

RECORDATION  
TRADE

05-13-1999

Docket No.:

1437.005 #T3



101036365

Documents or copy thereof.

Tab settings → → → ▼ 5-109 ▼

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

The CIT Group/Credit Finance, Inc.

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

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

3. Nature of conveyance:

- Assignment
  - Security Agreement
  - Other Termination and Release [of loan and sec. agt]
- Merger
  - Change of Name

Execution Date: April 6, 1999

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

Name: Jewelmont Corporation

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

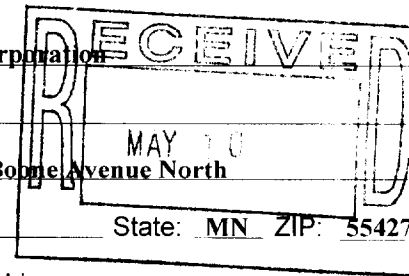
Street Address: 800 Bonne Avenue North

City: Golden Valley

State: MN ZIP: 55427

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Minnesota
- 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



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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See U.S. regs. on attached Schedule A

Additional numbers  Yes  No

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

Name: Jane Linowitz, Esq.

Internal Address: Levisohn, Lerner, Berger & Langsam

Street Address: 757 Third Avenue, Suite 2400

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:.....

15

7. Total fee (37 CFR 3.41):.....\$ \$390.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

In case of deficiency or overpayment: 02-2105

05/13/1999 DMGUYEN 00000004 73196632

DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 350.00 DP

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.

Jane Linowitz

Name of Person Signing

*Jane Linowitz*  
Signature

5/5/99  
Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

REEL: 1896 FRAME: 0482

TERMINATION AND RELEASE

This Termination and Release is made as of this 6<sup>th</sup> day of April, 1999 (the "Termination and Release") by The CIT Group/Credit Finance, Inc. with an office at 10 South LaSalle Street, Chicago, Illinois 60603 ("Lender") in favor of Jewelmont Corporation, a Minnesota corporation having an address at 800 North Boone Avenue, Golden Valley, Minnesota ("Borrower").

WHEREAS, the Borrower and Lender are parties to a Loan and Security Agreement dated as of January 15, 1997, as amended, modified or supplemented (including the other agreements, documents and instruments contemplated thereby, collectively the "Loan Agreement");

WHEREAS, the Borrower and Lender are parties to a Patent, Trademark, Copyright and License Mortgage, dated January 15, 1997, which was recorded by the Assignment Division of the United States Patent and Trademark Office on February 6, 1997 at reel 1533, frames 0230 through 0251, inclusively (the "Mortgage"), pursuant to which the Borrower granted a security interest in and collateral assignment of certain trademarks listed on Schedule A attached hereto and certain other property (collectively, the "Trademarks"), among other things, as security for the Borrower's obligations to the Lender under the Loan Agreement (the "Obligations").

WHEREAS, on the date hereof, Borrower is repaying all Obligations; and Borrower has requested that Lender release it from all obligations under the Mortgage and terminate the Mortgage.

NOW, THEREFORE, in consideration of the Obligations and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Lender hereby: (i) terminates the Mortgage; and (ii) releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Borrower, and its assigns, all of its right, title and interest, if any, in and to each Trademark and each Trademark application listed on the annexed Schedule A, including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world, and the goodwill of the business to which each of the Trademarks relates.


IN WITNESS WHEREOF, the undersigned intending to be legally bound hereby, has caused this Termination and Release to be executed by the undersigned's duly authorized officer as of this 6<sup>th</sup> day of April, 1999.

THE CIT GROUP/CREDIT FINANCE, INC.

By: \_\_\_\_\_

Name:

Title:


  
Eddy L. Milstein  
V.P.

STATE OF NEW YORK )

COUNTY NEW YORK )

BEFORE ME, on this day personally appeared Eddy Milstein, known to me to be the person whose name is subscribed to the foregoing instrument on behalf of Lender and acknowledged to me that they execute the same on behalf of the corporation and acknowledged to me that they executed the same on behalf of the corporation for the purposes and consideration expressed.

Subscribed to and sworn to before me this 7<sup>th</sup> day of April, 1999

  
Notary Public

ROBIN T. SILBERZWEIG  
NOTARY PUBLIC, State of New York  
No. 02SI5078347  
Qualified in New York County  
Commission Expires May 27, 1999

SCHEDULE A

| <b>Registered Mark</b>      | <b>Serial<br/>Number</b> | <b>Registration<br/>Number</b> | <b>Registration<br/>Date</b> |
|-----------------------------|--------------------------|--------------------------------|------------------------------|
| <u>United States:</u>       |                          |                                |                              |
| J                           | 73-196,632               | 1,137,852                      | 7/15/80                      |
| Jewelmont                   | 72-370,512               | 913,304                        | 6/8/71                       |
| Jewelmont & Design          | 72-128,092               | 740,617                        | 11/13/62                     |
| Jewelmont & Design          | 72-210,355               | 795,218                        | 8/31/65                      |
| G & Arrow Design            | 71-346,224               | 313,578                        | 6/5/34                       |
| Jene                        | 73-749,180               | 1,550,080                      | 8/1/89                       |
| Triangular Design           | 72-370,511               | 919,781                        | 9/7/71                       |
| Triangular Logo (w/o hands) | 74-502,496               | 1,955,344                      | 2/6/96                       |
| Jewelscope                  | 73-309,355               | 1,232,553                      | 3/29/83                      |
| Altmont                     | 72-128,093               | 746,575                        | 3/12/63                      |
| Golden Mist                 | 74-203,710               | 1,812,884                      | 12/21/93                     |
| Golden Ice                  | 74-712,964               | 2,070,528                      | 6/10/97                      |
| Carol D.                    | 74-713,769               | 2,122,088                      | 12/16/97                     |
| La Mode                     | 72-183,630               | 775,348                        | 8/18/64                      |
| Jewelstar                   | 74-017,420               | 1,618,672                      | 10/23/90                     |
| <u>Canada:</u>              |                          |                                |                              |
| Jene                        | 698,603                  | 425,242                        | 3/18/94                      |
| Triangular Design           | 683,975                  | 438,943                        | 2/10/95                      |
| Triangular Logo (w/o hands) | 771,979                  | 488,550                        | 1/29/98                      |
| Jewelfire & Design          | 466,097                  | 298,426                        | 12/21/84                     |