 (and any references to Purchaser in this Section 2.5 shall be deemed references to such assignee or other successor owner).

3. Conditions Precedent to Closing.

3.1 Conditions Precedent to Obligations of Sellers and Purchaser. The obligation of each of the Sellers and Purchaser under this Agreement to consummate the transactions contemplated by this Agreement on the Closing Date shall be subject to the satisfaction, at or prior to the Closing Date, of all of the following conditions, any one or more of which may be waived by Sellers or Purchaser:

(a) Approval of Bankruptcy Court. The Bankruptcy Court shall have approved the consummation of the transactions contemplated by this Agreement.

(b) No Legal Prohibition. No injunction, order, decree or judgment shall have been issued and be in effect or threatened to be issued by any governmental entity of competent jurisdiction, and no statute, rule or regulation shall have been enacted or promulgated by any governmental entity and be in effect, which in each case restrains or prohibits the consummation of the transactions contemplated hereby.

3.2 Conditions Precedent to Obligations of Sellers. The obligation of the Sellers under this Agreement to consummate the transactions contemplated by this Agreement on the Closing Date shall be subject to the satisfaction, at or prior to the Closing Date, of all of the following conditions, any one or more of which may be waived upon agreement by the Sellers:

(a) Conclusion of the GOB Sales. The sales being conducted pursuant the Bankruptcy Court's *Order Authorizing (I) the Sale of Certain of the Debtors' Assets Free and Clear of all Claims, Liens, Liabilities, Rights, Interests and Encumbrances, (II) the Debtors to Enter into and Perform their Obligations Under the Agency Agreement, and (III) and Granting Related Relief* [Docket No. 449] shall have been completed.

4. Miscellaneous

4.1 Terms of Transaction. Sellers represent and warrant to Purchaser that Sellers have good and marketable title to the Purchased Assets and have the right to sell, assign, transfer, convey and deliver to Purchaser, free and clear of any and all liens, claims, or encumbrances, all of Sellers' right, title, and interest in and to the Purchased Assets, as well as all of Sellers' duties, obligations, or liabilities to be performed or arising on or after the Closing in connection with the Purchased Assets. Sellers make no other representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets, including, without limitation, the merchantability or fitness of the Purchased Assets (or any portion thereof) for any particular purpose. Without in any way limiting the forgoing, SELLERS HEREBY DISCLAIMS ANY WARRANTY (EXPRESS OR IMPLIED) OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS. Purchaser acknowledges and agrees that Purchaser is purchasing the Purchased Assets based solely upon Purchaser's independent investigation with respect to the Purchased Assets and, accordingly, Purchaser shall accept the Purchased Assets "AS IS," "WHERE IS," and "WITH ALL FAULTS." Purchaser represents and warrants to Sellers that (i) Purchaser has all necessary right, power, and authority to enter into, execute, deliver and perform this Agreement, without the need for any further approval of its officers or governing body, (ii) this Agreement constitutes the valid and legally binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, (iii) no consent of any third party is required to be made or obtained by Purchaser in connection with the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, and (iv) Purchaser's obligation to effect the Closing is not subject to any condition, including any financing or due diligence condition, other than as expressly set forth in Article 3 hereof.

4.2 Termination and Effect.

(a) This Agreement may be terminated, and the transactions contemplated herein may be abandoned, at any time before the Closing:

- (i) by mutual written agreement of Sellers and Purchaser;
- (ii) by Sellers, on the one hand, or Purchaser, on the other hand, in the event of a material breach hereof by Sellers, on the one hand, or Purchaser, on the other hand, if such non-terminating party fails to cure such breach within five (5) Business Days following notification thereof by the terminating party; or

(iii) by Sellers, on the one hand, or Purchaser, on the other hand, by the delivery of a written notice of termination to the other party, if the Closing has not occurred on or prior to November 15, 2016, and such failure of the Closing to occur is not the result of an uncured material breach of this Agreement by the party(ies) seeking to terminate this Agreement.

(b) Effect of Termination. If this Agreement is validly terminated pursuant to this Section 4.2, subject to the provisions of this Section 4.2(b), this Agreement will forthwith become null and void, and there will be no liability or obligation on the part of any party hereto (or any of their respective officers, directors, employees, partners, agents or other representatives or affiliates), except that (x) the foregoing shall not relieve any party hereto of any liability arising out of or attributable to such party's material breach of this Agreement prior to such termination, and (y) the provisions of this Article 4 shall survive any such termination. Notwithstanding anything in this Agreement to the contrary:

(i) if Sellers and Purchaser terminate this Agreement pursuant to Section 4.1(a)(i), or Purchaser terminates this Agreement pursuant to Section 4.2(a)(ii), or Sellers or Purchaser terminate this Agreement pursuant to Section 4.2(a)(iii), Purchaser shall receive the prompt return of the Deposit, which shall constitute Purchaser's sole and exclusive remedy available under any law, including the Bankruptcy Code; and

(ii) if Sellers terminate this Agreement pursuant to Section 4.2(a)(ii), Sellers shall be entitled to keep the Deposit.

4.3 Expenses. Each party hereto shall pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

4.4 Governing Law; Jurisdiction. All disputes arising out of or related to this Agreement, including, without limitation, any dispute relating to the interpretation, meaning or effect of any provision hereof, will be resolved in the Bankruptcy Court and the parties hereto will each submit to the exclusive jurisdiction of the Bankruptcy Court for the purposes of adjudicating any such dispute, to the extent the jurisdiction of the Bankruptcy Court is applicable. If the jurisdiction of the Bankruptcy Court is not applicable, any legal action, suit or proceeding arising out of or relating to this Agreement, each and every agreement and instrument contemplated hereby or the transactions contemplated hereby and thereby shall be instituted exclusively in any state or federal court located in Wilmington, Delaware, and the appellate courts thereof. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware (i.e., without regard to its conflicts of law rules).

4.5 Entire Agreement; Interpretation. The terms and conditions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions. None of the parties hereto shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by any party hereto shall alter the meaning or interpretation of this Agreement. The terms "includes" and "including" are not

limiting. Unless a contrary intention is indicated, (i) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision, and (ii) reference to any Article or Section means such Article or Section hereof. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Agreement.

4.6 Notices: All notices required or permitted to be given hereunder shall be in writing, shall make reference to this Agreement, and shall be delivered (i) by hand, (ii) dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, or (iii) sent via electronic mail (with a copy dispatched by prepaid air courier for delivery on the next Business Day), in each case, addressed as follows:

If to Purchaser:

Calendars.com L.L.C.
(or its designee)
6411 Burleson Rd.
Austin, Texas 78744
Attn: Paul Hoffman
Phone: 512-658-8120
Email: paulh@calendars.com

with a copy (which shall not constitute notice) to:

Graves, Dougherty, Hearon &
Moody P.C.
401 Congress Suite 2200
Austin, Texas 78701
Attn: James V. Hoeffner, Esq.
Phone: 512-480-5707
Email: jhoeffner@gdhm.com

If to Sellers:

Draw Another Circle
3601 Plans Blvd.
Amarillo, TX 79102
Attn: Duane Huesers
Phone: 806-677-1402
Email:
Duane.Huesers@goHastings.com

with a copy (which shall not constitute notice) to:

Cooley LLP
1114 Avenue of the Americas
New York, New York 10036
Attn: Cathy Hershcopf
Phone: 212-479-6138
Email: chershcopf@cooley.com

Such notices shall be deemed served when received by the addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Any party hereto may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

4.7 Counterparts; Facsimile and Email Transmission. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, and any such executed counterpart may be delivered by transmission of the manually signed document by facsimile transmission or in “pdf” form delivered by electronic mail, and such facsimile or “pdf” representation of such manual signature shall constitute execution thereof.

4.8 Survival of Representations, Warranties, and Covenants. All of the representations and warranties of the parties hereto set forth in this Agreement shall terminate upon the consummation of the Closing. All of the covenants of the parties hereto set forth in this Agreement shall survive until fully performed.

4.9 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Sellers and Purchaser.

4.10 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and any such provision, to the extent invalid or unenforceable, shall be replaced by a valid and enforceable provision which comes closest to the intention of the parties hereto underlying such invalid or unenforceable provision.

4.11 Waivers. Waiver by any party hereto of any breach of or failure to comply with any provision of this Agreement by any other party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement. No waiver of any such breach or failure or of any term or condition of this Agreement shall be effective unless in a written notice signed by the waiving party and delivered, in the manner required for notices generally, to each affected party.

4.12 Binding Effect; Third Party Beneficiaries; Assignment. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns. Except as expressly set forth herein, nothing expressed or referred to in this Agreement is intended or shall be construed to give any person or entity other than the parties to this Agreement, or their respective legal representatives, successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No party hereto may assign this Agreement or any of its rights hereunder without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Purchaser may assign this Agreement and its rights hereunder to any affiliate of Purchaser without the prior written consent of the other parties hereto, provided that Purchaser shall remain liable for the performance of its obligations hereunder.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above:

SELLERS:

PURCHASER:

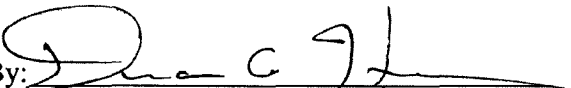
MovieStop, LLC

Calendars.com L.L.C.


By: 
Name: DUANE A. HUDSON
Title: CEO / CFO

By: _____
Name:
Title:

Hastings Entertainment, Inc.

By: 
Name: DUANE A. HUDSON
Title: CEO / CFO

Hastings Internet, Inc.

By: 
Name: DUANE A. HUDSON
Title: AUTHORIZED SIGNER

[Signature Page to Bill of Sale and Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above:

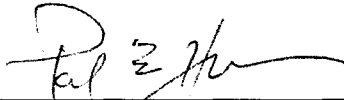
SELLERS:

MovieStop, LLC

PURCHASER:

Calendars.com L.L.C.

By: _____
Name:
Title:

By: 
Name: PAUL E HOFFMAN
Title: PRESIDENT

Hastings Entertainment, Inc.

By: _____
Name:
Title:

Hastings Internet, Inc.

By: _____
Name:
Title:



[Signature Page to Bill of Sale and Intellectual Property Assignment]


137035469 v8

Exhibit A




Trademarks

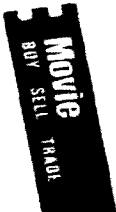
<u>Registrant</u>	<u>Mark</u>	<u>Territory</u>	<u>Application Serial No. or Registration No.</u>	<u>International Classes</u>	<u>Date Filed</u>	<u>Status</u>
Hastings Entertainment, Inc.	HASTINGS BOOKS MUSIC VIDEO	US	3857073	IC 035. US 100 101 102	10/5/2010	Registered
Hastings Entertainment, Inc.	READMOR	US	4207690	IC 009. US 021 023 026 036 038	9/11/2012	Registered
Hastings Entertainment, Inc.	READMOR EBOOKS	US	4207689	IC 009. US 021 023 026 036 038	9/11/2012	Registered
Hastings Entertainment, Inc.	TRADESMART BUY FOR LESS. SELL FOR MORE.	US	4043436	IC 035. US 100 101 102.	10/18/11	Registered
Hastings Entertainment, Inc.	Tradesmart	US	4042914	IC 035. US 100 101 102	10/18/11	Registered

<u>Registrant</u>	<u>Mark</u>	<u>Territory</u>	<u>Application Serial No. or Registration No.</u>	<u>International Classes</u>	<u>Date Filed</u>	<u>Status</u>
Hastings Entertainment, Inc.	HASTINGS DISCOVER YOUR ENTERTAINMENT	US	3162724	IC 035. US 100 101 102 IC 041. US 100 101 107	10/24/06	Registered
Hastings Entertainment, Inc.		US	3162389	IC 035. US 100 101 102 IC 041. US 100 101 107	10/24/06	Registered
Hastings Entertainment, Inc.	HARDBACK COFFEE CAFÉ	US	3927484	IC 043. US 100 101	3/8/11	Registered
Hastings Entertainment, Inc.		US	3824874	IC 035. US 100 101 102 IC 041. US 100 101 107	7/27/10	Registered
Hastings Entertainment, Inc.	GOHASTINGS.COM	US	3824873	IC 035. US 100 101 102 IC 041. US	7/27/10	Registered

<u>Registrant</u>	<u>Mark</u>	<u>Territory</u>	<u>Application Serial No. or Registration No.</u>	<u>International Classes</u>	<u>Date Filed</u>	<u>Status</u>
Hastings Entertainment, Inc.	GOHASTINGS	US	3824872	IC 035. US 100 101 102 IC 041. US 100 101 107.	7/27/10	Registered
Hastings Entertainment, Inc.	Hastings	US	3852708	IC 041. US 100 101 107. IC 035. US 100 101 102 IC 043. US 100 101	9/28/10	Registered
Hastings Entertainment, Inc.		US	2876529	IC 041. US 100 101 107.	8/24/04	Registered
MOVIESTOP, LLC LIMITED LIABILITY COMPANY	MOVIESTOP	US	2931959	IC 035. US 100 101 102	3/8/05	Registered

<u>Registrant</u>	<u>Mark</u>	<u>Territory</u>	<u>Application Serial No. or Registration No.</u>	<u>International Classes</u>	<u>Date Filed</u>	<u>Status</u>
MOVIESTOP, LLC LIMITED LIABILITY COMPANY	MOVIESTOP	US	3800272	IC 035. US 100 101 102. IC 041. US 100 101 107	6/8/10	Registered
MOVIESTOP, LLC LIMITED LIABILITY COMPANY	MovieStop	US	3800271	IC 035. US 100 101 102 IC 041. US 100 101 107	6/8/10	Registered
MOVIESTOP, LLC LIMITED LIABILITY COMPANY	MovieStop	US	3608477	IC 035. US 100 101 102. C 041. US 100 101 107	4/21/09	Registered
MOVIESTOP, LLC LIMITED LIABILITY COMPANY	MovieStop	US	3608476	IC 035. US 100 101 102 IC 041. US 100 101 107.	4/21/09	Registered
MOVIESTOP, LLC LIMITED LIABILITY	MovieStop	US	3925882	IC 041. US 100 101 107.	3/1/11	Registered

<u>Registrant</u>	<u>Mark</u>	<u>Territory</u>	<u>Application Serial No. or Registration No.</u>	<u>International Classes</u>	<u>Date Filed</u>	<u>Status</u>
COMPANY						
MOVIESTOP, LLC LIMITED LIABILITY COMPANY		US	3911431	IC 035. US 100 101 102 IC 041. US 100 101 107	1/25/11	Registered
MOVIESTOP, LLC LIMITED LIABILITY COMPANY		US	3558755	IC 035. US 100 101 102	1/6/09	Registered
MOVIESTOP, LLC LIMITED LIABILITY COMPANY		US	3558754	IC 035. US 100 101 102. G & S:	1/6/09	Registered

<u>Registrant</u>	<u>Mark</u>	<u>Territory</u>	<u>Application Serial No. or Registration No.</u>	<u>International Classes</u>	<u>Date Filed</u>	<u>Status</u>
MOVIESTOP, LLC LIMITED LIABILITY COMPANY		US	3110314	IC 035, US 100 101 102	6/27/06	Registered

Domain Names and Web Sites
 (including all sub-domains and related URLs)

Domain Name	Registrar	Account No.	Expiration Date	Account Holder
athastings.com				
bestbuybacks.com				
bestbuybacks.info				
bestbuybacks.mobi				
budgetcds.com				
classcvbez.com				
clutter-crew.com				
clutter-crew.mobi				
clutter-smart.com				
cluttersmart.com				
cluttersmartcrew.com				
comixhunter.com				
discovermor.com				
discovermor.mobi				
elvis-exhibit.com				
elvisexhibits.com				
entertainmor.com				
entertainmor.mobi				
fabfigurez.com				
flickmor.com				
flickmor.info				
flickmor.net				
freedomoutdoorsports.com				
giftmor.com				
giftmor.mobi				
gohastings.com				

gohastings.com
gohastings.mobi
gohastingsbooks.com
gohastingsdownload.com
gohastingsdownloads.com
gohastingsmusic.com
gohastingsoutlet.com
gohastingsucks.com
gohastingssex.com
hastings.com
hastings.mobi
hastings-ent.com
hastings.biz
hastings.bz
hastings.mobi
hastings.net
hastings.us.com
hastingsbenefits.com
hastingsdownload.com
hastingsdownloads.com
hastingsentertainment.com
hastingsentertainment.mobi
hastingsoutlet.com
hastingsshop.com
hastingsucks.com
hastingssex.com
hearhastings.com
listenhastings.com
listenmor.com
listenmor.mobi



moviemor.com
moviemor.net
myhastings.com
playhastings.com
popgoestheshop.com
readhastings.com
readmor.com
readmor.net
retrogroovz.com
seehastings.com
shophastings.com
shoptradesmart.com
smartcluttercrew.com
thetradesmart.com
thetradesmart.info
thetradesmart.mobi
thetradesmart.net
thetradesmart.org
thetradesmart.us
trademor.com
trademor.net
tronikhunter.com
ulimateoutdoorsports.com
ultimateoutdoorsports.com
videomor.com
videomor.mobi
watchhastings.com
wolflirecords.com
wondertoy.com
yoursupersite.com

Moviestop.com

