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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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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):

FLEET PRECIOUS METALS INC. & FLEET NATIONAL BANK

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State - R I
- [ ] Other

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

2. Name and address of receiving party(ies)

Name: SANDBERG & SIKORSKI CORPORATION

Internal Address:

Street Address: 37 WEST 26 STREET

City: NEW YORK State: NY Zip: 10010

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] 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:

- [x] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: January 1, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,559,760, 1,801,525 and others

Additional number(s) attached [x] Yes [ ] No

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

Name: ANNA ERENBURG

Internal Address:

Street Address: GOTTLIEB, RACKMAN & REISMAN
270 MADISON AVENUE

City: NEW YORK State: NY Zip: 10016

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....$ 340.00

- [ ] Enclosed
- [x] Authorized to be charged to deposit account

8. Deposit account number:

07-1730 GOTTLIEB, RACKMAN & REISMAN P.C.

DO NOT USE THIS SPACE

9. Signature.

ANNA ERENBURG — Name of Person Signing

Signature

JUNE 17, 2004 — Date

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

CH $340.00 071730 1559760

700092320

EXHIBIT A TO ASSIGNMENT AGREEMENT

MARK	REG. NO.	REG. DATE
EMBRACEABLES	1,559,760	October 10, 1989
A MOTHER'S HEART	1,801,525	October 26, 1993
BEAUTIFUL BEGINNINGS	1,727,441	October 27, 1992
THE BRIDE AND GROOM COLLECTION	1,829,353	April 5, 1994
CONTOUR COLLECTION	1,842,883	July 5, 1994
S & S	1,411,245	September 30, 1986
A. JAFFE	1,858,530	October 18, 1994
S S Design	1,889,803	April 18, 1995
FAMILY HEART	2,242,058	April 27, 1999
BRIDAL WORKS	2,207,195	December 1, 1998
CUSHION FIT	2,219,615	January 19, 1999
LOVE PEACE	2,255,996	June 22, 1999
A PERFECT CUT	2,643,119	October 29, 2002

ASSIGNMENT AGREEMENT

This Assignment Agreement is made effective as of January 1, 1998 (the "Effective Date"), by and among FLEET PRECIOUS METALS INC., a Rhode Island corporation ("FPM") and FLEET NATIONAL BANK, a national banking association (the "Bank"), both with offices at 111 Westminster Street, Providence, Rhode Island 02903 (FPM and the Bank may be hereinafter referred to, individually as a "Lender" and jointly as "Lenders"), and SANDBERG & SIKORSKI CORPORATION, a New York corporation with its principal address at 37 West 26th Street, New York, New York 10010 ("Borrower").

WHEREAS, Borrower and Lenders are parties to a certain Collateral Assignment of Trademarks and Tradenames Agreement ("Collateral Assignment Agreement") made as of December 30, 1997, pursuant to which Borrower assigned its trademarks, trademark applications, servicemarks, and tradenames, including but not limited to marks specified in Exhibit A attached hereto, and goodwill associated therewith (all of the foregoing collectively referred to as "Intellectual Property") to Lenders in return for Lenders making certain loans to Borrower under various agreements referred to therein; and

WHEREAS, Lenders desire to terminate the Collateral Assignment Agreement and any and all liens, charges, security interests or encumbrances in or placed on Borrower's Intellectual Property, such termination conditional upon Borrower and Lenders executing simultaneously herewith a Collateral Security Agreement concerning the Intellectual Property.

NOW, THEREFORE, in consideration of the promises and agreements herein and Borrower's execution simultaneously herewith of a Collateral Security Agreement granting to Lenders a security interest in the Intellectual Property, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lenders hereby agree as follows:

1. Borrower hereby warrants and covenants that, simultaneously with Lenders' execution of this Assignment Agreement, Borrower will execute, as a separate document, a Collateral Security Agreement granting to Lenders a security interest in the Intellectual Property under terms and conditions specified in the said Collateral Security Agreement.

2. Lenders hereby terminate the Collateral Assignment Agreement and any and all liens, charges, security interests or encumbrances in or placed on the Intellectual Property by Lenders, including but not limited to the trademarks, servicemarks, and tradenames listed in Schedule A attached hereto, arising under the said Collateral Assignment Agreement.

3. Lenders, jointly and severally, hereby assign, convey, cede and transfer to Borrower any and all of their right, title and interest in and to the said Intellectual Property without any further action on the part of Borrower or

Lenders. Notwithstanding the foregoing, Lenders will, at Borrower's request, execute such additional documents and other writings, and take such other actions as Borrower may reasonably request to effect or evidence the assignment, conveyance and transfer to Borrower of the Intellectual Property.

4. Lenders represent and warrant to Borrower that the execution, delivery and performance of this Assignment Agreement by them does not and will not conflict with any agreement, instrument or understanding, oral or written, to which Lenders are parties or by which Lenders may be bound, nor violate any laws, rules or regulations of any court, governmental body or administrative or other agency having authority over Lenders.

5. Lenders represent and warrant to Borrower that Lenders have the full and exclusive right and power to terminate and release the Collateral Assignment Agreement and Intellectual Property, and to assign, convey, cede and transfer to Borrower any and all right, title and interest which Lenders have, had, or may have acquired in or with respect to the Intellectual Property.

6. Lenders represent and warrant to Borrower that Lenders have not assigned or otherwise transferred to any third party – or granted any license right to or otherwise divested itself of any right or interest in or to – any of Lenders' right, title or interest in and to the Collateral Assignment Agreement or the Intellectual Property, including any agreement to transfer any such right, title or interest in the future.

7. Borrower shall not, by virtue of this Assignment Agreement, assume or become responsible for any liabilities or obligations of Lenders, any of Lenders' predecessors in interest or any other third party.

8. All representations and warranties of Lender and all covenants, agreements, undertakings and indemnities shall survive the Effective Date hereof.

9. This Assignment Agreement shall be binding on Lenders and their respective successors and assigns, and shall inure to the benefit of Borrower and its respective successors and assigns.

10. The validity and interpretation of this Assignment Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Rhode Island.

IN WITNESS WHEREOF, Lenders and Borrower have caused this Assignment Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

FLEET NATIONAL BANK

By: Steven R. Noack

Name: STEVEN R. NOACK

Title: VICE PRESIDENT

State of Rhode Island)
County of Providence)

ACKNOWLEDGEMENT

On this day 16 day of June, 2004, before me personally appeared the above-named Steven R. Noack and _____ the VP and _____, respectively, of Fleet National Bank, to me known and known by me to be the parties executing the foregoing instrument, and, being duly sworn, they acknowledged said instrument, by them executed, to be their free act and deed in their capacities, and the free act and deed of Fleet National Bank.

Diane L Haley
NOTARY PUBLIC

FLEET PRECIOUS METALS INC.

By: Steven R. Noack

Name: STEVEN R. NOACK

Title: VICE PRESIDENT

State of Rhode Island)
County of Providence)

ACKNOWLEDGEMENT

On this day 16 day of June, 2004, before me personally appeared the above-named Steven R. Noack and _____ the VP and _____, respectively, of Fleet Precious Metals Inc., to me known and known by me to be the parties executing the foregoing instrument, and, being duly sworn, they acknowledged said instrument, by them executed, to be their free act and deed in their capacities, and the free act and deed of Fleet Precious Metals Inc.

Diane L Haley
NOTARY PUBLIC

SANDBERG & SIKORSKI CORPORATION

By: _____

Name: SAMUEL SANDBERG

Title: SECRETARY/TREASURER

State of NY)
County of NY)

ACKNOWLEDGEMENT

On this day 16 day of June, 2004, before me personally appeared the above-named SAMUEL SANDBERG the SECRETARY/TREASURER, of Sandberg & Sikorski Corporation, to me known and known by me to be the party executing the foregoing instrument, and, being duly sworn, he/she acknowledged said instrument, by him to be his free act and deed in his said capacity, and the free act and deed of Sandberg & Sikorski Corporation.

_____
NOTARY PUBLIC

TERESA PIZZIRUSSO
COMMISSIONER OF DEEDS
CITY OF NEW YORK NO. 5-1300
CERTIFICATE FILED IN RICHMOND
COMMISSION EXPIRES 7/1/04