

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coleman Company		03/16/2004	CORPORATION: SOUTH DAKOTA

RECEIVING PARTY DATA	
Name:	PNC Bank, National Association
Street Address:	2121 San Jacinto, Suite 1850
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Association:

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	2735532	STONEFORM JEWELRY COLLECTION
Registration Number:	2227698	AMERICAN HERITAGE BLACK HILLS GOLD JEWELRY
Registration Number:	1900576	ORIGINAL DAKOTA GOLD BLACK HILLS GOLD JEWELRY
Registration Number:	1882924	DAKOTA ROSE
Registration Number:	1613751	C.CO
Serial Number:	76217114	BLACK HILLS GOLD

CORRESPONDENCE DATA	
Fax Number:	(303)863-0223
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3038639700
Email:	dhcardwell@sheridanross.com
Correspondent Name:	Dana Lynn Hartje Cardwell
Address Line 1:	1560 Broadway, Suite 1200
Address Line 4:	Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	3747PNC-1
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CH \$165.00 2735532

NAME OF SUBMITTER:

Dana Lynn Hartje Cardwell

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement ("Agreement") is executed by and between Coleman Company ("Debtor"), whose address is 5125 Highway 16 South, Rapid City, South Dakota 57701, and PNC Bank, National Association ("Agent"), whose address is 2121 San Jacinto, Suite 1850, Dallas, Texas 75201, as agent for itself and the other lenders (collectively "Lender") described in the Revolving Credit, Term Loan and Security Agreement among Debtor, Black Hills Gold Factory Outlet Stores, Inc., Black Hills Gold Factory Outlet Store-California, Inc., and Lender dated as March 29, 2004 and any amendments, extensions, modifications, replacements and substitutions thereto (collectively "Loan Agreement") for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as of March 29, 2004.

RECITALS

A. Debtor and/or various affiliated entities (collectively "Affiliates") including but not limited to, Black Hills Gold Factory Outlet Stores, Inc. and Black Hills Gold Factory Outlet Store-California, Inc., wish to obtain loans, letters of credit, and/or other financial accommodations from Lender.

B. Debtor will receive a direct benefit from such loans, letters of credit, and/or other financial accommodations and deems its best interests to be served by entering into, guarantying, securing, or otherwise becoming liable for such loans, letters of credit, and/or other financial accommodations with Lender.

C. Lender is unwilling to provide Debtor and its Affiliates with the foregoing loans, letters of credit and/or other financial accommodations unless Debtor agrees to abide by the terms and conditions set forth in this Agreement.

AGREEMENTS

1. **Grant of Security Interest.** Debtor hereby assigns for security purposes and grants to Lender a security interest in all of the following property (collectively "Collateral") whether now or hereafter owned by Debtor and wheresoever located:

(a) All patents, patents pending, and patent applications belonging to Debtor including, but not limited to, the patents, patents pending, and patent applications described in **Exhibit A** attached hereto and incorporated herein by this reference, together with all of the inventions and improvements described in any of the foregoing,

(b) All trademarks, tradenames and service marks and trademark, tradename and service mark applications and registrations belonging to Debtor including, but not limited to, the trademarks, tradenames, service marks, and trademark, tradename and

service mark applications and registrations described in **Exhibit B** attached hereto and incorporated herein by this reference;

(c) All continuations, divisions, extensions, reissues, and renewals of any of the foregoing;

(d) All present and future elements of package or trade dress goods belonging to Debtor;

(e) All present and future goodwill belonging to Debtor and connected with or symbolized by any of the foregoing;

(f) All present and future licenses belonging to Debtor and pertaining to any of the foregoing;

(g) All amendments, modifications, replacements and substitutions to any of the foregoing;

(h) All royalties, infringement damages, and other monies or things of value owing to Debtor with respect to any of the foregoing;

(i) All proceeds and products of and books and records pertaining to the foregoing personal property.

2. **Obligations Secured by Collateral.** The Collateral shall secure the payment and performance of the following indebtedness, liabilities and other obligations (collectively "Obligations"):

(a) All of Debtor's and/or any of its Affiliates' present and future, joint and/or several indebtedness, liabilities and obligations to Lender under the following loan documents (collectively "Loan Documents"):

(i) the Loan Agreement;

(ii) this Agreement;

(iii) All other present and future agreements between Debtor and/or any of its Affiliates and Lender of any kind; and

(iv) All amendments, modifications, replacements, and substitutions to any of the foregoing; and

(b) the payment and performance of all other present and future indebtedness, liabilities and obligations (primary and secondary, direct and contingent, joint and/or several) of Debtor and/or any of its Affiliates to Lender of any kind.

3. **Representations and Warranties.** Debtor hereby represents and warrants to and covenants with Lender that that:

(a) Debtor is and shall be the sole and exclusive owner of the Collateral free and clear of all liens, charges, encumbrances, setoffs, defenses and counterclaims of whatsoever kind or nature (except for the security interests granted to Lender or constituting Permitted Encumbrances under the Loan Agreement);

(b) Except for the foregoing security interests, Debtor has not made and shall not make any assignment, license, pledge, mortgage, hypothecation or transfer of the Collateral or the proceeds thereof without the prior written consent of Lender;

(c) this Agreement does not and shall not contravene any statute, ordinance, administrative rule, contract, or other agreement binding on Debtor including, but not limited to, any license agreement pertaining to the Collateral;

(d) there are and shall not be any no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral that, if determined adversely to Debtor, would result in a material obligation or liability of Debtor; and

(e) no Collateral has been or shall be adjudged invalid or unenforceable by a court of competent jurisdiction; and

(f) no Collateral has been or shall be cancelled, in whole or in part, without the prior written consent of Lender.

4. **Additional Collateral.** Debtor represents and warrants that, based on a diligent investigation by Debtor, the patents, patents pending, patent applications, trademarks, trademarks pending, and trademark applications described in **Exhibits A and B** constitute all of the patents, patents pending, patent applications, trademarks, trademarks pending, and trademark applications owned by Debtor and registered with the United States Patent and Trademark Office as of the date of this Agreement. If Debtor becomes the owner of any additional patents, patents pending, patent applications, trademarks and service marks, trademarks and service marks pending, or trademark and service mark applications prior to the complete and indefeasible payment and performance of the Obligations and the termination of the Loan Agreement and other Loan Documents, Debtor shall: (i) provide Lender with written notice of such additional Collateral; and (ii) execute and deliver to Lender all additional documents and take all additional actions necessary to provide Lender with a valid, enforceable and first priority security interest in such additional Collateral (including, but not limited to, any amendments, modifications, replacements or substitutions to this Agreement). Debtor hereby authorizes and appoints Lender as its attorney in fact to execute any documents and take any actions required to be taken by Debtor under this Section. Such power of attorney is coupled with an interest and shall be irrevocable.

5. **Use and Ownership Prior to Default.** Debtor shall use the Collateral only in the ordinary course of its business. Debtor shall defend its title to the Collateral free and clear of all liens, charges, encumbrances, setoffs, defenses and counterclaims of every kind or nature (except for the security interests constituting Permitted Encumbrances under the Loan Agreement and the security interests granted to Lender) against all present and future contradictory claims. Debtor shall not assign, sell, transfer or otherwise encumber the Collateral without the prior written consent of Lender. Debtor shall not license the Collateral except in good faith and in the ordinary course of business and so long as such license is capable of being assigned to Lender without any adverse effect of any kind. Debtor shall take any action needed to maintain the full value of the Collateral in a timely manner. Lender is hereby appointed as Debtor's agent to take any action necessary to maintain the full value of the Collateral upon the occurrence and during the continuance of an event of default described in this Agreement, including, but not limited to, filing affidavits of continued use and renewing the patents, patents pending, patent applications, trademarks and service marks, trademarks and service marks pending, and trademark and service mark applications contained in the Collateral. Debtor shall reimburse Lender for all sums expended to maintain the Collateral together with interest thereon at the lesser of (a) the highest rate described in the Loan Documents or (b) the highest rate permitted by law. Notwithstanding the foregoing, Lender shall not be required to maintain the Collateral and does not assume any other obligation or liability pertaining to the Collateral.

6. **Events of Default.** Debtor shall be in default of the obligations described in this Agreement in the event that: (a) Debtor or any Affiliate defaults on the payment or performance of one or more Obligations to Lender under this Agreement; or (b) an event of default occurs under the Loan Agreement, any other Loan Document, or any other present or future document, instrument or agreement between Debtor and/or any Affiliate and Lender.

7. **Remedies on Default.** If there is a default under this Agreement, Lender shall be entitled to exercise one or more of the following remedies without presentment, dishonor, notice or demand of any kind (all of which are hereby waived by Debtor):

- (a) to declare the Obligations immediately due and payable in full;
- (b) to collect the outstanding Obligations with or without resorting to judicial process;
- (c) to sell, license or otherwise dispose of any Collateral and collect any deficiency balance with or without resorting to legal process;
- (d) to set-off the Obligations against any amounts owing by Lender to Debtor and/or any Affiliate including, but not limited to, monies and instruments maintained with Lender; and
- (e) to exercise all other rights available to Lender under any other present or future document, instrument or agreement between Debtor and Lender or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order.

Without limiting any of Debtor's obligations or Lender's rights under this Agreement or any of the other Loan Documents, Debtor shall provide Lender upon Lender's request from time to time with updated versions of this Agreement which describe all of the Collateral applied for and registered with the U.S. Patent and Trademark Office. In addition, Debtor shall provide Lender upon Lender's request from time to time with absolute assignments of the Collateral. Such assignments shall be in form and substance reasonably acceptable to Lender in its discretion acting in good faith. Debtor hereby appoints Lender as its attorney-in-fact to insert the name and address of the assignee and any other information required by the U.S. Patent and Trademark Office and file the assignments with that governmental authority but only upon the occurrence of an event of default under this Agreement and the foreclosure of Lender's security interest in the Collateral under applicable law. This power of attorney is coupled with an interest and is irrevocable in nature.

8. **Indemnity.** Lender shall not assume or be responsible for the performance of any of Debtor's obligations with respect to the Collateral under any circumstances. Debtor shall immediately provide Lender with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (collectively "Claims") pertaining to its business operations or the Collateral.

9. **Further Assurances.** Debtor shall take all actions and execute and file all documents necessary or reasonably requested by Lender to carry out the intent and purposes of this Agreement. Without limiting the foregoing, Debtor shall execute and file such financing statements and other documents in any location that Lender, acting in good faith, may deem necessary or appropriate to perfect and preserve Lender's security interest in the Collateral and appoints Lender as Debtor's attorney-in-fact to execute and file the aforementioned documents. This power of attorney is coupled with an interest and is irrevocable in nature.

10. **Termination.** This Agreement and Lender's security interest in the Collateral shall terminate upon the elimination of Lender's obligations to lend any additional monies to Debtor and/or any Affiliate and the irrevocable payment and performance in full of the Obligations secured by this Agreement.

11. **Modification and Waiver.** No provision of this Agreement may be waived or modified except in a writing signed by the parties hereto. Lender may perform any of Debtor's obligations or delay or fail to exercise any of its rights under this Agreement without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Debtor's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any person or entity besides Debtor or any of its rights against any person or entity besides Debtor, any Collateral, or any other property of any kind.

12. **Successors and Assigns.** Debtor shall not be entitled to assign, convey, sell or transfer to any person or entity any of its rights or obligations described in this Agreement without obtaining Lender's prior written consent. This Agreement shall be binding upon and

inure to the benefit of Debtor and Lender and their respective permitted successors, assigns, trustees and receivers.

13. **Attorney's Fees.** Lender shall be entitled to recover and shall be awarded its attorneys' fees, expenses and costs (incurred before trial, at trial and on appeal) in connection with the enforcement of Lender's rights and remedies under this Agreement.

14. **Construction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to principles of conflict of laws.

15. **Headings.** The several captions to different sections of this Agreement are inserted for convenience only and shall be ignored in interpreting the provisions hereof.

16. **Singular, Plural and Gender References; Grammatical Corrections.** Singular references shall include plural references, plural references shall include singular references, references to one gender shall include references to other genders, and all other necessary grammatical modifications shall be deemed to have been made to the extent necessary to conform this Agreement to the intent of the parties.

17. **Confirmation of Accuracy.** Debtor declares under the penalties of perjury that it has examined the statements contained in this Agreement and, to the best of Debtor's knowledge and belief, such statements are true, correct and complete in all respects.

18. **Jurisdiction and Venue.** Debtor consents to the jurisdiction and venue of any federal or state court located in the City and County of Denver, State of Colorado, with respect to any litigation pertaining to the negotiation, execution, interpretation, or enforcement of any right or obligation under this Agreement.

19. **WAIVER OF JURY TRIAL. IT IS MUTUALLY AGREED BY AND BETWEEN DEBTOR AND LENDER THAT THE RESPECTIVE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE LOAN AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS RELATED THERETO.**

DEBTOR:


COLEMAN COMPANY

[Seal]

By: *Dwight A. Sobczak*
Name: Dwight A. Sobczak, Sr.
Title: President

LENDER:

PNC BANK, NATIONAL ASSOCIATION
AS AGENT FOR ITSELF AND THE
OTHER LENDERS DESCRIBED IN THE
LOAN AGREEMENT

By: 
Name: A.M. Corneen
Title: V.P.

STATE OF SD)
) ss.
COUNTY OF PENNINGTON)

The foregoing instrument was acknowledged before me this 16 day of March, 2004 by Dwight A. Sobczak, Sr. as President of Coleman Company, a South Dakota corporation, on behalf of such corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: March 20, 2005

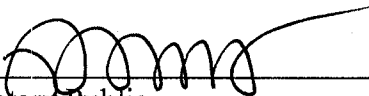

Notary Public

EXHIBIT A

Patent No.	Patent	Issue Date	Expiration Date
4,781,049	Apparatus for creating florentine pattern on gold strip	11/1/1988	11/1/2005
4,868,961	Apparatus for Engraving Vein Cuts	9/26/1989	1/20/2007
4,785,647	Method and Apparatus for Sizing Rings	11/22/1988	11/22/2005
5,131,243	Adjustable Finger Ring	7/21/1992	7/21/2009
D355,104	Ornamental design for a jewelry finding	4/27/1993	4/24/2007
339,762	Ornamental design for a jewelry finding	9/28/1993	4/25/2007
D335,264	Ornamental design for a jewelry finding	5/4/1993	5/1/2007
D335,471	Ornamental design for a jewelry finding	5/11/1993	5/8/2007
D368,672	Ornamental design for a jewelry bale	4/9/1996	4/9/2010
D368,870	Ornamental design for a jewelry connecting link	4/16/1996	4/16/2010

EXHIBIT B

Trademark or Tradename No.	Trademark or Tradename	Application Date	Date Registered
2,735,532	Stoneform Jewelry Collection	4/8/2002	7/8/2003
1,900,576	Original Dakota Gold Black Hills Gold Jewelry	1994	6/20/1995
1,882,924	Dakota Rose	5/7/1994	3/7/1995
2,227,698	Black Hills Gold (and Design)	10/12/1993	
1,613,751	C. CO	12/26/1989	9/18/1990
76/217,114	Black Hills Gold & Design	10/9/1997	3/2/1999