

Form PTO-1594 (Rev. 03/05)

OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
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):Frederick Goldman, Inc.
154 West 14th Street
New York, New York 10011

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance /Execution Date(s) :**Execution Date(s) June 10, 2003

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other SEE "ATTACHED SHEET"

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Fleet Precious Metals Inc., as Agent

Internal

Address: _____

Street Address: 111 Westminster StreetCity: ProvidenceState: Rhode IslandCountry: U.S.A. Zip: 02903

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Rhode Island
☐ Other _____ Citizenship _____

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)

SEE ATTACHED SCHEDULE A; SCHEDULE B

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE A; SCHEDULE B

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: Martin P. Michael, Esq.Internal Address: Sonnenschein Nath & Rosenthal LLPStreet Address: P.O. Box 061080Wacker Drive Station - Sears TowerCity: ChicagoState: Illinois Zip: 60606-1080Phone Number: 212-768-6700Fax Number: 212-768-6800Email Address: TRADEMARK@SONNENSCHEN.COM**6. Total number of applications and registrations involved:**

53

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,340.00

- ☐ 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 193140Authorized User Name Martin P. Michael**9. Signature:**

Signature

June 7, 2005

Date

Martin P. Michael

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12Documents 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

CH \$1340.00 193140 75448460

ATTACHED SHEET

Corrective Assignment to correct nature of conveyance from "ASSIGNMENT" to read "SECURITY AGREEMENT", previously recorded on Reel/Frame 002775/0944.

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SCHEDULE A
FREDERICK GOLDMAN, INC.

TRADE NAMES

BPH	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

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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

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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

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SCHEDULE B
LICENSED MARKS

OTHER TRADEMARKS

ARTCARVED - US
ARTCARVED - CANADA
ARTCARVED - COSTA RICA
ARTCARVED - EL SALVADOR (PENDING)
ARTCARVED - GUATEMALA (PENDING)
ARTCARVED - MEXICO
ARTCARVED - PANAMA (PENDING)
ARTCARVED CANADA

REGISTRATION NO.

REG. #764,668
REG. # 51,076
REG. # 98,648
SER. #3610/96
SER. #96-5440
REG. #383,987
SER. #081-264
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

RECORDED: 07/03/2003

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07-07-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$		R 102489815 TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
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. 7:313			2. Name and address of receiving party(ies) Name: <u>Fleet Precious Metals Inc.</u> , as Internal Agent Address: Street Address: <u>111 Westminster Street</u> City: <u>Providence</u> State: <u>RI</u> Zip: <u>02903</u>		
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>New York</u> <input type="checkbox"/> Other _____			<input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Rhode Island</u> <input type="checkbox"/> Other _____		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>June 10, 2003</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s)			B. Trademark Registration No.(s) <u>2144111</u>		
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Patricia J. Igoe, Esq.</u> Internal Address: <u>c/o Nixon Peabody LLP</u> Street Address: <u>One Citizens Plaza</u> City: <u>Providence</u> State: <u>RI</u> Zip: <u>02903</u>			6. Total number of applications and registrations involved: <u>53</u>		
			7. Total fee (37 CFR 3.41).....\$ <u>1,340.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> 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 00000017 214411 01 FC:8521 02 FC:8522					
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. <u>Patricia J. Igoe</u> Name of Person Signing					
Signature <u>[Signature]</u> Date <u>6/27/03</u> Total number of pages including cover sheet, attachments, and document: <u>10</u>					
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231					

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**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").

WITNESSETH THAT:

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.

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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.

James F. Hood

By: 

Richard M. Goldman

Title: President

FLEET PRECIOUS METALS INC., as Agent

By: 

Richard Seufert

Title: Senior Vice President

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RECORDED: 07/27/2005

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