

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made effective as of this 21st day of July, 1995, by and between RCGTM, Inc., a Delaware corporation ("RCGTM"), with its only office at P.O. Box 8985, Suite 1300, 1105 N. Market Street, Wilmington, Delaware 19899, and RCGH, Inc., a Delaware corporation ("RCGH"), with its only office at P.O. Box 895, Suite 1300, 1105 N. Market Street, Wilmington, Delaware 19899.

WHEREAS, pursuant to that certain Assignment Agreement by and between RCGH and Reading China and Glass, Inc., a Delaware corporation ("Reading China"), executed contemporaneously herewith (the "Underlying Agreement"), a copy of which is attached hereto as Exhibit A, RCGH has acquired certain common law trademarks, trade names and service marks, together with all rights to registration thereof and all pending applications for registration therefor (collectively referred to as the "Trademarks"), as more particularly described on Exhibit B attached hereto;

WHEREAS, RCGH is desirous of transferring to RCGTM, and RCGTM is desirous of acquiring, all right, title and interest in and to the Trademarks; and

WHEREAS, to effect the transfer of the Trademarks from RCGH to RCGTM, RCGH and Reading China have agreed in the Underlying Agreement that, in accordance with the terms contained herein, Reading China will assign the Trademarks directly to RCGTM.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which

are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

(A) RCGH does hereby assign, transfer and convey unto RCGTM all right, title and interest in and to the Trademarks, and all goodwill of the business symbolized by and associated with the Trademarks, as described on Exhibit B, including rights to registration thereof and all pending application for registrations therefor.

(B) RCGTM hereby assumes all liabilities and obligations in connection with the assignment described in Paragraph (A) hereof, except as otherwise agreed in writing by the parties.

(C) RCGH agrees to take whatever further action is deemed necessary or appropriate by RCGTM to effect the transfer of the Trademarks properly and completely to RCGTM and to establish full custody of the Trademarks by RCGTM.

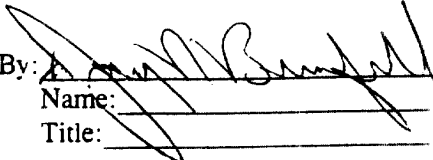
(D) This Assignment Agreement shall be governed by the internal laws of the State of Delaware, without reference to its conflicts of law principles.

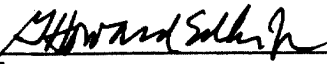
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IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Assignment Agreement as of this 21st day of July, 1995 and affixed their respective corporate seals hereto.

[SEAL]
ATTEST:

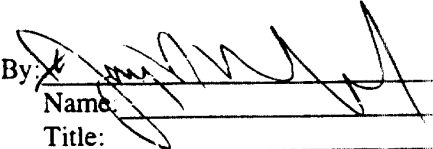
RCGH, INC.

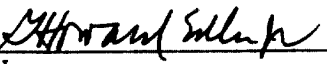
By: 
Name: _____
Title: _____

By: 
Name: _____
Title: _____

[SEAL]
ATTEST:

RCGTM, INC.

By: 
Name: _____
Title: _____

By: 
Name: _____
Title: _____

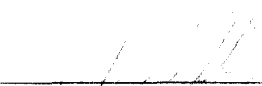
read2asn.agr

VERIFICATION OF TRUE COPY OF ORIGINAL

I, Joseph N. Bizzarro, the undersigned Secretary of RCGTM, Inc., hereby certify that the attached Assignment Agreement between RCGH, Inc. and RCGTM, Inc. is a true and correct copy of the original document executed as of July 21, 1995.

RCGTM, INC.

Date: 7-24, 1998

By: 
Joseph N. Bizzarro
Secretary

**EXHIBIT A
TO
ASSIGNMENT AGREEMENT**

[See Attached Underlying Agreement]

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made effective as of this 21st day of July, 1995, by and between RCGH, Inc., a Delaware corporation ("RCGH"), with its only office at P.O. Box 8985, Suite 1300, 1105 N. Market Street, Wilmington, Delaware 19899, and Reading China and Glass, Inc., a Delaware corporation ("Reading China"), with its principal office at Pencader Corporate Center, 100 Lake Drive, Newark, Delaware 19702.

WHEREAS, Reading China has adopted, used and is using certain common law trademarks, trade names and service marks, together with all rights to registration thereof and all pending applications for registration therefor (collectively referred to as the "Trademarks"), as more particularly described on Exhibit A attached hereto;

WHEREAS, RCGH is desirous of acquiring all right, title and interest in and to the Trademarks and intends that the Trademarks ultimately shall be assigned to RCGTM, Inc., a Delaware corporation and wholly-owned subsidiary of RCGH (the "Subsidiary"); and

WHEREAS, RCGH desires that, pursuant to that certain Assignment Agreement executed contemporaneously herewith by and between RCGH and the Subsidiary, a copy of which has been delivered to Reading China, Reading China shall transfer all right, title and interest in and to the Trademarks, on behalf of RCGH, directly to the Subsidiary.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

(A) Reading China does hereby assign, transfer and convey unto the Subsidiary all right, title and interest in and to the Trademarks, and all goodwill of the business symbolized by and associated with the Trademarks, as described on Exhibit A, including rights to registration thereof and all pending application for registrations therefor.

(B) The Subsidiary hereby assumes all liabilities and obligations in connection with the assignment described in Paragraph (A) hereof, except as otherwise agreed in writing by the parties.

(C) Reading China shall take whatever further action is deemed necessary or appropriate by the Subsidiary to effect the transfer of the Trademarks properly and completely directly to the Subsidiary and to establish full custody of the Trademarks by the Subsidiary.

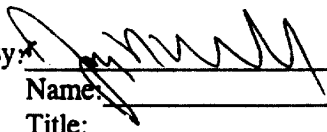
(E) This Assignment Agreement shall be governed by the internal laws of the State of Delaware, without reference to its conflicts of law principles.

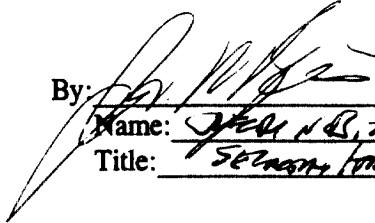
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IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Assignment Agreement as of this 21st day of July, 1995 and affixed their respective corporate seals hereto.

[SEAL]
ATTEST:

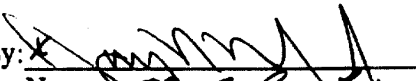
READING CHINA AND GLASS, INC.

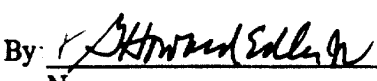
By: 
Name: _____
Title: _____

By: 
Name: John D. [unclear]
Title: Secretary/Treasurer

[SEAL]
ATTEST:

RCGH, INC.


By: 
Name: Tom R. [unclear]
Title: President


By: 
Name: _____
Title: _____

ACKNOWLEDGED AND CONSENTED TO:

[SEAL]
ATTEST

RCGTM, INC.

By: 
Name: Tom R. [unclear]
Title: V. President

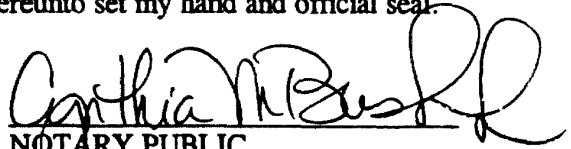
By: 
Name: _____
Title: _____

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STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

On the 21st day of July, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared G. Howard Edler, who acknowledged himself to be the President of RCGH, Inc., a Delaware corporation, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


NOTARY PUBLIC

My Term Expires: 1/10/96

[SEAL]

CYNTHIA M. BUSKIRK
NOTARY PUBLIC-DELAWARE
My commission expires Jan. 10, 1996

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

On the 21st day of July, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Joseph M. Bizzaro, who acknowledged himself to be the _____ of Reading China and Glass, Inc., a Delaware corporation, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


NOTARY PUBLIC

My Term Expires: 1/10/96

[SEAL]

CYNTHIA M. BUSKIRK
NOTARY PUBLIC-DELAWARE
My commission expires Jan. 10, 1996

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

On the 21st day of July, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared G. Howard Edler, who acknowledged himself to be the President of RCGTM, Inc., a Delaware corporation, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Cynthia M. Buskirk
NOTARY PUBLIC

My Term Expires: 1/10/96

[SEAL]

CYNTHIA M. BUSKIRK
NOTARY PUBLIC-DELAWARE
My commission expires Jan. 10, 1996

EXHIBIT A

TRADEMARKS

Trademarks	Date of Registration	Registration Number	Description/ Class	Country
"Reading China & More!" (LOGO)	Pending	-----	Int'l:42	U.S.A.
"Reading China & More!"	Pending	-----	Int'l:42	U.S.A.
Reading China & Glass	Pending	-----	Int'l:42	U.S.A.
Reading China and Glass	Pending	-----	Int'l:42	U.S.A.
Reading China	Pending	-----	Int'l:42	U.S.A.

**EXHIBIT B
TO
ASSIGNMENT AGREEMENT**

TRADEMARKS

Trademarks	Date of Registration	Registration Number	Description/ Class	Country
"Reading China & More!" (LOGO)	Pending	-----		U.S.A.
"Reading China & More!"	Pending	-----		U.S.A.
Reading China & Glass	Pending	-----		U.S.A.
Reading China and Glass	Pending	-----		U.S.A.
Reading China	Pending	-----		U.S.A.