



TRADEMARKS ONLY

Please record the attached original documents or copy thereof:

101682478

1. Name of conveying party(ies)
 BNP Paribas (a French banking organization), f/k/a Banque Nationale de Paris (a France corporation)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State
 Other a French banking organization

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: March 28, 2001

2. Name and address of receiving party(ies):
 Name: Intercontinental Art, Inc.
 Internal Address:
 Street Address: 525 West Manville Street
 City: Compton State: CA Zip: 90220

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional Name(s) & address(es) attached:
 Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s):
 B. Trademark Registration No.(s): 1,943,819

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning documents should be mailed:
 Name: Mandy Robertson-Bora
 Internal Address: Gibson, Dunn & Crutcher LLP
 Suite 4000
 Street Address: 2029 Century Park East
 City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

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.

Mandy Robertson-Bora *Mandy Robert-Bora* April 4, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 8

OMB No. 0651-0011 Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
 U.S. Patent and Trademark Office, Assignment Division
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing this document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Additional name(s) of conveying Party(ies)

Bank Austria Creditanstalt Corporate Finance, Inc., a Delaware corporation

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Intellectual Property Assignment (this "Assignment") is made as of March 28, 2001 by BNP Paribas, a French banking organization as agent for itself and Bank Austria Creditanstalt Corporate Finance, Inc., a Delaware corporation ("Assignors"), to Intercontinental Art, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignors and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement").

B Pursuant to Section 4.2(b) of the Purchase Agreement, Assignors desire to assign to Assignee all of Assignors' right, title and interest in and to all of the Intellectual Property (as hereinafter defined), including but not limited to all legally recognized intellectual property rights of Art Americana, Inc., a California corporation doing business as Michael Alan Designs ("Debtor") attached as Exhibit A hereto (the "Intellectual Property"), together with all of the Assignor's right title and interest in and to the goodwill of the business pertaining thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, the Assignors hereby agree as follows:

1. Assignors do hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignors' the right, title and interest in and to the Intellectual Property, together with all of the Assignor's right title and interest in and to the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made; together with all of the Assignor's right title and interest in and to all claims for damages by reason of past infringements of the Intellectual Property, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue servicemarks, trademarks, patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. The Assignors further covenant and agree that, at the time of the execution and delivery of these presents, that they have the unencumbered right and authority to make this assignment.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNORS:

BNP PARIBAS f/k/a BANQUE NATIONALE DE PARIS, as agent for the Sellers, a French banking organization

By: _____
Name: _____
Its: _____

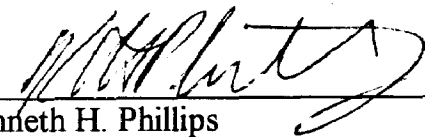
BANK AUSTRIA CREDITANSTALT CORPORATE FINANCE, INC., as a Seller, a Delaware corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ASSIGNEE:

INTERCONTINENTAL ART, INC., a Delaware corporation

By:  _____
Kenneth H. Phillips
Chief Executive Officer

MAR-28-2001 (WED) 21:41 CREDIT ADMIN

(FAX) 203 861 6595

P.002


1-01-1995 0:01AM FROM


P.2

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

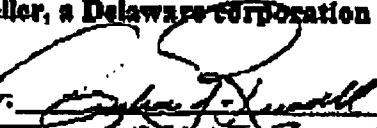
ASSIGNORS:


**BNP PARIBAS S/A BANQUE
NATIONALE DE PARIS, as agent for the
Sellers, a French banking organization**


DIMITRI ROBERT
ASSOCIATE

By: 
Name: M. K. K. K.
Its: BNP Paribas

**BANK AUSTRIA CREDITANSTALT
CORPORATE FINANCE, INC., as a
Seller, a Delaware corporation**

By: 
Name: Andrew J. Russell
Its: Senior VP

By: 
Name: Kenny Taylor
Its: ASSOCIATE

ASSIGNEE:

**INTERCONTINENTAL ART, INC.,
a Delaware corporation**

By: _____
Kenneth H. Phillips
Chief Executive Officer

EXHIBIT A

See attached "Schedule 6.12"

Schedule 6.12

(Trademarks)

MARKS	APPLN NO/ APPLN. DATE	REG. NO/ REG. DATE	STATUS	OWNER INFORMATION
MARQUIS ART DÉCOR	75/821267 10/13/99		abandoned	Art Americana, Inc.
MICHAEL ALAN DESIGNS MAD	74/591213 10/27/94	1,943,819 12/26/95		Art Americana, Inc. (*)
MA MICHAEL ALAN. DESIGNS	California	84068 3/30/87		Art Americana, Inc. d/b/a Michael Alan Designs
STARTM UP	73/632830 11/28/86	1,446,190 7/07/87	cancelled	M.A.D. Enterprises ¹
STARTM UP	California	83700 12/04/86	expired	Mark D. Hamilton and David H. Bartz d/b/a M.A.D. Enterprises ¹

(Copyrights)

TITLE	REG. NO./ REG. DATE	AUTHOR
1987 Santa	Vau127358 02/17/88	Jack Ray Hughes for Arts Americana, Inc. ¹
Bunny pushing wheel cart full of eggs	Vau127357 2/17/88	Jack Ray Hughes for Arts Americana, Inc. ¹
Bunny hatching from egg	Vau127356 2/17/88	Jack Ray Hughes for Arts Americana, Inc. ¹

¹ These intellectual property rights may not relate to the Debtor or the Business.

(710203.1)