

12-08-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/05)



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

102896762
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

LEACH & GARNER COMPANY

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

Citizenship (see guidelines) MA

Execution Date(s) OCTOBER 4, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FLEET PRECIOUS METALS INC.,
Internal AS AGENT

Address: _____

Street Address: 111 WESTMINSTER STREET

City: PROVIDENCE

State: RI

Country: USA Zip: 02903

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,077,819 1,214,785

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: JOSEPH R. MILLER, ESQ.

Internal Address: MILLER & CAINE, L.L.P.

Street Address: 40 WESTMINSTER STREET
SUITE 305

City: PROVIDENCE

State: RI Zip: 02903

Phone Number: 401-454-5000

Fax Number: 401-454-1976

Email Address: JRMILLER@MILLERCAINE.COM

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

DECEMBER 3, 2004
Date

JOSEPH R. MILLER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003089 FRAME: 0983

12/6/04

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
NOV 19 2004

12/07/2004
01 FC:8521
02 FC:8522

ITEM 2 CONTINUED

Fleet Precious Metals Inc.
d/b/a Bank of America Precious Metals, as agent for

Fleet Precious Metals Inc.
d/b/a Bank of America Precious Metals
111 Westminster Street
Providence, RI 02903 USA

And

Bank of America
111 Westminster Street
Providence, RI 02903 USA

ITEM 4 B CONTINUED

1,363,279	1,947,463	1,520,804
1,649,823	1,953,677	2,226,010
1,505,786	1,943,212	2,551,430
1,820,570	891,637	2,589,142
1,951,457	2,025,823	

EXHIBIT A

TRADEMARK AND TRADEMARK APPLICATIONS

<u>Trademark/ Service Mark Tradename</u>	<u>Registration No. or Serial No. if an Application is Pending</u>	<u>Country</u>	<u>Registration Date or Filing Date if an Application is Pending</u>
BRIGHT CAST & Design	1,077,819	U.S.	11/22/77
GF	1,214,785	U.S.	11/02/82
GENERAL FINDINGS	1,363,279	U.S.	10/01/85
Design Only - CROWN & Design	1,649,823	U.S.	07/02/91
Design Only (Infinity Sign)	1,505,786	U.S.	09/27/88
Hooplets	1,820,570	U.S.	02/08/94
General Findings	308,010	Canada	11/01/85
GF & Design	1,195,520	Spain	10/05/89
GF & Design	VR04.463/1992	Denmark	05/22/92
GF & Design	00,571,005	Taiwan	09/16/92
GF & Design	392,945	Switzerland	07/07/92
GF & Design	501,212	Benelux	04/01/92
GF & Design	144,853	Austria	11/13/92
GF & Design	160,214	Thailand	08/26/92
GF & Design	B1,471,039	United Kingdom	10/29/93
GF & Design	2,061,188	Germany	03/30/94

GF & Design	276,933	Rep. of Korea	10/19/93
GF & Design	276,177	Portugal	07/05/93
GF & Design	107,476	Greece	05/17/95
GF & Design	B153,548	Ireland	01/06/95
GF & Design	1,682,110	France	07/19/91
GF & Design	613,357	Italy	12/29/93
GF & Design	2,669,115	Japan	05/31/94
Infiné	1,951,457	U.S.	01/23/96
L&G & Design	VR04.462/1992	Denmark	05/22/92
L&G & Design	00,571,004	Taiwan	09/16/92
L&G & Design	107,475	Greece	05/17/95
L&G & Design	B153,547	Ireland	01/06/95
L&G & Design	160,215	Thailand	08/26/92
Leach & Garner Gold	1,947,463	U.S.	01/09/96
Design Only (Infinity Sign)	TMA 427,474	Canada	05/20/94
Design Only (Infinity Sign)	493,194	Mexico	05/26/95
Radiant Rope	1,953,677	U.S.	01/30/96
Design Only (Sun Sign)	1,943,212	U.S.	12/19/95
Design Only (Sun Sign)	493,199	Mexico	05/26/95
W& Design	891,637	U.S.	05/26/70

Design Only (Crown Sign)	TMA 418,455	Canada	10/22/93
Noble Gold	2,025,823	U.S.	12/24/96
Design Only (Sun Sign)	TMA 468,777	Canada	01/15/97
Design Only (Infinity Sign)	000206656	European Community	02/09/01
Design Only (Crown Sign)	000206557	European Community	04/28/98
GF & Design	B7293/91	Singapore	08/02/91
Infinity	00768226	Taiwan	07/16/97
Infinity	06555	Hong Kong	06/29/98
Infinity	393,794	Rep. of Korea	02/02/98
Infinity	4,078,245	Japan	10/31/97
L&G	1,520,804	U.S.	01/17/89
L&G	238.4/8385	Switzerland	07/16/86
L&G	B1338961	United Kingdom	03/21/95
Karat Katch	2,226,010	U.S.	02/23/99
Easy Loc	2,551,430	U.S.	10/29/98
Design Only (Infinity Sign)	725,283	India	05/16/96
Design Only (Infinity Sign)	T96/05263Z	Singapore	05/24/96
Design Only (Infinity Sign)	T99886	Thailand	09/26/96
Design Only (Crown Sign)	3,218,308	China	02/21/04

Design Only (Crown Sign)	2003-06336	Hong Kong	04/30/02
Design Only (Infinity Sign)	3,218,307	China	02/21/04
Pelican Clasp	2,589,142	U.S.	07/02/02

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made as of the 4th day of October, 2004 by and between **LEACH & GARNER COMPANY**, a Massachusetts corporation ("Borrower"); and **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation doing business as **BANK OF AMERICA PRECIOUS METALS** ("Agent") as agent for each of the following lenders (collectively, "Lenders") in accordance with the terms of the Credit Agreement (as hereinafter defined) and, if any such agreement shall be in effect, an Intercreditor Agreement among Agent and Lenders (the "Intercreditor Agreement"): **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation doing business as **BANK OF AMERICA PRECIOUS METALS** ("BofAPM"), and **BANK OF AMERICA**, a national banking association organized and existing under the laws of the United States ("BofA").

WHEREAS, Borrower, Agent and each of Lenders have entered into a certain Revolving Credit and Deferred Payment Agreement dated as of the date hereof (as the same may be amended, the "Credit Agreement"), pursuant to which Lenders may from time to time make revolving credit loans to Borrower (the "Revolving Credit Loans"), issue standby and commercial letters of credit for Borrower's account (the "L/C's"), and sell and deliver certain precious metals to Borrower pursuant to a deferred pricing facility (the "Deferred Pricing Facility"); and

WHEREAS, the obligations under the Credit Agreement and the Revolving Credit Loans are evidenced in part by a certain Revolving Credit Note executed by Borrower in favor of Lenders (the "Note"); and

WHEREAS, Borrower and BofAPM have entered into a certain Forward Contracts Letter Agreement dated as of the date hereof (as the same may be amended, the "Forward Contracts Agreement"), pursuant to which Borrower may from time to time purchase Precious Metals (as defined therein) from, or sell Precious Metals to, BofAPM under one or more forward contracts (the "Forward Contracts Facility"); and

WHEREAS, Borrower and BofA have entered into a certain Foreign Exchange Letter Agreement dated as of the date hereof (as the same may be amended, the "Foreign Exchange Agreement"), pursuant to which Borrower may from time to time purchase foreign currency from FNB or sell foreign currency to BofA under one or more foreign exchange contracts (the "Foreign Exchange Facility"); and

WHEREAS, Lenders may from time to time make certain other credit and/or trade services facilities available to Borrower, including, without limitation, merchant services lines (collectively, "Additional Facilities"); and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, Borrower agrees, for the benefit of Agent and each of Lenders, as follows:

1. Security Interest. To secure the complete and timely satisfaction of all the Secured Obligations, Borrower hereby assigns, pledges and grants to Agent and each of Lenders a continuing security interest in and to Borrower's right, title and interest in and to the following property (the "Collateral"), whether now owned or hereafter existing or acquired: trademark applications, trademarks, service marks, trade names, trade styles, logos, goodwill and rights in trademark applications, trademarks, service marks, trade names, trade styles, logos, goodwill and rights in trademark applications, trademarks, service marks, trade names, trade styles, logos and goodwill owned by others (collectively, the "Trademarks") which, in the case of trademark or trademark applications, are now or hereafter issued by or filed with the United States Patent and Trademark Office or any similar office or agency of any other countries, including, without limitation, the trademarks and trademark applications listed on Exhibit A attached hereto and made a part hereof, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof including all licenses relating to the Trademarks acquired under any statutory, common law or registration process in any state or nation at any time, or under any agreement executed with any person or entity at any time.

2. Borrower's Covenants and Representations. Borrower covenants and warrants to Agent and each of Lenders that, to the best of its knowledge:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Borrower's knowledge, each of the Trademarks is valid and enforceable and Borrower has notified Agent in writing of all prior assignments (including public uses and sales) of which it is aware;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances except as disclosed in the Credit Agreement, including, without limitation, licenses, shop rights and covenants by Borrower not to sue third persons; and

(d) Borrower has the unqualified right to enter into this Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

3. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of recording the security interest of Agent and each of Lenders in the Collateral with the United States Patent and Trademark Office and with the corresponding offices

and authorities of any local, state or foreign governments. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent and each of Lenders pursuant to the Credit Agreement and the Security Documents. The Credit Agreement and the Security Documents (and all rights and remedies of Agent and Lenders thereunder) shall remain in full force and effect in accordance with their respective terms.

4. No Further Assignment. Borrower agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not further assign or license any of the Trademarks without Agent's prior written consent, which consent shall not unreasonably be withheld.

5. Additional Collateral. If, before the Obligations shall have been satisfied in full, Borrower shall obtain rights to any new trademark application or trademark, or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension or continuation in part of any Trademarks or any improvement on any Trademarks, the provisions of Section 1 hereof shall automatically apply thereto and Borrower shall give to Agent prompt notice thereof in writing. Borrower authorizes Agent to modify this Agreement by amending Exhibit A to include any such future trademarks and trademark applications.

6. Agent's and Lenders' Rights Upon Default. If any Event of Default shall have occurred and be continuing, Agent and Lenders shall have, in addition to all other rights and remedies given to them by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, Agent and Lenders may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in the State of Rhode Island or elsewhere, the whole or from time to time any part of the Trademarks, or any interest which Borrower may have therein, and after deducting from the proceeds (including all reasonable expenses for brokers' fees and legal services), shall apply the remainder of such proceeds toward the payment of the Secured Obligations. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Borrower. Notice of any sale or other disposition of the Trademarks shall be given to Borrower at least twenty (20) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent and/or Lenders (or any subsequent holder of the Secured Obligations) may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released.

7. Attorney-in-Fact. Upon the occurrence and during the continuation of an Event of Default, Borrower hereby appoints Agent as its attorney-in-fact (without requiring Agent to act as such) to execute and file such assignments of the Trademarks in the name of Borrower with the United States Patent and Trademark Office or any similar office or agency of any other country

as it may deem appropriate, and to perform all other acts to perfect and continue the Agent and Lenders' security interest in, and to protect, preserve and enforce, the Trademarks.

8. Acknowledgment. At such time as Borrower shall completely satisfy all of the Secured Obligations, Agent shall execute and deliver to Borrower all deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by Agent or any of the Lenders pursuant hereto.

9. Agent's and Lender's Fees and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent and Lenders in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or relating to the Trademarks, shall be borne and paid by Borrower on demand by Agent and/or Lenders and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Floating Rate (as defined in the Note executed by Borrower in favor of BofAPM and BofA).

10. Trademarks to be Issued; Borrower's Expenses. Borrower shall have the duty, through counsel acceptable to Agent and Lenders, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application for trademarks and to preserve and maintain all rights in trademark applications and the Trademarks. Any expenses incurred in connection with such an application shall be borne by Borrower. Borrower shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent.

11. Enforcement. Following the occurrence and during the continuation of an Event of Default, Agent and Lenders shall have the right but shall in no way be obligated to bring suit in their own names to enforce the Trademarks and any license thereunder, in which event Borrower shall, at the request of Agent and Lenders, do any and all lawful acts and execute any and all proper documents required by Agent and Lenders in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent and Lenders for all costs and expenses incurred by them in the exercise of their rights under this Section 11.

12. Waiver. No course of dealing between Borrower and Agent and/or Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent and/or Lenders, any right, power or privilege hereunder or under the Credit Agreement or the Security Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Cumulative Rights and Remedies. All of Agent's and Lenders' rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, or the Security Documents or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.


15. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 5 hereof.

16. Assignment. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.


17. Applicable Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Rhode Island.

WITNESS the execution hereof under seal as of the day and year first above written.

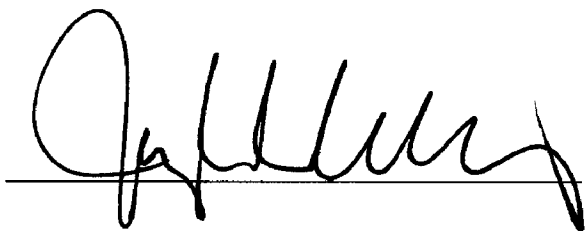
WITNESS:



LEACH & GARNER COMPANY

By: 
Richard R. St. Pierre
Chief Financial Officer

WITNESS:

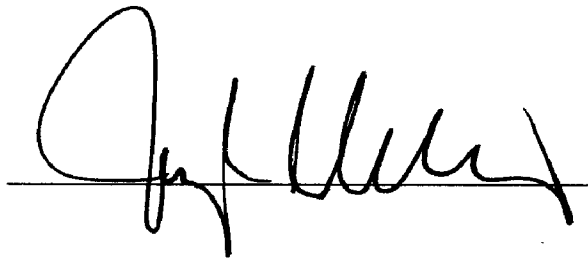


FLEET PRECIOUS METALS INC.
d/b/a BANK OF AMERICA
PRECIOUS METALS
As Agent


By: 
Anthony J. Capuano
Senior Vice President

ACKNOWLEDGED AND AGREED:

WITNESS:

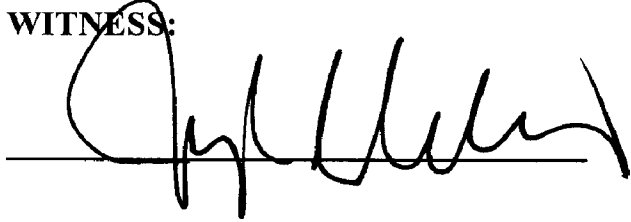


**FLEET PRECIOUS METALS INC.
d/b/a BANK OF AMERICA
PRECIOUS METALS**

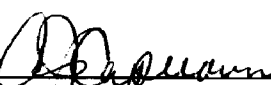
By: 

Anthony J. Capuano
Senior Vice President

WITNESS:



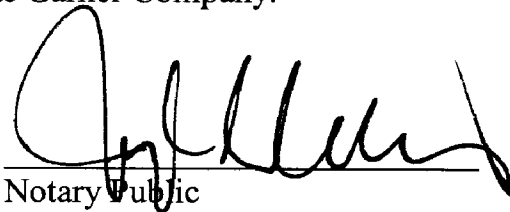
BANK OF AMERICA

By: 

Anthony J. Capuano
Senior Vice President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 4th day of October, 2004, before me personally appeared Richard R. St. Pierre, Chief Financial Officer of Leach & Garner Company, known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of Leach & Garner Company.



Notary Public

My Commission Expires:

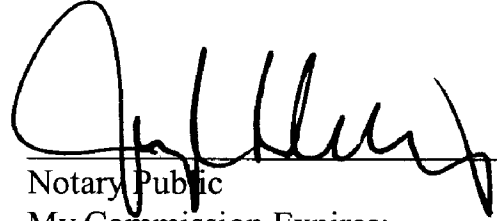
JOSEPH R. MILLER

Notary Public

My Commission Expires: June 30, 2005

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 4th day of October, 2004, before me personally appeared Anthony J. Capuano, Senior Vice President of Fleet Precious Metals Inc. d/b/a Bank of America Precious Metals, known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of Fleet Precious Metals Inc. d/b/a Bank of America Precious Metals.



Notary Public

My Commission Expires:

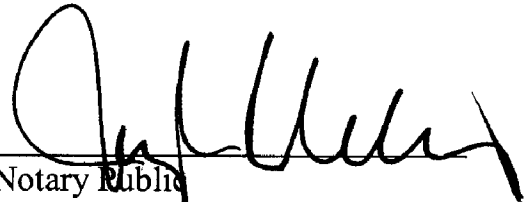
JOSEPH R. MILLER

Notary Public

My Commission Expires: June 30, 2005

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 4th day of October, 2004, before me personally appeared Anthony J. Capuano, Senior Vice President of Bank of America, known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of Bank of America.



Notary Public

My Commission Expires:

JOSEPH R. MILLER

Notary Public

My Commission Expires: June 30, 2005

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