

10-30-2002



102265713

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
OCT 25 AM 11:57
FINANCE SECTION

10/25/02

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country

- 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 Assignment.)

10/29/2002 DBYRNE 00000239 1077819

FOR OFFICE USE ONLY

01 FC:8521
02 FC:8522

40.00 DP
375.00 DP

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: 002607 FRAME: 0105

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,077,819"/>	<input type="text" value="1,363,279"/>	<input type="text" value="1,214,785"/>
<input type="text" value="2,152,735"/>	<input type="text" value="1,820,570"/>	<input type="text" value="1,951,457"/>
<input type="text" value="1,947,463"/>	<input type="text" value="1,505,786"/>	<input type="text" value="1,649,823"/>

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.

Rowland Richards, Reg. No. 42,104

October 16, 2002

Name of Person Signing

Signature

Date Signed

Trademark Registrations

1,953,677

1,943,212

891,637

2,010,831

2,025,823

2,152,735

2,551,430

July 19, 2002

THIS AGREEMENT is made between

Sovereign Bank (in such capacity, the "**Collateral Agent**"), a federal savings bank, with offices at 15 Westminister Street, Providence, Rhode Island 02903-2449, as Collateral Agent for a syndicate of lenders (collectively, the "**Lenders**")

and

Leach & Garner Company (hereinafter, "**Assignor**"), a Massachusetts corporation with its principal executive offices at 57 John L. Dietsch Square, North Attleboro, Massachusetts 02760-0200.

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

1. **BACKGROUND:** Reference is made to the Revolving Credit and Deferred Payment Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among (i) the Assignor, as Borrower (ii) the Lenders, and (iii) the Collateral Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST:** To secure the Obligations, Assignor hereby creates and grants a security interest in favor of the Collateral Agent, for the ratable benefit of the Lenders, with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and to each of the following and all proceeds thereof (collectively, the "**Trademark Collateral**");

(a) All of Assignor's now owned or existing or hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, the trademarks, registered trademarks, trade mark applications, service marks, registered service marks and service mark applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks or service mark applications.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of Assignor's rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF TRADEMARK COLLATERAL BY ASSIGNOR:** Until this Agreement is terminated, the Assignor shall undertake the following with respect to each item respectively described in Section 2:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Trademark Collateral and with the processing of the Trademark Collateral.

(b) At Assignor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each application for registration, and not abandon or delay any such efforts.

(c) At Assignor's sole cost, expense, and risk, take any and all action deemed necessary to protect the Trademark Collateral, including, without limitation, the prosecution and defense of infringement actions.

4. **ASSIGNOR'S REPRESENTATIONS AND WARRANTIES:** Assignor represents and warrants that:

(a) **EXHIBIT A** includes all of the Trademark Collateral now owned by Assignor.

(b) All Trademark Collateral is and shall remain, free and clear of all Liens to any Person other than to the Collateral Agent.

(c) Assignor shall give the Collateral Agent written notice (with reasonable detail) within ten (10) business days following the occurrence of any of the following:

(i) Assignor's obtaining rights to, and filing applications for registration of, any new trademarks or service marks, or otherwise acquires ownership of any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications (other than Assignor's right to sell products containing the trademarks of others in the ordinary course of Assignor's business).

(ii) Assignor's becoming entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses, or service mark license renewals, whether as licensee or licensor (other than Assignor's right to sell products containing the trademarks of others in the ordinary course of the Assignor's business).

(iii) Assignor's entering into any new trademark license agreement or service mark license agreement.

5. **AGREEMENT APPLIES TO FUTURE TRADEMARKS:**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in 4(c), above, all of which shall be deemed to be and treated as "Trademark Collateral" within the meaning of this Agreement.

(b) Assignor hereby authorizes the Collateral Agent to take all such action to protect the Collateral Agent's interest in and concerning any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark appli-

cations, written notice of which is so given, *provided, however*, the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. **ASSIGNOR'S RIGHTS TO ENFORCE TRADEMARK COLLATERAL:** Prior to the Collateral Agent's giving of notice to Assignor following the occurrence of an Event of Default, Assignor shall have the right to sue for past, present and future infringement of the Trademark Collateral including the right to seek injunctions and/or money damages, in an effort by Assignor to protect the Trademark Collateral against encroachment by third parties, *provided, however*:

(a) Assignor first provides the Collateral Agent with written notice of Assignor's intention to so sue for enforcement of any Trademark Collateral.

(b) Any money damages awarded or received by Assignor on account of such suit (or the threat of such suit) shall constitute Trademark Collateral.

(c) Following the occurrence of any Event of Default, the Collateral Agent, by notice to Assignor may limit Assignor's rights under this Section 6.

7. **COLLATERAL AGENT'S ACTIONS TO PROTECT TRADEMARK COLLATERAL:**

In the event of

(a) Assignor's failure, within five (5) days of written notice from the Collateral Agent, to cure any failure by Assignor to perform any of Assignor's obligations set forth in Section 3; and/or

(b) the occurrence, and continuation, of any Event of Default, the Collateral Agent, acting in its own name or in that of Assignor, may (but shall not be required to) act in Assignor's place and stead and/or in the Collateral Agents' own right in connection therewith.

8. **RIGHTS UPON DEFAULT:** Upon the occurrence, and continuation, of any Event of Default, the Collateral Agent may, after five (5) days written notice to the Assignor, exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted and in effect in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the

Trademark Collateral, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Trademark Collateral. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

9. COLLATERAL AGENT AS ATTORNEY IN FACT:

(a) Assignor hereby irrevocably constitutes and designates the Collateral Agent as and for Assignor's attorney in fact, effective following the occurrence of any Event of Default:

(i) To exercise any of the rights and powers referenced in Sections 3 and 5(b).

(ii) To execute all such instruments, documents, and papers as the Collateral Agent reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Trademark Collateral.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a) herein, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Assignor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Collateral Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. COLLATERAL AGENT'S RIGHTS: Any use by the Collateral Agent of the Trademark Collateral, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement and under the Credit Agreement shall be coextensive with Assignor's rights thereunder and with respect thereto and without any liability for

royalties or other related charges. The Collateral Agent agrees that, to the extent that it uses the Patent Collateral as authorized hereunder, the Collateral Agent shall do so in a commercially reasonable manner.

11. **INTENT:** It is intended that this Agreement supplement the Security Documents. All provisions of the Security Documents shall apply to the Trademark Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the Trademark Collateral as in all other Collateral. In the event of a conflict between this Agreement and any of the other Security Documents, the terms of this Agreement shall control with respect to the Trademark Collateral and the other Security Documents with respect to all other Collateral.

12. **FURTHER ASSURANCES:** The Assignor shall, at the request of the Collateral Agent, do any and all acts and execute any and all documents required by the Collateral Agent in connection with the protection, preservation, and enforcement of the Collateral Agent's rights hereunder.

13. **COSTS AND EXPENSES:** The Assignor shall, upon demand, reimburse the Collateral Agent and the Lenders for all reasonable costs and expenses incurred by the Collateral Agent and the Lenders in the exercise of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel).

14. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.


15. **TERMINATION; RELEASE OF TRADEMARK COLLATERAL.** This Agreement shall terminate when all the Obligations have been paid in full, the Lenders have no further commitment to lend, there is no L/C Exposure (or all such L/C Exposure is fully cash collateralized in a manner

reasonably satisfactory to the Lenders) and the Lenders have no, if any, commitment to issue letters of credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to Assignor, at Assignor's expense, all termination statements that Assignor shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 15 shall be without recourse to or warranty by the Collateral Agent.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and the Collateral Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

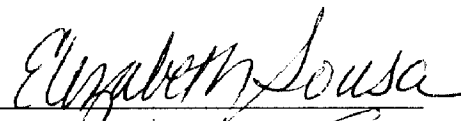
LEACH & GARNER COMPANY
("Assignor")

By 

Name RICHARD S. PONCE

Title CHIEF FINANCIAL OFFICER

SOVEREIGN BANK
(The "Collateral Agent")

By 

Name ELIZABETH SOUSA

Title Vice President

STATE OF RHODE ISLAND
CITY OF PROVIDENCE, COUNTY OF PROVIDENCE

Then personally appeared before me Richard J. Pierre, who acknowledged that such person is the duly authorized Chief Financial Officer of Assignor and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this 17th day of July, 2002.

Janice Kelly
Notary Public
My Commission Expires: 12/04/04

STATE OF RHODE ISLAND
CITY OF PROVIDENCE, COUNTY OF PROVIDENCE

Then personally appeared before me Elizabeth Sosa, who acknowledged that such person is the duly authorized Vice President of Sovereign Bank and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this 17th day of July, 2002.

Janice Kelly
Notary Public
My Commission Expires: 12/04/04

EXHIBIT A

Assignor's now owned or existing or hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation:

REGISTERED TRADEMARKS

1. TMK: BRIGHT CAST & Design
Class: 14
Reg. No.: 1,077,819
Dated: 11.22.1977.
2. TMK: GENERAL FINDINGS
Class:
Country: Canada
Reg No.: 308,010
Dated: 11.01.1985.
3. TMK: GENERAL FINDINGS
Class: 14
Reg No.: 1,363,279
Dated: 10.01.1985.
4. TMK: GF
Class: 14
Reg No.: 1,214,785
Dated: 11.02.1982.
5. TMK: GF & Design
Class: 114
Country: Denmark
Reg No.: VR04.463/1992
Dated: 05.22.1992.
6. TMK. GF & Design
Class: Lp56
Country: Taiwan
Reg No.: 00,571,005
Dated: 09.16.1992.
7. TMK: GF & Design

- | | | |
|-----|----------|-------------|
| | Class: | 114 |
| | Country: | Switzerland |
| | Reg No.: | 392,945 |
| | Dated: | 07.07.1992 |
| 8. | TMK: | GF & Design |
| | Class: | 114 |
| | Country: | Benelux |
| | Reg No.: | 501,212 |
| | Dated: | 04.01.1992. |
| 9. | TMK: | GF & Design |
| | Class: | 114 |
| | Country: | Austria |
| | Reg No.: | 144,853 |
| | Dated: | 11.13.1992. |
| 10. | TMK: | GF & Design |
| | Class: | 114 |
| | Country: | Thailand |
| | Reg No.: | 160,214 |
| | Dated: | 08.26.1992. |
| 11. | TMK: | GF & Design |
| | Class: | 114 |
| | Country: | UK |
| | Reg No.: | B1,471,039 |
| | Dated: | 10.29.1993. |
| 12. | TMK: | GF & Design |
| | Class: | I1,8 |
| | Country: | Germany |
| | Reg No.: | 2,061,188 |
| | Dated: | 03.30.1994. |
| 13. | TMK: | GF & Design |
| | Class: | L44 |
| | Country: | Korea |
| | Reg No.: | 276,933 |
| | Dated: | 10.19.1993. |
| 14. | TMK: | GF & Design |
| | Class: | I14 |

- | | | |
|-----|----------|-------------|
| | Country: | Portugal |
| | Reg No.: | 276,177 |
| | Dated: | 07.05.1993. |
| 15. | TMK: | GF & Design |
| | Class: | 114 |
| | Country: | Greece |
| | Reg No.: | 107,476 |
| | Dated: | 05.17.1995. |
| 16. | TMK: | GF & Design |
| | Class: | I14 |
| | Country: | Ireland |
| | Reg No.: | B153,548 |
| | Dated: | 01.06.1995. |
| 17. | TMK: | GF & Design |
| | Class: | I14 |
| | Country: | France |
| | Reg No.: | 1,682,110 |
| | Dated: | 07.19.1991 |
| 18. | TMK: | GF & Design |
| | Class: | I14 |
| | Country: | Italy |
| | Reg No.: | 613,357 |
| | Dated: | 12.29.1993. |
| 19. | TMK: | GF & Design |
| | Class: | L21 |
| | Country: | Japan |
| | Reg No.: | 2,669,115 |
| | Dated: | 05.31.1994. |
| 20. | TMK: | HILDGUND |
| | Class: | 28 |
| | Reg No.: | 1,505,789 |
| | Dated: | 09.27.1988. |
| 21. | TMK: | HOOPLETS |
| | Class: | 14 |
| | Reg No.: | 1,820,570 |
| | Dated: | 02.08.1994. |

22. TMK: INFINÉ
Class: 14
Reg No.: 1,951,457
Dated: 01.23.96.
Licensed to Aurafin
23. TMK: L&G & Design
Class: I14
Country: Denmark
Reg No.: VR04.462/1992
Dated: 05.22.1992.
24. TMK: L&G & Design
Class: Lp56
Country: Taiwan
Reg No.: 00,571,004
Dated: 09.16.1992.
25. TMK: L&G & Design
Class: I14
Country: Greece
Reg No.: 107,475
Dated: 05.17.1995.
26. TMK: L&G & Design
Class: I14
Country: Ireland
Reg No.: B153,547
Dated: 01.06.1995.
27. TMK: L&G & Design
Class: L14
Country: Thailand
Reg No.: 160,215
Dated: 08.26.1992.
28. TMK: LEACH & GARNER GOLD
Class: 14
Reg No.: 1,947,463
Dated: 01.09.1996.
Licensed to Aurafin
29. TMK: INFINITY (Logo)

- Class: 14
Reg No.: 1,505,786
Dated 09.27.1988.
30. TMK: CROWN (Logo)
Class: 14
Reg No.: 1,649,823
Dated 07.02.1991.
31. TMK: INFINITY (Logo)
Class:
Country: Canada
Reg No.: 427,474
Dated 05.20.1994.
32. TMK: INFINITY (Logo)
Class:
Country: Mexico
Reg No.: 493,194
Dated: 05.26.1995.
33. TMK: RADIANT ROPE
Class: 14
Reg No.: 1,953,677
Dated: 01.30.1996.
Licensed to Aurafin
34. TMK: SUN (Logo)
Class: 14
Reg No.: 1,943,212
Dated: 12.19.1995.
Licensed to Aurafin
35. TMK: SUN (Logo)
Class:
Country: Mexico
Reg No.: 493,199
Dated: 05.26.1995.
Licensed to Aurafin

36. TMK: W & Design
Class: 14
Reg No.: 891,637
Dated: 05.26.1970.
37. TMK: CROWN (Logo)
Class:
Country: Canada
Reg No.: 418,455
Dated: 10.22.1993.
38. TMK: ACCLAIM
Country: US
Reg No.: 2,010,831
Dated: 10.22.1996.
Licensed to Aurafin
39. TMK: NOBLE GOLD
Country: US
Reg No.: 2,025,823
Dated: 12.24.1996.
40. TMK: PREMIERE HERRINGBONE & Design
Country: US
Reg No.: 2,152,735
Dated: 04.21.1998.
Licensed to Aurafin
41. TMK: SUN (Logo)
Country: Canada
Reg No.: TMA468,777
Dated: 01.15.1997.
Licensed to Aurafin
42. TMK: GF & Design
Country: Singapore
Reg No.: B7293/91
Dated: 08.02.1991.
43. TMK: INFINITY (Design)
Country: Taiwan
Reg No.: 00768226
Dated: 07.16.1997.

44.	TMK:	INFINITY (Design)
	Country:	Hong Kong
	Reg No.:	06555
	Dated:	06.29.1998.
45.	TMK:	INFINITY (Design)
	Country:	Korea
	Reg No.:	393,794
	Dated:	02.02.1998.
46.	TMK:	INFINITY (Design)
	Country:	Japan
	Reg No.:	4,078,245
	Dated:	10.31.1997.
47.	TMK:	L&G
	Country:	US
	Reg No.:	1,520,804
	Dated:	01.17.1989.
48.	TMK:	L&G
	Country:	Switzerland
	Reg No.:	238,4/8385
	Dated:	07.16.1986.
49.	TMK:	L&G
	Country:	England
	Reg No.:	B1338961
	Dated:	03.21.1995.
50.	TMK:	EASY LOC
	Country:	US
	Reg No.:	2,551,430
	Dated:	03.26.2002.
51.	TMK:	INFINITY (LOGO)
	Country:	Singapore
	Reg No.:	T96/052632
	Dated:	05.24.1996.
52.	TMK:	INFINITY (LOGO)
	Country:	Thailand
	Reg No.:	T99886

Dated: 09.27.1996.

53. TMK: PREMIERE HERRINGBONE AND DESIGN
Country: US
Reg No.: 2,152,735
Dated: 04.21.1998.

54. TMK: INFINITY (Logo)
Country: EC
Reg No.: 00 206 656
Dated:

PENDING APPLICATIONS FOR TRADEMARKS

1. TMK: OPPOSETS
Serial No.: 74/307,113
Dated: 08.21.1992

2. TMK: PELICAN CLASP
Country: US
Serial No.: 75/847,174
Dated: 11.12.1999.

3. TMK: INFINITY (Logo)
Country: China
Serial No.:
Dated:

4. TMK: CROWN (Logo)
Country: China
Serial No.:
Dated:

5. TMK: CROWN (Logo)
Country: Hong Kong
Serial No.:
Dated:

723114.2