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02-29-2000



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Docket No.:

1437.005 #T5

Tab settings

To the Honorable Commissioner of Pa

101278627

attached original documents or copy thereof.

1. Name of conveying party(ies):

JewelAmerica Inc.

- Individual(s)
- General Partnership
- Corporation-State New York
- Other _____

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Collateral Assignment of Trademarks and
- Merger
- Change of Name

Execution Date: Tradenames - April 6, 1999

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

Name: Fleet Precious Metals Inc. and Fleet National Bank
Internal Address: both at:

Street Address: 111 Westminster Street

City: Providence State: RI ZIP: 02903

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____

- Corporation-State Rhode Island [Fleet Precious]
- Other national banking association [Fleet National Bank]

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

02/23/2000 TTUN11 00000119 022105 1137852

DO NOT USE THIS SPACE

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

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

Jan 12, 2000

Date

Total number of pages including cover sheet, attachments, and

9

TRADEMARK

REEL: 002033 FRAME: 0371

SCHEDULE A

Registered Mark	Serial Number	Registration Number	Registration Date
<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

COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES

COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES made as of the 6th day of April, 1999, by and between FLEET PRECIOUS METALS INC., a Rhode Island corporation ("FPM") and FLEET NATIONAL BANK, a national banking association (the "Bank"), both with offices at 111 Westminster Street, Providence, Rhode Island 02903 (FPM and the Bank may hereinafter be referred to individually as a "Lender" and, together, as the "Lenders") and JEWELAMERICA INC., a New York corporation with its principal address at 119 West 40th Street, New York, New York 10018 (the "Assignor")

Background. Assignor and Oro Dall' Italia, Inc., a New York corporation ("Oro") (Assignor and Oro are sometimes hereinafter referred to individually as a "Borrower" and collectively as the "Borrowers") have incurred obligations to the Lenders which are secured by security interests in all of Assignor's accounts, inventories, equipment and general intangibles, including without limitation Assignor's trademarks, trademark applications, servicemarks, tradenames, and goodwill in respect thereof (collectively, the "Collateral"). To confirm and perfect the Lenders' interest in Assignor's trademarks, trademark applications, servicemarks, and tradenames, Assignor has agreed to assign Assignor's trademarks, trademark applications, servicemarks, and tradenames to the Lenders as hereinafter provided.

Additional Definitions. The following terms shall be defined as follows:

"Obligations" means (i) the due and punctual payment of that certain Secured Demand Note of the Borrowers of even date herewith issued to FPM in the maximum principal amount of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000), as the same may be amended, restated or replaced from time to time; (ii) the due and punctual payment of that certain Term Promissory Note of the Borrowers of even date herewith issued to FPM in the original principal amount of Seven Hundred Thousand Dollars (\$700,000), as the same may be amended, restated or replaced from time to time; (iii) the due and punctual payment of that certain Term Promissory Note of the Borrowers of even date herewith issued to FPM in the original principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000), as the same may be amended, restated or replaced from time to time; (iv) the payment and performance of all the obligations of the Borrowers contained herein and in that certain Loan and Consignment Agreement of even date herewith by and among the Borrowers and the Lenders (as the same may be amended, restated or replaced from time to time, the "Loan and Consignment Agreement"); and (v) all other future advances to the Borrowers, or either of them, by the Lenders, or either of them, and all other indebtedness, liabilities and obligations of the Assignor to the Lenders and each of them, of every kind and description, whether direct, indirect or contingent, now or hereafter existing, due or to become due, and howsoever arising, incurred or evidenced.

"Of Record" means recorded in the U.S. Patent and Trademark Office.

Capitalized terms not otherwise defined herein shall have the meanings assigned by the aforesaid Loan and Consignment Agreement.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with the Lenders as follows:

1. To secure the complete and timely payment and satisfaction of the Obligations, Assignor hereby grants, assigns and conveys to the Lenders the entire right, title and interest of Assignor in and to the trademark applications, trademarks, servicemarks, and tradenames listed in Schedule A hereto and Assignor's goodwill in respect thereof (the "Marks"), including without limitation all proceeds of the Marks (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the Marks (collectively, the "Rights").

2. Assignor covenants and warrants that:

- (a) Schedule A hereto correctly describe all Assignor's trademarks, trademark applications, servicemarks and tradenames Of Record;
- (b) The Rights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (c) To the best of Assignor's knowledge, each of the Rights is valid and enforceable and Assignor has notified Lenders in writing of all prior art (including public uses and sales) of which it is aware;
- (d) Assignor is the sole and exclusive owner Of Record of the entire and unencumbered right, title and interest in and to each of the Rights, free and clear of any liens, charges and encumbrances Of Record; and
- (e) Assignor has the unqualified right to enter into this Agreement and perform its terms.

provided, that, with respect to the representations and warranties set forth in clauses (a), (b) and (d) above, to the extent to the same relate to the trademarks identified on Part 2 of Schedule A, such representations and warranties are limited to the best of Assignor's knowledge.

3. Except as specifically set forth in Paragraph 2, Assignor does not warrant that the Rights might not be declared invalid if challenged in court, and does not warrant that no other person has rights to use the Marks.

4. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Lenders' prior written consent.

5. Unless and until there shall have occurred and be continuing an Event of Default, the Lenders hereby grant to Assignor the exclusive, nontransferable right and license to use the Rights in connection with the Collateral for Assignor's own benefit and for none other; provided, however, that Assignor may make or grant assignments and sublicenses of the Rights in the ordinary course of Assignor's business; provided, further, that no such assignment or sublicense shall be Of Record or shall impair the rights of Assignor or the

Lenders to sell the Collateral in the United States in accordance with the terms of this Agreement and the aforesaid Loan and Consignment Agreement. Assignor will permit the Lenders access to Assignor's facilities at all reasonable times for the purpose of inspecting the quality of such goods and will furnish the Lenders such certificates and product samples as Lenders shall from time to time reasonably request to verify Assignor's compliance with the foregoing covenants. Assignor further covenants that the Collateral includes and will at all times during the term of this Agreement include all equipment and other assets necessary to produce the products for which the Marks are used.

6. Assignor agrees that until the Obligations have been satisfied in full, Assignor will execute further assignments to the Lenders, of like tenor to this Agreement, assigning any and all trademarks and trademark applications and any licenses of any trademarks that Assignor shall effect, acquire or make application for and which shall be Of Record, so as to confirm and perfect the Lenders' interest in and to all of the Collateral.

7. If an Event of Default shall have occurred and be continuing, Assignor's license under Paragraph 5 shall terminate forthwith, and the Lenders shall have, in addition to all other rights and remedies given Lenders by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Rights may be located and, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, Lenders may sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Rights, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Rights all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in such order as the Lender may determine in its sole and absolute discretion. Notice of any sale or other disposition of the Rights shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Rights is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lenders may purchase the whole or any part of the Rights sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. At such time as Assignor shall completely satisfy all the Obligations, Lenders shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Rights, subject to any disposition thereof which may have been made by the Lenders pursuant hereto.

9. Assignor shall have the duty, through counsel acceptable to the Lenders to prosecute diligently any application in respect of any of the Rights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full. Any expenses incurred in connection with such an application shall be borne by Assignor.

10. Lenders shall have the right but shall in no way be obligated to bring suit in their own name to enforce the Rights and any license thereunder, in which event Assignor shall at the request of Lenders do any and all lawful acts and execute any and all proper documents required by Lenders in aid of such enforcement and Assignor shall promptly,

upon demand, reimburse and indemnify Lenders for all costs and expenses incurred by Lenders in the exercise of their rights under this Paragraph.

11. No course of dealing between Assignor and the Lenders nor any failure to exercise, nor any delay in exercising, on the part of the Lenders, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other further exercise thereof or the exercise of any other right, power or privilege.

12. All of the Lenders' rights and remedies with respect to the Rights whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

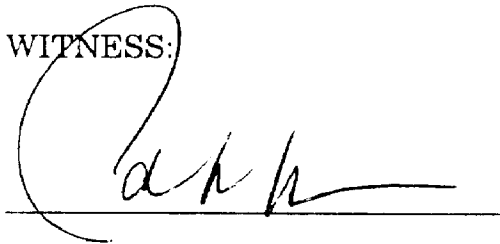
14. This Agreement is subject to modification only by a writing signed by the parties.

15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

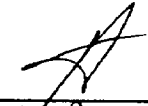
16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Rhode Island.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers as of the date first above written.

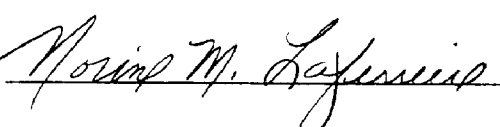
WITNESS:

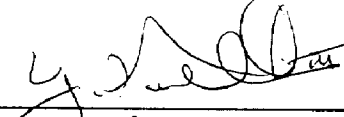


JEWELAMERICA INC.


By: 
Title: VP

FLEET NATIONAL BANK



By: 
Title: J.D.



By: 
Title: VICE PRESIDENT

Norm M. Lafreniere

By: [Signature]
Title: V.P.

Norm M. Lafreniere

By: [Signature]
Title: VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF NEW YORK

In NEW YORK, on the 30th day of March, 1999, before me personally appeared the above-named Rachel Wertheimer, the Vice President of JewelAmerica Inc., to me known and known by me to be the said party executing the foregoing instrument, and he acknowledged said instrument, by him to be his free act and deed in his said capacity, and the free act and deed of JewelAmerica Inc.

[Signature]
Notary Public
My commission expires: May 6, 2000

WILLIAM S. WALKER, JR.
NOTARY PUBLIC, State of New York
No. 01WA5059754
Qualified in Kings County 00
Commission Expires May 6, 2000

STATE OF Rhode Island
COUNTY OF Providence

In Providence, on the 7 day of April, 1999, before me personally appeared the above-named Frederick W. Reinhardt and Christopher G. Daniel, the Vice President and Vice President, respectively, of Fleet National Bank, to me known and known by me, to be the parties executing the foregoing instrument, and they acknowledged said instrument, by them executed, to be their free act and deed in their said capacities, and the free act and deed of Fleet National Bank.

[Signature]
Notary Public
My commission expires: 8/30/2001

STATE OF Rhode Island
COUNTY OF Providence

In Providence, on the 7 day of April, 1999, before me personally appeared the above-named Frederick W. Reinhardt and Christopher G. Daniel, the Vice President and Vice President, respectively, of Fleet Precious Metals Inc., to me known and known by me, to be the parties executing the foregoing instrument, and they acknowledged said instrument, by them executed, to be their free act and deed in their said capacities, and the free act and deed of Fleet Precious Metals Inc.

Suzanne A. Halley
Notary Public
My commission expires: 8/30/2001