

03-14-2003



102390720

To the Honorable Commissione.

ached original documents or copy thereof.

1. Name of conveying party(ies): 3.11.03
 Premier Concepts, Inc. d/b/a
 Imposters, d/b/a Elegant Pretenders

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

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

2. Name and address of receiving party(ies)
 Name: Yurman Design Inc.
 Internal
 Address: _____
 Street Address: 501 Madison Avenue
 City: New York State: NY Zip: 10022

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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: February 25, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
1,682,847
1,578,381

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Lora A. Moffatt
 Internal Address: Salans

 Street Address: Rockefeller Center
620 Fifth Avenue
 City: New York State: NY Zip: 10020

8. Deposit account number:
50-1628
 (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.

Lora A. Moffatt
 Name of Person Signing

Signature

3/7/03
 Date

03/13/2003 DRYNE 00000191 1682847
 01 FC:8521 40.00 OP
 02 FC:8522 50.00 OP

Total number of pages including cover sheet, attachments, and document: 16
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

Continuation of Item 2: Name and Address of Receiving Party:

Yurman Studio, Inc
501 Madison Avenue
New York, NY 10022

New York Corporation

Continuation of Item 4B: Trademark Registration Nos.:

Trademark	Registration No.
Joli Joli & Design	2,632,265

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is dated as of February 25, 2003, by and between YURMAN DESIGN, INC., a New York corporation with its principal place of business located at 501 Madison Avenue, New York, New York, YURMAN STUDIO, INC., a New York Corporation with its principal place of business located at 501 Madison Avenue, New York, New York (each a "Secured Party" and collectively, the "Secured Parties") and PREMIER CONCEPTS, INC. D/B/A IMPOSTORS, D/B/A ELEGANT PRETENDERS, (the "Debtor"), a Colorado corporation with its principal place of business located at 3801 William D. Tate, #100 Grapevine, Texas 76051.

WITNESSETH:

WHEREAS, the Debtor and the Secured Parties are parties to a Settlement Agreement dated as of February 25, 2003 (as amended, supplemented or otherwise modified from time to time, the "Settlement Agreement");

WHEREAS, the Debtor, on the one hand, Bank One, Lincoln Jewelry and Fleet Bank (the "Lenders"), on the other hand, are parties to certain separate Loan Agreements (the "Loan Agreements"); and

WHEREAS, the Debtor wishes to grant to the Secured Parties a security interest in all of the Debtor's assets and the Secured Parties wish to receive such security interest on the date hereof, all as more fully set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Certain Defined Terms. As used in this Agreement, unless otherwise specified, the following terms shall have the following meanings:

(a) "Affiliates" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person.

(b) "Collateral" means all tangible and intangible property of the Debtor (including, but not limited to Intellectual Property as defined below), as more fully listed and described in Schedule A hereto, whether any of such property shall be owned, created or acquired by Debtor at any time hereafter, wherever located, and the products, accessions and substitutions therefor, and the accounts and proceeds arising from the sale or disposition thereof including any returns thereof, including, where applicable, the proceeds of insurance covering any of the foregoing.

(c) "Default" means any failure of Debtor to make any of the payments required under Section 2(a) of the Settlement Agreement.

(d) "Intellectual Property" means all intellectual and similar property of the Debtor of every kind and nature now owned or hereafter acquired by the Debtor, including, without limitation, inventions, designs, patents, copyrightable works and copyrights (registered, applied for and unregistered), licenses, trademarks and service marks (registered, applied for and unregistered), trade names, trade dress, logos, company names, trade secrets, confidential or proprietary technical and business information, domain names, web-sites, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable in connection with any of the foregoing, including, without limitation, damages and payments for past and future infringements thereof. A list of all registered, applied for, and unregistered patents, trademarks and copyrights is included in Schedule A.

(e) "Person" shall mean any natural person and any corporation, partnership, joint venture, limited liability company or other legal person, but shall not include any governmental entity.

(f) "Lenders' Security Interest" means the security interest of the Lenders in the Collateral granted pursuant to the Loan Agreements.

(g) "State" means any state or other jurisdiction in which the Debtor carries on business or in which the Collateral is at any time located, and includes, without limitation, the States of Colorado and Texas.

ARTICLE II THE COLLATERAL

Section 2.1 Grant of Security Interest; Collateral. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Debtor's obligations (whether financial or otherwise) under the Settlement Agreement, the Debtor hereby pledges, assigns and grants to the Secured Parties, a security interest (subordinated only to the Lenders' Security Interest) in, assignment of, general lien on and right of set-off against the Collateral (the "Security Interest").

Section 2.2 No Assumption of Liability. The Security Interest is granted as security only and shall not subject any Secured Party to, or in any way alter or modify, any obligation or liability of the Debtor with respect to or arising out of the Collateral.

ARTICLE III DEBTOR'S COVENANTS

Section 3.1 The Debtor warrants, covenants and agrees with the Secured Parties that, from and after the date of this Agreement until any and all amounts owed by the Debtor to all the Secured Parties are paid in full:

(a) The Debtor shall promptly pay, perform and discharge when due all of its obligations (financial or otherwise) under the Settlement Agreement.

(b) The Debtor shall defend the title to the Collateral against any and all Persons and against any and all claims, except with respect to any claim by any Lender pursuant to the Lender's Security Interests.

(c) At any time and from time to time, at the request of any Secured Party, the Debtor shall execute and deliver one or more financing statements and/or continuation statements pursuant to the Uniform Commercial Code, and any amendments thereof and supplements thereto, and such other instruments as such Secured Party shall reasonably require in order to perfect, protect, preserve and maintain the Security Interest. Debtor hereby irrevocably appoints the Secured Parties, or either of them acting separately, as Debtor's attorneys-in-fact, coupled with an interest, to take whatever action the Secured Parties may deem necessary to perfect or continue the perfection of the Security Interest under this Agreement pursuant to the Uniform Commercial Code. Debtor agrees that a carbon, photographic or other reproduction of this Agreement or a financing statement is sufficient as a financing statement.

(d) The Debtor shall retain possession of the Collateral during the existence of this Agreement and shall not sell, exchange, assign, loan, deliver, lease, license, transfer or otherwise dispose of same, other than sales of inventory and bona fide non-exclusive licenses of Intellectual Property in the ordinary course of business and for fair value.

(e) The Debtor shall diligently collect all of its accounts and accounts receivable constituting Collateral unless and until the Secured Parties exercise their right to collect the accounts and accounts receivable. Upon any Default, the Debtor shall, at the request of the Secured Parties, notify its account debtors of the Security Interest in any account or account receivable and that payment thereof is to be made directly to the Secured Parties.

(f) The Debtor shall keep the Collateral (consisting of tangible personal property) at its present location and not to remove the same (other than motor vehicles or inventory sold in accordance with paragraph (d) above) without the prior written consent of the Secured Parties in each instance.

(g) The Debtor shall keep the Collateral free and clear of all liens, charges, encumbrances, pledges, mortgages, and security interests, except for the Security Interest and the Lenders' Security Interests.

(h) The Debtor shall pay when due all taxes, assessments, governmental charges and license fees relating to, or which could become a lien upon, the Collateral.

(i) The Debtor shall keep the Collateral, at the Debtor's own cost and expense, in good repair and condition and to use it for the purposes intended and not to misuse, abuse, waste or allow it to deteriorate, except for normal wear and tear, and to make the same available for inspection by any Secured Party during normal business hours.

(j) The Debtor shall keep the Collateral insured against loss by fire, theft, flood and other hazards (so-called "All Risk" coverage) as the Secured Party may require in an amount equal to the full value of the Collateral and in no event less than the outstanding aggregate amount of the obligations then payable under the Settlement Agreement secured thereby. Insurance policies covering the Collateral shall be obtained from responsible insurers

authorized to do business in the State of Colorado. Certificates of insurance or policies shall name the Secured Parties as loss payees and shall have attached thereto a loss payable clause making loss payable to the Secured Parties (subject to any similar clause for the benefit of the Lenders) as their interests may appear, and all such policies and renewal policies shall be deposited with the Secured Parties. Each policy or endorsement thereto shall contain a clause requiring the insurer to give not less than thirty (30) days prior written notice to the Secured Parties in the event of modification or cancellation of the policy for any reason whatsoever, and a clause providing that the interest of the Secured Parties shall not be impaired or invalidated by any act or neglect of the Debtor or owner of the Collateral. The Debtor shall give immediate written notice to the Secured Parties and to the appropriate insurers of any loss or damage to the Collateral and shall promptly file proofs of loss with the appropriate insurers. Subject to any senior rights in favor of the Lenders, the Debtor hereby irrevocably appoints the Secured Parties, or either of them acting separately, as attorneys-in-fact, coupled with an interest, of the Debtor in obtaining and adjusting any such insurance and endorsing settlement drafts and hereby assigns to the Secured Parties all sums which may become payable under such insurance, including return premiums and dividends, as additional security for the obligations of the Debtor under the Settlement Agreement. In the event of termination or threatened termination of insurance, each Secured Party has the right to obtain its own insurance covering the Collateral and to add the costs of obtaining and maintaining such insurance as an additional obligation of the Debtor to such Secured Party. Nothing herein shall relieve the Debtor of its duty or obligation to do any act for which the Secured Parties may be hereby appointed attorneys-in-fact for the Debtor or otherwise authorized to act.

(k) In the conduct of its business, the Debtor shall comply with all applicable laws, ordinances, rules and regulations of all governmental authorities having jurisdiction over the Debtor, the Collateral and/or its business.

(l) The Debtor will promptly give the Secured Parties written notice of any action take by the Lenders with respect to the Lenders' Security Interest.

Section 3.2 Debtor's Duty of Expenses, Etc. The Debtor authorizes the Secured Parties (or either of them acting separately), if the Debtor fails to do so, to do all things required of the Debtor herein and charge all expenses incurred by such Secured Parties to the Debtor. The Debtor further agrees to pay or reimburse each Secured Party expenses incurred by such party in exercising or enforcing its rights under this Agreement promptly (and in any event within 30 days delivery of an invoice therefor from the Secured Parties). Any such expenses not so paid within such 30-day period shall accrue interest at the rate of 12% per annum and failure to make such payment within such 30-day period shall constitute a Default hereunder.

Section 3.3 Change of Name. The Debtor shall not, without thirty (30) days prior written notice to the Secured Party, change its name or make any changes in the tradenames under which it now operates. In the event that the Debtor so notifies the Secured Parties, the Debtor will execute such financing statements and other documents as the Secured Parties shall deem necessary or desirable in order to maintain the existence, perfection and priority of the Security Interest.

Section 3.4 Collateral Assignment of Contracts. If the Secured Parties so request, the Debtor shall execute and deliver a collateral assignment of contracts (on terms reasonably satisfactory to the Secured Parties) to further confirm or perfect the Security Interest in any contracts or contract rights included in the Collateral, and the Debtor shall use commercially reasonable efforts to procure the consent of each other party to each of such contracts to such collateral assignment.

ARTICLE IV DEBTOR'S REPRESENTATIONS AND WARRANTIES

Section 4.1 Debtor's Representations and Warranties: The Debtor represents and warrants to each Secured Party as follows:

(a) The Debtor has, and as to Collateral acquired or arising after the date hereof will have, good and valid rights in, and title to, the Collateral with respect to which it has purported to grant a Security Interest hereunder, except for the Security Interest, the Lenders' Security Interest and minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize the Collateral for its intended purposes, and has full power and authority to grant to the Secured Parties the Security Interest in the Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval which has been obtained.

(b) Except for the Security Interest, the Lenders' Security Interest and minor defects in title as aforesaid, the Debtor is, and as to Collateral acquired or arising after the date hereof will be, the owner of the Collateral free and clear of any lien, security interest, pledge and encumbrance of any nature.

(c) The office where Debtor keeps its records concerning the Collateral and Debtor's principal place of business and chief executive office are and will be located at 3801 William D. Tate, #100 Grapevine, Texas 76051.

(d) Debtor has not made any material misrepresentations in this agreement or the Settlement Agreement.

ARTICLE V DEFAULT

Section 5.1 Remedies on Default.

(a) Upon any Default and subject to the terms and conditions of the Settlement Agreement and upon demand by the Secured Parties, the Debtor agrees immediately to assemble the Collateral and make it available to the Secured Parties at the place and time designated in such demand. The Secured Parties shall be entitled to immediate possession of the Collateral and the Secured Parties may: (i) enter any premises where any Collateral may be located for the purpose of assembling or taking possession of and removing same and (ii) sell, assign, lease or otherwise dispose of the Collateral or any part thereof, either at public or private sale acceptable to the Collateral Agent, all at the sole option of the Secured Parties. Any Secured

Party may, in its discretion and as it may deem advisable, bid or become the purchaser at any such sale described in clause (ii) above, free from any right of redemption (which is hereby expressly waived by the Debtor). Until any such sale, the Secured Parties may store the Collateral on the premises where it is located when seized, and if said premises are the property of the Debtor, the Debtor agrees not to charge the Secured Parties for storage thereof for a period of ninety (90) days before or after sale or disposition of said Collateral. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold in a recognized market, the Secured Parties will give the Debtor reasonable notice of time and place of any public sale or the time after which any private sale or other intended disposition will be made. The requirement of reasonable notice shall be met if such notice is mailed to the Debtor at least five (5) days before the time of the sale or disposition.

(b) For the purpose of enabling the Secured Parties to exercise rights and remedies under this Article 5, at such time as the Secured Parties shall be entitled to exercise such rights and remedies, the Debtor hereby grants to the Secured Parties an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Debtor) to use, license and sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by the Debtor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Secured Parties shall be exercised, at the option of the Secured Parties, upon the occurrence and during the continuation of a Default; provided that any license, sub-license or other transaction entered into by the Secured Parties in accordance herewith shall be binding upon the Debtor notwithstanding any subsequent cure of a Default. Any royalties and other payments received by the Secured Parties shall be applied in accordance with this Article 5.

(c) The net cash proceeds resulting from the collection, liquidation, sale or other disposition of the Collateral shall be applied: first to the expenses (including all attorneys' fees) of preparing for sale, storing, processing, selling, collecting, and/or liquidating the Collateral and the like; second to the Secured Parties, for all amounts due under or in respect of the Settlement Agreement or this Agreement. The Debtor shall be liable to the Secured Parties and shall pay to the Secured Parties on demand any deficiency which may remain after such sale, disposition, collection or liquidation of Collateral, and the Secured Parties in turn agree to remit to the Debtor, or other such persons as their interests may appear, any surplus remaining after all such liabilities have been paid in full.

(d) Upon the request of the Secured Parties, after the occurrence of any Default, any proceeds of accounts, accounts receivable or inventory constituting Collateral received by the Debtor, whether in the form of cash, checks, notes or other instruments, shall be held in trust by the Debtor for the Secured Parties and the Debtor shall deliver said proceeds daily to the Secured Parties, without commingling, in the identical form received (properly endorsed or assigned where required to enable the Secured Parties to collect the same).

(e) To facilitate the exercise by the Secured Parties of the rights and remedies set forth in this section, the Debtor hereby irrevocably appoints each Secured Party, or any other person whom either Secured Party may designate, as attorney-in-fact for the Debtor, coupled

with an interest, at the Debtor's expense, to exercise all or any of the foregoing powers, and other powers incidental to the foregoing, all of which, being coupled with an interest, shall be irrevocable, shall continue until all obligations have been paid in full and shall be in addition to any other rights and remedies that the Secured Parties may have.

(f) In the event the Secured Parties seek to take possession of any or all Collateral by court process, Debtor hereby irrevocably waives any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession, and waives any demand for possession prior to the commencement of any suit or action to recover with respect thereto and waives the right to demand a jury in any action in which the Secured Parties are a party.

Section 5.2 Attorneys' Fees and Expenses. Upon any Default (and without limiting the provisions of Section 3.2), the Debtor shall promptly pay the reasonable attorneys' fees and the legal and other expenses of the Secured Parties incurred in pursuing, searching for, receiving, taking, keeping, storing, advertising and selling the Collateral.

Section 5.3 Other Rights. In addition to all rights and remedies herein, upon Default, the Secured Parties shall have such other rights and remedies as are set forth in the Uniform Commercial Code, as amended. Further, there is no obligation on part of either of the Secured Parties to marshal any liens.

ARTICLE VI MISCELLANEOUS

Section 6.1 **DEBTOR ACKNOWLEDGES THAT THIS AGREEMENT AND THE UNDERLYING TRANSACTIONS GIVING RISE HERETO CONSTITUTE COMMERCIAL BUSINESS TRANSACTIONS WITHIN THE STATE OF TEXAS AND THE STATE OF NEW YORK. IN THE EVENT OF ANY LEGAL ACTION BETWEEN DEBTOR AND THE SECURED PARTY HEREUNDER, DEBTOR HEREBY EXPRESSLY WAIVES ANY RIGHTS WITH REGARD TO NOTICE, PRIOR HEARING AND ANY OTHER RIGHTS IT MAY HAVE UNDER ANY STATUTE OR STATUTES, STATE OR FEDERAL, AFFECTING PREJUDGMENT REMEDIES, AND EACH SECURED PARTY MAY INVOKE ANY PREJUDGMENT REMEDY AVAILABLE TO IT, INCLUDING, BUT NOT LIMITED TO, GARNISHMENT, ATTACHMENT, FOREIGN ATTACHMENT AND REPLEVIN, WITH RESPECT TO ANY TANGIBLE OR INTANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OF DEBTOR TO ENFORCE THE PROVISIONS OF THIS AGREEMENT, WITHOUT GIVING DEBTOR ANY NOTICE OR OPPORTUNITY FOR A HEARING.**

Section 6.2 Additional Waivers. Demand, presentment, protest and notice of nonpayment are hereby waived by Debtor. Debtor also waives the benefit of all valuation, appraisal and exemption laws.

Section 6.3 Binding Effect. The terms, warranties and agreements herein contained shall bind, and inure to the benefit of, the respective parties hereto, and their respective legal representatives, successors and assigns.

Section 6.4 Assignment. Each Secured Party may assign without limitation its security interest in the Collateral.

Section 6.5 Amendment. This Agreement may not be altered or amended except by an agreement in writing signed by the Debtor and the Secured Parties.

Section 6.6 Term.

(a) This Agreement shall continue in full force and effect until all of the Debtor's obligations under the Settlement Agreement (and any reimbursement or payment obligations arising hereunder) have been irrevocably paid in full.

(b) No termination of this Agreement shall in any way affect or impair the rights and liabilities of the parties hereto relating to any transaction or events prior to such termination date, or to any Collateral in which any Secured Party has a security interest, and all agreements, warranties and representations of Debtor shall survive such termination.

Section 6.7 No Waiver. The failure of any Secured Party at any time or times hereafter to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained in this Agreement, or in any other agreement, instrument or document now or at any time or times hereafter executed by Debtor and delivered to the Secured Parties, shall not waive, affect or diminish any right of any Secured Party at any time or times hereafter to demand strict performance thenceforth, and such right shall not be deemed to have been waived by any act or knowledge of such Secured Party, its agents, officers or employees, unless such waiver is contained in an instrument in writing signed by an officer of such Secured Party and directed to Debtor specifying such waiver. No waiver by any Secured Party of any Default hereunder shall operate as a waiver of any other Default or the same Default on a future occasion.

Section 6.8 Choice of Law. The laws of the State of New York, without regard to the rules of such state governing conflicts of law, shall govern the rights and duties of the parties herein contained.

Section 6.9 Jurisdiction and Venue. The parties agree that the United States District Court for the Southern District of New York shall maintain and shall have exclusive jurisdiction to adjudicate any disputes that may arise in connection with this Agreement. If the case cannot be brought or maintained in the United States District Court for the Southern District of New York for subject matter jurisdiction reasons, the Parties agree that the state court of the State of New York in the City of New York, New York County shall retain exclusive jurisdiction to adjudicate any such disputes. The Parties hereby stipulate to the personal jurisdiction of the courts as identified above for any such disputes upon proper service of process.

Section 6.10 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract.

*** Signature Page Follows***

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day and year first above written.

PREMIER CONCEPTS, INC. D/B/A
IMPOSTORS, D/B/A ELEGANT
PRETENDERS

By _____
Name:
Title:

YURMAN DESIGN, INC.

By David Yurman
Name: DAVID YURMAN
Title: C.E.O.

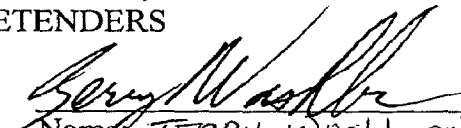
YURMAN STUDIO, INC.

By David Yurman
Name: DAVID YURMAN
Title: C.E.O.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day and year first above written.

PREMIER CONCEPTS, INC. D/B/A
IMPOSTORS, D/B/A ELEGANT
PRETENDERS

By



Name: TERRY WASHBURN

Title: PRESIDENT

YURMAN DESIGN, INC.

By

Name:

Title:

YURMAN STUDIO, INC.

By

Name:

Title:

SCHEDULE A

(a) All goods of the Debtor, including, without limitation, machinery, equipment, furniture, furnishings, fixtures, tools, supplies and motor vehicles of every kind and description now or hereafter owned by the Debtor or in which the Debtor may have or may hereafter acquire any interest, together with all customer lists and records of the business and all improvements thereto, and also including assets consisting of leasehold interests or other contract rights.

(b) All inventory of the Debtor, including, but not limited to, all merchandise, raw material, parts, supplies, work in process, finished products intended for sale or lease, of every kind and description now or hereafter owned by and in the custody of or possession, actual or constructive, of the Debtor, including such inventory as is temporarily out of the Debtor's possession or other proceeds, including insurance proceeds, resulting from other things, but not limited to, raw materials and finished products and including all other classes of merchandise, materials, parts, supplies, work in process, inventories and finished products intended for sale or lease by the Debtor including inventory temporarily removed from its customary location.

(c) All contract rights and general intangibles of the Debtor, including without limitation, goodwill, trademarks, trade styles, trade names, patents, patent applications and deposit accounts.

(d) All present and future accounts, accounts receivable and other receivables and all books and records relating thereto.

(e) All documents, instruments, investment property and chattel paper.

(f) All intellectual and similar property of the Debtor of every kind and nature now owned or hereafter acquired by the Debtor, including, without limitation, inventions, designs, patents, copyrightable works and copyrights (registered, applied for and unregistered), licenses, trademarks and service marks (registered, applied for and unregistered), trade names, trade dress, logos, company names, trade secrets, confidential or proprietary technical and business information, domain names, web-sites, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable in connection with any of the foregoing, including, without limitation, damages and payments for past and future infringements thereof. Included, but not limited to, is a list of all registered, applied for, and unregistered patent, trademarks and copyrights:

<u>Trademark</u>	<u>Class</u>	<u>Registration Nos.</u>	<u>Registration Date</u>
Elegant Pretenders	14	1,682,847	April 14, 1992
Imposters	42	1,578,381	January 16, 1990
Joli Joli & Design	35	2,632,265	October 8, 2002

(g) All of the foregoing types or items of property referred to in (a) through (f) above (the "Collateral") shall include Collateral acquired or created by the Debtor at any time hereafter, wherever located, and the products and proceeds of the Collateral and any replacements, additions, accessions, or substitutions of the Collateral, after acquired property, and the accounts or proceeds arising from the sale or disposition of any inventory of the Debtor including any returns thereof; including, where applicable, the proceeds of insurance covering the Collateral.