

FORM PTO-1594 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
Copyright 1994-97 LegalStar  
TM05/REV03

05-21-1998



HEET  
JLY

Docket No.:

5/15/98

Tab settings

To the Honorable Commissioner of 100717439 the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**H.F. Barrows Co.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State              **Massachusetts**  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies)       Yes  No

2. Name and address of receiving party(ies):

Name: **Jewels By Marissa, Ltd.** MAY 15 1998

Internal Address: \_\_\_\_\_

Street Address: **106 South Washington Street**

City: **North Attleboro** State: **MA** ZIP: **02761**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State              **Rhode Island**  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is                       Yes     N  
(Designations must be a separate document from  
Additional name(s) & address(es)                       Yes     N

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: **July 2, 1981**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s)  
**693,500              BARROWS              02/23/1960**

Additional numbers                       Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Elliot A. Salter, Esq.**

Internal Address: \_\_\_\_\_

**SALTER & MICHAELSON**

Street Address: **321 South Main Street**

05/19/1998 DCOATES 00000224 693500

01 FC:481                      40.00 OP  
City: **Providence** State: **RI** ZIP: **02903-**

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: \_\_\_\_\_

DO NOT USE THIS SPACE

*Elliot A. Salter*

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.*

**Elliot A. Salter**                      \_\_\_\_\_                      **May 14, 1998**

Name of Person Signing                      Signature                      Date

AGREEMENT

Made this 2<sup>nd</sup> day of July, 1981, by and between H. F. Barrows Co. (the "Corporation") and H.F.B. Realty Trust (the "Trust"), respectively a Massachusetts corporation and trust, of North Attleboro, Massachusetts, also referred to appropriately as such and/or as the "entities" or "Seller", and Allen Riley, Elmer N. Riley and Nathaniel S. Thayer, and C. John McCloughan, Jr.; and Jewels by Marissa, Ltd. ("a/k/a Marissa, Ltd."), a Rhode Island corporation and Paul D. Asadoorian and Eleanor A. Asadoorian, or their assignee, also referred to appropriately as the "individual Buyers" and/or "corporate Buyer" and/or "Buyer".

W I T N E S S E T H

WHEREAS, the Seller has been engaged for many years in business as a jewelry manufacturer in North Attleboro, Massachusetts, and said individual sellers are principal shareholders and officers of the Seller; and

WHEREAS, the Seller desires to sell certain of its assets; and

WHEREAS, the Corporate Buyer has also been engaged for many years in business as a jewelry manufacturer and Paul and Eleanor Asadoorian are principal shareholders and officers of the Corporate Buyer; and

WHEREAS, the Buyer desires to purchase certain of the assets of the Seller;

NOW THEREFORE, in consideration of the foregoing and the terms and conditions contained herein, the parties hereto agree as follows:

1. Sales and Purchase of Assets. The Seller hereby agrees to sell

and the Buyer agrees to purchase pursuant to the terms and conditions of this agreement, the following assets of the Seller:

(a) Land and Buildings at 102 S. Washington Street, and on Chestnut Street, North Attleboro, Massachusetts, (Assessor's Plat 4, Lots 18, 21, 22, 17), it is contemplated will be taken as Tenants by the Entirety by the husband and wife, as described in Exhibit "A" attached and made part hereof in a Warranty Deed.

(b) Inventory. All of the Seller's finished goods, raw materials, work in process, supplies and inventories of any kind and description, including without limitation, work in process with outside vendors, but excluding materials held on consignment at any refiner, provided that "sample lines" held by customers and/or by sales personnel are not included but are to be left in place by Seller "as is" until February 1, 1982, all generally as listed and priced in Exhibit "B" attached and made part hereof.

(c) Tangible Personal Property. All of the Seller's machinery, equipment, tools, dies, appliances, office furniture and equipment, fixtures, leasehold improvements (but excluding all motor vehicles) of every kind and description, including without limitation, the machinery and equipment listed in Exhibit "C" attached hereto and made a part hereof; and

(d) Intangibles. All of Seller's processes, formulae, trademarks, trade names, copyright labels and other trade rights, contract rights, orders, customers' lists, list of vendors, and the Seller's goodwill and the right to use the name "H. F. Barrows Co., ~~Inc.~~" and initials "HFB" or similar, but specifically excluding from the sale all policies of insurance and the ~~mark~~ TRADEMARK

surrender value of such policies, all accounts receivable, cash and stock and assets of Baramod, Inc. and corporate records.

2. Purchase Price.

(a) Price. As consideration for the purchase of the assets enumerated in paragraph 1 hereof, the Buyer agrees to pay to Seller a base purchase price of

(b) Payment of the Purchase Price. The Buyer shall pay the purchase price as follows:

(i) In cash on July 2, 1981 at the "closing on inventory",

Dollars at which time Seller will transfer to Buyer or its assignee said inventory plus a Lease running to Buyer per Exhibit "D" attached hereto and made part hereof.

(ii) In cash five (5) days after the funds are available to the Buyer, but not later than December 31, 1981 (the "final closing date") the balance due or Dollars from the proceeds of a bond issue to be provided through local or Massachusetts Industrial Development Bonds, the procurement of such proceeds being a condition to Buyer's obligations hereunder. Buyer agrees to take all actions necessary to obtain the issuance of said Bonds and the release of the funds as promptly as possible.

3. Seller's Liabilities. It is expressly understood and agreed that Buyer is not assuming any liabilities of Seller except the liabilities, obligations and responsibilities of Seller with respect to:

(1) unfilled orders from Seller's customers as of the date of the

9/3 LIABILITIES  
RECEIVED  
Paul Hadjigian  
Francis Chalko  
BUYER

TRADEMARK

REEL: 1728 FRAME: 0536

closing, and such commissions as are due the sales agent thereon;

(2) the agreement for security services, and the lease on IBM equipment (the Seller's equity therein to be conveyed to Buyer at the "inventory closing") as part of the purchase price;

(3) Leach & Garner for materials delivered after July 1, 1981;

(4) the next three installments at about \$5,000.00 each on the new catalogue, and as to such obligations and responsibilities Buyer shall assume as of the date of the closing on the inventory.

Buyer hereby agrees to indemnify, defend and save harmless Seller with respect to agreements, liabilities, obligations and responsibilities assumed under this paragraph.

4. Closing.

(a) Date and Time. Unless otherwise mutually agreed in writing, the transactions contemplated hereby shall be closed

(i) as to "closing on inventory" and the "Lease" at 1:30 o'clock P.M. on July 2, 1981, at the offices of Blais, Cunningham, Thayer, Gagnon & Ross, 150 Main Street, Pawtucket, Rhode Island (such date and time is also referred to herein as the "Inventory Closing");

(ii) the closing on the balance, also referred to herein as "final closing" within five (5) days after receipt of the bond proceeds by Buyers or their exercise of their option to purchase, whichever shall first occur, but not later than December 31, 1981, as mutually agreed upon by the parties.

(b) Other Adjustments. The parties shall adjust the rent as of the date of the Final Closing. Adjustments for taxes, insurance, oil in tank,

TRADEMARK  
REEL: 1728 FRAME: 0537

utility charges and other similar charges, will be adjusted as of July 2, 1981, the Seller paying or being responsible for such items to such date and the Buyer paying or assuming the balance.

(c) Items to be Delivered by the Buyer. At the respective Closings Buyer shall deliver to the Seller as may be required herein:

(i) Cash or one or more certified checks payable to the order of the Seller in the amount provided for in subparagraph 2(b), subject to the adjustments herein set forth;

(ii) An instrument evidencing the assumption by the Buyer of the liabilities referred to in paragraph 3 hereof;

(iii) The exchange of leasing documents also referred to as "lease" herein;

(iv) The opinion of counsel referred to in paragraph 12(c) hereof.

(v) The balance of purchase price at "final closing".

(d) Items to be Delivered by the Seller. At the Inventory Closing and count, the Seller shall deliver to the Buyer:

(1) List of Customer Prices (Item by Item, both unfilled orders and ancillary records; the Lease; the inventory at the "inventory closing" as well as use of name "H. F. Barrows Co., ~~Inc.~~" and all rights to said catalogue, unfilled orders and security devices including keys, locks and combinations;

(2) Such instruments of conveyance, transfer and assignment as are sufficient to convey the Seller's right, title and interest in and to the assets which are the subject of this agreement free and clear of all liens and encumbrances;

TRADEMARK

(3) An affidavit and indemnity agreement of Seller in accordance with paragraph <sup>9(c)</sup>~~12(d)~~ hereof; and

(4) The opinion of Seller's counsel as required by paragraph 11(e) hereof.

(5) At "final closing" the realty and other property not previously conveyed.

5. Seller's Representations and Warranties. The Seller hereby represents and warrants to the Buyer as follows:

(a) Organization and good standing. The Sellers are entities duly organized, validly existing and in good standing under laws of the Commonwealth of Massachusetts, have corporate and other necessary powers to carry on Sellers' business as it is now being conducted and is duly qualified to do business and is in good standing in each jurisdiction where ownership of property or conduct of business make such qualification necessary;

(b) Authority Relative to this Agreement. The execution and delivery of this agreement has been duly authorized by a vote of the stockholders and Board of Directors and Trustee of the Sellers;

(c) Title to Properties; Absence of Liens and Encumbrances, etc. The Seller at the time of final closing has good and marketable title to the assets which are the subject of this agreement, free and clear of all liens and encumbrances other than the lien of current taxes and other items which are to be adjusted in accordance with paragraph 4(b) above, except the IBM lease and leases on real estate to be assumed as of the date of the inventory closing;

(d) Ownership of Name. The Seller to the best of its knowledge is

TRADEMARK

REEL: 1728.FRAME: 0539

the sole and exclusive owner of the name "H. F. Barrows Co., Inc.", and no one has made any claim of any kind adverse to such ownership by Seller;

(e) Financial Condition. The financial statements presented to the Buyer as of January 31, 1981, fairly reflects the financial condition of the Seller as of said date.

(f) Capital Acquisitions. No contract or commitment has been entered into by or on behalf of the Seller regarding the purchase, lease or other acquisition of any machinery, equipment or other similar capital assets to be delivered after the closing.

6. Buyer's Representations and Warranties. Buyer hereby represents and warrants as follows:

(a) Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Rhode Island, or Massachusetts.

(b) Authority Relative to this Agreement. The execution, delivery and performance of this agreement by Buyer have been duly and effectively authorized by all requisite corporate action and do not violate the provisions of Buyer's Articles of Incorporation or by laws.

7. Covenant not to Compete. Seller and said Allen O. Riley and Nathaniel S. Thayer each agree that for the period of three (3) years immediately following the Final Closing, each will not, without the consent of Buyer, directly or indirectly own, manage, operate, control or participate in or be connected with the business of manufacturing jewelry within an area encompassing a 40 mile radius of North Attleboro, Massachusetts. Seller and said individuals



acknowledge that the remedy at law for the breach by any of them of the foregoing covenant not to compete will be inadequate and that the Buyer, its successors or assigns, in addition to any remedy at law or in equity shall be entitled to injunctive relief in the event of such breach.

8. No Brokers. The Seller and Buyer represent and warrant to each other that all negotiations relative to this agreement and the transactions contemplated hereby have been carried on by or on behalf of the Seller and Buyer directly with each other, without the intervention of any person in such manner as to give rise to any valid claim against any of the parties hereto for a brokerage commission or other like payment.

9. (a) Seller's Representations True at Closing. The Seller's representations and warranties contained herein shall be true at and as of the time of the Closing as though such representations and warranties were made at and as of such time.

(b) Change of Corporate Name. Seller shall change its name to something which does not contain the words "H. F. Barrows" or initials thereof and per Exhibit "E" the accounts receivable as of inventory closing will be collected in accordance with said Exhibit and guidelines.

REEL: 1728 FRAME: 0541

used to discharge any mortgage or liens then outstanding.

(e) Opinion of Seller's Counsel. The Seller shall have delivered to Buyer an opinion of the Seller's counsel dated the closing date, in form and substance satisfactory to Buyer's counsel, to the effect that:

(i) The Sellers are entities duly organized and existing and in good standing under the laws of the Commonwealth of Massachusetts;

(ii) The execution, delivery and performance of this agreement by the Seller have been duly authorized and approved by all requisite action of the Seller's Board of Directors, stockholders and Trustees, and no stockholder of the Seller is entitled to an appraisal of the value of his interest in the Seller, and this agreement has been duly executed and delivered by the Seller and constitutes the valid and binding obligation of the Seller in accordance with its terms and such execution, delivery and performance do not violate the provisions of the Seller's Articles of Incorporation or by laws, the Trust documents, the provisions of any note of which the Seller is the maker, or of any indenture, agreement or other instrument to which the Seller is a party.

10. Accounts Receivable. The accounts receivable per Exhibit "E" plus to date and old accounts are not included in the sale and shall be kept and collected by the Sellers, provided Buyers agree hereby to cooperate in the collection of said accounts. Provided further the Buyer will apply any funds received from said customers first to the payment of amounts due the Sellers, except for <sup>ON</sup> accounts less than six months old, disputed amounts as to quantities received <sup>PRICES</sup> or quality of goods, or similar disputes, <sup>AND</sup> by forwarding all checks received from said accounts to the Sellers until such payments have been made in full, provided however, any indebtedness over six months old shall be deemed to be in dispute and the Sellers shall take such action as they deem necessary to collect the same without the requirement

TRADEMARK

REEL: 1728 FRAME: 0542

of cooperation by the Buyer as set forth hereinabove.

11. Buyer's Representations True at the Closing. Buyer's representations and warranties contained in this agreement or in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true at and as of the time of closing as though such representations and warranties were made at and as of such time.

12. Opinion of Buyer's Counsel. Buyer shall have delivered to the Seller an opinion, dated the closing date, of Francis J. Maguire, in form and substance satisfactory to the Seller's counsel, to the effect that:

(i) The Corporate Buyer is a corporation duly organized and existing in good standing under the laws of the appropriate state;

(ii) The execution, delivery and performance of this agreement by Buyer and the other documents required of Buyer hereunder have been duly authorized Buyer's Board of Directors, this agreement has been duly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer in accordance with its terms, and such execution, delivery and performance do not violate the provisions of Buyer's Certificate of Incorporation or by laws, the provisions of any note of which Buyer is the maker or of any indenture, agreement or other instrument to which Buyer is a party.

THIS IS A LIST OF OFFICIALS  
LEADER NOT SIGNED

13. Nature and Survival of Representations, etc. All statements contained in any certificate or other instrument delivered by or on behalf of any part pursuant hereto or in connection with the transactions contemplated hereby shall be deemed representations and warranties by such party hereunder.

All representations, warranties and agreements made by any part in this

TRADEMARK

REEL: 1728 FRAME: 0543

agreement or pursuant hereto, shall survive the closing hereunder and any investigation made at any time by or on behalf of another party.

14. Waiver. Each party, by action of its Board of Directors or an officer authorized by its Board of Directors, or Trustees, has the option, to waive in writing any and all of the conditions herein contained, to which its obligations hereunder are subject.

15. Contents of Agreement; Parties in Interest, etc. This agreement sets forth the entire understanding of the parties. It shall not be changed or terminated orally. All the terms and provisions of this agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the Seller and the successors and assigns of Buyer.

16. Rhode Island Law to Govern. This agreement shall be construed and enforced in accordance with the laws of the State of Rhode Island and any disputes hereunder not disposed of by the parties shall be settled by arbitration as provided in the State Statutes.

17. Notices, etc. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, registered mail, return receipt requested:

(a) If to the Seller, to:

Allen O. Riley  
Elmer N. Riley  
C. John McCloughan, Jr.  
Nathaniel S. Thayer, Esquire  
Blais, Cunningham, Thayer, Gagnon & Ross  
150 Main Street  
Pawtucket, Rhode Island

(b) If to Buyer, to:

Mr. and Mrs. Paul Asadoorian  
23 Robert Circle  
Cranston, Rhode Island

Francis J. Maguire, Esquire  
75 Weybosset Street  
Providence, Rhode Island

18. Counterparts. This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Headings. The section and paragraph headings contained in this agreement are for reference purposes only and shall not in any way effect the meaning or interpretation of this agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date first above written.

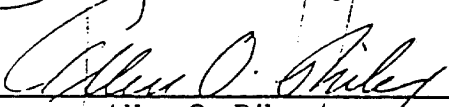
H. F. Barrows Co., Inc. and  
HFB Realty Trust

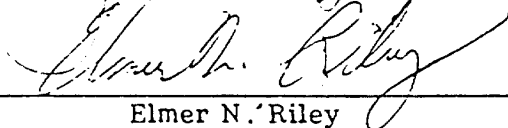
by

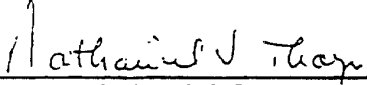
  
Allen O. Riley

by

  
John McCloughan, Jr.

  
Allen O. Riley

  
Elmer N. Riley

  
Nathaniel S. Thayer

TRADEMARK

*C. John McCloughan, Jr.*

\_\_\_\_\_  
C. John McCloughan, Jr.

All individually and as officers of the respective entities they represent

Jewels by Marissa, Ltd.

by *Paul Asadoorian*  
\_\_\_\_\_  
Paul Asadoorian

*Eleanor Asadoorian*  
\_\_\_\_\_  
Eleanor Asadoorian

*Paul Asadoorian*  
\_\_\_\_\_  
Paul Asadoorian

All individually and as officers of the respective entities they represent