

08-17-2001



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Form PTO-1594 RI (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Aurafin LLC **8-1301**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Toronto Dominion Investments, Inc.
 Internal Address: attn: Warren Finlay
 Street Address: 909 Fannin, Suite 1700
 City: Houston State: TX Zip: 77010

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: June 21, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
Please see the attached.

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
Please see the attached.

1750648

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Kronish Lieb Weiner & Hellman LLP
 Internal Address: attn: Inna Fayenson

Street Address: 1114 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: **57**

7. Total fee (37 CFR 3.41).....\$ 1440

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Inna Fayenson
 Name of Person Signing

Inna Fayenson
 Signature

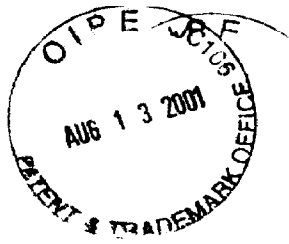
7/26/01
 Date

Total number of pages including cover sheet, attachments, and document **12**

08/16/2001 LMUELLER 00000104 1850648
 01 FC:481 40.00 DP
 02 FC:482 1400.00 DP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002345 FRAME: 0732



ATTACHMENT TO RECORDATION FORM COVER SHEET

CONTINUATION OF ITEM 4

| NO. | APPLN/ REG. NO. |
|-----|---------------------------|
| 1. | 1,850,648 (registered) |
| 2. | 2,238,953 (registered) |
| 3. | 2,300,564 (registered) |
| 4. | 2,390,145 (registered) |
| 5. | 2,116,177 (registered) |
| 6. | 2,105,212 (registered) |
| 7. | 2,149,775 (registered) |
| 8. | 2,027,224 (registered) |
| 9. | 2,019,367 (registered) |
| 10. | 2,167,920 (registered) |
| 11. | 1,974,995 (registered) |
| 12. | 1,985,448 (registered) |
| 13. | 2,009,182 (registered) |
| 14. | 1,968,974 (registered) |
| 15. | 2,088,238 (registered) |
| 16. | 1,943,212 (registered) |
| 17. | 2,392,130 (registered) |

| | |
|-----|---------------------------|
| 18. | 2,331,593 (registered) |
| 19. | 749,391 (registered) |
| 20. | 2,219,601 (registered) |
| 21. | 76/064916 (pending) |
| 22. | 76/034996 (pending) |
| 23. | 76/164652 (pending) |
| 24. | 2,068,087 (registered) |
| 25. | 1,938,087 (registered) |
| 26. | 1,946,071 (registered) |
| 27. | 75/382575 (pending) |
| 28. | 1,936,033 (registered) |
| 29. | 1,934,090 (registered) |
| 30. | 1,934,039 (registered) |
| 31. | 2,003,389 (registered) |
| 32. | 1,841,783 (registered) |
| 33. | 1,704,845 (registered) |
| 34. | 1,685,226 (registered) |
| 35. | 1,635,865 (registered) |

ATTACHMENT TO RECORDATION FORM COVER SHEET

CONTINUATION OF ITEM 4

| | |
|-----|----------------------------------|
| 36. | 1,556,750 <i>(registered)</i> |
| 37. | 1,552,800 <i>(registered)</i> |
| 38. | 1,421,548 <i>(registered)</i> |
| 39. | 1,622,414 <i>(registered)</i> |
| 40. | 2,122,088 <i>(registered)</i> |
| 41. | 2,070,528 <i>(registered)</i> |
| 42. | 1,955,344 <i>(registered)</i> |
| 43. | 1,618,672 <i>(registered)</i> |
| 44. | 1,550,080 <i>(registered)</i> |
| 45. | 1,232,553 <i>(registered)</i> |
| 46. | 1,205,393 <i>(registered)</i> |
| 47. | 919,781 <i>(renewed)</i> |
| 48. | 913,304 <i>(renewed)</i> |
| 49. | 795,218 <i>(renewed)</i> |
| 50. | 775,348 <i>(renewed)</i> |
| 51. | 740,617 <i>(renewed)</i> |
| 52. | 746,575 <i>(renewed)</i> |
| 53. | 313,578 <i>(renewed)</i> |

| | |
|-----|----------------------------------|
| 54. | 2,381,733 <i>(registered)</i> |
| 55. | 2,289,463 <i>(registered)</i> |
| 56. | 1,889,806 <i>(registered)</i> |
| 57. | 1,892,073 <i>(registered)</i> |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June, 21 2001 is between Aurafin LLC, a Delaware limited liability company (herein referred to as "Grantor") and Toronto Dominion Investments, Inc., as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Loan Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Loan Agreement.

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, certain lenders (the "Lenders"), and Grantee are parties to a Subordinated Loan Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Loan Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future

infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Loan Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Subject to the terms and provisions of the following paragraph, on the Termination Date (as defined below), this Agreement shall terminate (provided that any indemnities set forth herein shall survive any such termination) and Grantee, at the request and expense of Grantor, will execute and deliver to Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement as provided above and releasing the lien on the Trademark Collateral, and will duly assign, transfer and deliver to Grantor (without recourse and without any representation or warranty) such of the Trademark Collateral as may be in the possession of Grantee and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement, together with all cash in respect of the Trademark Collateral at the time held by Grantee hereunder. As used in this Agreement, "Termination Date" shall mean the date upon which no Note under the Loan Agreement is outstanding and all other Obligations have been paid in full (other than arising from indemnities for which no request has been made) and the Loan Agreement has been terminated.

This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

In the event of any express conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern and prevail.

* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21 day of June, 2001.

AURAFIN LLC,
a Delaware limited liability company
By: Auravest Holdings, Inc., its
Managing Member

By: Steven L. Hansen
Name: STEVEN L. HANSEN
Title: CHIEF FINANCIAL OFFICER

Acknowledged:
Toronto Dominion Investments, Inc.,
as Collateral Agent

By: 

Name: WARREN FINLAY
Title: VICE PRESIDENT

STATE OF Georgia)
)
COUNTY OF COBB) ss.:

On the 21th day of June, 2001, before me personally came Steven L. Hansen, to me personally known to be the person described in and who executed the foregoing instrument as Chief Financial Officer of Aurafin LLC, who being by me duly sworn, did depose and say that he is a Chief Financial Officer of Aurafin LLC, the limited liability company described in and which executed the foregoing instrument; that he knows the seal of said limited liability company; that the seal affixed to said instrument is such limited liability company seal; that the said instrument was signed and seal on behalf of said limited liability company by order of its members; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public



My commission expires:

Notary Public, Cobb County, Georgia.
Commission Expires September 19, 2001.

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

| NO. | APPLN/ REG. NO. | MARK | OWNER |
|-----|----------------------------------|---|-------------------------|
| 1. | 1,850,648 <i>(registered)</i> | RIBBON ROPE | Aurafin LLC |
| 2. | 2,238,953 <i>(registered)</i> | MY BABY | Aurafin LLC |
| 3. | 2,300,564 <i>(registered)</i> | LEGEND OF LOVE | Aurafin LLC |
| 4. | 2,390,145 <i>(registered)</i> | ODYSSEY | Aurafin LLC |
| 5. | 2,116,177 <i>(registered)</i> | AU (Words and Design) | Aurafin LLC |
| 6. | 2,105,212 <i>(registered)</i> | AURAFIN | Aurafin LLC |
| 7. | 2,149,775 <i>(registered)</i> | ONLY LOVE IS STRONGER | Aurafin LLC |
| 8. | 2,027,224 <i>(registered)</i> | ENHANCE KINS (Words and Design) | Aurafin LLC |
| 9. | 2,019,367 <i>(registered)</i> | THE ANCIENT CARTOUCHE | Aurafin LLC |
| 10. | 2,167,920 <i>(registered)</i> | AURAGEM | Aurafin LLC |
| 11. | 1,974,995 <i>(registered)</i> | A ADD-A-CUBE CREATING A BEAUTIFUL NAME IN 14KT. GOLD (Words and Design) | Aurafin LLC |
| 12. | 1,985,448 <i>(registered)</i> | ADD-A-CUBE | Aurafin LLC |
| 13. | 2,009,182 <i>(registered)</i> | NONE (Design only) | Aurafin LLC |
| 14. | 1,968,974 <i>(registered)</i> | GOLD FACETTED BEADS | Aurafin LLC |
| 15. | 2,088,238 <i>(registered)</i> | ENDURA | Aurafin LLC |
| 16. | 1,943,212 <i>(registered)</i> | SUN/14K & Design | Aurafin LLC |
| 17. | 2,392,130 <i>(registered)</i> | BARTANI | Murray Braunstein, Inc. |

| NO. | APPLN/ REG. NO. | MARK | OWNER |
|-----|----------------------------------|------------------------------|-------------|
| 36. | 1,556,750 <i>(registered)</i> | AURA-FLEX HERRINGBONE | Aurafin LLC |
| 37. | 1,552,800 <i>(registered)</i> | A (Words and Design) | Aurafin LLC |
| 38. | 1,421,548 <i>(registered)</i> | AURAFIN (Words and Design) | Aurafin LLC |
| 39. | 1,622,414 <i>(registered)</i> | D (Stylized letters) | Aurafin LLC |
| 40. | 2,122,088 <i>(registered)</i> | CAROL D. | Aurafin LLC |
| 41. | 2,070,528 <i>(registered)</i> | GOLDEN ICE | Aurafin LLC |
| 42. | 1,955,344 <i>(registered)</i> | NONE (Design only) | Aurafin LLC |
| 43. | 1,618,672 <i>(registered)</i> | JEWELSTAR (Stylized letters) | Aurafin LLC |
| 44. | 1,550,080 <i>(registered)</i> | JENE' (Stylized letters) | Aurafin LLC |
| 45. | 1,232,553 <i>(registered)</i> | JEWEL SCOPE | Aurafin LLC |
| 46. | 1,205,393 <i>(registered)</i> | JEWELFIRE (Stylized letters) | Aurafin LLC |
| 47. | 919,781 <i>(renewed)</i> | NONE (Design only) | Aurafin LLC |
| 48. | 913,304 <i>(renewed)</i> | JEWELMONT | Aurafin LLC |
| 49. | 795,218 <i>(renewed)</i> | JEWELMONT (Words and Design) | Aurafin LLC |
| 50. | 775,348 <i>(renewed)</i> | LA MODE | Aurafin LLC |
| 51. | 740,617 <i>(renewed)</i> | JEWELMONT (Words and Design) | Aurafin LLC |
| 52. | 746,575 <i>(renewed)</i> | ALTMONT (Words and Design) | Aurafin LLC |
| 53. | 313,578 <i>(renewed)</i> | G (Words and Design) | Aurafin LLC |

| NO. | APPLN/ REG. NO. | MARK | OWNER |
|-----|----------------------------------|---|------------------------|
| 18. | 2,331,593 <i>(registered)</i> | PENNY G ACCENTS | Murray Braunstein, Inc |
| 19. | 749,391 <i>(registered)</i> | MB & Design | Murray Braunstein, Inc |
| 20. | 2,219,601 <i>(registered)</i> | MARRIAGE OF THE METALS | Murray Braunstein, Inc |
| 21. | 76/064916 <i>(pending)</i> | MAX LINK | Aurafin LLC |
| 22. | 76/034996 <i>(pending)</i> | PLATAURA | Aurafin LLC |
| 23. | 76/164652 <i>(pending)</i> | BOLERO | Aurafin LLC |
| 24. | 2,068,087 <i>(registered)</i> | THE ORIGINAL T-SHIRT CHARM | Aurafin LLC |
| 25. | 1,938,087 <i>(registered)</i> | A (Stylized letter) | Aurafin LLC |
| 26. | 1,946,071 <i>(registered)</i> | THE STORY BRACELET (Words and Design) | Aurafin LLC |
| 27. | 75/382575 <i>(pending)</i> | LUCKY RINGS | Aurafin LLC |
| 28. | 1,936,033 <i>(registered)</i> | QUADRA-FLEX | Aurafin LLC |
| 29. | 1,934,090 <i>(registered)</i> | PRIMA-FLEX | Aurafin LLC |
| 30. | 1,934,039 <i>(registered)</i> | THE PLUS GOLD COLLECTION (Words and Design) | Aurafin LLC |
| 31. | 2,003,389 <i>(registered)</i> | FROM THE HEART (Stylized letters) | Aurafin LLC |
| 32. | 1,841,783 <i>(registered)</i> | RIBBON ROPE (Words and Design) | Aurafin LLC |
| 33. | 1,704,845 <i>(registered)</i> | MIRROR-FLEX (Stylized letters) | Aurafin LLC |
| 34. | 1,685,226 <i>(registered)</i> | SOFT BANGLE (Stylized letters) | Aurafin LLC |
| 35. | 1,635,865 <i>(registered)</i> | AU (Words and Design) | Aurafin LLC |

| NO. | APPLN/ REG. NO. | MARK | OWNER |
|-----|----------------------------------|--------------------|-------------------------|
| 54. | 2,381,733 <i>(registered)</i> | ROMANCE RINGS | Aurafin LLC |
| 55. | 2,289,463 <i>(registered)</i> | LASTING TREASURES | Murray Braunstein, Inc. |
| 56. | 1,889,806 <i>(registered)</i> | NONE (Design only) | William Schneider, Inc. |
| 57. | 1,892,073 <i>(registered)</i> | NONE (Design only) | William Schneider, Inc. |