

01-05-1999

F



HEET

100936174

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The Museum Company, Inc.

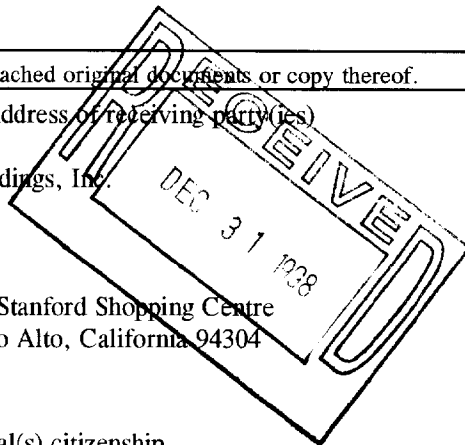
Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Delaware
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Museum Holdings, Inc.

Address: 91 Stanford Shopping Centre
Palo Alto, California 94304



Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - California
 Other

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment 22 Merger
 Security Agreement Change of Name
 Other

Execution Date: October 3, 1993

Effective Date: October 3, 1993

4. Application number(s) or registration number(s):

A. Trademark Application Nos. N/A

B. Trademark Registration No. 1654111

TM Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Rita A. Rodin, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
919 Third Avenue
New York, New York 10022-3897

6. Total number of registrations involved: 1

7. Total fee (37 CFR 3.41). \$40.00.....

Enclosed

All or any deficiency is authorized to be charged to
Deposit Account No. 19-2385.

8. Deposit Account No. 19-2385

01/05/1999 DNGUYEN 00000062 1654111
FC:481 40.00 OP

DO NOT USE THIS SPACE

9. 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.

Rita A. Rodin
Name

Signature

December 30, 1998
Date

Total number of pages including cover sheet, attachments, and document: 11

ASSET ASSIGNMENT AGREEMENT

This **ASSET ASSIGNMENT AGREEMENT** (the "Agreement") is made and entered into as of this 3rd day of October, 1993 by and between **THE MUSEUM COMPANY, INC.**, a Delaware corporation ("Assignor"), and **MUSEUM HOLDINGS, INC.**, a California corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee desire to enter into this Agreement whereby Assignor shall assign and transfer to Assignee certain of the intangible assets of Assignor as hereinafter described, upon the terms and conditions hereinafter set forth.

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

1. Assigned Assets.

Upon the terms and subject to the conditions set forth in this Agreement and in exchange for the issuance by Assignee to Assignor of all of the issued and outstanding shares of the capital stock of Assignee, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all right, title and interest of Assignor in and to the following assets of Assignor:

(a) the trademarks and trade names set forth in Exhibit A annexed hereto, together with the goodwill of the business symbolized by and connected with the trademarks, together with any and all further and additional rights, including, without limitation, all claims for damages and rights to recover by reason of past infringement of the trademarks (collectively, the "Trademarks"); and

(b) the rights and obligations of Assignor under the license agreements set forth in Exhibit B annexed hereto (collectively, the "License Agreements") subject to the provisions of Section 2 below.

2. Assignor's Obligations under the License Agreements.

Notwithstanding any other provisions contained herein, Assignor shall retain and be responsible for its obligations under the License Agreements to provide services to each respective licensee as provided therein and shall receive, in exchange for such services, in addition to any amounts specifically attributable to such services as may be more particularly set forth in the License Agreements,

payments from Assignee in the amounts calculated pursuant to, and in the manner set forth in, the license agreement between Assignor and Assignee dated as of the date hereof.

3. Infringement.

Assignor hereby saves and holds Assignee harmless of and from and indemnifies it against any and all of the losses, liabilities, damages and expenses (including reasonable attorneys' fees and expenses) which Assignee may be obligated to pay or for which it may become liable or be compelled to pay, in any action, claim or proceeding against Assignee solely by reason of the fact that Assignee's use of the Trademarks in strict accordance with the terms of this Agreement infringes upon the trademark or other proprietary rights of a third party.

4. Warranties.

Each of the parties hereto hereby represents and warrants that it has the full corporate power and authority to enter into this Agreement and to perform the transactions contemplated hereby. Assignor represents and warrants that, to the best of its knowledge, there exists no adverse claim to the Trademarks.

5. Relationship between the Parties.

Nothing contained herein shall be construed to constitute either Assignor or Assignee a partner, employee, joint venturer or agent of the other, nor shall either be entitled to bind or obligate the other in any manner whatsoever (except as specifically provided in this Agreement), it being intended by the parties hereto that each of the parties shall be independent contractors responsible for their own actions.

6. Expenses and Indemnity.

Assignor will pay and discharge, at its own expense, any and all claims, expenses, charges, fees and taxes arising out of or incidental to the carrying on of its business, and Assignor will indemnify and hold Assignee harmless from any and all such claims and claims for such expenses, charges, fees and taxes.

7. Notices.

All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when delivered personally, or when mailed, if sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as any party shall have designated by notice to the other given pursuant hereto:

To the Assignee:

MUSEUM HOLDINGS, INC.
91 Stanford Shopping Centre
Palo Alto, CA 94304
Attn: Michael Lawniczak
Assistant Treasurer

To the Assignor:

THE MUSEUM COMPANY, INC.
One Meadowlands Plaza, Suite 1520
East Rutherford, New Jersey 07073
Attn: Brad Johnson
President

8. Law Governing.

This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed wholly within the State of California, except insofar as the rights or obligations under any existing or future License Agreements or sublicenses are governed by a choice of law statute of a different jurisdiction.

9. Severability of Provisions.

In the event that any provision or paragraph of this Agreement shall be found to be illegal or a violation of public policy or, for any other reason, unenforceable in law, such finding shall in no way invalidate any other provisions or sections of this Agreement.

10. Waiver.

No omission or delay of either party hereto in requiring due and punctual performance by the other party of the obligations of such other party hereunder, shall be deemed to constitute a waiver of its right to require such due and punctual performance thereafter or a waiver of any of its remedies hereunder.

11. Assignment.

Except as otherwise specifically provided herein, neither party hereto may assign any or all of its rights or delegate any or all of its duties under this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this provision or by virtue of the operation of law shall be void. Assignor may, in its sole discretion, assign this Agreement or any part hereof or assign or otherwise transfer any or all of its rights in and to the Trademarks. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and this Agreement may not be amended, modified or terminated except by a writing signed by each of the parties hereto.

13. Headings.

All headings used in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE MUSEUM COMPANY, INC.

By:  Treasurer
(Title)

MUSEUM HOLDINGS, INC.

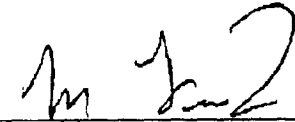
By:  ASST. SEC.
(Title)

EXHIBIT A

Licensed Marks

1. See attached.

THE
MUSEUM
C O M P A N Y

U.S. Registration No. 1654111
registered: August 13, 1991

TRADEMARK
REEL: 1835 FRAME: 0518

EXHIBIT B

License Agreements

1. International Exclusive Distributorship Agreement dated December 21, 1992 by and between The Museum Company, Inc. and Kabushiki Kaisha Nishiki.

THE
MUSEUM
C O M P A N Y

RECORDED: 12/31/1998

TRADEMARK
REEL: 1835 FRAME: 0520