

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
<b>CONVEYING PARTY DATA</b>																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>FREDERICK GOLDMAN, INC.</td> <td></td> <td>11/03/2005</td> <td>CORPORATION: NEW YORK</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	FREDERICK GOLDMAN, INC.		11/03/2005	CORPORATION: NEW YORK																																						
Name	Formerly	Execution Date	Entity Type																																											
FREDERICK GOLDMAN, INC.		11/03/2005	CORPORATION: NEW YORK																																											
<b>RECEIVING PARTY DATA</b>																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>HSBC BANK USA, NATIONAL ASSOCIATION, as Administrative Agent</td> </tr> <tr> <td>Street Address:</td> <td>452 Fifth Avenue</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10018</td> </tr> <tr> <td>Entity Type:</td> <td>National banking association: UNITED STATES</td> </tr> </table>	Name:	HSBC BANK USA, NATIONAL ASSOCIATION, as Administrative Agent	Street Address:	452 Fifth Avenue	City:	New York	State/Country:	NEW YORK	Postal Code:	10018	Entity Type:	National banking association: UNITED STATES																																		
Name:	HSBC BANK USA, NATIONAL ASSOCIATION, as Administrative Agent																																													
Street Address:	452 Fifth Avenue																																													
City:	New York																																													
State/Country:	NEW YORK																																													
Postal Code:	10018																																													
Entity Type:	National banking association: UNITED STATES																																													
<b>PROPERTY NUMBERS Total: 36</b>																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> </thead> <tbody> <tr><td>Registration Number:</td><td>1505791</td><td>B</td></tr> <tr><td>Registration Number:</td><td>2995582</td><td>CA</td></tr> <tr><td>Registration Number:</td><td>2537275</td><td>CELEBRATION TREASURES</td></tr> <tr><td>Registration Number:</td><td>2375729</td><td>CHAPELFIELDS</td></tr> <tr><td>Registration Number:</td><td>818647</td><td>CHERISHED</td></tr> <tr><td>Registration Number:</td><td>661909</td><td>COLUMBIA</td></tr> <tr><td>Registration Number:</td><td>2219065</td><td>D</td></tr> <tr><td>Registration Number:</td><td>2475829</td><td>DC</td></tr> <tr><td>Registration Number:</td><td>231686</td><td>DIANA</td></tr> <tr><td>Serial Number:</td><td>76146335</td><td>DIANA CLASSIC</td></tr> <tr><td>Registration Number:</td><td>2998670</td><td>ERGOFIT</td></tr> <tr><td>Registration Number:</td><td>1378040</td><td>FG</td></tr> <tr><td>Registration Number:</td><td>1125345</td><td>FG</td></tr> <tr><td>Registration Number:</td><td>2626057</td><td>GEMHK</td></tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	1505791	B	Registration Number:	2995582	CA	Registration Number:	2537275	CELEBRATION TREASURES	Registration Number:	2375729	CHAPELFIELDS	Registration Number:	818647	CHERISHED	Registration Number:	661909	COLUMBIA	Registration Number:	2219065	D	Registration Number:	2475829	DC	Registration Number:	231686	DIANA	Serial Number:	76146335	DIANA CLASSIC	Registration Number:	2998670	ERGOFIT	Registration Number:	1378040	FG	Registration Number:	1125345	FG	Registration Number:	2626057	GEMHK	
Property Type	Number	Word Mark																																												
Registration Number:	1505791	B																																												
Registration Number:	2995582	CA																																												
Registration Number:	2537275	CELEBRATION TREASURES																																												
Registration Number:	2375729	CHAPELFIELDS																																												
Registration Number:	818647	CHERISHED																																												
Registration Number:	661909	COLUMBIA																																												
Registration Number:	2219065	D																																												
Registration Number:	2475829	DC																																												
Registration Number:	231686	DIANA																																												
Serial Number:	76146335	DIANA CLASSIC																																												
Registration Number:	2998670	ERGOFIT																																												
Registration Number:	1378040	FG																																												
Registration Number:	1125345	FG																																												
Registration Number:	2626057	GEMHK																																												

OP \$915.00 1505791

Registration Number:	1351611	GOLDMAN
Registration Number:	214411	LOHENGRIN
Registration Number:	501224	LOHENGRIN
Registration Number:	621276	LOHENGRIN
Registration Number:	2667787	"LOVE ALWAYS..."
Serial Number:	76553192	LYRIC
Serial Number:	76620996	MARRY HIM ALL OVER AGAIN
Serial Number:	78614738	
Registration Number:	214412	
Serial Number:	76599431	ORANGE BLOSSOM
Registration Number:	2065842	ORBIT DESIGN STUDIO
Serial Number:	76647184	PLATINUM SPORTS
Registration Number:	2412863	THE FIFTH C - CONFIDENCE
Registration Number:	2000391	TRILOGY
Registration Number:	2504103	TRITON
Registration Number:	2100265	24 DOOR TO DOOR
Registration Number:	2381923	ULTIMATE PLATINUM
Registration Number:	2395051	ULTIMATELY PLATINUM
Registration Number:	1799274	KEEPSAKE
Registration Number:	277153	KEEPSAKE
Registration Number:	1892645	KEEPSAKE
Registration Number:	1356522	KPS

#### CORRESPONDENCE DATA

Fax Number: (212)768-6800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-768-6700  
 Email: trademarks@sonnenschein.com  
 Correspondent Name: Martin P. Michael, Esq.  
 Address Line 1: Wacker Drive Station - Sears Tower  
 Address Line 2: P. O. Box 061080  
 Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	24406576-0031-R7M
NAME OF SUBMITTER:	Martin P. Michael
Signature:	/martinpmichael/

Date:

02/09/2006

**Total Attachments: 14**

source=fgi-hsbc trademark security agreement#page1.tif  
source=fgi-hsbc trademark security agreement#page2.tif  
source=fgi-hsbc trademark security agreement#page3.tif  
source=fgi-hsbc trademark security agreement#page4.tif  
source=fgi-hsbc trademark security agreement#page5.tif  
source=fgi-hsbc trademark security agreement#page6.tif  
source=fgi-hsbc trademark security agreement#page7.tif  
source=fgi-hsbc trademark security agreement#page8.tif  
source=fgi-hsbc trademark security agreement#page9.tif  
source=fgi-hsbc trademark security agreement#page10.tif  
source=fgi-hsbc trademark security agreement#page11.tif  
source=fgi-hsbc trademark security agreement#page12.tif  
source=fgi-hsbc trademark security agreement#page13.tif  
source=fgi-hsbc trademark security agreement#page14.tif

**SECURITY AGREEMENT**  
**FOR**  
**TRADEMARKS AND TRADENAMES**

**SECURITY AGREEMENT FOR TRADEMARKS AND TRADENAMES** made as of the 3<sup>rd</sup> day of November, 2005, by and between **FREDERICK GOLDMAN, INC.**, a New York corporation with offices located at 154 West 14th Street, New York, New York 10011 (the "**Debtor**"); and **HSBC BANK USA, NATIONAL ASSOCIATION**, a national banking association with an office at 452 Fifth Avenue, New York, New York 10018 ("**HSBC**"), in its capacity as administrative agent for itself and for **ABN AMRO BANK N.V.** ("**ABN**") and **SOVEREIGN BANK**, a federal savings bank with offices at One Financial Plaza, Providence, Rhode Island 02903 ("**SB**"); and **SOVEREIGN PRECIOUS METALS, LLC**, a Pennsylvania limited liability company, with offices at One Financial Plaza, Providence, Rhode Island 02903 ("**SPM**", and together with SB, "**Sovereign**"); (collectively, ABN, HSBC and Sovereign are hereinafter sometimes referred to as the "**Lenders**" and individually as a "**Lender**") (in such capacity as Administrative Agent, HSBC is hereinafter sometimes referred to as the "**Administrative Agent**").

Background. Debtor has incurred obligations to the Lenders which are secured by security interests in all of Debtor's accounts, inventories, equipment and general intangibles, including without limitation Debtor's trademarks, trademark applications, servicemarks, tradenames, and goodwill in respect thereof (collectively, the "**Collateral**") and in all of the Debtor's right, title and interest in that certain Trademark License Agreement (the "**CB License Agreement**") between Commemorative Brands, Inc. and Aurafin Corporation ("**Aurafin**") dated October 9, 1997, the rights and obligations of Aurafin thereunder having been assigned by Aurafin to the Debtor by that certain Assignment Agreement between Aurafin and the Debtor dated May 1, 2000, as amended from time to time, for the use of the Licensed Marks (hereinafter defined). To confirm and perfect the Lenders' security interest in the Debtor's trademarks, trademark applications, servicemarks, and tradenames and the Licensed Marks, Debtor has agreed to grant a security interest and lien upon Debtor's trademarks, trademark applications, servicemarks, tradenames and the Licensed Marks to the Administrative Agent for the benefit of the Lenders as hereinafter provided.

Additional Definitions. The following terms shall be defined as follows:

"**Event of Default**" shall have the meaning assigned by the Loan and Consignment Agreement (hereinafter defined) and by the CB License Agreement.

"**Obligations**" means all obligations, liabilities and indebtedness due and to become due from the Debtor to the Administrative 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 Secured Promissory Note of the Debtor of even date herewith issued to ABN in the maximum principal amount of **SIX MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$6,875,000.00)** (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"**);

(b) that certain Secured Promissory Note of the Debtor of even date herewith issued to HSBC in the maximum principal amount of **NINE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$9,375,000.00)** (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"**);

(c) that certain Secured Promissory Note of the Debtor of even date herewith issued to Sovereign in the maximum principal amount of **EIGHT MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$8,750,000)** (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"**, and, together with the ABN Revolver Note and the HSBC Revolver Note, the **"Revolver Notes"**);

(d) forward contracts between the Debtor and SPM for the forward purchase of precious metal (the **"Forward Contracts"**) entered into in accordance with the terms of the Loan and Consignment Agreement; and

(e) all the obligations and indebtedness of the Debtor contained herein and in that certain Loan and Consignment Agreement of even date herewith by and among the Debtor, the Lenders and HSBC, as administrative agent for the Lenders, and SPM, as metal 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"**), which obligations and indebtedness shall include all obligations and indebtedness of the Debtor to the Administrative Agent and the Lenders, or any of them, under the Revolving Loan Facility, the Consignment Facility, and the Forward Contract Facility (all as defined by the Loan and Consignment Agreement).

**"Of Record"** means recorded in the U.S. Patent and Trademark Office.

Capitalized terms not otherwise defined herein shall have the meanings assigned by the Loan and Consignment Agreement.

NOW, THEREFORE, in consideration of the premises, Debtor hereby agrees with the Lenders as follows:

1. To secure the complete and timely payment and satisfaction of the Obligations, Debtor hereby grants, assigns and conveys to the Administrative Agent, for itself and as

Administrative Agent for the Lenders, a security interest in and lien upon (a) Debtor's trademark and servicemark applications, trademarks, servicemarks, and tradenames listed in Schedule A hereto (the "**Marks**"), and (b) to the extent permitted by the terms thereof, all of the rights of Debtor under the License Agreements listed in Schedule B hereto (the "**License Agreements**") with respect to the trademarks licensed thereunder (the "**Licensed Marks**"), and (c) Debtor's goodwill in respect thereof, including without limitation all proceeds of the Marks and the Licensed Marks (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 (collectively, the "**Rights**").

2. Debtor covenants and warrants that except as set forth in the Debtor's Disclosure Schedule attached hereto as Schedule C hereto:

- (a) Schedule A hereto correctly describes all Debtor's trademarks, trademark applications, servicemarks and tradenames Of Record;
- (b) Schedule B hereto correctly describes all of the Licensed Marks;
- (c) The Rights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (d) Each of the Rights is valid and enforceable;
- (e) Debtor is the sole and exclusive owner Of Record of the entire and unencumbered right, title and interest in and to each of the Marks, free and clear of any liens, charges and encumbrances Of Record; and
- (f) The License Agreements are in full force and effect and the Debtor is in full compliance with all the terms thereof and no Event of Default has occurred thereunder; and
- (g) Debtor has the unqualified right to enter into this Agreement and perform its terms.

3. Debtor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Debtor's obligations under this Agreement, without Lenders' prior written consent.

4. Debtor hereby covenants and agrees with Administrative Agent and each of the Lenders that the Debtor (a) shall take such action as is reasonably necessary to protect the Marks and the Licensed Marks against all claims and demands of all persons at any time claiming any interest therein; (b) shall promptly pay any and all taxes, assessments and governmental charges upon the Marks or the Licensed Marks prior to the date penalties are attached thereto; and (c) shall immediately notify Administrative Agent of any event causing a substantial loss or

diminution in the value of all or any material part of the Marks or the Licensed Marks and the amount or an estimate of the amount of such loss or diminution.

5. Unless and until there shall have occurred an Event of Default, Debtor shall have the right to use the Rights for Debtor's own benefit, and Debtor may make or grant assignments and sublicenses of the Rights in the ordinary course of Debtor's business; provided, further, that no such assignment or sublicense shall be Of Record or shall impair the rights of Debtor or the Administrative Agent or the Lenders to sell the Collateral in the United States in accordance with the terms of this Agreement and the aforesaid Loan and Consignment Agreement. Debtor will permit the Administrative Agent reasonable access to Debtor's facilities at all reasonable times in accordance with the Loan and Consignment Agreement for the purpose of inspecting the quality of such goods and will furnish the Lenders such certificates and product samples as the Administrative Agent shall from time to time reasonably request to verify Debtor's compliance with the foregoing covenants. Debtor further covenants that the Collateral includes and will at all times during the term of this Agreement include all equipment and other assets necessary to produce the products for which the Marks or the Licensed Marks are used, to the extent that Debtor produces such products.

6. The Debtor shall be responsible for processing and maintaining any and all applications for registration and re-registration of the Marks and the Licensed Marks and shall bear all costs pertaining to enforcing and/or defending rights pertaining to the Marks and the Licensed Marks.

7. Debtor agrees that until the Obligations have been satisfied in full, Debtor will execute further security agreements to the Administrative Agent for the benefit of the Lenders, of like tenor to this Agreement, granting a security interest in and lien upon any and all trademarks and trademark applications and any licenses of any trademarks that Debtor shall effect, acquire or make application for and which shall be Of Record, so as to confirm and perfect the Lenders' interest in and to all of the Collateral.

8. If an Event of Default shall have occurred, the Administrative Agent shall have, in addition to all other rights and remedies given Lenders 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 Rights may be located and, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, the Administrative Agent may sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Rights, or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Rights all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in such order as the Administrative Agent may determine in its sole and absolute discretion. Notice of any sale or other disposition of the Rights shall be given to Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of the Rights is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may purchase

the whole or any part of the Rights sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released.

9. Notwithstanding anything to the contrary herein or in any agreement between or Debtor and Administrative Agent or any of the Lenders, if any Event of Default shall have occurred and be continuing, in addition to any and all other rights and remedies that Administrative Agent may have under any other agreements or at law, the Debtor hereby irrevocably constitutes and appoints Administrative Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or Administrative Agent's own name or the name of Administrative Agent's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of an Event of Default and the continuance thereof: (a) to convey to Administrative Agent (or Lenders) or any purchaser any or all of the Rights, together with the goodwill of the business represented thereby, and to execute and file or cause to be filed any and all assignments and other documents and instruments that may be necessary or desirable to accomplish the purposes of such conveyance; (b) to collect proceeds from the Rights (including, by way of example, license, royalties and proceeds of infringement suits); (c) to convey in any bona fide transactions to a purchaser goods utilizing any of the Marks or the Licensed Marks; and (d) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods utilizing the Rights the legality or validity thereof and the amounts necessary to discharge the same to be determined by Administrative Agent, in its sole discretion, and such payments made by Administrative Agent to become the obligation of Debtor to Administrative Agent, due and payable immediately, without demand.

10. At such time as Debtor shall completely satisfy all the Obligations, the Administrative Agent shall execute and deliver to Debtor all releases, deeds, assignments and other instruments as may be necessary or proper to discharge the Administrative Agent's security interest in and lien upon the Rights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

11. Debtor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any application in respect of any of the Rights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full. Any expenses incurred in connection with such an application shall be borne by Debtor.

12. The Administrative Agent, as administrative agent for the Lenders, hereby agrees to be bound by the terms of the License Agreements, provided that such agreement shall in no way be deemed to be an acceptance of any obligation of the Debtor under the License Agreements outstanding as of the date of the Security Agreement.

13. At such time as the Administrative Agent becomes the owner of the Rights, as provided in this Agreement, the Administrative Agent shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Rights and any license thereunder, in which



event Debtor shall at the request of Administrative Agent do any and all lawful acts and execute any and all proper documents required by Administrative Agent in aid of such enforcement and Debtor shall promptly, following demand, reimburse and indemnify Administrative Agent for all costs and expenses incurred by Administrative Agent in the exercise of its rights under this Paragraph, provided however, if the Administrative Agent shall not bring suit hereunder, then Debtor, upon prior written consent of the Administrative Agent, shall have the right, with counsel of its own selection, to bring such suit prosecute and settle the same, at its own cost and expense.

14. No course of dealing between Debtor and the Administrative Agent nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder 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 further exercise thereof or the exercise of any other right, power or privilege.

15. All of the Administrative Agent's rights and remedies with respect to the Rights whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. 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.

17. This Agreement is subject to modification only by a writing signed by the parties.

18. 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.

19. 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 New York.

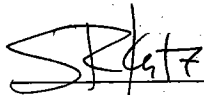
20. All notices, communications and distributions hereunder shall be given or made to the parties at their respective addresses set forth on the last page hereof, or at such other address as the addressee may hereafter specify for the purpose by written notice to the other party hereto in accordance with the requirements of the Loan and Consignment Agreement.

21. DEBTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN AND CONSIGNMENT DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE ADMINISTRATIVE AGENT AND THE LENDERS TO ACCEPT THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers as of the date first above written.

WITNESS:

FREDERICK GOLDMAN, INC.

\_\_\_\_\_

By: 

Title: *President*

Address: 154 West 14th Street  
New York, New York 10011

HSBC BANK USA, NATIONAL ASSOCIATION,  
as Administrative Agent

By: 

Title:

Address: 452 Fifth Avenue  
New York, New York 10018

STATE OF NEW YORK  
COUNTY OF NEW YORK

On the 1<sup>st</sup> day of November, 2005, before me, the undersigned, personally appeared Richard Goldman, the President of FREDERICK GOLDMAN, INC., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual on behalf of FREDERICK GOLDMAN, INC., executed the instrument.

Sylvia Bloomfield  
Notary Public  
My commission expires:

SYLVIA BLOOMFIELD  
Notary Public, State of New York  
No. 01BL060027  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires June 11, 2007

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on the 3<sup>rd</sup> day of November, 2005, before me personally appeared the above-named Richard Seufert, the Vice President of HSBC Bank USA, N.A., to me known and known by me to be the person executing the foregoing instrument on behalf of said HSBC Bank USA, N.A., and he acknowledged said instrument so executed to be his free act and deed and the free act and deed of HSBC Bank USA, N.A.

  
\_\_\_\_\_  
Notary Public

My commission expires: 9/11/2006

SCHEDULE A

TRADEMARK APPLICATIONS, TRADEMARKS, SERVICEMARKS, AND  
TRADENAMES

<b>Trademark</b>	<b>(Application Number) Registration Number</b>
B (AND BELL DESIGN)	1,505,791
CA (STYLIZED)	2,995,582
CELEBRATION TREASURES	2,537,275
CHAPELFIELDS	2,375,729
CHERISHED	818,647
COLUMBIA (STYLIZED)	661,909
D IN A CIRCLE DESIGN	2,219,065
DC (STYLIZED)	2,475,829
DIANA	231,686
DIANA CLASSIC	(76/146335)
ERGOFIT	2,998,670
FG (STYLIZED)	1,378,040
FG (STYLIZED)	1,125,345
GEMHK	2,626,057
GOLDMAN	1,351,611
LOHENGRIN (STYLIZED)	214,411
LOHENGRIN (STYLIZED)	501,224
LOHENGRIN (STYLIZED)	621,276
"LOVE ALWAYS. . ." (STYLIZED)	2,667,787
LYRIC	(76/553,192)
MARRY HIM ALL OVER AGAIN	(76/620,996)
MISCELLANEOUS DESIGN (DOUBLE TRIANGLES)	(78/614,738)
MISCELLANEOUS DESIGN (LION)	214,412
ORANGE BLOSSOM	(76/599,431)
ORBIT DESIGN STUDIO	2,065,842
PLATINUM SPORTS	(76/647,184)
THE FIFTH C - CONFIDENCE	2,412,863

<b>Trademark</b>	<b>(Application Number) Registration Number</b>
TRILOGY (STYLIZED)	2,000,391
TRITON	2,504,103
24 DOOR TO DOOR (AND DESIGN)	2,100,265
ULTIMATE PLATINUM	2,381,923
ULTIMATELY PLATINUM	2,395,051

## **SCHEDULE B**

### **LICENSED MARKS**

Marks licensed to the Debtor pursuant to that certain Trademark License Agreement between Commemorative Brands, Inc. and Aurafin Corporation dated October 9, 1997, the rights and obligations of Aurafin thereunder having been assigned by Aurafin to the Debtor by that certain Assignment Agreement between Aurafin and the Debtor dated May 1, 2000, as amended from time to time, for the use of the Licensed Marks, to wit:

<b><u>Trademarks</u></b>	<b><u>Registration No.</u></b>
ArtCarved - Canada	Reg. #051,076
ArtCarved - Costa Rica	Reg. #98,648 (status unknown)
ArtCarved - El Salvador (pending)	Ser. #3610/96 (status unknown)
ArtCarved - Guatemala (pending)	Ser. #96-5440 (status unknown)
ArtCarved - Mexico	Reg. #383,987
ArtCarved - Panama (pending)	Ser. #081,264 (status unknown)

Marks licensed to the Debtor pursuant to that certain Trademark License Agreement dated as of September 1, 2001, by and between Commemorative Brands, Inc. and Debtor, to wit:

<b><u>Trademarks</u></b>	<b><u>Registration No.</u></b>
KEEPSAKE	1,799,274
KEEPSAKE	277,153
KEEPSAKE & Design	1,892,645
KPS	1,356,522

<b><u>Other Marks</u></b>	<b><u>Registration (if any)</u></b>
---------------------------	-------------------------------------

Foreign Trademarks (status unknown)

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 (cont'd)**

**LICENSED MARKS**

Marks licensed to the Debtor pursuant to that certain Trademark License Agreement dated as of December 22, 1997, by and between Commemorative Brands, Inc. and Debtor, as amended by the Amendment to the Trademark License Agreement, dated December 22, 1997, the First Amendment, dated as of April 2, 1998, and the Consent and Agreement dated as of December 19, 2000, to wit:

<b><u>Trademarks</u></b>	<b><u>Registration No.</u></b>
KEEPSAKE	1,799,274
KEEPSAKE	277,153
KEEPSAKE & Design	1,892,645
KPS	1,356,522

<b><u>Other Trademarks</u></b>	<b><u>Registration (if any)</u></b>
--------------------------------	-------------------------------------

Foreign Trademarks (status unknown)

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 C  
DISCLOSURE SCHEDULE

None