

MRD 6-18.02

07-08-2002

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



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

Tab settings

102140979

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

1. Name of conveying party(ies): Leach & Garner Company

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other see attached

Execution Date: March 31, 1999

2. Name and address of receiving party(ies) Name: Fleet Precious Metals Inc. Internal as collateral agent

Address: Street Address: 111 Westminster Street City: Providence State: RI Zip: 02902

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Rhode Island 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)

B. Trademark Registration No.(s)

1,951,457

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Phillips, Lytle, Hitchcock, Blaine & Huber LLP Internal Address: Intellectual Property Group

Street Address: 3400 HSBC Center

City: Buffalo State: NY Zip: 14203

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

19-3320

(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.

Tara Hart-Nova, Esq. Name of Person Signing

Tara Hart-Nova Signature

June 17, 2002 Date

Total number of pages including cover sheet, attachments, and document: 19

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

07/09/2002 GTON11 00000111 193320 1951457

01 FC:481 40.00 CH 02 FC:484 120.00 CH

TRADEMARK REEL: 002501 FRAME: 0671

2. Name and address of receiving party(ies):

Fleet National Bank
111 Westminster Street
Providence, Rhode Island 02903

3: Nature of conveyance:

Record to correct to Security Interest from Assignment recorded in the PTO on
January 28, 2000 under Reel 2029, Frame 0190

MW 1/28/00

FORM PTO-101XA
Expires 09/30/99
OMB 0651-0027

03-03-2000

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



28

101280425

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
- 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 _____
- Effective Date
Month Day Year
03311999

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name LEACH & CARNER COMPANY

03311999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization MASSACHUSETTS

Receiving Party

Mark if additional names of receiving parties attached

Name PLERST PRECIOUS METALS INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 111 WESTMINSTER STREET

Address (line 2) _____

Address (line 3) PROVIDENCE

PROVIDENCE
City

RI/USA

State/Country

02903

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization

RHODE ISLAND

03/02/2000

01 FC:481
02 FC:482

COURTES 00000390 74307113

FOR OFFICE USE ONLY

40.00 DP
775.00 DP

Public burden recording 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 Burden 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: 002029 FRAME: 0190

TRADEMARK
REEL: 002501 FRAME: 0673

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="74307113"/>	<input type="text" value="74413788"/>	<input type="text" value="74538942"/>	<input type="text" value="314023"/>	<input type="text" value="1077819"/>	<input type="text" value="1214785"/>
<input type="text" value="74714382"/>	<input type="text" value="74714383"/>	<input type="text" value="74714381"/>	<input type="text" value="1363279"/>	<input type="text" value="1520804"/>	<input type="text" value="1649823"/>
<input type="text" value="75231492"/>	<input type="text" value="75231491"/>	<input type="text" value="75284301"/>	<input type="text" value="1505786"/>	<input type="text" value="1505789"/>	<input type="text" value="1516320"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:
Deposit Account

Enclosed 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.

JOSEPH R. MILLER, ESQ.
Name of Person Signing


Signature

1/28/00
Date Signed

TRADEMARK
REEL: 002029 FRAME: 0191

TRADEMARK
REEL: 002501 FRAME: 0674

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

FLEET NATIONAL BANK

DBA/AKA/TA

Composed of

Address (line 1)

111 WESTMINSTER STREET

Address (line 2)

Address (line 3)

PROVIDENCE

RI/USA
State/Country

02903

Zip Code

Individual General Partnership Limited Partnership

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 the Assignment.)

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)

74538941		

Registration Number(s)

1715532	1794244	1820570
1951457	1947463	1953677
1943212	891637	2010831
2025823	2152735	1520804
2226010		

TRADEMARK
REEL: 002029 FRAME: 0192

TRADEMARK
REEL: 002501 FRAME: 0675

**FIFTH AMENDMENT TO TRADEMARK
SECURITY ASSIGNMENT
DATED AS OF JUNE 30, 1993**

THIS FIFTH AMENDMENT TO TRADEMARK SECURITY ASSIGNMENT is made and entered into as of the 31st day of March, 1999, among **LEACH & GARNER COMPANY**, a Massachusetts corporation with a principal place of business at 57 John L. Dietsch Square, North Attleboro, Massachusetts 02760- 0200 (the "Assignor"); **BANKBOSTON, N.A.** (formerly known as Rhode Island Hospital Trust National Bank), a national banking association with a principal place of business at 100 Federal Street, Boston, Massachusetts 02110, as collateral agent for the Lenders (as defined below) (the "Agent"); and **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation with a principal place of business at 111 Westminster Street, Providence, Rhode Island 02903, as collateral agent for the New Lenders (as defined below) (the "New Agent").

W I T N E S S E T H T H A T :

WHEREAS, the Agent as collateral agent for itself, Fleet National Bank ("FNB") and Fleet Precious Metals Inc. ("FPM") (collectively, the "Lenders") and the Assignor are parties to that certain Trademark Security Assignment dated as of June 30, 1993 (the "Assignment"), as amended: (i) by a certain First Amendment to Trademark Security Assignment dated January 14, 1994 (the "First Amendment"), (ii) by a certain Second Amendment to Trademark Security Assignment dated October 14, 1994 (the "Second Amendment") and subject to that certain Assignment and Release of Security Interest in Trademark (the "Release") as of November 30, 1995, (iii) by a certain Third Amendment to Trademark Security Assignment dated as of July 31, 1996 (the "Third Amendment"); and (iv) by a certain Fourth Amendment to Trademark Security Assignment dated as of September 13, 1996 (the "Fourth Amendment"), pursuant to which the Assignor assigned, transferred and granted to the Agent, for the benefit of the Lenders, and to each of the Lenders, an interest in certain Marks (as defined therein and, subject to the Release, as described in Schedule A attached thereto), which Assignment was originally recorded with the United States Patent and Trademark Office on July 20, 1993 at Reel 1018, Frame 0428, which First Amendment was recorded on February 25, 1994 at Reel 1111, Frame 0122, which Second Amendment was recorded on November 23, 1994 at Reel 1249, Frame 0467, which Release was recorded on June 26, 1996 at Reel 1426, Frame 0663, which Third Amendment was recorded on September 11, 1996 at Reel 1502, Frame 16, and which Fourth Amendment was recorded on January 14, 1997 at Reel 1545, Frame 0246; and

WHEREAS, the Second Amended and Restated Revolving Credit and Deferred Payment Agreement dated as of September 13, 1996, as amended and modified from time to time, among the Assignor and BankBoston, N.A. (formerly known as Rhode Island Hospital Trust National Bank), for itself and as Agent for the Lenders has been amended and restated in its entirety by a certain Third Amended and Restated Revolving Credit and Deferred Payment Agreement dated as of the date hereof, among FNB and FPM (collectively the "New Lenders"), the New Agent, as Collateral Agent for the New Lenders, and the Assignor (as amended and restated, the "New Credit Agreement"); and

WHEREAS, BankBoston, N.A. will no longer be one of the Lenders under the New Credit Agreement; and

WHEREAS, the Agent, the Assignor and the New Lenders desire to substitute the New Agent as the "Assignee", and desire to have the New Agent act as collateral agent for the New Lenders, pursuant to the terms of the Assignment; and

WHEREAS, the New Agent is willing to assume all obligations and liabilities under the Assignment as the Assignee thereunder and to comply with the covenants and terms of such Assignment and any documents executed by the Assignee and/or the New Lenders in connection with the Assignment; and

WHEREAS, the Assignor has abandoned certain existing Trademarks and has obtained certain additional Trademarks, in each case not reflected in the Assignment.

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

1. The Agent, the New Agent, the New Lenders and the Assignor hereby consent to the substitution of the New Agent as the "Assignee" referred to in the Assignment.

2. The Assignment is hereby amended from and after the date hereof so that the term "Assignee" as used therein and herein shall mean the New Agent and the New Agent shall be entitled to all of the rights and benefits as the Assignee thereunder and hereby assumes full liability for the performance and observance of all and singular of the covenants, agreements and conditions of the Assignment which are to be performed by the Assignee thereunder.

3. The Agent is hereby deleted as a party to the Assignment, both in its capacity as Assignee and in its capacity as one of the Lenders, and the Agent is hereby released of any and all liability for the performance and observance of all and singular of the covenants, agreements and conditions of the Assignment which are to be performed by the Assignee.

4. Notwithstanding the grant and conveyance to the Assignee, for the benefit of the Lenders, of a security interest in all present and future Marks, as set forth in Section 1 of the Assignment, the Assignor hereby grants and conveys to the Assignee, for the benefit of the Lenders, and to each of the Lenders, a security interest in and to the Marks set forth on Schedule B attached hereto and made a part hereof (collectively, the "Additional Marks"). The Additional Marks shall be subject to all of the terms, conditions and other provisions of the Assignment in the same manner as the Marks set forth on Schedule A to the Assignment.

5. The Marks listed on Schedule C attached hereto and made a part hereof are hereby deleted from Schedule A to the Assignment (the "Deleted Marks").

6. To reflect the Additional Marks and the Deleted Marks, the parties hereto hereby amend Schedule A in the form of Amended Schedule A, attached hereto and made a part hereof.

7. The Marks, as described in the Assignment and as modified hereby, shall secure the payment and performance of all Obligations (as defined in the New Credit Agreement) and any and all other indebtedness, liabilities and obligations of Assignor to the New Lenders of every kind and description, whether now existing or hereafter arising, whether direct, indirect or contingent, due or to become due, relating to or evidenced by the New Credit Agreement) and/or the Loan Documents (as defined in the New Credit Agreement), all of which are hereby acknowledged and agreed to be included within the definition of "Obligations" secured by the Assignment.

8. In order to secure the complete and timely payment and satisfaction of all of the Obligations of the Assignor under the New Credit Agreement, the Assignor hereby ratifies and reaffirms its previous grant of, and again grants and conveys to the New Agent and to the New Lenders, a continuing security interest in and lien upon the Marks as described in the Assignment and as modified hereby, and hereby further grants and conveys to the New Agent, as Assignee, for the benefit of the New Lenders, and to each of the New Lenders, a continuing security interest in and lien upon all of the Assignor's currently existing and future trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames, all of which existing registered trademarks and service marks, and trademarks and service marks for which any application to register has been filed are listed in Amended Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (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 owned by Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks, such grant to be on the same terms and conditions as are set forth in the Assignment, which, as amended hereby, is hereby incorporated herein by reference as if set forth at length herein.

9. Section A. of the "BACKGROUND" of the Assignment is hereby amended to read as follows:

"A. In order to induce the Lenders to make loans and other extensions of credit to the Assignor pursuant to a certain Third Amended and Restated Revolving Credit and Deferred Payment Agreement, dated as of March 31, 1999, among the Assignor, the Assignee, and Fleet National Bank and Fleet Precious Metals Inc. (collectively, the "Lenders") (together with all schedules and exhibits thereto and as amended, extended and modified from time to time, the "Credit Agreement"), the Assignor has agreed to grant and convey to the Assignee for the benefit of the Lenders and to each of the Lenders for their ratable benefit a continuing security interest in and lien upon all of its trademarks, service marks, tradenames, and the goodwill associated therewith, as herein provided."

10. Any necessary, conforming changes to the Assignment occasioned by reason of this Amendment shall be deemed to have been made.

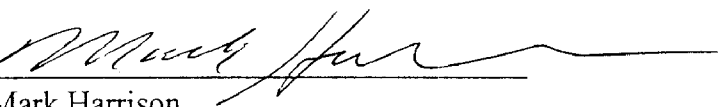
11. This Amendment shall be binding upon the parties and their respective successors and assigns.

12. Except as specifically amended hereby, the Assignment shall remain in full force and effect.

13. This Amendment may be executed with one or more counterparts hereof, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

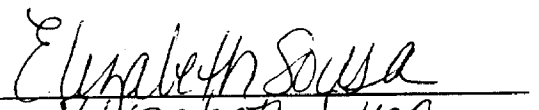
IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed by their duly authorized officers as of the date first above written.

LEACH & GARNER COMPANY

By: 
Mark Harrison
Chief Financial Officer

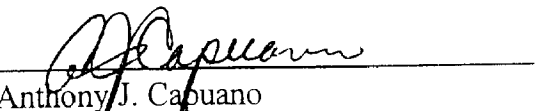
BANKBOSTON, N.A.

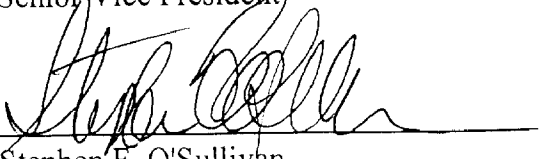
As the Agent

By: 
Name: Elizabeth Sousa
Title: Vice President

FLEET PRECIOUS METALS INC.,

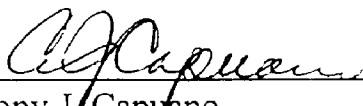
As the New Agent

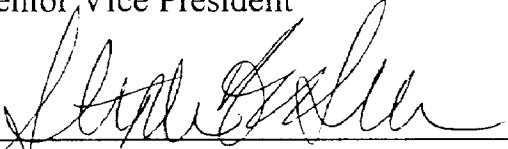
By: 
Anthony J. Capuano
Senior Vice President

By: 
Stephen F. O'Sullivan
Vice President

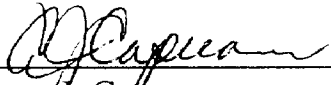
ACKNOWLEDGED AND AGREED:

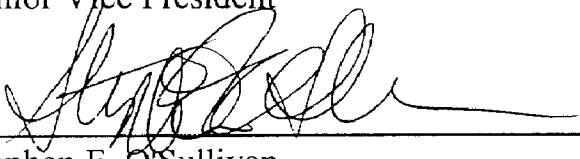
FLEET NATIONAL BANK

By: 
Anthony J. Capuano
Senior Vice President

By: 
Stephen F. O'Sullivan
Vice President

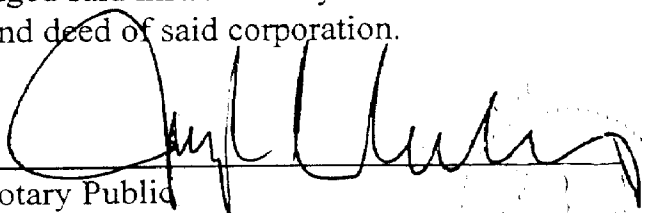
FLEET PRECIOUS METALS INC.

By: 
Anthony J. Capuano
Senior Vice President

By: 
Stephen F. O'Sullivan
Vice President

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

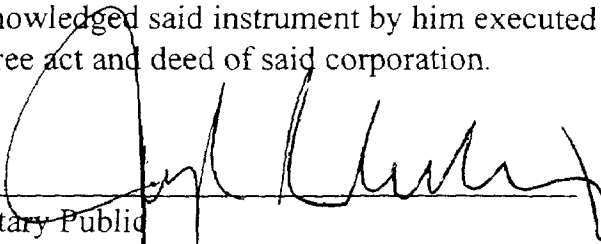
On the 30th day of March, 1999, before me personally appeared Mark Harrison, Chief Financial Officer of Leach & Garner Company, to me known and known by me to be the person executing the foregoing instrument, and acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation.


Notary Public
My Commission Expires: _____

JOSEPH R. MILLER
NOTARY PUBLIC
MY COMMISSION EXPIRES: JUNE 30, 2001

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On the 25th day of March, 1999, before me personally appeared Anthony J. Capuano, Senior Vice President of Fleet Precious Metals Inc., to me known and known by me to be the person executing the foregoing instrument, and acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation.

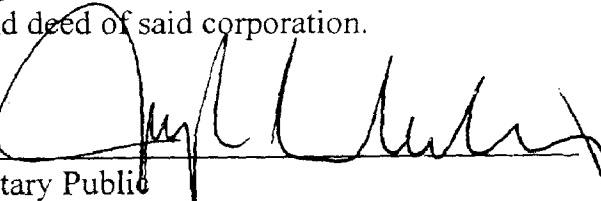


Notary Public
My Commission Expires: _____

JOSEPH R. MILLER
NOTARY PUBLIC
MY COMMISSION EXPIRES: JUNE 30, 2001

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On the 25th day of March, 1999, before me personally appeared Stephen F. O'Sullivan, Vice President of Fleet Precious Metals Inc., to me known and known by me to be the person executing the foregoing instrument, and acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation.



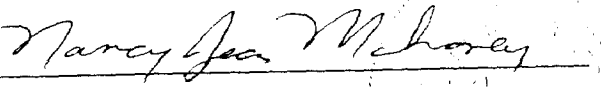
Notary Public
My Commission Expires: _____

JOSEPH R. MILLER
NOTARY PUBLIC
MY COMMISSION EXPIRES: JUNE 30, 2001

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Middlesex)

March 27, 1999

Then personally appeared the above-named Elizabeth Sousa, both individually and as Vice President of BankBoston, N.A., and acknowledged the foregoing instrument to be his free act and deed, both individually and as said Vice President of BankBoston, N.A., before me:



Notary Public
My Commission Expires: 11-13-2003

Nancy Jean Mahoney
Notary Public

SCHEDULE A

<u>Trademark/ Service Mark Tradename</u>	<u>Registration No. or Serial No. if an Application is Pending</u>	<u>Country</u>	<u>Registration Date or Filing Date if an Application is Pending</u>
GF & Design	314,023	U.S.	06/19/34
BRIGHT CAST & Design	1,077,819	U.S.	11/22/77
GF	1,214,785	U.S.	11/02/82
GENERAL FINDINGS	1,363,279	U.S.	10/01/85
L&G & Design	1,520,804	U.S.	01/17/89
Design Only - CROWN & Design	1,649,823	U.S.	07/02/91
Design Only (Infinity Sign)	1,505,786	U.S.	09/27/88
Hildgund	1,505,789	U.S.	09/27/88
SigmaGold	1,516,320	U.S.	12/13/88
Flash Rope (licensed to Aurafin)	1,715,532	U.S.	09/15/92
E-Z Clip	1,794,244	U.S.	09/21/93
Hooplets	1,820,570	U.S.	02/08/94
Opposets	74/307,113	U.S.	08/21/92

SCHEDULE B
ADDITIONAL TRADEMARKS

<u>Trademark/ Service Mark Tradename</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
General Findings	308,010	Canada	11/01/85
GF & Design	1,195,520	Spain	10/05/89
GF & Design	VR04.463/1992	Denmark	05/22/92
GF & Design	00,571,005	Taiwan	09/16/92
GF & Design	392,945	Switzerland	07/07/92
GF & Design	501,212	Benelux	04/01/92
GF & Design	144,853	Austria	11/13/92
GF & Design	160,214	Thailand	08/26/92
GF & Design	B1,471,039	United Kingdom	10/29/93
GF & Design	2,061,188	Germany	03/30/94
GF & Design	276,933	Rep. of Korea	10/19/93
GF & Design	276,177	Portugal	07/05/93
GF & Design	107,476	Greece	05/17/95
GF & Design	B153,548	Ireland	01/06/95
GF & Design	1,682,110	France	07/19/91
GF & Design	613,357	Italy	12/29/93
GF & Design	2,669,115	Japan	05/31/94
Infiné (licensed to Aurafin)	1,951,457	U.S.	01/23/96
L&G & Design	VR04.462/1992	Denmark	05/22/92

L&G & Design	00,571,004	Taiwan	09/16/92
L&G & Design	107,475	Greece	05/17/95
L&G & Design	B153,547	Ireland	01/06/95
L&G & Design	160,215	Thailand	08/26/92
Leach & Garner Gold (licensed to Aurafin)	1,947,463	U.S.	01/09/96
Design Only (Infinity Sign)	427,474	Canada	05/20/94
Design Only (Infinity Sign)	493,194	Mexico	05/26/95
Radiant Rope (licensed to Aurafin)	1,953,677	U.S.	01/30/96
Design Only (Sun Sign) (licensed to Aurafin)	1,943,212	U.S.	12/19/95
Design Only (Sun sign)	493,199	Mexico	05/26/95
W& Design	891,637	U.S.	05/26/70
Design Only (Crown Sign)	418,455	Canada	10/22/93
14K Duragold (licensed to Aurafin)	74/538,942	U.S.	06/17/94
Acclaim (licensed to Aurafin)	2,010,831	U.S.	10/22/96
Eternagold (licensed to Aurafin)	74/413,788	U.S.	07/19/93
H& Design	74/714,382	U.S.	08/11/95
HALO	74/714,383	U.S.	08/11/95

Haloclasp	74/714,381	U.S.	08/11/95
Noble Gold	2,025,823	U.S.	12/24/96
Premiere Herringbone & Design (licensed to Aurafin)	2,152,735	U.S.	04/21/98
Design Only (Sun Sign) (licensed to Aurafin)	TMA 469,777	Canada	01/15/97
TRIAD	74/538,941	U.S.	06/17/94
Design Only (Infinity Sign)	[[[Provide number]]]	European Community	[[[Provide date]]]
Design Only (Crown Sign)	[[[Provide number]]]	European Community	[[[Provide date]]]
GF & Design	B7293/91	Singapore	08/02/91
Infinity	00768226	Taiwan	07/16/97
Infinity	06555	Hong Kong	06/29/98
Infinity	393,794	Rep. of Korea	02/02/98
Infinity	4,078,245	Japan	10/31/97
L&G	1,520,804	U.S.	01/17/89
L&G	238,4/8385	Switzerland	07/16/86
L&G	B1338961	United Kingdom	03/21/95
Design Only (Infinity Sign)	000206656	European Community	02/15/99
Design Only (Crown Sign)	000206557	European Community	09/28/98
Karat Katch	2,226,010	U.S.	02/23/99

E-Z Loc	75/431,492	U.S.	02/09/98
Design Only (Infinity Sign)	725,283	India	05/16/96
Design Only (Infinity Sign)	5263/96	Singapore	05/24/96
Design Only (Infinity Sign)	318656	Thailand	09/27/96
Secura	75/431,491	U.S.	02/09/98
Springless Lever	75/484,301	U.S.	05/13/98

SCHEDULE C
DELETED TRADEMARKS

NONE

AMENDED SCHEDULE A

<u>Trademark/ Service Mark Tradename</u>	<u>Registration No. or Serial No. if an Application is Pending</u>	<u>Country</u>	<u>Registration Date or Filing Date if an Application is Pending</u>
GF & Design	314,023	U.S.	06/19/34
BRIGHT CAST & Design	1,077,819	U.S.	11/22/77
GF	1,214,785	U.S.	11/02/82
GENERAL FINDINGS	1,363,279	U.S.	10/01/85
L&G & Design	1,520,804	U.S.	01/17/89
Design Only - CROWN & Design	1,649,823	U.S.	07/02/91
Design Only (Infinity Sign)	1,505,786	U.S.	09/27/88
Hildgund	1,505,789	U.S.	09/27/88
SigmaGold	1,516,320	U.S.	12/13/88
Flash Rope (licensed to Aurafin)	1,715,532	U.S.	09/15/92
E-Z Clip	1,794,244	U.S.	09/21/93
Hooplets	1,820,570	U.S.	02/08/94
Opposets	74/307,113	U.S.	08/21/92
General Findings	308,010	Canada	11/01/85
GF & Design	1,195,520	Spain	10/05/89
GF & Design	VR04.463/1992	Denmark	05/22/92

GF & Design	00,571,005	Taiwan	09/16/92
GF & Design	392,945	Switzerland	07/07/92
GF & Design	501,212	Benelux	04/01/92
GF & Design	144,853	Austria	11/13/92
GF & Design	160,214	Thailand	08/26/92
GF & Design	B1,471,039	United Kingdom	10/29/93
GF & Design	2,061,188	Germany	03/30/94
GF & Design	276,933	Rep. of Korea	10/19/93
GF & Design	276,177	Portugal	07/05/93
GF & Design	107,476	Greece	05/17/95
GF & Design	B153,548	Ireland	01/06/95
GF & Design	1,682,110	France	07/19/91
GF & Design	613,357	Italy	12/29/93
GF & Design	2,669,115	Japan	05/31/94
Infiné (licensed to Aurafin)	1,951,457	U.S.	01/23/96
L&G & Design	VR04.462/1992	Denmark	05/22/92
L&G & Design	00,571,004	Taiwan	09/16/92
L&G & Design	107,475	Greece	05/17/95
L&G & Design	B153,547	Ireland	01/06/95
L&G & Design	160,215	Thailand	08/26/92
Leach & Garner Gold (licensed to Aurafin)	1,947,463	U.S.	01/09/96

Design Only (Infinity Sign)	427,474	Canada	05/20/94
Design Only (Infinity Sign)	493,194	Mexico	05/26/95
Radiant Rope (licensed to Aurafin)	1,953,677	U.S.	01/30/96
Design Only (Sun Sign) (licensed to Aurafin)	1,943,212	U.S.	12/19/95
Design Only (Sun sign)	493,199	Mexico	05/26/95
W& Design	891,637	U.S.	05/26/70
Design Only (Crown Sign)	418,455	Canada	10/22/93
14K Duragold (licensed to Aurafin)	74/538,942	U.S.	06/17/94
Acclaim (licensed to Aurafin)	2,010,831	U.S.	10/22/96
Eternagold (licensed to Aurafin)	74/413,788	U.S.	07/19/93
H& Design	74/714,382	U.S.	08/11/95
HALO	74/714,383	U.S.	08/11/95
Haloclasp	74/714,381	U.S.	08/11/95
Noble Gold	2,025,823	U.S.	12/24/96
Premiere Herringbone & Design (licensed to Aurafin)	2,152,735	U.S.	04/21/98
Design Only (Sun Sign) (licensed to Aurafin)	TMA 469,777	Canada	01/15/97

TRIAD	74/538,941	U.S.	06/17/94
Design Only (Infinity Sign)	[[[Provide number]]]	European Community	[[[Provide date]]]
Design Only (Crown Sign)	[[[Provide number]]]	European Community	[[[Provide date]]]
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Infinity	00768226	Taiwan	07/16/97
Infinity	06555	Hong Kong	06/29/98
Infinity	393,794	Rep. of Korea	02/02/98
Infinity	4,078,245	Japan	10/31/97
L&G	1,520,804	U.S.	01/17/89
L&G	238,4/8385	Switzerland	07/16/86
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Secura

75/431,491

U.S.

02/09/98

Springless Lever

75/484,301

U.S.

05/13/98

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