- MRD 6-29-98	
ORM PTO-1594 F 07-08-190	R S Patent and Target and COMMERCE
IMB No. 0651-0011 (exp. 4/94)	ILY K
Tab settings □ □ □ ▼	
To the Honorable Commissioner 10075581	6 se attached diginal documents or copy thereof.
Name of conveying party(les):	2. Name and address of receiving party(lee)
RCGH, Inc.	~ Name: RCGIM, Inc.
	Internal Address: Suite 1300
☐ Individual(s). ☐ Association	Street Address: 1105 N. Market Street
General Partnership Ulmited Partnership Corporation-State of Delaware	City: Wilmington State: DE ZIP:19801
Other	•
Additional name(s) of conveying party(les) attached? Yes No	Individual(s) citizenship Association
3. Nature of conveyance:	General Partnership Limited Partnership
Assignment □ Merger	☐ Corporation-State of Delaware
☐ Security Agreement ☐ Change of Name	Other
Other	If assignee is not domicfied in the United States, a domestic representative designation is attached: N/A O Yes O No
Execution Date: July 21, 1995	(Designations must be a separate document from ast gnment) Additional name(s) & address(es) a tached? Ci Yee XXNo
4. Application number(s) or patent number(s):	,
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	2,068,680 (June 10, 1997)
N/A	2,076,909 (July 8, 1997)
Additional numbers att	2,076,910 (July 8, 1997) ached? • Yes IKNo
5. Name and address of party to whom correspondence	6. Total number of applications and
concerning document should be mailed:	registrations involved:3
Name: Richard J. Facciolo, Esquire	
Internal Address: Stewart & Associates	7. Total fee (37 CFR 3.41)\$ 90.00
,	XIII Enclosed
Suite 1700	Authorized to be charged to deposit account
Chase Manhattan Centre	
Street Address: 1201 Market Street	8. Deposit account number:
	•
City: Wilmington State: DE ZIP: 19801	N/A
DO NOT US	(Attach duplicate copy of this page if paying by deposit account) E THIS SPACE
07/02/1996 JSHNBALL ODDUVOS EVOCADO	
9. Sacrement and signature. 50.00 0P	sollen la tara and assessed and any attached accords a tara accord
the original document.	nation is true and correct and any attached copy is a true copy of
Richard J. Facciolo	d tucculo 6/26/98
Name of Person Signing	Signature Date
	cover sheet, attachments, and cocuments WAILK

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.

[This space intentionally left blank]

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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: By: Name: Title:	RCGH, INC. By: Myward Solling Name: Title:
[SEAL] ATTEST: By: Name Title:	RCGTM, INC. By: Storand Solland 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 Agree true and correct copy of the original docum	ement between RCGH, Inc. and RCGTM, Inc. is nent executed as of July 21, 1995.
	RCGTM, INC.
Date:, 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 Chira"), 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 ful! 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.

[This space intentionally left blank]

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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: By: Name: Title:	By: Same: Serman (man)		
[SEAL] ATTEST:	RCGH, INC.		
Name: The Remotion Title: Deforte cur	By: Name: Title:		
ACKNOWLEDGED AND CONSENTED TO:			
[SEAL] ATTEST	RCGTM, INC.		
By: Mame: M. Ghashcoo Title: Privacy:	By: Stoward Sally Name: Title:		
readlasn.agr			

STATE OF DELAWARE)
COUNTY OF NEW CASTLE) SS.)
acknowledged himself to be the corporation, and that he, as such	foresaid, personally appeared G. Howard Edler, who President of RCGH, Inc., a Delaware officer being authorized to do so, executed the foregoing purposes therein contained by signing the name of the ser.
IN WITNESS WHE	REOF, I have hereunto set my hand and official seal.
	NOTARY PUBLIC
	My Term Expires: 11096
	[SEAL]

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

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)
-,ch	- 1
On the $21^{S^{3}}$ day of	July, 1995, before me, the subscriber, a Notary Public
in and for the State and County	aforesaid, personally appeared Joseph N. Bizzaro, who
	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 office	ær.
•	
IN WITNESS WHE	REOF. I have hereunto set my hand and official seal

OTARY 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 $2/^{S+}$ day of	July, 1995, before me, the subscriber, a Notary Public
in and for the State and County afor	presaid personally appeared a Howard Edies who
acknowledged himself to be the	tresident of RCGTM, Inc., a Delaware
corporation, and that he, as such of	fficer 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.

-

My Term Expires: 1 10

[SEAL]

CYNTHIA M. BUSKIRK
N:OTARY PUBLIC-DELAWARE
My commission expires Jan. 10,1996

EXHIBIT A

TRADEMARKS

Trademarks	Date of	Registration Number	Description/	Country
	Registration		Class	
"Reading China & More!" (LOGO)	Pending	er er film en delle	Int'1:42	U.S.A.
"Reading China & More!"	Pending	*****	Int'1:42	U.S.A.
Reading China & Glass	Pending	4-2-5-4-4-2-4	Int'1:42	U.S.A.
Reading China and Glass	Pending	er artis a artis	Int'1:42	U.S.A.
Reading China	Pending	**************************************	Int'1:42	U.S.A.

EXHIBIT B TO ASSIGNMENT AGREEMENT

TRADEMARKS

Trademarks	Date of	Registration Number	Description/	Country
	Registration		Class	
"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.

RECORDED: 06/29/1998