

05-22-2002



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

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

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

1. Name of conveying party(ies):

Aurafin-OroAmerica LLC

517102

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 04-16-02

2. Name and address of receiving party(ies)

Name: Bruce D. Verstandig

Internal Address: 589 5th Street, Suite 1202

Street Address: 589 5th Street, Suite 1202

City: New York State: NY Zip: 10017

- Individual(s) citizenship United States of America
- 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) 75/868,720

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Marc J. Kesten, Esq.

Internal Address: Aurafin-OroAmerica LLC

443 North Varney Street

Street Address: 443 North Varney Street

City: Burbank State: CA Zip: 91502

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:

502067

OFFICE OF PATENT RECORDS
MAY 17 AM 10:06
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

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Marc J. Kesten

Name of Person Signing

Signature

May 17, 2002

Date

5

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

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

TRADEMARK
REEL: 002511 FRAME: 0100

12/2

TRADEMARK ASSIGNMENT

This Agreement is made and entered into on April 16, 2002, by and between Aurafin-OroAmerica LLC, a Delaware limited liability company, ("Assignor") and Bruce D. Verstandig, an individual located at 589 5th Avenue, Suite 1202, New York, New York 10017, ("Assignee").

WHEREAS, Assignor, is the owner of that certain trademark and corresponding trademark application identified respectively as follows: JEWELTRUST, U.S. Trademark Serial No. 75/868,720 (collectively the "Trademark"); and

WHEREAS, Assignor wishes to sell and assign to Assignee all of its rights, title and interest in the Trademark, and Assignee wishes to acquire from Assignor all the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. **Consideration.** In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of \$1,500.00 payable upon Assignee's execution of this Agreement, but in no event later than May 10, 2002.

3. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power, and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to

recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

6. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. **Agreement to Perform Necessary Acts.** Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. **U.S. Registration of Trademark.** If for any reason the U.S. Patent and Trademark does not issue a Certificate of Registration for the Trademark, then the parties shall be required to return to each other all consideration exchanged between them under this Agreement, including the \$1,500 payment made by Assignee and the rights, title, and interest in and to the Trademark transferred by Assignor hereunder.

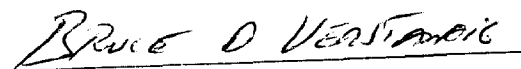
9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, excluding the conflicts of law principles thereof. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect. In the event of any litigation between the parties, it is agreed that the sole venue for such litigation shall be in a court of convenient jurisdiction in Broward County, Florida.

10. **Entire Agreement.** This Agreement is the complete and exclusive agreement of the parties with respect to the subject matter addressed herein, supercedes all prior and contemporaneous discussions, representations, and understandings regarding the matters herein, and shall survive the expiration or termination of any other agreement.


BRUCE D. VERSTANDIG
"ASSIGNEE"



Signature

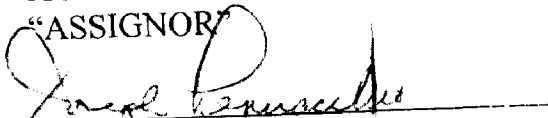


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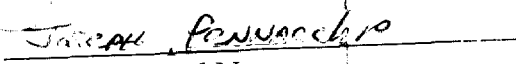


Date


AURAFIN-OROAMERICA LLC
"ASSIGNOR"



Signature



Printed Name



Date

NOTARIZATION FORM

State of New York

County of Manhattan

EDWARD TURSKI

On April 30, 2002, before me, BRUCE D. VERSTANDIG (notary), personally appeared BRUCE D. VERSTANDIG personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

APRIL 30, 2002
EDWARD TURSKI
NOTARY PUBLIC, State of New York
No. 4890696
Qualified in New York County
Commission Expires April 27, 2006

(Seal)

Signature

Edward Turski

Notary

NOTARIZATION FORM

State of ~~New York~~ FLORIDA

County of ~~Manhattan~~ BROWARD

On April 19th, 2002, before me, NANCY A. BELL (notary), personally appeared JOSEPH PENNACCHIO personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

(Seal)

Signature Nancy A. Bell
Notary

