

09-21-2001

Tab settings



To the Honorable Commissione.

101851219

Attached original documents or copy thereof.

1. Name of conveying party(ies): Aurafin-OroAmerica, LLC
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State Delaware
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

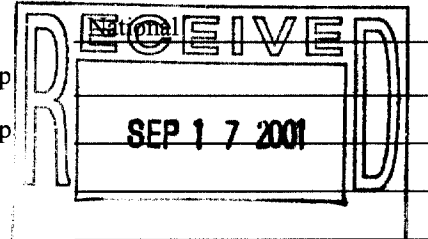
917-01

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

Execution Date: June 21, 2001

2. Name and address of receiving party(ies)
Name: Bank of America, N.A.
Internal
Address: 5th Floor
Street
Address: 600 Peachtree Street, NE
City: Atlanta State GA Zip 30308

[] Individual(s) citizenship
[X] Association
[] General Partnership
[] Limited Partnership
[] Corporation-State
[] 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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Exhibit A
Additional number(s) attached [X] Yes [] No

B. Trademark Registration No.(s)
See Exhibit B

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Schuyla M. Goodson, Esq.
Internal Address: Troutman Sanders LLP
Street Address: 600 Peachtree Street, NE
City: Atlanta State GA Zip: 30308

6. Total number of applications and registrations involved: 83
7. Total fee (37 CFR 3.41): \$ 2090.00
[X] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number: 21-1507
(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.
Schuyla M. Goodson
Name of Person Signing Signature Date 9/17/01

Schuyla Goodson/ANK

09/21/2001 LNUELLER 00000050 76222595

Total number of pages including cover sheet, attachments, and document: 13

01 FC:481
02 FC:482

40.00 OP
2050.00 OP

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

0779918.01

TRADEMARK
REEL: 002365 FRAME: 0571

EXHIBIT A
Pending Trademark Applications

1.	76/222595 <i>(pending)</i>	QUINTUPLE ROPE	OroAmerica, Inc.
2.	76/115935 <i>(pending)</i>	ITALOR	OroAmerica, Inc.
3.	76/000978 <i>(published)</i>	X-TREME D/C	OroAmerica, Inc.
4.	76/000979 <i>(published)</i>	X-TREME DIAMOND CUT	OroAmerica, Inc.
5.	76/000980 <i>(published)</i>	EXTREME DIAMOND CUT	OroAmerica, Inc.
6.	75/934614 <i>(pending)</i>	JEWELER COUNTRY	OroAmerica, Inc.
7.	75/934615 <i>(pending)</i>	JEWELERCOUNTRY	OroAmerica, Inc.
8.	75/934618 <i>(pending)</i>	JEWELERCOUNTRY.COM	OroAmerica, Inc.
9.	75/868720 <i>(pending)</i>	JEWELTRUST	OroAmerica, Inc.
10.	75/857639 <i>(pending)</i>	ADOPT A HEART	OroAmerica, Inc.
11.	75/661282 <i>(allowed)</i>	CHAMPAGNE ROPE	OroAmerica, Inc.
12.	75/613597 <i>(allowed)</i>	BEVERLY HILLS PLATINUM	OroAmerica, Inc.
13.	75/527340 <i>(pending)</i>	CLASS OF 2001	OroAmerica, Inc.
14.	75/527341 <i>(allowed)</i>	CLASS OF 2002	OroAmerica, Inc.
15.	75/527342 <i>(allowed)</i>	CLASS OF 2003	OroAmerica, Inc.
16.	75/252793 <i>(published)</i>	NONE (Design Only)	OroAmerica, Inc.
17.	75/252794 <i>(published)</i>	NONE (Design Only)	OroAmerica, Inc.

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TRADEMARK
REEL: 002365 FRAME: 0572

EXHIBIT B
Registered Trademarks

NO.	APPLN/ REG. NO.	MARK	LISTED OWNER
1.	1,909,540 <i>(registered)</i>	QUINTUPLE ROPE	OroAmerica, Inc.
2.	1,909,539 <i>(registered)</i>	SUPREMEVALUE ROPE	OroAmerica, Inc.
3.	1,924,874 <i>(registered)</i>	NONE (Design only)	OroAmerica, Inc.
4.	1,741,201 <i>(registered)</i>	OR (Words and Design)	OroAmerica, Inc.
5.	1,848,564 <i>(registered)</i>	SILKFLEX	OroAmerica, Inc.
6.	1,730,426 <i>(registered)</i>	BEVERLY HILLS GOLD	OroAmerica, Inc.
7.	1,645,629 <i>(registered)</i>	BEVERLY HILLS GOLD	OroAmerica, Inc.
8.	1,628,233 <i>(registered)</i>	OR (Words and Design)	OroAmerica, Inc.
9.	1,687,780 <i>(registered)</i>	ROSE ROPE	OroAmerica, Inc.
10.	1,611,998 <i>(renewed)</i>	NONE (Design only)	OroAmerica, Inc.
11.	1,563,275 <i>(registered)</i>	SATIN-TOUCH ROPE	OroAmerica, Inc.
12.	1,556,758 <i>(registered)</i>	VELVETROPE	OroAmerica, Inc.
13.	1,544,348 <i>(registered)</i>	SILKHERRINGBONE	OroAmerica, Inc.
14.	1,553,670 <i>(registered)</i>	SILKROPE	OroAmerica, Inc.
15.	1,550,611 <i>(registered)</i>	SUPERROPE	OroAmerica, Inc.
16.	1,528,156 <i>(registered)</i>	BEVERLY HILLS ROPE	OroAmerica, Inc.
17.	1,528,154 <i>(registered)</i>	BEVERLY HILLS GOLD	OroAmerica, Inc.
18.	1,528,155 <i>(registered)</i>	BEVERLY HILLS SILVER	OroAmerica, Inc.

NO.	APPLN/ REG. NO.	MARK	LISTED OWNER
19.	1,473,068 <i>(registered)</i>	OR (Words and Design)	OroAmerica, Inc.
20.	1,403,943 <i>(registered)</i>	OROAMERICA	OroAmerica, Inc.
21.	1,454,143 <i>(registered)</i>	NONE (Design only)	OroAmerica, Inc.
22.	1,266,661 <i>(registered)</i>	THE CHAIN WITH THE HEART	OroAmerica, Inc.
23.	1,227,453 <i>(registered)</i>	OR (Words and Design)	OroAmerica, Inc.
24.	2,447,990 <i>(registered)</i>	SOPRANO	OroAmerica, Inc.
25.	2,438,450 <i>(registered)</i>	PUSH LOCK (Words and Design)	OroAmerica, Inc.
26.	2,420,322 <i>(registered)</i>	DELUXE ROPE	OroAmerica, Inc.
27.	2,385,642 <i>(registered)</i>	MY FIRST GOLD	OroAmerica, Inc.
28.	2,452,007 <i>(registered)</i>	CREATE YOUR OWN MEMORIES	OroAmerica, Inc.
29.	2,408,130 <i>(registered)</i>	BAGUETTE SUPREME	OroAmerica, Inc.
30.	2,443,365 <i>(registered)</i>	IT'S WHAT'S ON THE INSIDE THAT COUNTS	OroAmerica, Inc.
31.	2,401,090 <i>(registered)</i>	BAGUETTE LINK	OroAmerica, Inc.
32.	2,409,402 <i>(registered)</i>	INTERIOR DESIGN	OroAmerica, Inc.
33.	2,318,620 <i>(registered)</i>	ECL	OroAmerica, Inc.
34.	2,425,911 <i>(registered)</i>	12 PRECIOUS ROSES	OroAmerica, Inc.
35.	2,304,968 <i>(registered)</i>	COMBINATIONS	OroAmerica, Inc.
36.	2,376,220 <i>(registered)</i>	BEVERLY HILLS GOLD	OroAmerica, Inc.
37.	2,225,848 <i>(registered)</i>	MIRROR ROPE	OroAmerica, Inc.
38.	2,251,083 <i>(registered)</i>	JP (Stylized Letters)	OroAmerica, Inc.
39.	2,306,678	FUNKY FASHIONS	OroAmerica, Inc.

NO.	APPLN/ REG. NO.	MARK	LISTED OWNER
	<i>(registered)</i>		
40.	2,243,655 <i>(registered)</i>	ARISTOFF	OroAmerica, Inc.
41.	2,223,214 <i>(registered)</i>	TANZANIQUE	OroAmerica, Inc.
42.	2,209,705 <i>(registered)</i>	PERFUMAMERICA	OroAmerica, Inc.
43.	2,265,353 <i>(registered)</i>	VANILLA PASSION	OroAmerica, Inc.
44.	2,156,409 <i>(registered)</i>	BEVERLY HILLS GOLD TIMEPIECES (Words and Design)	OroAmerica, Inc.
45.	2,109,978 <i>(registered)</i>	CIRCLES OF LIFE	OroAmerica, Inc.
46.	2,043,871 <i>(registered)</i>	P/PRCS	OroAmerica, Inc.
47.	2,019,086 <i>(registered)</i>	WONDER GOLD (Words and Design)	OroAmerica, Inc.
48.	2,064,036 <i>(registered)</i>	BEVERLY HILLS GOLD AND SILVER	OroAmerica, Inc.
49.	2,065,843 <i>(registered)</i>	BEVERLY HILLS GOLD	OroAmerica, Inc.
50.	2,116,653 <i>(registered)</i>	WG	OroAmerica, Inc.
51.	1,973,122 <i>(registered)</i>	1BBK	OroAmerica, Inc.
52.	2,058,150 <i>(registered)</i>	MIRACLEGOLD	OroAmerica, Inc.
53.	2,028,007 <i>(registered)</i>	PRECIOUS PRECIOUS	OroAmerica, Inc.
54.	2,084,554 <i>(registered)</i>	WONDERGOLD	OroAmerica, Inc.
55.	1,990,565 <i>(registered)</i>	ANIMAL CREATIONS	OroAmerica, Inc.
56.	2,103,853 <i>(registered)</i>	BEVERLY HILLS KIDS	OroAmerica, Inc.
57.	1,954,777 <i>(registered)</i>	NONE (Design Only)	OroAmerica, Inc.
58.	1,951,183 <i>(registered)</i>	ETERNITY BANGLE	OroAmerica, Inc.
59.	2,116,578 <i>(registered)</i>	BEVERLY HILLS GEM	OroAmerica, Inc.

NO.	APPLN/ REG. NO.	MARK	LISTED OWNER
60.	2,116,579 <i>(registered)</i>	BEVERLY HILLS JEWELS	OroAmerica, Inc.
61.	1,953,830 <i>(registered)</i>	SILVERAMERICA	OroAmerica, Inc.
62.	1,935,314 <i>(registered)</i>	SA (Words and Design)	OroAmerica, Inc.
63.	2,016,097 <i>(registered)</i>	ETERNITY	OroAmerica, Inc.
64.	1,909,539 <i>(registered)</i>	SUPREMEVALUE ROPE	OroAmerica, Inc.
65.	2,204,143 <i>(registered)</i>	THE CLAUDIA HOLLINGSWORTH COLLECTION	OroAmerica, Inc.
66.	1,331,971 <i>(registered)</i>	LASERCHARM	OroAmerica, Inc.

**CONDITIONAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT**

THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of the 21st day of June, 2001, by the Obligors referred to below in favor of the Agent, for the benefit of the Lenders (as such terms are defined below).

WHEREAS, **Aurafin LLC**, a Delaware limited liability company (the "Parent"), **Aurafin-OroAmerica LLC** ("Aurafin-OroAmerica") a Delaware limited liability company, and **Aurafin-OroAmerica Sales LLC** ("Sales"; Parent, Aurafin-OroAmerica, and Sales are collectively referred to as the "Borrowers"), as borrowers, **CigarAmerica, Inc.**, a Delaware corporation ("Cigar"; Cigar and the Borrowers are collectively referred to as the "Obligors"), as guarantor, certain financial institutions party thereto (collectively, the "Lenders"), and **Bank of America, N.A.**, as agent for the Lenders (in such capacity, the "Agent") have entered into a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement), pursuant to which the Lenders have agreed to make certain loans and other financial accommodations available to the Borrowers (the "Loans"); and

WHEREAS, the Obligors will derive substantial benefits, both directly and indirectly, from the Loans; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Credit Agreement and to make the Loans, the Obligors have agreed to assign to the Agent, for the benefit of the Lenders, certain trademark rights as described herein.

NOW, THEREFORE, in consideration of the premises, the Obligors hereby agree with the Agent as follows:

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all Obligations, each Obligor hereby grants, assigns and conveys to the Agent, for the ratable benefit of the Lenders, a security interest in such Obligor's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in **Schedule A** attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

2. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Obligations shall have been satisfied in full and the Commitments shall have been terminated, any Obligor shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold in any Obligor's business (the "Goods"), the provisions of Section 1 shall automatically apply thereto, and also to any composite marks or other marks of any Obligor which are confusingly similar to such mark, and the Obligors shall give to the Agent prompt written notice thereof. This Section 2 shall not apply to trademarks which are owned by others and licensed to any Obligor. Each Obligor shall perform all acts and execute all documents reasonably requested by the Agent at any time and from time to time to evidence, perfect, maintain, record and enforce the Agent's security interest in the Trademarks, including, without limitation, any trademarks falling under this Section 2.

3. Modification of Agreement.

Each Obligor authorizes the Agent to modify this Agreement by amending Schedule A to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Section 1 or Section 2 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at the expense of the Obligors.

4. Remedies Upon Default; Power of Attorney.

(a) In addition to the grant of the security interest contained in Sections 1 and 2 hereof, if any Event of Default shall have occurred and be continuing, upon the election of the Agent, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee. Each Obligor hereby irrevocably constitutes and appoints the Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of each Obligor and in the name of such Obligor or the Agent's own name or the name of the Agent's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence and continuance of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of such Obligor or the Agent, and to take any other actions deemed necessary by the Agent to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Credit Agreement, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Agent in its sole discretion, and such payments made by the Agent to become the obligations of the

Obligors to the Agent, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The Agent shall have, in addition to all other rights and remedies given it 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 Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Agent may, if any Event of Default shall have occurred and be continuing, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to any Obligor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with the Credit Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Obligors at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which each Obligor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of any Obligor, which right is hereby waived and released. Each Obligor hereby agrees to execute any documents reasonably requested by the Agent in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for herein, no Obligor shall have any right, title, or interest in or to any of the Trademarks and each Obligor shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Agent, or pursuant to the terms of the Credit Agreement, the Security Agreement or the Intercreditor Agreement, deliver to the Agent all Goods bearing the Trademarks.

5. Termination of Agreement.

At such time as the Obligors shall completely satisfy all of the Obligations (and in the case of Letters of Credit, shall have delivered to the Agent a back-up Letter of Credit pursuant to the Credit Agreement) and the Commitments shall have been terminated, the Agent shall execute and deliver to the Obligors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Obligors title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

6. Limitation of Liability and Indemnification.

(a) Each Obligor hereby releases the Agent and the Lenders from, and agrees to hold the Agent and the Lenders free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Agent's or the Lenders' gross negligence, willful misconduct or criminal acts), and each

Obligor agrees to indemnify the Agent and the Lenders from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim.

(b) No Obligor shall be liable under this Agreement for any settlement made by the Agent or the Lender without the Parent's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), and the Obligors, jointly and severally, agree to indemnify and hold harmless the Agent and the Lenders from and against any loss or liability by reason of the settlement of any claim or action with the consent of the Parent. Notwithstanding the foregoing, no consent of any Obligor shall be required for any such settlement if, at the time of such settlement, either (1) there then exists a Default or Event of Default, or (2) the Obligors shall have failed to admit, pursuant to a writing in form and substance satisfactory to the Agent and the person seeking indemnification hereunder, their indemnification obligations hereunder. The Obligors shall not settle any claim or action without the prior written consent of the applicable indemnified person.

(c) So long as no Event of Default or Default then exists and the Obligors shall have admitted their indemnification liability in writing with respect to any suit or claim against any Person in respect of which the Obligors would be obligated to indemnify such indemnified party under this Section 6, such writing to be in form and substance satisfactory to the Agent and the Person seeking indemnification hereunder, the Obligors shall have the right to participate in the defense of such suit or claim.

7. Waiver and Amendment.

(a) No course of dealing between any Obligor and the Agent or the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or the Lenders, any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

8. Cumulative Rights.

All of the Agent's and the Lenders' rights and remedies with respect to the Trademarks, whether established hereby or under the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

9. Severability.

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.

10. Successors and Assigns.

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 hereto.

11. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

12. Choice of Law.

The validity, construction and enforcement of this Agreement, and the determination of the rights and duties of the parties hereto shall be governed by the laws of the State of Georgia regardless of any choice of law or other provision that would result in the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

OBLIGORS:

AURAFIN LLC, a Delaware limited liability company

By: Auravest Holdings, Inc., its Managing Member

By: Steven L. Hansen
Steven L. Hansen, Executive Vice President

AURAFIN-OROAMERICA LLC, a Delaware limited liability company

By: Aurafin LLC, its Sole Member

By: Auravest Holdings, Inc., its Managing Member

By: Steven L. Hansen
Steven L. Hansen, Executive Vice President

AURAFIN-OROAMERICA SALES LLC, a Delaware limited liability company,

By: Aurafin-OroAmerica LLC, a limited liability company

By: Aurafin LLC, a Delaware limited liability company

By: Auravest Holdings, Inc., its Managing Member

By: Steven L. Hansen
Steven L. Hansen, Executive Vice President

CIGARAMERICA, INC.

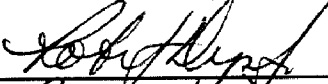
By: _____

Name: _____

Title: _____

AGENT:

BANK OF AMERICA, N.A.

By: 

Name: ROBERT J. DYSART, JR.

Title: VICE PRESIDENT