

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement and Power of Attorney

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Glass Group, Inc		08/04/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc.
Street Address:	1211 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2835624	WE ARE GLASS PEOPLE
Registration Number:	2797641	GGI
Serial Number:	78291213	GGI
Serial Number:	78453803	DECORASPRAY

CORRESPONDENCE DATA

Fax Number: (215)564-8120

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215 564-8013

Email: kgibson@stradley.com

Correspondent Name: Kevin M. Masucci, Esquire

Address Line 1: 2600 One Commerce Square

Address Line 2: Stradley Ronon Stevens & Young, LLP

Address Line 4: Philadelphia,, PENNSYLVANIA 19103

NAME OF SUBMITTER:

Kyle D. Gibson

Total Attachments: 5

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Security Agreement

Trademarks

WHEREAS, THE GLASS GROUP, INC., a Delaware corporation (herein referred to as "Glass"), has adopted, used and is using the trademarks and service marks listed in Schedule 1-A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule 1-B attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Glass is obligated to THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation (herein referred to as "Lender"), and has entered into a Trademark and Patent Security Agreement dated the date hereof (the "Agreement") in favor of Lender; and

WHEREAS, pursuant to the Agreement, Glass has granted to Lender a security interest in, and mortgage on, all right, title and interest to Glass in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Glass does hereby further grant to Lender a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Glass does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Glass has caused this Agreement to be duly executed by its duly authorized officer as of the 4th day of August, 2004.

THE GLASS GROUP, INC.

By: 

Name: Kenneth C. Rock

Title: President and CEO

COMMONWEALTH OF PENNSYLVANIA


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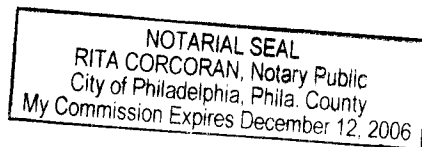
) ss:

COUNTY OF PHILADELPHIA

)

On this 11th day of August 2004, before me personally came Kenneth C. Rock, to me known, who being duly sworn, did depose and say, that he is the President and CEO of THE GLASS GROUP, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public



SCHEDULE 1-A

U.S. Registered Trademarks

<u>Item Registration #</u>	<u>Effective Date</u>	<u>Expiration Date</u>
2,835,624	April 20, 2004	April 20, 2014
2,797,641	December 23, 2003	December 23, 2013

U.S. Pending Applications

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Comment</u>
GGI	78/291,213	August 22, 2003	
DECORASPRAY	78/453,803	July 21, 2004	

SCHEDULE 1-B

U.S. Common Law Trademarks/Service Marks

<u>Trademark/Service Marks</u>	<u>Date of First Use</u>	<u>Comment</u>
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NONE

Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
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Flat River Glass Company	1977	
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The Glass Group, Inc.	June 26, 2004	
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COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

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