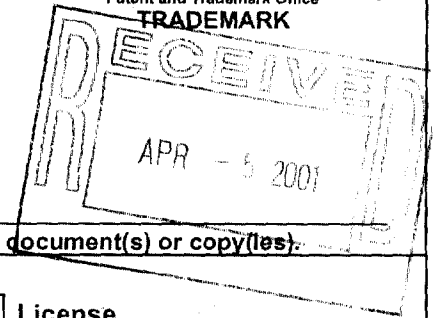


04-20-2001



101681946

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 *MPJ U.S.O.I.*

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

Change of Name

Other amendment to collateral assignment

Effective Date
Month Day Year
2 27 01

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Sandberg & Sikorski Corporation

2 27 01

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

74642153

Name Fleet Precious Metals Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 111 Westminister Street

Address (line 2) _____

Address (line 3) Providence RI 02903
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 appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Rhode Island

FOR OFFICE USE ONLY

04/19/2001 10:14:21 0000095 74642153
01 12:48:1 40.00 00
02 12:48:2 125.00 00

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: 002275 FRAME: 0706

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)

<input type="text" value="74642513"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75336499"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75350148"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1879679"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1865742"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1559760"/>	<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.

Jessica Davis
Name of Person Signing

Jessica Davis
Signature

4/2/01
Date Signed

Additional Receiving Party:

Fleet National Bank
111 Westminster Street
Providence, RI 02903

FIRST AMENDMENT AND AGREEMENT TO
COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES

THIS FIRST AMENDMENT AND AGREEMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES made as of the 27th day of ~~February~~, 2001 by and between SANDBERG & SIKORSKI CORPORATION, a New York corporation (the "Assignor"); and 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").

WITNESSETH THAT:

WHEREAS, the Assignor has executed and delivered to the Lenders a certain Collateral Assignment of Trademarks and Tradenames dated as of December 30, 1997, to confirm and perfect the Lenders' interest in Assignor's trademarks, trademark applications, servicemarks, tradenames, and goodwill in respect thereof (the "Trademark Assignment");

WHEREAS, the Lenders have agreed to extend additional loan and consignment facilities to the Assignor and the Assignor has agreed to amend the Trademark Assignment to secure such obligations; and

WHEREAS, the Assignor and the Lenders desire to amend the Trademark Assignment on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the agreement hereinafter set forth and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. All capitalized terms used herein without definition shall have the definition assigned by the Trademark Assignment.
2. Effective the date hereof the definition of "Obligations" set forth on page 1 of the Trademark Assignment is hereby amended in its entirety to read as follows:

"Obligations" means (i) the due and punctual payment of that certain Amended and Restated Line of Credit Note of the Assignor dated as of February 27, 2001 issued to FPM in the maximum principal amount of Sixteen Million Dollars (\$16,000,000), as the same may be amended from time to time (as the same may be amended, restated or replaced from time to time, the "Line of Credit Note"), (ii) the due and punctual payment of that certain Amended and Restated Term Promissory Note of the Assignor dated as of February 27, 2001 issued to FPM in the original principal amount of Two Hundred Forty-Nine Thousand Three Hundred Thirty-Three and 19/100 Dollars (\$249,333.19) (as the same may be amended, restated or replaced from time to time, the "Term Note"), (iii) the payment and performance of all

the obligations of the Assignor contained herein and in that certain Second Amended and Restated Loan and Consignment Agreement dated as of February 27, 2001 by and between the Assignor and the Lenders (as the same may be amended, restated or replaced from time to time, the "Loan and Consignment Agreement"), (iv) the payment and performance of all the obligations of the Assignor contained in leases of equipment, whether held in the name of a Secured Party or assigned to Fleet Capital Corporation f/k/a Fleet Credit Corporation (as the same may be amended or assigned from time to time, the "Equipment Leases"), and (v) all other future advances to the Assignor 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."

3. Effective the date hereof, Schedule A to the Trademark Assignment is amended to add to Schedule A the trademarks listed in Exhibit A attached hereto and made a part hereof.

4. 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 trademarks listed in Exhibit A to this First Amendment and Agreement to Collateral Assignment of Trademarks and Tradenames and Assignor's goodwill in respect thereof (and effective the date hereof, the definition of "Marks" in the Trademark Assignment is hereby amended to include the trademarks listed in Exhibit A hereto and the goodwill associated therewith), 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 (and effective the date hereof, the definition of "Rights" in the Trademark Assignment is hereby amended to include all of the foregoing).

5. The Assignor hereby reaffirms and restates and incorporates herein by reference, as of the date hereof, all of the representations, warranties and covenants made by the Assignor in the Trademark Assignment with respect to the Marks and the Rights (each of such defined terms as amended the date hereof), except to the extent altered by actions permitted pursuant to the terms thereof or expressly contemplated pursuant to the terms hereof or to the extent the Lenders have been advised in writing of any inaccuracy with respect to such representations, warranties or covenants and have waived the same in writing.

6. The Assignor and the Lenders acknowledge and agree that, except as expressly provided herein, the terms and provisions of the Trademark Assignment remain unchanged and the Trademark Assignment remains in full force and effect in accordance with its terms. The term "Trademark Assignment" as used in the Trademark Assignment and all references to the Trademark Assignment in any other documents or agreements by and between any of the parties hereto which relate to the Assignor shall refer, from and after the date hereof, to the Trademark Assignment, as amended by this First Amendment and Agreement to Collateral Assignment of Trademarks and Tradenames. Except as amended hereby, the

Trademark Assignment shall remain in full force and effect and is in all respects hereby ratified and affirmed.

IN WITNESS WHEREOF, the undersigned parties have caused this First Amendment and Agreement to Collateral Assignment of Trademarks and Tradenames to be executed by their respective duly authorized officers as of the date first above written.

WITNESS:

SANDBERG & SIKORSKI CORPORATION

Russell Sullivan

By: Samuel Sandberg
Title

FLEET NATIONAL BANK

By: [Signature]
Title: SVR

By: [Signature]
Title: V.P.

FLEET PRECIOUS METALS INC.

By: [Signature]
Title: SVR

By: [Signature]
Title: V.P.

STATE OF NEW YORK
COUNTY OF N.Y.

On the 26 day of MARCH, 2001, before me personally appeared the above-named SAMUEL SANDBERG, the SECY/TREAS. of Sandberg & Sikorski Corporation, 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 Sandberg & Sikorski Corporation.

Teresa Pizzirusso
Notary Public
My commission expires:

TERESA PIZZIRUSSO
COMMISSIONER OF DEEDS
CITY OF NEW YORK NO. 5-1300
CERTIFICATE FILED IN RICHMOND
COMMISSION EXPIRES 7/1/2002

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the 28 day of March, 2001, before me personally appeared the above-named Richard M. Seufert and Paul M. Angland, the Senior 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.

Diane L. Haley
Notary Public
My commission expires: 8/30/2001

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the 28 day of March, 2001, before me personally appeared the above-named Richard M. Seufert and Paul M. Angland, the Senior 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.

Diane L. Haley
Notary Public
My commission expires: 8/30/2001

P70319.1

Exhibit A

Trademark	Trademark No.	Filed Date
Marquis Medley	74642513	March 6, 1995
Love Peace	75336499	August 5, 1997
Family Heart	075350148	September 2, 1997

Registered	Register No.	Registration Date
Mirror Wrap	1879679	February 21, 1995
Triangle Design	1865742	December 6, 1994
Embraceables	1559760	October 10, 1989

Additional Receiving Party:

Fleet National Bank
111 Westminster Street
Providence, RI 02903