

08-31-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Silverman Jewelers Consultants, Inc.

08131999

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name Dallas Gold & Silver Exchange, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 519 Interstate 30

Address (line 2) Suite 243

Address (line 3) Rockwall

City

Texas

State/Country

75087

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization Nevada

08/31/1999 MTHAIL 00000066 1913/28

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231
REEL: 001951 FRAME: 0237

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="1913728"/>	<input type="text" value="1944835"/>	<input type="text"/>
<input type="text" value="1668801"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1667021"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)


Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Dianah King
Name of Person Signing


Signature

August 25, 1999
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

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City

State/Country

Zip Code

Individual General Partnership Limited Partnership

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Other

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Trademark Application Number(s)

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BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT First Union National Bank, a national banking association ("Seller"), as secured party under the Security Agreement dated February 2, 1996 among Silverman Retail Consultants, Inc., Silverman Jewelers Consultants, Inc. (together, "Debtor"), and Seller, for and in consideration of payment of the purchase price set forth below, does hereby sell, assign, transfer and convey to Dallas Gold & Silver Exchange, Inc., a Nevada corporation ("Purchaser"), the assets described on Schedule A attached hereto (the "Assets"). Such sale is made on the following terms:

1. **Purchase Price.** As the purchase price for the sale (the "Purchase Price"), Purchaser has delivered to Seller its promissory note dated the date hereof (the "Note") in the stated principal amount of \$2,500,000, which shall be payable on the terms set forth therein. Payment of the Note shall be secured by a security interest in the Assets pursuant to a security agreement dated the date hereof by Purchaser delivered to Seller.

2. **Representations and Warranties.** In order to induce Purchaser to purchase the Assets and pay the Purchase Price therefor, Seller hereby represents and warrants to Purchaser as follows:

(a) the Assets constitute collateral security for certain indebtedness of Debtor to Seller;

(b) the sale of the Assets provided for in this Bill of Sale is a private sale under Section 9-504 of the Uniform Commercial Code as an effect in the State of South Carolina (the "Code");

(c) Seller has a first priority perfected security interest in the Assets (except for the security interest in the trademarks, copyrights, and patents, which is not perfected); and

(d) Seller has given all notices to Debtor and any other secured parties required under Section 9-504 of the Code and has complied in all respects with all foreclosure requirements of Article 9 of the Code relating to the sale.

3. **Warranties.** THIS SALE IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE ASSETS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THE SAME ARE BEING SOLD TO PURCHASER, AS IS, WHERE IS, WITH ALL FAULTS.

4. **Governing Law; Venue.** The validity, interpretation and performance of this Bill of Sale and any dispute concerned herewith shall be governed by and construed in accordance with the substantive laws of the State of North Carolina, excluding any conflicts of law, rule or principle which might refer same to another jurisdiction. Venue

#206997 v1

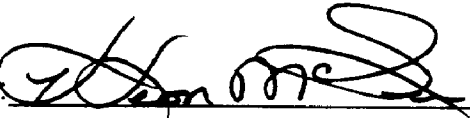
for any action brought with respect to this agreement shall lie solely in Charlotte, Mecklenburg County, North Carolina.

5. Successors and Assigns. This Bill of Sale shall bind Seller and its successors and assigns and inure to the benefit of Purchaser and its successors and assigns.

6. Amendment. This Bill of Sale may be amended, modified or supplemented only by an instrument in writing executed by the party against which enforcement of the amendment, modification or supplement is sought.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its authorized officer this 13th day of August, 1999.

FIRST UNION NATIONAL BANK

By: 

Its: SUP

EXHIBIT A

All of Debtor's assets including but not limited to goods, inventory, equipment, furniture, fixtures, stationery, general intangibles, goodwill, customer lists, trademarks, logos, copyrights, patents, licenses, inventions and franchises, accounts, contract rights, permits, licenses or franchises in connection with the use, operation or maintenance of the Debtor's business, accounts receivable, instruments, actions and rights in action, rents, issues, income, cash collateral and barter credits, all insurance and any indemnity, warranty or guaranty payable by reason of loss or damage to any of the above assets, as well as all insurance policies, books, records and files pertaining to the above assets.

10034-171881
CLTLIB01:547436.01

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT dated August 13, 1999 between **SILVERMAN JEWELERS CONSULTANTS, INC.**, a New York corporation ("SJC"), **FIRST UNION NATIONAL BANK OF SOUTH CAROLINA**, a national banking association ("Assignor"), **DALLAS GOLD & SILVER EXCHANGE, INC.**, a Nevada Corporation ("Assignee") recites and provides as follows:

WHEREAS, SJC is the owner of the trademark/service mark registrations listed on Schedule A attached hereto (collectively referred to as the "Marks"); and

WHEREAS, SJC and Assignor are parties to that certain Security Agreement dated February 2, 1996 (the "Security Agreement"), whereby the payment and performance of certain obligations of SJC to Assignor are secured by a lien on the personal property and assets of SJC, including the Marks (the "Assets"), as more fully set forth in the Security Agreement; and

WHEREAS, Assignor, pursuant to its rights under the South Carolina Uniform Commercial Code, has foreclosed its security interest in the Assets, including the Marks, and in connection therewith has executed that certain Bill of Sale, dated August __, 1999 (the "Bill of Sale"), whereby Assignor sold, assigned, transferred and conveyed the Assets, including the Marks, to Assignee, for and in consideration of payment of the consideration set forth therein; and

WHEREAS, to further evidence such transfer and conveyance, the parties hereto have agreed to enter into this Agreement; and

NOW THEREFORE, in consideration of the foregoing premises, all of which are incorporated into this Agreement and the mutual promises made in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **GRANT OF ASSIGNMENT.** Assignor hereby specifically sells, assigns and transfers to Assignee all of SJC's and Assignor's entire right, title, and interest in and to the Marks, together with all of the goodwill of SJC and Assignor associated with use of and symbolized by the Marks.

2. **ADDITIONAL PROVISIONS.**

a. This Agreement shall be construed under and in accordance with, and all questions or disputes arising hereunder (including, but not limited to, the validity of this Agreement) shall be resolved in accordance with the substantive law of the State of North Carolina without regard to any of its conflict of laws provisions and applicable federal law.

b. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be deleted and the remaining provisions shall remain in full force and effect.

c. This Agreement shall bind Assignor and its successors and assigns and inure to the benefit of Assignee and its successors and assigns

d. THIS ASSIGNMENT IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE MARKS AND THE SAME ARE BEING ASSIGNED TO ASSIGNEE AS IS, WHERE IS, WITH ALL FAULTS AND LIABILITIES.

IN WITNESS WHEREOF, The parties hercto have caused this Agreement to be executed as of the day and year first above written by and through their duly authorized officers.

FIRST UNION NATIONAL BANK OF SOUTH CAROLINA

By: [Signature]
Names: H. Leon McGee
Title: SVP.

Acknowledged, agreed and accepted as of the date hereof:

DALLAS GOLD & SILVER EXCHANGE, INC.

By: [Signature]
Names: [Signature]
Title: Owner

SILVERMAN JEWELERS CONSULTANTS, INC.

By: [Signature]
Name: Stuart Fetter
Title: President

SCHEDULE A

MARKS

1. SILVERMAN

Registrant: Silverman Jewelers Consultants, Inc.
Registration No.: 1,913,728
Registration Date: August 22, 1995

2. SJC

Registrant: Silverman Jewelers Consultants, Inc.
Registration No.: 1,668,801
Registration Date: December 17, 1991

3. IT PAYS TO CALL THE EXPERTS

Registrant: Silverman Jewelers Consultants, Inc.
Registration No.: 1,677,021
Registration Date: February 25, 1992

4. JEWEL CASH

Registrant: Silverman Jewelers Consultants, Inc.
Registration No.: 1,944,835
Registration Date: January 2, 1996