FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

REC(06-09-1999 HEET

U.S. DEPARTMENT OF COMMERC
Patent and Trademark Offic

MRD 2-1-99

101027990

To the Honorable Commissioner of Pate ched original documents or copy thereof.

1. Name of conveying party(ies):

The Mocatta Group, A Division of Standard Chartered Bank

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other Bank

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

2. Name and address of receiving party(ies)

Name: Michael Anthony Jewelers, Inc.

Internal Address:

Street Address: 115 South MacQuesten Parkway

City: Mount Vernon State: NY ZIP: 10550

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Delaware
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designat is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☒ Other Letter Agreement

Execution Date: October 14, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

Please see attached sheet.

B. Trademark Registration No.(s)

Please see attached sheet.

Additional numbers attached? ☒ Yes ☐ No

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

Name: Patricia J. Igoe, Esq.

Internal Address: Peabody & Brown

Street Address: One Citizens Plaza

City: Providence State: RI ZIP: 02903

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41).....$ 790.00 E

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

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 cop the original document.

Patricia J. Igoe — Name of Person Signing

Signature

2/1/99 — Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

EXHIBIT A

TO SECURITY AGREEMENT (TRADEMARKS AND SERVICE MARKS)

As of September 1, 1998

U.S. TRADEMARK REGISTRATIONS

Registration No.	Date Registered	Trademark
1,267,092	2/14/84	MA (stylized)
1,478,629	3/1/88	Michael Anthony
1,641,205	4/16/91	Michael Anthony (script and design)
1,686,298	5/12/92	Maurice Katz
1,363,285	10/1/85	Jardinay
1,427,454	2/3/87	Goldengram
1,864,293	11/22/94	Scoreboard
1,962,889	3/19/96	Lave Leaf
1,964,798	3/26/96	The American Rope
1,980,669	6/18/96	Cast of Characters
2,036,086	2/4/97	The Angelic Alphabet
2,052,687	4/15/97	The Everything Rope
1,002,275	1/21/75	JRC (stylized)
1,370,058	11/21/85	Louis Renard
2,077,204	7/8/97	The Golden Name Collection
865,735	3/4/69	BC
2,159,239	5/19/98	The Ultimate Rope
2,157,877	5/12/98	Premium Rope
2,160,337	5/26/98	Spirit of the Team!
2,165,702	6/16/98	Michael Anthony ... The Name America Trusts, the Jewelry America Wears
2,165,703	6/16/98	Michael Anthony (script)[1]
2,169,404	6/30/98	Michael Anthony[1]

Application Serial No.	Date of Application	Trademark
75,309,885	6/17/97	MA (stylized)[1]
75,287,989	8/ /97	Marc Anton (watches only)
75/469,841	4/17/98	The White Satin Collection
75/496,419	6/4/98	Team Gold
75/477,472	4/30/98	The Name is Everything!
TBD	9/ /98	Angel Prayer

U.S. SERVICEMARK REGISTRATIONS

Registration No.	Date Registered	Servicemark
1,527,317	2/28/89	Preferred Gold Club
1,928,388	10/17/95	The Only One With It All on the Wall

[1]includes watches

marksist.lwp
090198

October 14 1998

FLEET PRECIOUS METALS INC.,
as successor Agent for BankBoston, N.A.
(f/k/a Rhode Island Hospital Trust National Bank)
for the lenders described in Exhibit A hereto
111 Westminster Street
Providence, Rhode Island 02903

Ladies and Gentlemen:

Reference is hereby made to (a) that certain Amended and Restated Intercreditor Agreement dated as of August 20, 1993, as amended from time to time (as amended, the "Intercreditor Agreement") among certain secured lenders of Michael Anthony Jewelers, Inc., a Delaware corporation (the "Borrower"); (b) that certain Amended and Restated Collateral Sharing Agreement dated as of August 20, 1993, as amended from time to time (as amended, the "Collateral Sharing Agreement") among certain consignors who have extended secured consignment facilities to the Borrower; (c) that certain Security Agreement dated as of August 20, 1993, as amended from time to time (as amended, the "Security Agreement") of the Borrower in favor of the agent named therein and those consignors who have extended secured consignment facilities to the Borrower; (d) that certain Landlord's Consent and Waiver Agreement dated as of August 20, 1993, as amended from time to time (as amended, the "Landlord's Agreement") in favor of the agent named therein for the benefit of certain consignors who have extended secured consignment facilities to the Borrower; and (e) that certain Assignment of Trademarks and Servicemarks as Collateral dated July 12, 1990, as amended from time to time (as amended, the "Trademark Assignment") of the Borrower in favor of the agent named therein and those consignors who have extended secured consignment facilities to the Borrower. The Intercreditor Agreement, the Collateral Sharing Agreement, the Security Agreement, the Landlord's Agreement the Trademark Assignment are hereinafter sometimes referred to collectively as the "Collateral Documents".

The Mocatta Group, A Division Of Standard Chartered Bank ("Mocatta") hereby acknowledges that it was a party to each of the Intercreditor Agreement, the Collateral Sharing Agreement, the Security Agreement and the Trademark Assignment and derived benefit from the Landlord's Agreement.

The letter will confirm to Fleet Precious Metals Inc., as agent, and to each of the parties to the Collateral Documents, the following:

1. Mocatta has terminated the consignment arrangement between Mocatta and the Borrower previously evidenced by, among other documents, that certain Consignment Agreement dated as of August 20, 1993 by and between Mocatta and the Borrower, as amended, and, to the extent of Mocatta's rights therein, the Collateral Documents.

FLEET PRECIOUS METALS INC.,
as successor Agent for BankBoston, N.A.
(f/k/a Rhode Island Hospital Trust National Bank)
for the lenders described in Exhibit A hereto
[illegible], 1998
Page 2

2. Mocatta acknowledges that by virtue of the termination referred to in paragraph 1 above it is no longer a party to, and accordingly consents to being deleted as a party to the Intercreditor Agreement, the Collateral Sharing Agreement, the Security Agreement and the Trademark Assignment and, in consideration thereof, Mocatta is released of any and all liability for the performance and observance of all and singular of the covenants, agreements, and conditions of the Intercreditor Agreement, the Collateral Sharing Agreement, the Security Agreement and the Trademark Assignment which are to be performed by it thereunder.

3. Mocatta shall no longer be entitled to any of the benefits of the Collateral Documents.

THE MOCATTA GROUP, A DIVISION OF
STANDARD CHARTERED BANK

By [illegible]
Title CEO - North America

PRO: 35003_1