07-07-2003

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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TRADEMARKS ONLY

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

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
Frederick Goldman, Inc. 7.3.03

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State New York
☐ Other _____

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

2. Name and address of receiving party(ies)
Name: Fleet Precious Metals Inc., as Internal Agent
Address: _____
Street Address: 111 Westminster Street
City: Providence State: RI Zip: 02903
☐ 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

3. Nature of conveyance:
☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____
Execution Date: June 10, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2144111
Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Patricia J. Igoe, Esq.
Internal Address: c/o Nixon Peabody LLP
Street Address: One Citizens Plaza
City: Providence State: RI Zip: 02903

6. Total number of applications and registrations involved: 53

7. Total fee (37 CFR 3.41).....$1,340.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:
_____
(Attach duplicate copy of this page if paying by deposit account)

07/03/2003 DBYRNE 00000017 2144111
01 FC:8521 40.00 OP
02 FC:8522 1300.00 OP

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.

Patricia J. Igoe
Name of Person Signing

Signature

6/27/03
Date

Total number of pages including cover sheet, attachments, and document: 10

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

SCHEDULE A
FREDERICK GOLDMAN, INC.

TRADE NAMES

BFH	75/448 460
B.F. HIRSCH*	
B IN BELL DESIGN	1,505,791
CELEBRATION TREASURES	2,537,275
CHAPELFIELDS	2,375,729
CHERISH	(76/485, 181)
CHERISH	75/760 427
CHERISH ALWAYS	(76/505, 506)
CINDERELLA & DESIGN	251,816
COLUMBIA (Stylized)	661,909
CRAFTSMITH DIAMONDS INTERNATIONAL*	
D IN A CIRCLE AND DESIGN	2,219,065
DC (Stylized)	2,475,829
DIANA (Stylized)	231,686
DIANA	75/436 384
DIANA CLASSIC	(76/146, 335)
ETERNALLY YOURS	71/609,209
EXCLUSIVELY YOURS	4/645 109
FG (Stylized Letters)	1,125,345
FG (Stylized Letters)	1,378,040
FG CRAFTSMITH*	
FIRST LOVE. THEN GOLDMAN.	(76/426, 747)
MISCELLANEOUS DESIGN (FRAME DESIGN)	742, 371
GENTLE TOUCH	2,156,649
GEMHK	2,626,057
GOLDMAN	1,351,611
GOLDMAN CANADA	677, 688
IGM*	
INTERNATIONAL GOLD METALS*	
LATTICE	75/224 863
LD (Stylized)	2,219,077
LD	75/458 117; 75/473 462
LION DESIGN	214,412
LOHENGRIN	501,224

SCHEDULE A
FREDERICK GOLDMAN, INC.

TRADE NAMES (Cont'd)

LOHENGRIN	214,411
LOHENGRIN	621,276
"LOVE ALWAYS ..." (Stylized)	2,667,787
LOVE ALWAYS	75/614 491
LOVE SPELL	1,706,591
ONLY A KEEPSAKE SAYS LOVE ALWAYS	75/614 491
ORBIT DESIGN STUDIO	2,065,842
THE FIFTH C – CONFIDENCE	2,412,863
TRILOGY (Stylized Letters)	2,000,391
TRITON	2,504,103
24 DOOR TO DOOR & Design	2,100,265
CANADA	809, 475
TRIANGLE DESIGN	
CANADA	809, 477
TRILOGY	74/626 464
ULTIMATE PLATINUM	2,381,923
ULTIMATELY PLATINUM	2,395,051

*Common Law

REAFFIRMATION OF, AND SECOND AMENDMENT TO, COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES

THIS **REAFFIRMATION OF, AND SECOND AMENDMENT TO, COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES** is made as of the 10th day of June, 2003, by **FREDERICK GOLDMAN, INC.**, a New York corporation (the "**Assignor**"); and **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation ("**FPM**" or "**Agent**"), in its capacity as agent for itself and **FLEET NATIONAL BANK**, a national banking association ("**FNB**"; and together with FPM, "**Fleet**"); **ABN AMRO BANK N.V., NEW YORK BRANCH** ("**ABN**"); **HSBC BANK USA**, a New York state banking institution ("**HSBC**"); and **SOVEREIGN BANK**, a federal savings bank ("**SB**"); and **SOVEREIGN PRECIOUS METALS, LLC**, a Pennsylvania limited liability company and successor in interest to SB with respect to precious metal consignments ("**SPM**", and together with SB, "**Sovereign**") (collectively, Fleet, ABN, HSBC and Sovereign are hereinafter sometimes referred to as the "**Lenders**" and individually as a "**Lender**") (in such capacity as Agent, FPM is hereinafter sometimes referred to as the "**Agent**").

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

WHEREAS, the Assignor executed and delivered a Collateral Assignment of Trademarks and Tradenames dated as of April 13, 2000 in favor of the Agent for the benefit of the Lenders and another financial institution, as amended and reaffirmed from time to time (as amended and reaffirmed, the "Collateral Assignment of Trademarks and Tradenames") whereby the Assignor granted a security interest in all of its assets to secure all obligations, liabilities and indebtedness of the Assignor to the Lenders pursuant to that certain Loan and Consignment Agreement dated April 13, 2000, as amended from time to time, between the Assignor, the Agent, the Lenders and another financial institution (as amended from time to time, the "2000 Loan and Consignment Agreement"); and

WHEREAS, the Assignor, the Lenders and the Agent have extended the term of the credit facilities provided to the Assignor and redocumented the 2000 Loan and Consignment Agreement and it is a condition of such extension and redocumentation that the Assignor amend the Collateral Assignment of Trademarks and Tradenames to ensure that it continues to secure the obligations, liabilities and indebtedness of the Assignor to the Lenders under the 2000 Loan and Consignment Agreement, as amended and restated.

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

1. All capitalized terms used herein without definition shall have the meanings assigned by the Collateral Assignment of Trademarks and Tradenames.

2. Effective the date hereof, Paragraph 2 of the Collateral Assignment of Trademarks and Tradenames, which contains a definition of "Obligations", is amended in its entirety to read as follows:

"2. Obligations. "Obligations" means all obligations, liabilities and indebtedness due and to become due from the Assignor to the Agent or any of the Lenders, and each of them, at any time and from time to time from the date hereof, of every kind and description, whether now existing or hereafter incurred, including future advances, whether direct, indirect or contingent, whether otherwise guaranteed or secured, and whether on open account or evidenced by a note, draft, check or other agreement, instrument or document, which obligations, liabilities and indebtedness are evidenced by or incurred pursuant to:

(a) that certain Amended and Restated Secured Promissory Note of the Assignor dated June 10, 2003 issued to FPM in the maximum principal amount of Eleven Million Three Hundred Seventy-Five Thousand Dollars ($11,375,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "FPM Revolver Note");

(b) that certain Amended and Restated Secured Promissory Note of the Assignor dated June 10, 2003 issued to ABN in the maximum principal amount of Seven Million Eight Hundred Seventy-Five Thousand Dollars ($7,875,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "ABN Revolver Note");

(c) that certain Amended and Restated Secured Promissory Note of the Assignor dated June 10, 2003 issued to HSBC in the maximum principal amount of Seven Million Eight Hundred Seventy-Five Thousand Dollars ($7,875,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "HSBC Revolver Note");

(d) that certain Amended and Restated Secured Promissory Note of the Assignor dated June 10, 2003 issued to SB in the maximum principal amount of Seven Million Eight Hundred Seventy-Five Thousand Dollars ($7,875,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "Sovereign Revolver Note");

(e) that certain Amended and Restated Secured Promissory Note of the Assignor dated June 10, 2003 issued to FPM in the maximum principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document

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or agreement which may hereafter be substituted therefor, the "Dollar Swing Line Note");

(f) interest rate swap, cap or collar agreements, interest rate future or option contracts, documented pursuant to a Master Agreement (Multicurrency-Cross Border) published by the International Swap and Derivatives Association, Inc. between the Assignor and any of the Lenders (the "Hedge Agreements") entered into in accordance with the terms of the Loan and Consignment Agreement (as hereinafter defined);

(g) forward contracts between the Assignor and FPM for the forward purchase of precious metal (the "Forward Contracts") entered into in accordance with the terms of the Loan and Consignment Agreement; and

(h) all the obligations of the Assignor contained herein and in that certain Amended and Restated Loan and Consignment Agreement dated June 10, 2003 by and among the Assignor, the Lenders and FPM, as agent for the Lenders (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "Loan and Consignment Agreement", and, together with the Revolving Notes, the Dollar Swing Line Note, the Hedge Agreements, and the Forward Contracts, the "Financing Agreements")."

3. The Assignor hereby reaffirms and ratifies the Collateral Assignment of Trademarks and Tradenames, which shall in all respects remain in full force and effect and the security interests granted therein shall continue to secure all indebtedness of the Assignor to the Lenders pursuant to the Obligations, as defined herein.

4. Exhibits A and B to the Collateral Assignment of Trademarks and Tradenames are hereby amended and restated in their entirety by Schedules A and B attached hereto and made a part hereof.

5. The Assignor reaffirms and restates and incorporates herein by reference, as of the date hereof, all of the representations and warranties made by the Assignor in the Collateral Assignment of Trademarks and Tradenames, except to the extent altered by actions permitted pursuant to the terms hereof or expressly contemplated pursuant to the terms hereof or to the extent the Agent has been advised in writing of any inaccuracy with respect to such representations or warranties and has waived the same in writing.

6. On the date hereof, the obligations of the Assignor to JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), a New York state banking institution ("JPMorgan Chase") under the 2000 Loan and Consignment Agreement are being paid in full and JPMorgan Chase is not a party to the redocumented Loan and Consignment Agreement. Therefore, effective the date hereof, JPMorgan Chase shall no longer be entitled to any of the benefits of the Collateral Assignment of Trademarks and Tradenames and all references in the

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Collateral Assignment of Trademarks and Tradenames to the "Lenders" shall no longer include JPMorgan Chase and shall instead refer to the Lenders as defined in this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames.

7. Effective the date hereof, (a) all references in the Collateral Assignment of Trademarks and Tradenames to the "Loan and Consignment Agreement" shall refer to the Loan and Consignment Agreement as defined in this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames; (b) all references in the Collateral Assignment of Trademarks and Tradenames to the "Revolving Notes" shall refer to the Revolving Notes as defined in this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames; (c) all references in the Collateral Assignment of Trademarks and Tradenames to the "Swing Line Note" shall refer to the Swing Line Note as defined in this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames; and (d) all references to the Term Notes shall be deleted.

8. Any necessary, conforming changes to the Collateral Assignment of Trademarks and Tradenames occasioned by reason of this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames shall be deemed to have been made.

9. This Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames shall be binding upon the parties and their respective successors and assigns.

10. The Assignor and each Lender acknowledge and agree that, except as expressly provided herein, the terms and provisions of the Collateral Assignment of Trademarks and Tradenames remain unchanged and the Collateral Assignment of Trademarks and Tradenames remains in full force and effect in accordance with its terms. The term "Collateral Assignment of Trademarks and Tradenames" as used in the Collateral Assignment of Trademarks and Tradenames and all references to the Collateral Assignment of Trademarks and Tradenames in any other documents or agreements by and between any of the parties hereto which relate to the Assignor shall refer, from and after the date hereof, to the Collateral Assignment of Trademarks and Tradenames, as amended and reaffirmed by this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames

11. This Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames 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.

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IN WITNESS WHEREOF, the parties hereto have caused this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames to be executed as of the date first above written

WITNESS:

FREDERICK GOLDMAN, INC.

By:
Richard M. Goldman
Title: President

FLEET PRECIOUS METALS INC., as Agent

By:
Richard Seufert
Title: Senior Vice President

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SCHEDULE B
LICENSED MARKS

TRADEMARKS(cont'd)

KEEPSAKE (Style/underline)	917,169
KEEPSAKE (Block letters)	1,799,274
KEEPSAKE (With tail)	277,153
KEEPSAKE & DESIGN	1,892,645
K AND DESIGN	2,063,574
WHITE FIRE	1,220,792
MIDNIGHT STAR	755,467
KPS	1,356,522
KEEPSAKE (BLOCK LETTERS)	App. Filed

Other Marks

FOREIGN TRADEMARKS

KEEPSAKE	9,921
STARFIRE	4,815
KEEPSAKE	5,893
KEEPSAKE	284,006
KEEPSAKE	44/11, 868
STARLITE	004334
KEEPSAKE	2,206,366
KEEPSAKE	14,805
KEEPSAKE	12,163
KEEPSAKE	25,576

SCHEDULE B
LICENSED MARKS

OTHER TRADEMARKS	REGISTRATION NO.
ARTCARVED – US	REG. #764,668
ARTCARVED – CANADA	REG. # 51,076
ARTCARVED – COSTA RICA	REG. # 98,648
ARTCARVED – EL SALVADOR (PENDING)	SER. #3610/96
ARTCARVED – GUATEMALA (PENDING)	SER. #96-5440
ARTCARVED – MEXICO	REG. #383,987
ARTCARVED – PANAMA (PENDING)	SER. #081-264
ARTCARVED CANADA	REG. #219,298

TERRITORY

1. The United States of America
2. Canada
3. The Bahamas
4. The Caribbean Islands
5. Costa Rica
6. El Salvador
7. Panama
8. Guatemala