

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Attorney Docket No.: 11895-1

To the United States Patent and Trademark Office, Office of Public Records: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>RCGTM, Inc. a Delaware corporation</p>	<p>2. Name and address of receiving party(ies):</p> <p>CALVERT RETAIL INC. Montchanin Mills 100 W. Rockland Road, Suite A P.O. Box 302 Montchanin, DE 19710</p> <p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership-State: <input checked="" type="checkbox"/> Corporation-: DELAWARE <input type="checkbox"/> Other:</p> <p>If Assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment.)</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Release of Security Agreement</p> <p>Execution Date: July 30, 1999</p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s):</p> <p>B. Trademark Registration No.(s): 2,068,680; 2,076,909; 2,076,910; 2,115,979; and 2,236,369</p>
<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p>PATRICIA SMINK ROGOWSKI CONNOLLY BOVE LODGE & HUTZ LLP P. O. Box 2207 1007 N. Orange Street Wilmington, DE 19899 Telephone: (302) 658-9141 Facsimile: (302) 658-5614</p>	<p>6. Total number of applications and registrations involved: [5]</p> <p>7. Total fee (37 CFR 3.41) Cal. <u>1</u> x \$40.00 = \$ 40.00 <u>4</u> x \$25.00 = \$ 100.00 \$ 140.00</p> <p><input type="checkbox"/> Fee enclosed. <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account.</p> <p>8. Deposit Account number: <u>03-2775</u> (or any additional fees required)</p>

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.

PATRICIA SMINK ROGOWSKI
Name of Person Signing
Reg. No. 33,791
Docket: 11895-1

Patricia S. Rogowski
Signature

October 28, 2003
Date

Total number of pages including cover sheet, attachments and document: [4]

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ASSIGNMENT OF INTANGIBLES

THIS ASSIGNMENT OF INTANGIBLES (the "Assignment") is made as of the 30th day of July, 1999, by **READING CHINA AND GLASS, INC.**, a Delaware corporation, and **RCGTM, INC.**, a Delaware corporation (collectively, the "Assignor"), in favor of **CALVERT RETAIL INC.**, a Delaware corporation (the "Assignee").

WITNESSETH:

Assignor and Assignee are parties to a Purchase and Sale Agreement dated June 28, 1999 (the "Purchase and Sale Agreement") pursuant to which Assignor agreed to sell and Assignee agreed to purchase certain property located in Newark, New Castle County, Delaware (the "Premises"). This Assignment is being delivered pursuant to Subsection 8.1.3 of the Purchase and Sale Agreement.

NOW, THEREFORE, for good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns and transfers to Assignee all of the following, to the extent assignable or transferable without payment of transfer charges or fees therefor unless such charges or fees have been paid by Assignee (collectively, the "Intangibles"):

- (a) all licenses, authorizations, approvals, permits and certificates of occupancy, if any, issued by any governmental authority and relating to the ownership, operation, maintenance, use or occupancy of the Premises;
- (b) all currently effective warranties or guaranties given by any contractor, supplier or manufacturer of (i) any personal property or fixture installed in or used in connection with the Premises, and (ii) any work performed on or improvements included in the Premises; and
- (c) all advertising literature, catalogs, customer and supplier lists, designs, software, trademarks, the Trade Names; telephone numbers, corporate names including but not limited to "Reading China and Glass, Inc.," brand names, patents, internet domain names, and other intellectual property rights, except for Assignor's computer hardware, software computer peripherals, and postage system described as Equipment in the Purchase and Sale Agreement.

Assignor represents and warrants to Assignee that (a) Assignor is the owner of the Intangibles, (b) the Intangibles are free and clear of all liens, charges, encumbrances and security interests, and (c) subject to the foregoing, Assignor has full right, power and authority to sell the Intangibles and to make this Assignment.

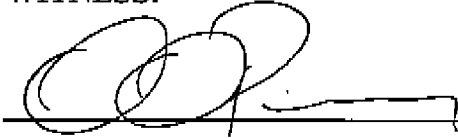
This Assignment shall inure to the benefit of Assignee, its successors and assigns and shall be binding upon, Assignor, its successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR:

READING CHINA AND GLASS, INC.,
a Delaware corporation

WITNESS:



By: Ronald F. Stengel
Ronald F. Stengel, President

Attest: Stefanie L. Smoke
Stefanie L. Smoke, Secretary

[CORPORATE SEAL]

RCTGM, INC.,
a Delaware corporation

WITNESS:



By: _____
Ronald F. Stengel, President

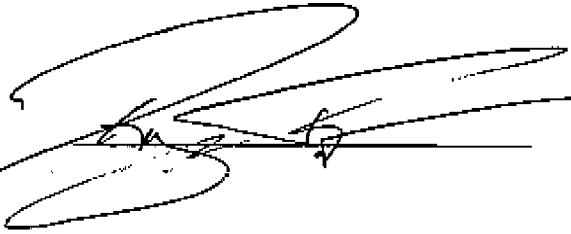
Attest: Stefanie L. Smoke
Stefanie L. Smoke, Secretary

[CORPORATE SEAL]

ASSIGNEE:

CALVERT RETAIL INC.,
a Delaware corporation

WITNESS:



By: JAY BRINSFIELD, VICE PRESIDENT
(Print name, title)

TRADEMARK

Attachment to Recordation Form Cover Sheet

READING CHINA & MORE	2,068,680
READING CHINA	2,076,909
READING CHINA & GLASS	2,076,910
KITCHEN & COMPANY	2,115,979
YOUR KITCHEN & DINING ROOM SUPERSTORE	2,236,369