

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

REC

04-08-1999

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings

To the Honorable Commissioner of Patents

101006869

attached original documents or copy thereof.

1. Name of conveying party(ies):

Deutsche Bank AG, New York Branch, as
Assignee of Deutsche Bank Sharps, Pixley Inc.

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

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

3. Nature of conveyance:

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

Execution Date: October 14, 1998

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 designation is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

- Enclosed
- Authorized to be charged to deposit account

B. 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 copy of 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

TRADEMARK
REEL: 1880 FRAME: 0071

EXHIBIT A

TO SECURITY AGREEMENT (TRADEMARKS AND SERVICE MARKS)

As of September 1, 1998

U.S. TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Date Registered</u>	<u>Trademark</u>
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	Jardiney
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

<u>Application Serial No.</u>	<u>Date of Application</u>	<u>Trademark</u>
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

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

¹includes watches

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".

Deutsche Bank AB, New York Branch ("DBNY") as assignee of

¹Deutsche Bank Sharps, Pixley Inc. ("DBSPI") 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. ^{DBNY} DBSPI has terminated the consignment arrangement between ^{DBNY} DBSPI and the Borrower previously evidenced by, among other documents, that certain Consignment Agreement dated as of September 1, 1994 by and between DBSPI and the Borrower, as amended, and, to the extent of DBSPI's rights therein, the Collateral Documents.

[^]except as noted below

02/09/1999 SBURNS 00000110 PEABODY&BROWN

01 FC:481 40.00 OP
02 FC:482 750.00 OP

except with respect to indemnities and other similar protective provisions

- 2. ^{DBNY} ~~DBSPI~~ 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, ^{DBNY} ~~DBSPI~~ 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. ^{DBNY} ~~DBSPI~~ shall no longer be entitled to any of the benefits of the Collateral Documents.

At New York Branch
DEUTSCHE BANK SHARPS, PIXLEY INC.

By [Signature]
Title Assistant Vice President

By [Signature]
Title Vice President

PRO: 35120_1

FLEET PRECIOUS METALS INC.,
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(f/k/a Rhode Island Hospital Trust National Bank)
for the lenders described in Exhibit A hereto
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Providence, Rhode Island 02903

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AB New York Branch
~~DEUTSCHE BANK, SHARPS, PIXLEY INC.~~

By [Signature]
Title Assistant Vice President

By [Signature]
Title Vice President

PRO: 35120_1