

05-17-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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. f/k/a
 The Museum Company Acquisition Corp.
 695 Route 46 West, Suite 400
 Fairfield, NJ 07004-1545
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State DE
 Other _____

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

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

Execution Date: 4/12/02

2. Name and address of receiving party(ies)
 Name: Fleet Retail Finance Inc.
 Internal Address: 5-6-12
 Address: _____
 Street Address: 40 Broad Street
 City: Boston State: MA Zip: 02109

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State DE
 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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
 1,479,649 2,436,282
 2,120,634 1,654,111

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$115.00
 Enclosed
 Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Daphne E. Schmitt
 Internal Address: Brown Rudnick Berlack

 Street Address: One Financial Center

 City: Boston State: MA Zip: 02111

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.

Daphne E. Schmitt

 Name of Person Signing

Daphne E. Schmitt

 Signature

4/12/02

 Date

Total number of pages including cover sheet, attachments, and document: 15

05/16/2002 GTOW11 00000102 1479649 01 FC:481 02 FC:482

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

40.00 DP 75.00 DP

TRADEMARK REEL: 002507 FRAME: 0792

Attachment to #1

Glassmasters Manufacturing, Inc. f/k/a
The Museum Company Manufacturing Corp.
2501 Mechanicsville Turnpike
Richmond, VA 23223

Corporation - State - DE

**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

This Trademark and Trademark Applications Security Agreement (the "TM Security Agreement") is made as of the 12th day of April, 2002, by the Museum Company Acquisition Corp. , a Delaware corporation with offices at c/o The Kier Group Holdings LLC, at 1330 Avenue of the Americas, New York, New York 10019 (the "TMCAC"), The Museum Company Manufacturing Corp., a Delaware corporation with offices at c/o The Kier Group Holdings LLC, at 1330 Avenue of the Americas, New York, New York 10019 ("TMC Manufacturing") and Fleet Retail Finance Inc., a Delaware corporation with offices at 40 Broad Street, Boston, Massachusetts 02109, the "Lender", identified in that certain First Amended and Restated Loan and Security Agreement of even date herewith (as the same may be amended from time to time, the "Loan Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Loan Agreement.

RECITALS

WHEREAS, pursuant to the Loan Agreement, the Lender has agreed to make certain Loans available to TMCAC, TMC Manufacturing, SFMB Acquisition Corp, a Delaware corporation with offices at c/o The Kier Group Holdings LLC, at 1330 Avenue of the Americas, New York, New York 10019 ("Parent") and The San Francisco Music Box Company, a California corporation with offices at 390 North Widget Lane, Suite 200, Walnut Creek, California, 94598 ("SFMBC") (collectively, TMCAC, TMC Manufacturing, the Parent and SFMBC shall be referred to herein as the "Borrowers" and each shall be referred to individually as a "Borrower");

WHEREAS, pursuant to the Loan Agreement the Borrowers have granted to the Lender a security interest in the Collateral for the benefit of the Lender to secure the Liabilities of all the Borrowers to the Lender;

WHEREAS, as a condition, among others, to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Liabilities of all the Borrowers to the Lender and to more fully vest the security interest granted in the Loan Agreement, TMCAC and TMC Manufacturing have executed this TM Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, TMCAC, TMC Manufacturing and the Lender agree as follows:

1. To secure the Liabilities, TMCAC and TMC Manufacturing each hereby grants a security interest in favor of, and collaterally assigns to the Lender, with power of sale (which power of sale shall be exercisable only following the occurrence and continuation of an Event of Default as defined in the Loan Agreement and used herein as so defined), in and to the following and all proceeds thereof:

a. All of TMCAC's and TMC Manufacturing's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

b. All renewals of any of the foregoing.

c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

e. All of TMCAC's and TMC Manufacturing's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications described in Subsection 1(a), together with the items respectively described in Subsections 1(b) through and including 1(e) are hereinafter individually and/or collectively referred to as the "Marks".

2. Until this TM Security Agreement is terminated in writing by a duly authorized officer of the Lender, TMCAC and TMC Manufacturing shall undertake the following with respect to each Mark:

a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

b. At TMCAC's and TMC Manufacturing's sole cost, expense, and risk, pursue the prompt, diligent, processing of each trademark application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, unless the respective service mark or trademark is abandoned (provided, however, that TMCAC and TMC Manufacturing shall notify the Lender of any intent to abandon any service mark or trademark).

c. At TMCAC's and TMC Manufacturing's sole cost, expense, and risk, take any and all action that TMCAC and TMC Manufacturing reasonably deems necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

3. In the event of:

a. either TMCAC's and TMC Manufacturing's failure, within five (5) days of written notice from the Lender, to cure any failure by TMCAC and TMC Manufacturing to perform any of TMCAC's and TMC Manufacturing's obligations set forth in Section 2, above, and/or

b. the occurrence and continuation of any Event of Default,

the Lender acting in its own name or in that of either TMCAC or TMC Manufacturing may (but shall not be required to) act in either TMCAC's or TMC Manufacturing's place and stead and/or in the Lender's own right in connection therewith.

4. Borrower represents and warrants that:

a. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by each of TMCAC and TMC Manufacturing.

b. No liens, claims or security interests have been granted in any Mark by TMCAC and TMC Manufacturing to any Person other than to the Lender.

5. In order to further secure the Liabilities:

a. TMCAC and TMC Manufacturing shall give the Lender written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

i. Either TMCAC or TMC Manufacturing obtains rights to, and files applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than TMCAC's and TMC Manufacturing's right to sell products containing the trademarks of others in the ordinary course of TMCAC's and TMC Manufacturing's business).

ii. Either TMCAC or TMC Manufacturing becomes entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than TMCAC's and TMC Manufacturing's right to sell products containing the trademarks of others in the ordinary course of TMCAC's and TMC Manufacturing's business).

iii. Either TMCAC or TMC Manufacturing enters into any new trademark license agreement or service mark license agreement, whether as licensor or licensee, except such license agreements entered into in the ordinary course of business.

b. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 5(a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

c. TMCAC and TMC Manufacturing hereby authorize the Lender to modify this agreement by amending **EXHIBIT A** to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the modification of said **EXHIBIT A** shall not be a condition to the creation or perfection of the security interest created hereby.

6. Upon the occurrence and continuation of any Event of Default, the Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted and amended from time to time in the Commonwealth of Massachusetts with respect to the Marks, in addition to which the Lender, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and is continuing and that the Lender is authorized to exercise such rights and remedies.

7. Both TMCAC and TMC Manufacturing hereby irrevocably constitute and designate the Lender as and for TMCAC's and TMC Manufacturing's attorney-in-fact, effective with and upon the Lender's first exercise (the "**First Exercise**") of such powers following the occurrence and continuation of any Event of Default:

a. To exercise any of the rights and powers referenced in Section 2.

b. To execute all and singular such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within TM Security Agreement is terminated by a duly authorized officer of the Lender, but shall be exercisable only following the occurrence and continuation of an Event of Default.

8. Any use by the Lender of the Marks as authorized hereunder in connection with the exercise of the Lender's rights and remedies under the within TM Security Agreement and the Loan Agreement shall be coextensive with TMCAC's and TMC Manufacturing's rights thereunder and with respect thereto and without any liability for royalties or other related charges

from the Lender to TMCAC or TMC Manufacturing. Such use by the Lender shall be permitted only with and upon the First Exercise following the occurrence and continuation of an Event of Default.

9. Lender hereby acknowledges that TMCAC and TMC Manufacturing shall continue to have the exclusive right, prior to notice from the Lender following the occurrence and continuation of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by TMCAC and TMC Manufacturing to protect the Marks against encroachment by third parties; provided, however, that TMCAC and TMC Manufacturing first notify Lender in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by TMCAC and TMC Manufacturing.

10. Following the payment and satisfaction of all Liabilities, and the termination of any obligation of the Lender to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Lender shall execute and deliver to TMCAC and TMC Manufacturing all such instruments as TMCAC and TMC Manufacturing reasonably may request to release any encumbrance in favor of the Lender created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan Agreement.

11. TMCAC and TMC Manufacturing shall, at the request of the Lender, do any and all acts and execute any and all documents reasonably required by the Lender in connection with the protection, preservation, and enforcement of the Lender's rights hereunder.

12. TMCAC and TMC Manufacturing shall, upon demand, reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of any rights hereunder (including, without limitation, fees and expenses of counsel).

13. Neither anything contained in the within TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Lender any rights in and to the Marks, or (b) conveying to the Lender any right of prior approval of, or right to prevent the granting of, or right to rescind any non-exclusive license of any of the Marks granted by TMCAC and TMC Manufacturing, except as may be conveyed in (a) or (b) above following the occurrence and continuation of any Event of Default (and in such circumstances, only with and upon the First Exercise).

14. This TM Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Lender shall have the same rights with respect to any and all security interests in the Marks granted the Lender to secure the Liabilities hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other collateral.

15. This Trademark Security Agreement shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

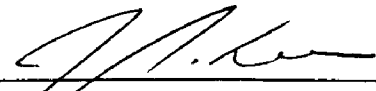
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, TMCAC and TMC Manufacturing and the Lender respectively

have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

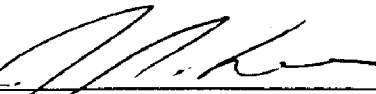
THE MUSEUM COMPANY
ACQUISITION CORP. ("TMCAC")

FLEET RETAIL FINANCE INC.
("Lender")

By: 
Print Name: JOEL KIER
Title: PRESIDENT

By: _____
Print Name: _____
Title: _____

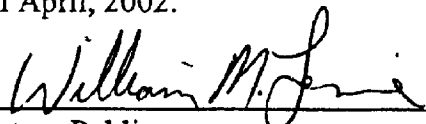
THE MUSEUM COMPANY
MANUFACTURING CORP. ("TMC
Manufacturing")

By: 
Print Name: JOEL KIER
Title: PRESIDENT

STATE OF NEW YORK
COUNTY OF NEW YORK , SS

Then personally appeared before me Joel Kier -who acknowledged that such person the duly authorized of The Museum Company Acquisition Corp. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 24 day of April, 2002.


Notary Public
My Commission Expires:
WILLIAM M. LEVINE
Notary Public, State of New York
No. 31-5065802
Qualified in New York County
Commission Expires September 16, 2002

STATE OF NEW YORK
COUNTY OF NEW YORK , SS

Then personally appeared before me Joel Kier -who acknowledged that such person the duly authorized of The Museum Company Manufacturing Corp. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 12th day of April, 2002.

William M. Levine

Notary Public

My Commission Expires:

WILLIAM M. LEVINE

Notary Public, State of New York

No. 31-5065802

Qualified in New York County

Commission Expires September 16, 2002

STATE OF
COUNTY OF , SS

Then personally appeared before me _____ -who acknowledged that such person the duly authorized of the Lender and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this ___ day of April, 2002.

Notary Public

[Signature Page to Trademark Security Agreement for TMC Borrowers]

IN WITNESS WHEREOF, TMCAC and TMC Manufacturing and the Lender respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

THE MUSEUM COMPANY
ACQUISITION CORP. ("TMCAC")

FLEET RETAIL FINANCE INC.
("Lender")

By: _____

By: T. R. Tabin

Print Name: _____

Print Name: Timothy R. Tabin

Title: _____

Title: Director

THE MUSEUM COMPANY
MANUFACTURING CORP. ("TMC
Manufacturing")

By: _____

Print Name: _____

Title: _____

STATE OF _____
COUNTY OF _____, SS

Then personally appeared before me _____-who acknowledged that such person the duly authorized of The Museum Company Acquisition Corp. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this ___ day of April, 2002.

Notary Public
My Commission Expires:

[Continued Signature Page to Trademark Security Agreement for TMC Borrowers]

STATE OF
COUNTY OF _____, SS

Then personally appeared before me _____-who acknowledged that such person the duly authorized of The Museum Company Manufacturing Corp. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this ___ day of April, 2002.

Notary Public
My Commission Expires:

STATE OF *Mass.*
COUNTY OF *Suffolk*, SS

Then personally appeared before me *Timothy R. Tobin*-who acknowledged that such person the duly authorized of the Lender and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this *12th* day of April, 2002.

Janet S. Wamsley
Notary Public

JANET S. WAMSLEY, Notary Public
My Commission Expires December 9, 2005

EXHIBIT A**Trademark / Service Mark Registrations**

TMC's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trademark applications.

<u>COUNTRY</u>	<u>FILED</u>	<u>APPL#</u>	<u>REGDT</u>	<u>REG#</u>	<u>STATUS</u>
USA	7/18/86	73/610199	3/8/88	1,479,649	Registered.
USA	10/1/96	75/174904	12/9/97	2,120,634	Registered.
Canada	7/16/93	0733083	12/8/95	TMA451462	Registered.
Canada	5/2/78	0424262	9/26/80	TMA250844	Registered.
USA	3/5/99	75/655038	3/20/01	2,436,282	Registered.
Argentina	3/13/00	2273535	7/24/01	1.838.032	Registered.
Australia	2/18/00	824,306	2/9/01	824,306	Registered.
Brazil	5/9/00	822700425	N/A	N/A	Pending.
China	4/21/00	TUSAS- 0036	N/A	N/A	Pending.
CTM (Europe)	2/14/00	1511351	N/A	N/A	Pending.
Indonesia	2/28/00	Unknown	4/2/01	471523	Registered.
Kuwait		46863	N/A	N/A	Pending.
Malaysia	3/8/00	2000/2550	N/A	N/A	Pending.
Mexico	2/18/00	411,713	5/19/00	654,520	Registered.
New Zealand	2/21/00	608863	8/24/00	608863	Registered.
Saudi Arabia	2/28/00	Unknown	Unknown	561/27	Registered.
Singapore	3/1/00	T00/03213F	N/A	N/A	Pending.
USA	12/11/89	74/009888	8/13/91	1,654,111	Renewed.

April 26, 2002

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Trademark Security Agreement – The San Francisco Music Box Company

Dear Sir/Madam:

Please find enclosed the following documents:

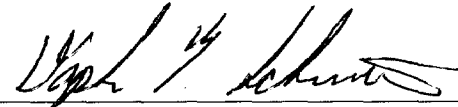
1. An original executed Trademark Recordation Form Cover Sheet; and
2. An executed Trademark Security Agreement (copy).

To satisfy the PTO's administrative fees for recording the Trademark Security Agreement against each Trademark listed on the Recordation Form Cover Sheet, I have further enclosed a check in the amount of \$115.00, payable to the Commissioner of Trademarks.

Thank you for your assistance in this matter. Please call me if you have any questions or comments.

Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
Daphne E. Schmitt

Enclosures

#1067668 v2 - 20728/25