

05-15-2000



04-24-2000



101354770

U.S. Patent & TMO/TM Mail Rpt. Dt. #31

RE() R SHEET

TRADEMARKS ONLY

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

Submission Type

New 4.24.00

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
2 2 2000

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
2 2 2000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

05/12/2000 DNGUYEN 00000032 2164773

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
25.00 DP

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, D.C. 20231

TRADEMARK
REEL: 002071 FRAME: 0822

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)

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.

Jeffrey M. Kaden, Esq.
Name of Person Signing

Signature

4/24/2000
Date Signed

SECURED CREDITOR'S BILL OF SALE

WHEREAS, pursuant to a Credit And Security Agreement made September 26, 1996 by Scott Companies, Inc., a Minnesota corporation, P.O. Box 47248, , Plymouth, Minnesota (hereinafter "Debtor") in favor of Diversified Business Credit, Inc., a Minnesota corporation, 3630 Dain Rauscher Plaza, 60 South Sixth Street, Minneapolis, Minnesota (hereinafter "Diversified"), Diversified is the holder of a security interest in, among other things, all general intangibles of Debtor including, without limitation, all trademarks, trademark registrations and trademark applications together with the goodwill of the business of Debtor symbolized thereby (such trademarks, registrations, applications and goodwill, herein the "Collateral"); and

WHEREAS, the security interest of Diversified in the Collateral was duly perfected by the filing of appropriate UCC-1 financing statements in the offices of the Secretary of State of the State of Minnesota and the Clerk of the County of Hennepin, State of Minnesota and (b) the Grant of Security Interest In Trademarks filed with the United States Patent and Trademark Office; and

WHEREAS, Debtor is in default under the provisions of such security agreements and Diversified, pursuant to the terms of such security agreements, notified Debtor in writing of the default, has foreclosed upon the Collateral, has repossessed the Collateral and intends to apply the proceeds thereof to certain indebtedness of Debtor to Diversified; and

WHEREAS, Diversified desires to sell, and A. & A. Jewelers, Inc., a Delaware corporation ("A&A"), with an address at c/o A&A Jewelers, Ltd., 1405 Morningside Avenue, Scarborough, Ontario M1B 3J1, desires to purchase, certain trademarks and Federal registrations thereof upon the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration in hand paid by A&A to Diversified, the receipt of which is hereby acknowledged, Diversified hereby sells, conveys, assigns and transfers to A&A, pursuant to §336.9-504 of the Minnesota Uniform Commercial

Code, all right, title and interest in and to the trademarks and Federal registrations thereof identified on Exhibit A attached hereto and hereby made a part hereof, together with the good will of the business in connection with which the trademarks are used.

Diversified warrants and represents: (1) that it holds a perfected first security interest in said collateral; (2) that it is legally entitled and authorized to make the conveyance evidenced hereby; and (3) it has complied with all applicable provisions of Article 9 of the Uniform Commercial Code and such security agreements in connection with the present sale.

Diversified shall (without incurring any out-of-pocket expenses) execute and deliver to A&A any additional documentation A&A shall reasonably request in order to cause the transfer of said Trademarks and Federal registrations thereof to be properly recorded in the United States Patent and Trademark Office.

Indemnification for Diversified's representations and warranties contained herein shall be limited to the indemnification contained in the Asset Purchase Agreement of even date herewith. To the extent the representations and warranties contained herein are inconsistent with those contained in said Asset Purchase Agreement, the representations and warranties, including limitations and qualifications, contained in said Asset Purchase Agreement shall govern.

This Bill of Sale shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. This Bill of Sale constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified or terminated except by a writing subscribed by both parties hereto. This Bill of Sale shall be construed in accordance with the laws of the State of Minnesota.

EXHIBIT A

<u>Trademark</u>	<u>Federal Registration No.</u>	<u>Issue Date</u>
JEWELSTAR MASTER JEWELRY J and design	2,164,773	June 9, 1998
JEWELSTAR (stylized letters)	1,618,672	October 23, 1990