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

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Individual General Partnership Limited Partnership X Corporation As	ssociation				
Other					
Citizenship/State of Incorporation/Organization New York					
Receiving Party Mark if additional names of receiving parties attached					
Name Egana Jewelry & Pearls (America) Corp.					
DBA/AKA/TA					
Composed of					
Address (line 1) 4125 Centurion Way					
Address (Ilne 2) Suite 100					
Address (line 3) Addison Texas USA 75001					
Individual General Partnership Limited Partnership If document to be recorded					
not domiciled in the United					
X Corporation Association Association appointment of a domestic representative should be attached.					
Other (Designation must be a sepa	arate				
Citizenship/State of Incorporation/Organization Delaware					
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Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

FORM PTO- Expires 08/30/99 OMB 0651-0027	1618B	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK			
Domestic Representative Name and Address Enter for the first Receiving Party only.						
Name	Rainer Greeven, Es	sq.				
Address (line 1)	630 Fifth Avenue					
Address (line 2)	Suite 1905					
Address (line 3)	New York, NY 101	11				
Address (line 4)						
Correspondent Name and Address Area Code and Telephone Number 212 957-3030						
Name	Rainer Greeven,	Esq.				
Address (line 1)	630 Fifth Avenue	3				
Address (line 2)	Suite 1905					
Address (line 3)	New York, NY 102	111				
Address (line 4)						
Pages	Enter the total number of including any attachmen	f pages of the attached conveyance ਰੇਠਰ nts.	cument # 3			
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. # 1						
Fee Amoun	t Fee Amou	nt for Properties Listed (37 CFR 3.41):	\$ 40.00			
Method of Payment: Enclosed x 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 X			
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.						
RAIN	ER GREEVEN	Kani Gin	9/28/00			
	of Person Signing	Signature	Date Signed			

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

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

OMB 0651-0027		TRADEMARKS ONLY	TRADEMARK		
Conveying Enter Addition	g Party al Conveying Party	Mark if additional names of	f conveying parties attached Execution Date Month Day Year		
Name	Yamanashi Bussan		071900		
Formerly					
Individu	al General Partne	ership Limited Partnership X	Corporation Association		
Other					
Citizenship State of Incorporation/Organization Japan					
Receiving Party Enter Additional Receiving Party Mark if additional names of receiving parties attached					
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DBA/AKA/TA					
Composed o	f				
Address (line	1)				
Address (line	2)		_ <u>_</u>		
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City State/Country 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					
Corpor			appointment of a domestic representative should be attached (Designation must be a separate		
Other			document from the Assignment.)		
Citizenship/State of Incorporation/Organization					
Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).					
Tra	ademark Application Nu	mber(s)	Registration Number(s)		
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TRADEMARK ASSIGNMENT

WHEREAS, KAZTO CORPORATION, a New York corporation, (hereinafter referred to as "Assignor"), has adopted, used and is using the trademarks, trade names, servicemarks, and copyrights listed on Schedule A hereto (hereinafter referred to as the "Brand"); and

WHEREAS, pursuant to that certain Sales and Purchase Agreement, dated as of July 19, 2000, (the "Agreement"), by and among Egana Jewelry & Pearls (America) Corp. ("Assignee") and Assignor, Assignee is to obtain all of the worldwide right (both registered and unregistered) of the Brand together with the goodwill, know-how and customers' portfolio associated with the Brand (as defined in the Agreement), and

WHEREAS, Assignee is desirous of acquiring the Brand and any and all goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assign to Assignee and its successors and assigns all of their right, title and interest in and to the Brand and any registrations and applications for registration thereof in all countries of the world and all rights appurtenant thereto, including without limitation all causes of action for past, present and future unauthorized use of said Brand and for infringement of said Brand, together with the goodwill, know-how and customers' portfolio associated with said Brand.

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed effective as of the 19th day of July, 2000.

RECORDED: 10/04/2000

KAZTO CORPORATION

By MM /my