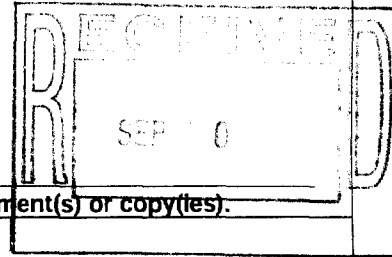


09-23-1999



101152014



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

MD 9-20-99

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
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

#### 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)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

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.)

Citizenship/State of Incorporation/Organization

09/22/1999 NTHAI1 00000250 1654111

FOR OFFICE USE ONLY

01 FC:481

40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001963 FRAME: 0152

**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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1654111"/>	<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.

James Talbot

9/20/99

Name of Person Signing

Signature

Date Signed

State of Delaware  
Office of the Secretary of State

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"MUSEUM HOLDINGS, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "ALVA MUSEUM REPRODUCTIONS, INC." UNDER THE NAME OF "ALVA MUSEUM REPRODUCTIONS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF MAY, A.D. 1999, AT 3:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION:

2324806 8100M

DATE: 9776373

991215987

TRADEMARK

REEL: 001963 FRAME: 0154

## AGREEMENT AND PLAN OF MERGER

**AGREEMENT AND PLAN OF MERGER**, dated as of May 14, 1999 (this "Agreement"), between Museum Holdings, Inc., a California corporation ("MHI"), and Alva Museum Reproductions, Inc., a Delaware corporation ("Alva").

**WHEREAS**, the authorized capital stock of MHI consists of 200 shares of common stock, no par value, 100 of which are issued and outstanding as of the date hereof (the "MHI Shares").

**WHEREAS**, the authorized capital stock of Alva consists of 1,500 shares of common stock, no par value, 10 of which are issued and outstanding as of the date hereof (the "Alva Shares").

**WHEREAS**, all of the MHI Shares and the Alva Shares are owned by The Museum Company, Inc., a Delaware corporation ("TMC").

**WHEREAS**, the Boards of Directors of MHI and Alva have approved, and deem it advisable and in the best interests of their sole shareholder to consummate, the merger of MHI with and into Alva upon the terms and subject to the conditions set forth herein.

**WHEREAS**, for United States federal income tax purposes, it is intended that the Merger (as defined in Section 1.1) shall qualify as a reorganization within the meaning of §368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the rules and regulations promulgated thereunder, and this Agreement is intended to be and is adopted as a plan of reorganization within the meaning of Section 368 of the Code.

**NOW, THEREFORE**, in consideration of the covenants and agreements contained in this Agreement, the parties, intending to be legally bound hereby, hereto agree as follows:

### ARTICLE I - THE MERGER

#### Section 1.1 The Merger.

Subject to the terms and conditions of this Agreement and in accordance with the California General Corporation Law (the "CGCL") and the Delaware General Corporation Law (the "DGCL"), at the Effective Time (as defined in Section 1.2), MHI and Alva shall consummate a merger (the "Merger") pursuant to which:

(a) MHI shall merge with and into Alva and the separate corporate existence of MHI shall thereupon cease, and

(b) Alva shall be the surviving corporation (the "Surviving Corporation") in the Merger and shall continue to be governed by the laws of the State of Delaware.

The Merger shall have the effects set forth in the CGCL and DGCL.

**Section 1.2 Effective Time.**

MHI and Alva shall file a copy of this Agreement promptly after the fulfillment of the conditions under Article III with both the Secretary of State of the State of Delaware as provided in the DGCL and, attaching such certificates as may be required pursuant to the CGCL, the Secretary of State of the State of California. The Merger shall become effective on the date on which this Agreement has been duly filed with the Secretary of State of the State of Delaware. Such time is hereinafter referred to as the "Effective Time".

**Section 1.3 Certificate of Incorporation and By-laws of the Surviving Corporation.**  
Pursuant to the Merger:

(a) the Certificate of Incorporation of Alva, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Certificate of Incorporation, and

(b) the By-laws of Alva, as in effect immediately prior to the Effective Time, shall be the By-laws of the Surviving Corporation until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation and such By-laws.

**Section 1.4 Directors and Officers of the Surviving Corporation.**

The directors and officers of Alva at the Effective Time shall, from and after the Effective Time, be respectively the directors and officers of the Surviving Corporation until their successors shall have been duly elected or appointed or qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and By-laws.

**ARTICLE II - CONVERSION OF SHARES**

**Section 2.1 MHI and Alva Shares.**

As of the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Corporation, Alva, MHI or TMC:

(a) each of the Alva Shares issued and outstanding immediately prior to the Effective Time shall be one fully paid and non-assessable share of common stock of the Surviving Corporation; and

(b) each of the MHI Shares issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and no stock of Alva or other consideration shall be delivered in exchange therefor.

### ARTICLE III - CONDITIONS

#### Section 3.1 Conditions to Each Party's Obligation to Effect the Merger.

The obligations of MHI, on the one hand, and Alva, on the other hand, to consummate the Merger are subject to the satisfaction of the following conditions:

- (a) this Agreement shall have been adopted by the stockholders of MHI, in accordance with the CGCL and MHI's Certificate of Incorporation; and
- (b) this Agreement shall have been adopted by the stockholders of Alva, in accordance with the DGCL and Alva's Certificate of Incorporation.

### ARTICLE IV - TERMINATION

#### Section 4.1 Termination.

Subject to applicable law, anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and the Merger contemplated herein may be abandoned at any time prior to the Effective Time, whether before or after shareholder approval thereof, by the mutual consent of the Boards of Directors of MHI and Alva.

### ARTICLE V - MISCELLANEOUS

#### Section 5.1 Amendment and Modification.

Subject to applicable law, this Agreement may be amended, modified and supplemented in any and all respects, whether before or after any vote of the shareholders of Alva or MHI contemplated hereby, by written agreement of the Boards of Directors of Alva and MHI, at any time prior to the Effective Time.

#### Section 5.2 Counterparts.

This Agreement may be executed in multiple counterparts, all of which shall together be considered one and the same agreement.

#### Section 5.3 Severability.

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### Section 5.4 Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware applicable to contracts to be made and performed entirely therein without giving effect to the principles of conflicts of law thereof or of any other jurisdiction.

**IN WITNESS WHEREOF**, Museum Holdings, Inc. and Alva Museum Reproductions, Inc. have caused this Agreement to be signed by their respective officers hereunto duly authorized as of the date first written above.

**MUSEUM HOLDINGS, INC.**

By: 

Name: Antoine Treuille  
Title: Chairman of the Board

**ALVA MUSEUM REPRODUCTIONS, INC.**

By: \_\_\_\_\_

Name: Norman Matthews  
Title: Chairman of the Board

**IN WITNESS WHEREOF**, Museum Holdings, Inc. and Alva Museum Reproductions, Inc. have caused this Agreement to be signed by their respective officers hereunto duly authorized as of the date first written above.

**MUSEUM HOLDINGS, INC.**

By: \_\_\_\_\_

Name: Antoine Treuille

Title: Chairman of the Board

**ALVA MUSEUM REPRODUCTIONS, INC.**

By: \_\_\_\_\_

Name: Norman Matthews

Title: Chairman of the Board



**ALVA MUSEUM REPRODUCTIONS, INC.  
Secretary's Certificate**

I, Joshua Goldberg, Secretary of Alva Museum Reproductions, Inc., a Delaware corporation (the "Corporation"), do hereby certify that:

1. Attached hereto is a true and complete copy of the Agreement and Plan of Merger (the "Merger Agreement") dated May 14, 1999 between Museum Holdings, Inc. ("MHI") and the Corporation, pursuant to which it is agreed that MHI will be merged with and into the Corporation with the Corporation being the surviving corporation (the "Merger").
2. The total number of outstanding shares of stock of the Corporation entitled to vote on the Merger was 10 shares of common stock, no par value. All of these shares are owned by The Museum Company, Inc. ("TMC"), a Delaware corporation.
3. §§251 and 252 of the Delaware General Corporation Law ("DGCL") require that the principal terms of the Merger Agreement be approved by the affirmative vote of a majority of the outstanding shares of the Corporation. The principal terms of the Merger Agreement in the form attached hereto have been approved by the written consent of TMC, the sole shareholder of the Corporation, pursuant to §228 of the DGCL, thereby exceeding the vote required pursuant to §§251 and 252 of the DGCL.

Dated: May 14, 1999

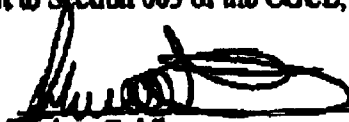
  
Joshua Goldberg  
Secretary of Alva Museum Reproductions, Inc.

**MUSEUM HOLDINGS, INC.  
Secretary's Certificate**

I, Joshua Goldberg, Secretary of Museum Holdings, Inc., a California corporation (the "Corporation"), do hereby certify that:

1. Attached hereto is a true and complete copy of the Agreement and Plan of Merger (the "Merger Agreement") dated May 14, 1999 between the Corporation and Alva Museum Reproductions, Inc. ("Alva"), a Delaware corporation, pursuant to which it is agreed that the Corporation will be merged with and into Alva with Alva being the surviving corporation (the "Merger").
2. The total number of outstanding shares of stock of the Corporation entitled to vote on the Merger was 100 shares of common stock, no par value. All of these shares are owned by The Museum Company, Inc. ("TMC"), a Delaware corporation.
3. Section 1202 of the California General Corporation Law ("CGCL") requires that, as the Merger Agreement provides that all the outstanding shares of the Corporation are cancelled without consideration in the Merger, the principal terms of the Merger Agreement be approved by all the outstanding shares of the Corporation. The principal terms of the Merger Agreement in the form attached hereto have been approved by the written consent of TMC, the sole shareholder of the Corporation, pursuant to Section 603 of the CGCL, thereby fulfilling the requirement of Section 1202 of the CGCL.

Dated: May 14, 1999

  
Joshua Goldberg  
Secretary of Museum Holdings, Inc.

## 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.

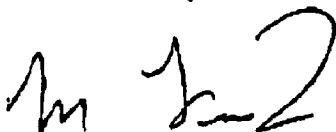
By:  ASST. SEC.  
(Title)

EXHIBIT A

Licensed Marks

1. See attached.

THE  
**MUSEUM**  

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C O M P A N Y

EXHIBIT B

License Agreements

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