

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glassmasters Manufacturing, Inc.	The Museum Company Manufacturing Corp.	09/10/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Omnia Corporation
Doing Business As:	Glassmasters
Street Address:	2501 Mechanicsville Turnpike
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23223
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1479649	GLASSMASTERS

CORRESPONDENCE DATA	
Fax Number:	(804)648-7839
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	804-648-4744
Email:	Jdickenson@glassmasters.com
Correspondent Name:	Attention: Jacqueline Dickenson
Address Line 1:	2501 Mechanicsville Turnpike
Address Line 4:	Richmond, VIRGINIA 23223

NAME OF SUBMITTER:	Marvin Alan Rosman, Esq.
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Total Attachments: 8
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U.S. TRADEMARK ASSIGNMENT

THIS ASSIGNMENT made the 23rd day of April, 2004 and made retroactively effective as of September 10, 2002.

WHEREAS, Glassmasters Manufacturing, Inc., (formerly known as The Museum Company Manufacturing Corp.), a Delaware corporation (the AAssignor@), is the owner of all right, title and interest in and to the trademarks that are the subject of the registration listed on Exhibit A attached hereto (hereinafter, the ATrademarks@);

WHEREAS, Ommia Corporation, Inc., a Virginia corporation (the AAssignee@), desires to acquire all of Assignor=s right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, Assignor does hereby grant, assign and set over to Assignee, its successors, assigns and legal representatives, the entire right, title and interest of Assignor in and to the Trademarks, together with Assignor=s interest in the goodwill symbolized by such Trademarks, and with the right to sue and collect for damages and/or profits for past infringements of said Trademarks, the intent hereof being to substitute Assignee in the place of Assignor.

THIS assignment is subject to a security interest held by Fleet Retail Finance, Inc., which has been assumed by Assignee as set forth in the Agreement dated September 10, 2002 by and between Fleet Retail Finance, Inc. and Ommia Corporation, a copy of which is attached hereto as Exhibit B.

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed in its name by its proper and duly authorized corporate office as of the day and date first set forth above.

GLASSMASTERS MANUFACTURING, INC.

By: *Mitchell Fox*
Name: MITCHELL FOX
Title: VICE PRESIDENT

STATE OF Virginia)
) ss:
CITY/COUNTY OF Henrico)

On this 23 day of April, 2004, before me personally appeared Mitchell Fox to me personally known, who, being duly sworn, did say that he is the Vice President of Glassmasters Manufacturing, Inc., and that he duly executed the foregoing instrument for and on behalf of said company being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

My Commission Expires July 31, 2006

Jacqueline L. Nicholson
Notary Public

Exhibit A

Patents, Trademarks and Copyrights

Patents:

None

Copyrights:

None

Trademarks:

-transferred originally from Omnia, Inc.:

Mark	Jurisdiction	Registration No.	Registration Date
Glassmasters	United States	1479649	0/8/1988
Glassmasters	Canada	TMA451462	12/8/1995
Glassmasters and design	Canada	TMA250844	9/26/1980
Glassmasters	Japan	3314746	5/30/1997
Glassmasters	United Kingdom	1539896	7/7/1995

AGREEMENT

THIS AGREEMENT is made this 10th day of September, 2002, by among Fleet Retail Finance Inc. ("Fleet"), in its capacity as Collateral Agent and Administrative Agent under a certain Second Amended and Restated Loan Security Agreement, Glassmasters Manufacturing, Inc., a Delaware corporation ("Glassmasters"), Omnia Corporation, a Virginia corporation (collectively, the "Borrower"), The Museum Company, Inc. (f/k/a The Museum Company Acquisition Corp. ("TMC") and Citizens and Farmers Bank, d/b/a Citizens and Commerce Bank (the "Bank") in connection with (i) that Stock Purchase Agreement by and between Omnia Corporation and The Museum Company, Inc. dated September 10, 2002, and (ii) that Intercreditor Agreement among inter alia SFMB Acquisition Corp., Fleet and FKATMC, Inc. (f/k/a The Museum Company, Inc.), and (iii) that certain Standby Letter of Credit issued by Fleet in favor of the Bank and dated as of September 10, 2002 (the "Letter of Credit"), and (iv) that certain Junior Subordinated Note from Glassmasters delivered to FKATMC and dated as of April 12, 2002 (the "Junior Subordinated Note").

1. Each of Fleet and Borrower separately agree that within three (3) business days of the date it is in actual receipt of any notices or other written communication that any of the following has occurred or is alleged by any interested party to have occurred, it will send a copy of such notice or communication to the Bank in the manner set forth in Paragraph 2 below: (i) as to the Junior Subordinated Note (as it may be amended, restated, refinanced or otherwise modified), Default (whether in the payment of money or otherwise), acceleration, enforcement or attempted enforcement of any right or remedy provided under the Note following the occurrence of a Default, (as defined in the Junior Subordinated Note), foreclosure or attempted foreclosure upon the collateral security for the Junior Subordinated Note, litigation involving the Junior Subordinated Note or of any modification or amendment restatement thereof, and (ii) as to the Intercreditor Agreement, any modification, amendment or restatement, of any term or condition thereof concerning the Junior Subordinated Note. Each of Fleet and the Borrower separately agree to exercise their respective reasonable best efforts to provide C&C with reliable information pertaining to the foregoing within three (3) business days of such receipt, provided, however, that Fleet and the Borrowers shall incur no liability for failure to do so absent receipt of actual knowledge. This obligation to notify the Bank shall terminate upon the earlier of the expiration of the Letter of Credit or the release of the Letter of Credit as provided in Paragraph 3 hereof or otherwise.

2. Notice shall be in writing and shall be sent by (i) facsimile or (ii) recognized overnight courier or delivery service and in either case, (iii) first class postage prepaid US Mail to the Bank as follows (or to such other addresses and facsimile numbers as the Bank may thereafter direct in writing):

If to the Bank:	Citizens and Farmers Bank d/b/a Citizens and Commerce Bank Commercial Lending 1400 Alverser Drive Richmond, Virginia 23113
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If by Facsimile: (804) 378-9129

With a copy to: Robert H. Chappell, III, Esquire
Spotts Fain Chappell & Anderson, P.C.
411 East Franklin Street, Suite 600
Richmond, Virginia 23219

If by Facsimile: (804) 788-0570

3. Upon the entry of an order by the United States Bankruptcy Court for the Southern District of New York or other court of competent jurisdiction authorizing the termination and release of Glassmasters Manufacturing Inc. as an obligor under and the release of its assets or security for the Junior Subordinated Note from Glassmasters delivered to FKATMC, the Bank shall undertake all actions which Fleet, TMC or Glassmasters deem reasonably necessary or desirable to accomplish the release and termination of a certain \$750,000 Standby Letter of Credit issued to the Bank on September __, 2002 as security for Glassmasters' obligations under such Junior Subordinated Note. Without limitation of the generality of the foregoing, within four (4) Business Days of the entry of such order the Bank shall (i) send written certification to Fleet National Bank as issuer of such Letter of Credit as to the entry of such a final, non-appealable order and any execution of any necessary documents to effectuate the release in the form required to cause the occurrence of the Expiry Date (as defined under the Letter of Credit) under the terms of the Letter of Credit and (ii) deliver the original Letter of Credit to Fleet National Bank for cancellation.

[Signature page to Agreement]

FLEET RETAIL FINANCE, INC., as
Administrative Agent and Collateral Agent
as aforesaid

By _____

Title _____

GLASSMASTERS MANUFACTURING,
INC.

By *Mitchell Top*

Title *PRESIDENT*

OMNIA CORPORATION

By *Martha Call Gibby*

Title *CEO*

CITIZENS AND FARMERS BANK
d/b/a CITIZENS AND COMMERCE
BANK

By _____

Title _____

THE MUSEUM COMPANY, INC.

By _____

Title _____

[Signature page to Agreement]

FLEET RETAIL FINANCE, INC., as
Administrative Agent and Collateral Agent
as aforesaid

By _____

Title _____

GLASSMASTERS MANUFACTURING,
INC.

By _____

Title _____

OMNIA CORPORATION

By _____

Title _____

CITIZENS AND FARMERS BANK
d/b/a CITIZENS AND COMMERCE
BANK

By Kath - [Signature]

Title VP

THE MUSEUM COMPANY, INC.

By _____

Title _____

[Signature page to Agreement]

FLEET RETAIL FINANCE, INC., as
Administrative Agent and Collateral Agent
as aforesaid

By 

Title AVP

GLASSMASTERS MANUFACTURING,
INC.

By _____

Title _____

OMNIA CORPORATION

By _____

Title _____

CITIZENS AND FARMERS BANK
d/b/a CITIZENS AND COMMERCE
BANK

By _____

Title _____

THE MUSEUM COMPANY, INC.

By _____

Title _____

[Signature page to Agreement]

FLEET RETAIL FINANCE, INC., as
Administrative Agent and Collateral Agent
as aforesaid

By _____

Title _____

GLASSMASTERS MANUFACTURING,
INC.

By _____

Title _____

OMNIA CORPORATION

By _____

Title _____

CITIZENS AND FARMERS BANK
d/b/a CITIZENS AND COMMERCE
BANK

By _____

Title _____

THE MUSEUM COMPANY, INC.

By  _____

Title RAZ ALON
SECRETARY