

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Andin International Inc.		11/22/2005	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Sovereign Precious Metals, LLC
<b>Street Address:</b>	One Financial Plaza
<b>Internal Address:</b>	3rd Floor
<b>City:</b>	Providence
<b>State/Country:</b>	RHODE ISLAND
<b>Postal Code:</b>	02903
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: PENNSYLVANIA

**PROPERTY NUMBERS Total: 68**

Property Type	Number	Word Mark
Registration Number:	2416208	
Registration Number:	2309948	2000
Registration Number:	1493043	A
Registration Number:	2979768	ALL YOU NEED IS LOVE
Registration Number:	2979765	ALL YOU NEED IS LOVE
Registration Number:	1285176	ANDIN
Registration Number:	3047369	ASTROLOGIE
Registration Number:	2693851	CANDIDE
Serial Number:	78753891	CELEBRATE MOM
Serial Number:	78433049	CHEVIOT
Serial Number:	78433050	CHEVIOT CREATED SAPPHIRE
Serial Number:	76502183	ENSEMBLES BY ANDIN
Serial Number:	78433033	FIONA

**CH \$1715.00 2416208**

Serial Number:	78347695	HOPE
Serial Number:	78492141	INTERNATIONAL PALLADIUM COUNCIL
Serial Number:	78499303	INTERNATIONAL PALLADIUM COUNCIL
Registration Number:	2589371	JEWEL CLUB
Registration Number:	1660356	JOTALY
Registration Number:	1692868	JTL
Registration Number:	2255483	JTL JOTALY
Serial Number:	76519230	LAUREN TAYLOR
Serial Number:	76558870	LT
Serial Number:	78355006	LUCKY IN LOVE
Registration Number:	2979767	LUCKY IN LOVE
Registration Number:	2983585	MANHATTAN COLLECTION
Serial Number:	78700479	MAY IS GOLD MONTH
Registration Number:	2312589	
Registration Number:	2589087	MOTHER'S JEWEL
Serial Number:	78456472	NOT ALL GEMS ARE CREATED EQUAL
Serial Number:	78637874	OCTOBER IS DIAMOND MONTH
Serial Number:	78623558	OCTOBER IS RIGHT HAND RING MONTH
Serial Number:	78637885	OCTOBER IS RIGHT HAND RING MONTH
Serial Number:	78509393	P P PALLADIUM
Serial Number:	78492230	PALLADIUM GUILD
Serial Number:	78499310	PALLADIUM GUILD
Serial Number:	78690556	REWARD YOURSELF!
Serial Number:	78433034	SOFIA
Serial Number:	76551218	SOLARA
Serial Number:	78694322	STOPWATCH
Serial Number:	76489591	THE ANNIVERSARY ENSEMBLE
Serial Number:	76516853	THE BIRTHDAY ENSEMBLE
Serial Number:	76489589	THE BRIDAL ENSEMBLE
Serial Number:	76489588	THE COLOR ENSEMBLE
Serial Number:	76489592	THE DIAMOND ENSEMBLE
Serial Number:	76516850	THE EMERALD ENSEMBLE
Serial Number:	76489593	THE ENSEMBLE
Serial Number:	76489586	THE GEMSTONE ENSEMBLE
Registration Number:	2979763	THE GIFT OF LOVE

Registration Number:	2979766	THE GIFT OF LOVE
Serial Number:	76489584	THE GOLD ENSEMBLE
Serial Number:	76557296	THE INFINITY CLOVER
Serial Number:	76489587	THE JEWELRY ENSEMBLE
Serial Number:	75757952	THE MILLENNIUM CLOVER
Registration Number:	2764490	THE MILLENNIUM HEART 2000
Registration Number:	2411465	THE MILLENNIUM HEART 2000
Serial Number:	78456468	THE NEW WAY TO SAY I LOVE YOU
Serial Number:	76489590	THE PEARL ENSEMBLE
Serial Number:	76516899	THE RUBY ENSEMBLE
Serial Number:	76538362	THE RIGHT HAND ENSEMBLE
Serial Number:	76516851	THE SAPPHIRE ENSEMBLE
Serial Number:	76516852	THE SWEETHEART ENSEMBLE
Serial Number:	76489583	THE WEDDING ENSEMBLE
Serial Number:	78348337	UNFORGETTABLE
Serial Number:	78637876	WHAT HAVE YOU DONE FOR YOU LATELY
Serial Number:	78492276	WORLD PALLADIUM COUNCIL
Serial Number:	78499271	WORLD PALLADIUM COUNCIL
Serial Number:	78627487	XENON
Registration Number:	1858150	XENON

**CORRESPONDENCE DATA**

Fax Number: (617)345-1300  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-345-1341  
Email: matm@nixonpeabody.com  
Correspondent Name: Michelle A. Massicotte, Esq.  
Address Line 1: 100 Summer Street  
Address Line 2: Nixon Peabody LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	039685/2
NAME OF SUBMITTER:	Michelle A. Massicotte
Signature:	/Michelle A. Massicotte/
Date:	03/27/2006

Total Attachments: 21

**TRADEMARK**  
**REEL: 003276 FRAME: 0889**

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## SECURITY AGREEMENT FOR TRADEMARKS AND TRADENAMES

**SECURITY AGREEMENT FOR TRADEMARKS AND TRADENAMES** made as of the 22<sup>nd</sup> day of November, 2005, by and between **ANDIN INTERNATIONAL INC.**, a New York corporation, with offices at 609 Greenwich Street, New York, New York 10014 (the "**Debtor**"); and **SOVEREIGN PRECIOUS METALS, LLC**, a Pennsylvania limited liability company (the "**Collateral Agent**"), in its capacity as agent for **ABN AMRO BANK N.V.**, a public company with limited liability organized under the laws of The Netherlands with offices at 565 Fifth Avenue, 25<sup>th</sup> Floor, New York, New York 10017 ("**ABN**"); **JPMORGAN CHASE BANK, N.A.**, a national banking association with offices at 1166 Avenue of the Americas, 16<sup>th</sup> Floor, New York, New York 10036 ("**Chase**"); **SOVEREIGN BANK**, a Federal Savings Bank ("**SB**"), and **SOVEREIGN PRECIOUS METALS, LLC**, a Pennsylvania limited liability company ("**SPM**"), both with offices at One Financial Plaza, 3<sup>rd</sup> Floor, Providence, Rhode Island 02903 (together, SB and SPM are hereinafter referred to as "**Sovereign**"); and the Banks who may become a party to the Loan and Consignment Agreement (as hereinafter defined) pursuant to Paragraph 15 of the Loan and Consignment Agreement (ABN, Chase, Sovereign and the Banks who may become a party to the Loan and Consignment Agreement are hereinafter sometimes collectively referred to as the "**Lenders**" and individually as a "**Lender**") and **SOVEREIGN BANK**, as the Dollar Agent, **SOVEREIGN PRECIOUS METALS, LLC**, as the Metal Agent, the Collateral Agent and an Administrative Agent, and **ABN AMRO BANK N.V.**, as an Administrative Agent (the Dollar Agent, Metal Agent and Administrative Agents are hereinafter sometimes collectively referred to as the "**Agents**").

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**"). To confirm and perfect the Lenders' security interest in Debtor's trademarks, trademark applications, servicemarks, and tradenames, Debtor has agreed to grant a security interest and lien upon Debtor's trademarks, trademark applications, servicemarks, and tradenames to the Collateral 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).

"**Obligations**" means all obligations, liabilities and indebtedness due and to become due from the Debtor to the Collateral Agent or any of the Lenders or any of the Agents, 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 [REDACTED] Dollars [REDACTED] (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 Chase in the maximum principal amount of [REDACTED] Dollars [REDACTED] (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "Chase Revolver Note");

(c) that certain Secured Promissory Note of the Debtor of even date herewith issued to SB in the maximum principal amount of [REDACTED] Dollars [REDACTED] (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "SB Revolver Note", and, together with the ABN Revolver Note and the Chase Revolver Note, the "Revolver Notes"); and

(d) that certain Loan and Consignment Agreement of even date herewith by and among the Debtor, the Lenders, and the Agents (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 Agents and the Lenders, or any of them, under the Revolving Loan Facility, the Consignment Facility, the Letter of Credit Facility and the Forward Contract Facility (all as defined by the Loan and Consignment Agreement) and all obligations and indebtedness of the Debtor under interest rate swap transactions or such other similar rate protection devices (provided they are for hedging and not speculative purposes) entered into by the Debtor and one of the Lenders in accordance with 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 Collateral Agent, for itself and as 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) Debtor's goodwill in respect thereof, including without limitation all proceeds of the 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:

- (a) Schedule A hereto correctly describes all Debtor's trademarks, trademark applications, servicemarks and tradenames Of Record;
- (b) The Rights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (c) To the best of Debtor's knowledge, each of the Rights is valid and enforceable and Debtor has notified Lenders in writing of all prior art (including public uses and sales) of which it is aware;
- (d) Debtor is the sole and exclusive owner Of Record of the entire and unencumbered right, title and interest in and to each of the Rights, free and clear of any liens, charges and encumbrances Of Record; and
- (e) 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 Collateral Agent, each of the Agents and each of the Lenders that the Debtor (a) shall take such action as is reasonably necessary to protect the 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 prior to the date penalties are attached thereto; and (c) shall immediately notify Collateral Agent of any event causing a substantial loss or diminution in the value of all or any material part of the 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, the Debtor shall have the right to use the Rights for Debtor's own benefit, and the 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 Collateral Agent, the Agents 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 Collateral Agent access to Debtor's facilities at all reasonable times for the purpose of inspecting the quality of such goods and will furnish the Lenders such certificates and product samples as the Collateral 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 are used, to the extent that Debtor produces such products 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 shall bear all costs pertaining to enforcing and/or defending rights pertaining to the Marks.

7. Debtor agrees that until the Obligations have been satisfied in full, Debtor will execute further security agreements to the Collateral 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 Collateral 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 Collateral 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 Collateral 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 Collateral 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 Collateral Agent, any of the Agents or any of the Lenders, if any Event of Default shall have occurred and be continuing, or if Debtor fails to perform any agreement or to meet any of its obligations to Collateral Agent hereunder or under any of the Obligations, in addition to any and all other rights and remedies that Collateral Agent may have under any other agreements or at law, the Debtor hereby irrevocably constitutes and appoints Collateral 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 Collateral Agent's own name or the name of Collateral 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 Collateral 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) convey in any bona fide transactions to a purchaser goods utilizing any of the 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 Collateral Agent, in its sole discretion, and such payments made by Collateral Agent to become the obligations of Debtor to Collateral Agent, due and payable immediately, without demand.

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

11. Debtor shall have the duty, through counsel acceptable to the Collateral 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. At such time as the Collateral Agent becomes the owner of the Rights, as provided in this Agreement, the Collateral 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 Collateral Agent do any and all lawful acts and execute any and all necessary documents required by Collateral Agent in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Collateral Agent for all costs and expenses incurred by Collateral Agent in the exercise of its rights under this Paragraph, provided however, if the Collateral Agent shall not bring suit hereunder, then Debtor, upon prior written consent of the Collateral 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.

13. No course of dealing between Debtor and the Collateral Agent nor any failure to exercise, nor any delay in exercising, on the part of the Collateral 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.

14. All of the Collateral 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.

15. 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.

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

17. 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.

18. 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.

19. 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.

20. DEBTOR AND, BY ACCEPTANCE HEREOF, COLLATERAL AGENT, THE AGENTS AND THE LENDERS, EACH 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 COLLATERAL AGENT, THE AGENTS AND THE LENDERS TO ACCEPT THIS AGREEMENT.

**\*The next page is a signature page\***

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:

ANDIN INTERNATIONAL INC.

Ellen Bourne

By:

Title

John A. DiPuccio  
vice President  
Address: 609 Greenwich Street  
New York, New York 10014

SOVEREIGN PRECIOUS METALS, LLC,  
as Collateral Agent

By:

Title:

Address: One Financial Plaza, 3<sup>rd</sup> Floor  
Providence, Rhode Island 02903

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:

ANDIN INTERNATIONAL INC.

By: \_\_\_\_\_

Name:

Title:

Address: 609 Greenwich Street  
New York, New York 10014

SOVEREIGN PRECIOUS METALS, LLC,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

Address: One Financial Plaza, 3<sup>rd</sup> Floor  
Providence, Rhode Island 02903

STATE OF NEW YORK  
COUNTY OF NEW YORK

On the 21 day of NOVEMBER, 2005, before me, the undersigned, personally appeared John C. Esposito, the Vice President of ANDIN INTERNATIONAL 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 ANDIN INTERNATIONAL INC., executed the instrument.

*Ellen Borrás*

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

My commission expires:

**ELLEN BORRAS**  
Notary Public, State of New York  
No. 03-492689  
Qualified in Bronx County  
Commission Expires March 14, 2008

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned, personally appeared Elizabeth Sousa, the Senior Vice President, of SOVEREIGN PRECIOUS METALS, LLC, 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 she executed the same in her capacity and that by her signature on the instrument, the individual on behalf of SOVEREIGN PRECIOUS METALS, LLC, executed the instrument.

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

My commission expires:

STATE OF NEW YORK  
COUNTY OF NEW YORK

On the \_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of ANDIN INTERNATIONAL 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 ANDIN INTERNATIONAL INC., executed the instrument.

\_\_\_\_\_  
Notary Public  
My commission expires:

STATE OF Rhode Island  
COUNTY OF Providence

On the 22<sup>nd</sup> day of November, 2005, before me, the undersigned, personally appeared Elizabeth Sousa, Senior Vice President, of SOVEREIGN PRECIOUS METALS, LLC, 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 she executed the same in her capacity and that by her signature on the instrument, the individual on behalf of SOVEREIGN PRECIOUS METALS, LLC, executed the instrument.

Tandra Staton  
\_\_\_\_\_  
Notary Public  
My commission expires:



OFFICIAL SEAL  
TANDRA STATON  
NOTARY PUBLIC - RHODE ISLAND  
My Commission Expires 6-03-2009

## ANDIN INTERNATIONAL INC.

Trademark Report by Country

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>AUSTRALIA</b> 6012/0081	THE MILLENNIUM HEART & DESIGN	11/12/1998	777992	4/21/1999	777992	REGISTERED	14
	14 - Jewelry, watches and clocks						
<b>CANADA</b> 6012/0057	THE MILLENNIUM HEART & DESIGN	10/2/1998	892,152	4/19/2002	560,476	REGISTERED	N/A
	N/A - Jewelry						
6012/0058	TWO HEART DESIGN	10/2/1998	892,153	10/16/2000	534,688	REGISTERED	N/A
	N/A - Jewelry						
<b>CHINA</b> 6012/0088	THE MILLENNIUM HEART & DESIGN	11/12/1998	9800127878	7/21/2000	1422338	REGISTERED	14
	14 - Jewelry, watches and clocks						
<b>EUROPEAN UNION (CTM)</b> 6012/0236	OCTOBER IS RIGHT HAND RING MONTH	9/28/2005	4656294			PENDING	14,35
	14 - Jewelry and watches 35 - repairing marketing and advertising programs and materials; advertising services for third parties; in connection with the commercialization and sale of jewelry, creation of marketing tools designed to increase a client company's knowledge of customer needs and its competitors products, pricing, advertising strategy, cooperative advertising, marketing and dissemination of advertising materials and retail store services, online information distributorship in the field of jewelry						
6012/0241	PP PALLADIUM LOGO	10/28/2005	004686614			PENDING	014,035
	014 - JEWELRY. 035 - PREPARING MARKETING AND ADVERTISING PROGRAMS AND MATERIALS, ADVERTISING SERVICES FOR THIRD PARTIES, IN CONNECTION WITH THE COMMERCIALISATION AND SALE OF JEWELRY, CREATION OF MARKETING TOOLS DESIGNED TO INCREASE A CLIENT COMPANY'S KNOWLEDGE OF CUSTOMER NEEDS AND ITS COMPETITORS PRODUCTS, PRICING, ADVERTISING STRATEGY, COOPERATIVE ADVERTISING, MARKETING AND DISSEMINATION OF.						
6012/0049	THE MILLENNIUM HEART & DESIGN	8/7/1998	897900	9/10/2001	897900	REGISTERED	14,16,18 20,25,03
	14 - Precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; jewellery, precious stones, horological and chronometric instruments 16 - Paper, cardboard and goods made from these materials, not included in other classes; greeting cards, decals, playing cards, posters, albums, almanacs, engravings, stickers (stationery), mats for beer glasses, tickets, notebooks, flags of paper, printed matter; bookbinding material; photographs; stationery, adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; printing blocks 18 - Leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides; trunks and traveling bags; luggage, handbags, purses, schoolbags, keycases of leather, briefcases, backpacks, wallets, beach bags and garment bags for travel; umbrellas, parasols and walking sticks; ships, harness and saddlery 20 - Furniture, mirrors, picture frames; jewelry boxes not of metal, plastic card keys, plastic key rings, hand held and furniture mirrors, pillows, soft sculpture wall decorations, plaques, towel dispensers not of metal; goods (not included in other classes) of wood, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and substitutes for all these materials, or of 25 - Clothing, footwear and headgear, specially shirts, pants, dresses, sweatshirts, underwear, jackets, pants suits, ties, scarves, swimwear, warm-up suits, vests, blouses, rainwear, shorts, jerseys, jeans, parkas, gloves, wrist bands, headbands, headwear and belts 03 - Perfumery, essential oils, cosmetics and hair lotions, specially body cream, skin cream, essential oils for personal use, body scrubs, facial cleansers, perfumes; eau de toilette, perfumed hair lotion, perfumed bath and shower gel						

Trademark Report by Country						Printed: 11/17/200	Page 2
REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>EUROPEAN UNION (CTM) continued . . .</i>							
6012/0096	THE MILLENNIUM HEART & DESIGN	11/11/1998	994970	11/28/2001	994970	REGISTERED	14,3,16 18,20,25
14 - Jewelry, watches and clocks 3 - Body cream, skin cream, essential oils for personal use, body scrubs, facial cleansers, perfumes, eau de toilette, perfumed hair lotion, perfumed bath and shower gel 16 - Greeting cards, decals, playing cards, posters, albums, almanacs, engravings, stickers (stationery), mats for beer glasses, tickets, stationery, notebooks and flags of papers 18 - Trunks and travelling bags, luggage, handbags, purses, schoolbags, keycases of leather, briefcases, backpacks, wallets, beach bags and garment bags for travel 20 - Jewelry boxes not of metal, plastic card keys, plastic key rings, picture frames, hand held and furniture mirrors, pillows, soft sculpture wall decorations, plaques, towel dispensers not of metal 25 - Shirts, pants, dresses, sweatshirts, underwear, jackets, pants suits, ties, scarves, swimwear, warm-up-suits, vests, blouses, rainwear, shorts, jerseys, jeans, parkas, gloves, wrist bands, headbands, headwear and footwear							
6012/0235	WHAT HAVE YOU DONE FOR YOU LATELY	9/28/2005	4656328			PENDING	14,35
14 - Jewelry and watches 35 - Preparing marketing and advertising programs and materials; advertising services for third parties; in connection with the commercialization and sale of jewelry, creation of marketing tools designed to increase a client company's knowledge of customer needs and its competitors products, pricing, advertising strategy, cooperative advertising, marketing and dissemination of advertising materials and retail store services, online information distributorship in the field of jewelry							
<b>GERMANY</b>							
T23475DE00	XENON	6/4/1993	N/A		1058138	ABANDONED	
<b>ISRAEL</b>							
6012/0083	THE MILLENNIUM HEART & DESIGN	11/12/1998	123837	1/5/2000	123837	REGISTERED	14
14 - Jewelry, watches and clocks							
<b>JAPAN</b>							
T02607JP0	AYA AZRIELANT LOGO #2	1/27/1993	5-6256			ABANDONED	14
14 - PERSONAL ORNAMENTS MADE OF GOLD, CUFF BUTTONS MADE OF GOLD.							
6012/0050	THE MILLENIUM HEART & Design	8/11 /1998	10-68310	8/13/1999	4304496	REGISTERED	14,16,18 20,25,3
14 - Jewelry, watches and clocks 16 - 18 - 20 - 25 - 3 - Body cream, skin cream, essential oils for personal use, body scrubs, facial cleansers, perfumes, eau de toilette, perfumed hair lotion, perfumed bath and shower gel							
6012/0091	THE MILLENNIUM HEART & DESIGN	11/10/1998	10-95990	11/5/1999	4331709	REGISTERED	14
14 - Trinkets, jewelry/rough gemstones/imitations of jewelry, clocks/watches							
6012/0059	TWO HEART DESIGN	10/26/1998	10-91277	9/24/1999	4317668	REGISTERED	03,14,16 18,20,25
03 - Soaps and the like, perfumery and incenses, cosmetics and toiletries, dentrifices 14 - Trinkets, jewelry/rough gemstones/imitation of jewelry, clocks/watches, key holders 16 - Papers, decals, packaging containers of paper, hygienic paper, towels of paper, table napkins of paper, hand towels of paper, handkerchiefs of paper, table mats of paper, coaster of paper, table cloth of paper, blinds of paper, paper banner, flags of paper, printed matter, calligraphy and paintings, photographs, photograph stands, playing cards, stationery, adhesives for stationery or household 18 - Bags/pouches and the like, vanity cases 20 - Furniture, metal curtain fittings, plastic fasteners used in place of metal fasteners, nail/wedges/nuts/screws/tacks/bolts/rivets/casters, washers, non-electric locks, cushions, zabuton (Japanese sitting cushions), pillows, mattresses, picture frames, towel dispensers, plaster sculptures, plastic sculptures, wooden sculptures 25 - Clothing, stocking suspenders, braces, waistbands, belts, footwear, special sporting/gymnastic wear, special sporting/gymnastic							

**MEXICO**



Trademark Report by Country						Printed: 11/17/200	Page 3
REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>MEXICO continued . . .</i>							
6012/0084	THE MILLENNIUM HEART & DESIGN	11/12/1998	353949	5/30/2000	656249	REGISTERED	14
14 - Jewelry, watches and clocks							
<b>SOUTH AFRICA</b>							
6012/0092	THE MILLENNIUM HEART & DESIGN	11/12/1998	98/20218	4/4/2002	98/20218	REGISTERED	14
14 - Jewelry, watches and clocks							
<b>SWITZERLAND</b>							
6012/0093	THE MILLENNIUM HEART & DESIGN	11/12/1998	09367/1998	5/18/1999	460444	REGISTERED	14
14 - Jewlery, watches and clocks							
<b>UNITED KINGDOM</b>							
6012/0102 A	THE MILLENNIUM HEART & DESIGN (SERIES OF 2)	11/9/1998	2181592A	3/1/2002	2181592A	REGISTERED	03,14,16 18,20,24 25
03 - Soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices; body cream, skin cream, essential oils for personal use, body scrubs, facial cleansers, perfumes, eau de toilette, perfumed hair lotions, perfumed bath and shower gel							
14 - Precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; jewellery, precious stones; horological and chronometric instruments							
16 - Printed matter; photographs; stationery; adhesives for stationery or house hold purposes; artists' materials; paint brushes; playing cards; greeting cards, decals, posters, albums, almanacs, engravings, stickers (stationery) mats for beer glasses, tickets, notebooks and							
18 - Leather and imitations of leather, and goods made from these materials and not included in other classes; animal skins, hides; trunks and travelling bags; luggage, handbags, purses, schoolbags, keycases of leather, briefcases, backpacks, wallets, beach bags and garment bags for travel; umbrellas, parasols and walking sticks; whips, harness and saddlery							
20 - Furniture, mirrors, picture frames; jewelry boxes not of metal, plastic card keys, plastic key rings, picture frames, hand held and furniture mirrors, pillows, plaques; towel dispensers not of metal							
24 - Textiles and textile goods, not included in other classes; bed and table covers							
25 - Clothing, footwear, headgear, shirts, pants, dresses, sweatshirts, underwear, jackets, suits, ties, scarves, swimwear, warm-up suits, vests, blouses, rainwear, shorts jerseys, jeans, parkas, gloves, wrist bands, headbands, headwear and belts							
6012/0102 B	THE MILLENNIUM HEART & DESIGN (SERIES OF SIX)	11/9/1998	2181592	12/7/2001	2181592B	REGISTERED	03,14,16 18,20,24 25
03 - Soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices; body cream, skin cream, essential oils for personal use, body scrubs, facial cleansers, perfumes, eau de toilette, perfumed hair lotion, perfumed bath and shower gel							
14 - Precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; jewellery, precious stones; horological and chronometric instruments							
16 - Printed matter; photographs; stationery, adhesives for stationery or house hold purposes; artists' materials; paint brushes; playing cards; greeting cards, decals, posters, albums, almanacs, engravings, stickers (stationery), mats for beer glasses, tickets, notebooks and							
18 - Leather and imitations of leather, and goods made from these materials and not included in other classes; animal skins, hides; trunks and travelling bags; luggage, handbags, purses, schoolbags, keycases of leather, briefcases, backpacks, wallets, beach bags and garment bags for travel; umbrellas, parasols and walking sticks; whips, harness and saddlery							
20 - Furniture, mirrors, picuture frames; jewellery boxes not of metal, plastic card keys, plastic key rings, hand held and furniture mirrors, pillows, placques; towel dispensers not of metal							
24 - Textiles and textile goods, not included in other classes; bed and table covers							
25 - Clothing, footwear, headgear, shirts, pants, dresses, sweatshirts, underwear, jackets, suits, ties, scarves, swimwear, warm-up suits, vests, blouses, rainwear, shorts, jerseys, jeans, parkas, gloves, wrist bands, headbands, headwear and belts							
<b>UNITED STATES</b>							
1. 6012/0027	"HEART" DESIGN	5/8/1998	75/483,925	12/26/2000	2,416,298	REGISTERED	14
14 - JEWELRY AND WATCHES.							
2. 6012/0038	2000 & DESIGN	7/17/1998	75/521,232	1/18/2000	2,309,948	REGISTERED	14
14 - Jewelry and watches							
3. 6012/0001	A & DESIGN	10/26/1987	73/691,977	6/21/1988	1,493,043	REGISTERED	14,a
14 - JEWELRY, NAMELY RINGS, PENDANTS, EARRINGS, PINS, NECKLACES & BRACELETS.							
a - 1ST USE/COMM: 1979							

	REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
4.	6012/0204	ALL YOU NEED IS LOVE	1/21/2004	78/355,011	7/26/2005	2,979,768	REGISTERED	14
		14 - Jewelry; precious and semi-precious gemstones; watches						
5.	6012/0200	ALL YOU NEED IS LOVE & DESIGN	1/21/2004	78/354,984	7/26/2005	2,979,765	REGISTERED	14
		14 - Jewelry; precious and semi-precious gemstones; watches						
6.	6012/0002	ANDIN	12/10/1982	73/405,491	7/10/1984	1,285,176	REGISTERED	14,a
		14 - PRECIOUS & SEMI-PRECIOUS STONES; & FINE JEWELRY OF PRECIOUS METALS -NAMELY, RINGS, PENDANTS, EARRINGS, & PINS & BRACELETS. a - 1ST USE/COMM: 03/18/1981						
	<del>6012/0214</del>	<del>APRICOT SAPPHIRE</del>	<del>7/14/2004</del>	<del>70/450,499</del>			<del>ABANDONED</del>	14
		<del>14 - Jewelry; precious and semi-precious gemstones; and watches</del>						
	<del>6012/0000</del>	<del>ARTEFORM</del>	<del>2/8/1990</del>	<del>75/697,638</del>			<del>ABANDONED</del>	14
		<del>14 - Jewelry and watches</del>						
7.	6012/0175	ASTROLOGIE	5/27/2003	76/520,444			PENDING	14
		14 - Jewelry						
	<del>6012/0018</del>	<del>AYA ARTEFORM &amp; DESIGN</del>	<del>10/6/1997</del>	<del>75/369,732</del>			<del>ABANDONED</del>	14
		<del>14 - Jewelry.</del>						
	<del>T00400US0</del>	<del>AYA AZRIELANT LOGO</del>	<del>4/22/1992</del>	<del>74/260,119</del>			<del>ABANDONED</del>	14
		<del>14 - JEWELRY MADE WHOLLY OR IN PART OF 18K GOLD.</del>						
	<del>6012/0000</del>	<del>DEAD IT BY JOTALY</del>	<del>1/28/1991</del>	<del>74/130,020</del>	<del>8/4/1992</del>	<del>1,704,007</del>	<del>ABANDONED</del>	14
		<del>14 - Jewelry</del>						
8.	6012/0144	CANDIDE	9/15/2000	76/129,886	3/4/2003	2,693,851	REGISTERED	14
		14 - Jewelry, namely, rings, necklaces, pendants, earrings, bracelets and pins						
9.	6012/0242	CELEBRATE MOM	11/15/2005	78/753,891			PENDING	014
		014 - JEWELRY.						
	<del>6012/0131</del>	<del>CHAIN ENHANCER</del>	<del>2/23/2000</del>	<del>75/026,760</del>			<del>ABANDONED</del>	14
		<del>14 - Jewelry</del>						
10	6012/0210	CHEVIOT	6/10/2004	78/433,049			ALLOWED	14
		14 - Jewelry; precious and semi-precious gemstones; watches						
11	6012/0213	CHEVIOT CREATED SAPPHIRE	6/10/2004	78/433,050			ALLOWED	14
		14 - Jewelry; precious and semi-precious gemstones; watches						
	<del>6012/0100</del>	<del>CREATED CEYLON SAPPHIRE</del>	<del>3/9/1990</del>	<del>75/656,838</del>			<del>ABANDONED</del>	14
		<del>14 - Jewelry</del>						
	<del>T06440US0</del>	<del>CULTURED (STYLIZED)</del>					<del>ABANDONED</del>	14
		<del>14 - LAB-CREATED RUBIES.</del>						
	<del>6012/0024</del>	<del>EAR RING (STYLIZED)</del>	<del>5/8/1996</del>	<del>75/483,929</del>			<del>ABANDONED</del>	14
		<del>14 - JEWELRY.</del>						
	<del>6012/0137</del>	<del>EBONY SAPPHIRE</del>	<del>4/10/2000</del>	<del>76/021,340</del>			<del>ABANDONED</del>	14
		<del>14 - Jewelry</del>						
	<del>T03721US0</del>	<del>ENSEMBLES BY ANDIN</del>	<del>12/11/1989</del>	<del>74/009,900</del>			<del>ABANDONED</del>	14
		<del>14 - FINE JEWELRY OF PRECIOUS METALS - NAMELY, RINGS, PENDANTS, EARRINGS, PINS &amp; BRACELETS.</del>						
12.	6012/0174	ENSEMBLES BY ANDIN	3/28/2003	76/502,183			ALLOWED	14
		14 - Jewelry						

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
<del>T02388US0</del>	<del>EVERSHINE FINISH</del>	<del>12/13/1001</del>	<del>74/230,003</del>			<del>ABANDONED</del>	14
	14 - JEWELRY.						
<del>T06407US0</del>	<del>FINE JEWELRY QUEST &amp; DESIGN</del>	<del>2/2/1995</del>	<del>74/629,075</del>			<del>ABANDONED</del>	28
	28 - CARD GAMES.						
13. 6012/0212	FIONA	6/10/2004	78/433,033			ALLOWED	14
	14 - Jewelry, precious and semi-precious gemstons and watches						
14. 6012/0195	HOPE ("CLOVER" DESIGN)	1/5/2004	78/347,695			PENDING	14
	14 - JEWELRY						
15. 6012/0221	INTERNATIONAL PALLADIUM COUNCIL	9/30/2004	78/492,141			PENDING	014
	014 - JEWELRY						
16. 6012/0224	INTERNATIONAL PALLADIUM COUNCIL	10/13/2004	78/499,303			PENDING	16
	16 - Publications, namely magazines, newsletters and brochures						
<del>6012/0132</del>	<del>JEWEL CLUB</del>	<del>3/15/2000</del>	<del>76/000,937</del>			<del>ABANDONED</del>	14
	14 - Jewelry						
17. 6012/0134	JEWEL CLUB	3/17/2000	76/003,649	7/2/2002	2,589,371	REGISTERED	35
	35 - Retail and wholesale store services in the field of jewelry; distributorships in the field of jewelry; computerized on-line retail services in the field of jewelry; and providing information in the jewelry field via the internet						
<del>6012/0133</del>	<del>JEWELLY</del>	<del>3/15/2000</del>	<del>76/000,036</del>			<del>ABANDONED</del>	14
	14 - Jewelry						
<del>T06408US0</del>	<del>JEWELRY QUEST</del>	<del>2/2/1005</del>	<del>74/620,074</del>			<del>ABANDONED</del>	28
	28 - CARD GAMES.						
<del>6012/0151</del>	<del>JEWELRY.COM</del>	<del>6/25/2001</del>	<del>76/276,276</del>			<del>ABANDONED</del>	35
	35 - Computerized information services, namely, providing information regarding jewelry available through national and regional jewelry retailers both online and at store locations; providing education and guidance to consumers on jewelry purchases and offering savings and coupons to such consumers; providing an interactive database for the purchase of jewelry; and developing and maintaining a website for national and regional jewelry stores						
18. 6012/0007	JOTALY	3/12/1990	74/036,949	10/8/1991	1,660,356	REGISTERED	14,a
	14 - JEWELRY. a - 1ST USE: 11/1990 COMM: 02/1991						
19. 6012/0008	JTL	7/9/1990	74/076,379	6/9/1992	1,692,868	REGISTERED	14
	14 - Jewelry						
20. 6012/0021	JTL JOTALY	4/23/1998	75/473,322	6/22/1999	2,255,483	REGISTERED	14,a
	14 - Jewelry. a - 1st Use/Commerce: 06/92						
21. 6012/0182	LAUREN TAYLOR	5/15/2003	76/519,230			ALLOWED	14
	14 - Jewelry						
<del>T09725030</del>	<del>LINK BANGLE</del>	<del>0/30/1001</del>	<del>74/208,206</del>			<del>ABANDONED</del>	14
	14 - JEWELRY.						
<del>6012/0206</del>	<del>LOVE &amp; CLOVER DESIGN</del>	<del>2/27/2004</del>	<del>78/375,193</del>			<del>ABANDONED</del>	03,18,20 21,25,28
	03 - Cosmetics and perfume 18 - Leather products 20 - Furniture 21 - Howewares, glassware, glass bowls, glass figurines 25 - Clothing, headwear, footwear 28 - Toys and sporting goods						

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
<del>6012/0194</del>	<del>LOVE AND CLOVER DESIGN</del>	<del>11/14/2003</del>	<del>76/562,158</del>			<del>ABANDONED</del>	14
	14 - Jewelry						
<del>6012/0202</del>	<del>LOVE INSIDE</del>	<del>1/21/2004</del>	<del>78/354,044</del>			<del>ABANDONED</del>	14
	14 - Jewelry; precious and semi-precious gemstones; watches						
<del>6012/0198</del>	<del>LOVE INSIDE &amp; DESIGN</del>	<del>1/21/2004</del>	<del>78/354,000</del>			<del>ABANDONED</del>	14
	14 - Jewelry; precious and semi-precious gemstones; watches						
22. 6012/0189	LT (Stylized)	10/29/2003	76/558,870			ALLOWED	14
	14 - Jewelry						
23. 6012/0205	LUCKY IN LOVE	1/21/2004	78/355,006			ALLOWED	14
	14 - Jewelry; precious and semi-precious gemstones; watches						
24. 6012/0199	LUCKY IN LOVE & DESIGN	1/21/2004	78/355,004	7/26/2005	2,979,767	REGISTERED	14
	14 - Jewelry; precious and semi-precious gemstones; watches						
<del>T01975US0</del>	<del>M &amp; DIAMOND DESIGN</del>	<del>10/23/1992</del>	<del>74/324,780</del>			<del>ABANDONED</del>	14
	14 - JEWELRY						
25. 6012/0160	MANHATTAN COLLECTION & DESIGN	12/10/2002	76/473,609	8/9/2005	2,983,585	REGISTERED	14
	14 - Jewelry, including diamond jewelry						
<del>6012/0009</del>	<del>MANHATTAN DIAMONDS &amp; DESIGN</del>	<del>6/20/1992</del>	<del>74/289,058</del>	<del>7/4/1995</del>	<del>1,003,511</del>	<del>ABANDONED</del>	14,a
	14 - JEWELRY INCLUDING DIAMOND JEWELRY. a - 1ST USE/COMM: 10/1992						
<del>6012/0010</del>	<del>MANHATTAN DIAMONDS &amp; DESIGN</del>	<del>6/20/1992</del>	<del>74/289,067</del>	<del>5/2/1995</del>	<del>1,802,764</del>	<del>ABANDONED</del>	42,a
	42 - RETAIL SHOPS FEATURING JEWELRY, INCLUDING DIAMOND JEWELRY. a - 1ST USE/COMM: 10/15/1992						
26. 6012/0238	MAY IS GOLD MONTH	8/25/2005	78/700,479			PENDING	35
	35 - ADVERTISING SERVICES, FOR THIRD PARTIES, IN CONNECTION WITH THE COMMERCIALIZATION AND SALE OF JEWELRY, CREATION OF MARKETING TOOLS DESIGNED TO INCREASE A CLIENT COMPANY'S KNOWLEDGE OF CUSTOMER NEEDS AND ITS COMPETITORS PRODUCTS, PRICING, ADVERTISING STRATEGY AND SALES STRATEGY, COOPERATIVE ADVERTISING AND MARKETING AND DISSEMINATION OF ADVERTISING MATERIALS.						
<del>6012/0027</del>	<del>MISCELLANEOUS DESIGN</del>	<del>7/17/1998</del>	<del>75/520,664</del>			<del>ABANDONED</del>	14
	14 - Jewelry and watches						
<del>6012/0055</del>	<del>MISCELLANEOUS DESIGN</del>	<del>10/28/1998</del>	<del>75/578,526</del>			<del>ABANDONED</del>	14,16,18 20,25,3 24
	14 - Jewelry, watches and clocks 16 - Greeting cards, decals, playing cards, posters, albums, almanacs, engravings, stickers (stationery), mats for beer glasses, ticket, stationery, notebooks and flags of paper 18 - Trunks and travelling bags, luggage, handbags, purses, schoolbags, keycases of leather, briefcases, backpacks, wallets, beach bags and garment bags for travel 20 - Jewelry boxes not of metal, plastic card keys, plastic key rings, picture frames, hand held and furniture mirrors, pillows, soft sculpture wall decorations, plaques, towel dispensers not of metal 25 - Shirts, pants, dresses, sweatshirts, underwear, jackets, pants suits, ties, scarves, swimwear, warm-up suits, vests, blouses, rainwear, shorts, jerseys, jeans, parkas, gloves, wrist bands, headbands, headwear and footwear 3 - Body cream, skin cream, essential oils for personal use, body scrubs, facial cleansers, perfumes, eau de toilette, perfumed hair lotion, perfumed bath and shower 24 - Bed blankets and bed throws						
27. 6012/0054	MISCELLANEOUS DESIGN	9/24/1998	75/558,037	1/25/2000	2,312,589	REGISTERED	14
	14 - Jewelry and watches.						
28. 6012/0121	MOTHER'S JEWEL	10/1/1999	75/815,901	7/2/2002	2,589,087	REGISTERED	14
	14 - JEWELRY						

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
<del>6012/0122</del>	<del>MOTHER'S LOVE</del>	<del>10/1/1999</del>	<del>75/815,900</del>			<del>ABANDONED</del>	14
	14 - Jewelry						
29. 6012/0217	NOT ALL GEMS ARE CREATED EQUAL	7/26/2004	78/456,472			ALLOWED	14
	14 - Jewelry; precious and semi-precious gemstones; and watches						
30. 6012/0233	OCTOBER IS DIAMOND MONTH	5/26/2005	78/637,874			PENDING	014,035
	014 - JEWELRY AND GEMSTONES. 035 - ADVERTISING SERVICES, FOR THIRD PARTIES, IN CONNECTION WITH THE COMMERCIALIZATION AND SALE OF JEWELRY, CREATION OF MARKETING TOOLS DESIGNED TO INCREASE A CLIENT COMPANY'S KNOWLEDGE OF CUSTOMER NEEDS AND ITS COMPETITORS PRODUCTS PRICING, ADVERTISING STRATEGY AND SALES STRATEGY, COOPERATIVE ADVERTISING AND MARKETING AND DISSEMINATION OF ADVERTISING MATERIALS.						
31. 6012/0229	OCTOBER IS RIGHT HAND RING MONTH	5/5/2005	78/623,558			PENDING	14
	14 - Jewelry; gemstones						
32. 6012/0232	OCTOBER IS RIGHT HAND RING MONTH	5/26/2005	78/637,885			PENDING	035
	035 - ADVERTISING SERVICES, FOR THIRD PARTIES, IN CONNECTION WITH THE COMMERCIALIZATION AND SALE OF JEWELRY, CREATION OF MARKETING TOOLS DESIGNED TO INCREASE A CLIENT COMPANY'S KNOWLEDGE OF CUSTOMER NEEDS AND ITS COMPETITORS PRODUCTS PRICING, ADVERTISING STRATEGY AND SALES STRATEGY, COOPERATIVE ADVERTISING AND MARKETING AND DISSEMINATION OF ADVERTISING MATERIALS.						
33. 6012/0226	P P PALLADIUM	11/1/2004	78/509,393			PENDING	014
	014 - JEWELRY						
34. 6012/0220	PALLADIUM GUILD	9/30/2004	78/492,230			PENDING	014
	014 - JEWELRY						
35. 6012/0223	PALLADIUM GUILD	10/13/2004	78/499,310			PENDING	16
	16 - Publications, namely magazines, newsletters and brochures						
<del>6012/0002</del>	<del>PLATINIZED GOLD</del>	<del>6/16/1998</del>	<del>75/509,500</del>			<del>ABANDONED</del>	14
	14 - Gold jewelry						
<del>6012/0018</del>	<del>PLATINIZED SILVER</del>	<del>7/28/1998</del>	<del>75/526,446</del>			<del>ABANDONED</del>	14
	14 - Silver jewelry						
36. 6012/0234	REWARD YOURSELF!	8/11/2005	78/690,556			PENDING	014
	014 - JEWELRY, PRECIOUS GEMSTONES.						
37. 6012/0100	ROYAL HEART	2/4/1999	75/636,429			ABANDONED	14
	14 - Jewelry						
<del>6012/0012</del>	<del>SILVERAYA</del>	<del>5/20/1992</del>	<del>74/277,137</del>	<del>1/5/1992</del>	<del>1,711,451</del>	<del>ABANDONED</del>	14
	14 - JEWELRY.						
<del>6012/0013</del>	<del>SILVERAYA EVERSHINE FINISH LOGO</del>	<del>5/20/1992</del>	<del>74/277,136</del>	<del>8/3/1992</del>	<del>1,785,451</del>	<del>ABANDONED</del>	14,a
	14 - JEWELRY. a - 1ST USE/COMM: 02/10/1992						
38. 6012/0209	SOFIA	6/10/2004	78/433,034			ALLOWED	14
	14 - Jewelry, precious and semi-precious gemstones and watches						
39. 6012/0188	SOLARA	9/22/2003	76/551,218			ALLOWED	14
	14 - Jewelry						
<del>6012/0187</del>	<del>SONATA</del>	<del>9/22/2003</del>	<del>76/550,995</del>			<del>ABANDONED</del>	14
	14 - Jewelry						
40. 6012/0237	STOPWATCH	8/18/2005	78/694,322			PENDING	014
	014 - JEWELRY.						

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
<del>606404</del>	<del>US0 SWISS GOLD</del>	<del>12/2/1994</del>	<del>74/606,540</del>			<del>ABANDONED</del>	14
	14 - WATCHES.						
41. 6012/0164	THE ANNIVERSARY ENSEMBLE	2/14/2003	76/489,591			ALLOWED	14
	14 - Jewelry						
42. 6012/0176	THE BIRTHDAY ENSEMBLE	5/2/2003	76/516,853			ALLOWED	14
	14 - Jewelry						
43. 6012/0167	THE BRIDAL ENSEMBLE	2/14/2003	76/489,589			ALLOWED	14
	14 - Jewelry						
44. 6012/0168	THE COLOR ENSEMBLE	2/14/2003	76/489,588			ALLOWED	14
	14 - Jewelry						
45. 6012/0165	THE DIAMOND ENSEMBLE	2/14/2003	76/489,592			ALLOWED	14
	14 - Jewelry containing diamonds						
46. 6012/0179	THE EMERALD ENSEMBLE	5/2/2003	76/516,850			ALLOWED	14
	14 - Jewelry containing emeralds						
<del>6012/0172</del>	<del>THE ENGAGEMENT ENSEMBLE</del>	<del>2/14/2003</del>	<del>76/489,585</del>			<del>ABANDONED</del>	14
	14 - Jewelry						
47. 6012/0163	THE ENSEMBLE	2/14/2003	76/489,593			ALLOWED	14
	14 - Jewelry						
48. 6012/0169	THE GEMSTONE ENSEMBLE	2/14/2003	76/489,586			ALLOWED	14
	14 - Jewelry containing gemstones						
49. 6012/0201	THE GIFT OF LOVE	1/21/2004	78/354,939	7/26/2005	2,979,763	REGISTERED	14
	14 - Jewelry; precious and semi-precious gemstones; watches						
50. 6012/0197	THE GIFT OF LOVE & DESIGN	1/21/2004	78/354,994	7/26/2005	2,979,766	REGISTERED	14
	14 - Jewelry; precious and semi-precious gemstones; watches						
51. 6012/0171	THE GOLD ENSEMBLE	2/14/2003	76/489,584			ALLOWED	14
	14 - Jewelry made in whole or significant part of gold						
52. 6012/0191	THE INFINITY CLOVER	11/5/2003	76/557,296			ALLOWED	14
	14 - Jewelry						
<del>6012/0152</del>	<del>THE JEWELRY AUTHORITY</del>	<del>6/25/2001</del>	<del>76/276,275</del>			<del>ABANDONED</del>	35
	35 - Computerized information services, namely, providing information regarding jewelry available through national and regional jewelry retailers both online and at store locations; providing education and guidance to consumers on jewelry purchases and offering savings and coupons to such consumers; providing an interactive database for the purchase of jewelry; and developing and maintaining a website for national and regional jewelry stores						
<del>6012/0150</del>	<del>THE JEWELRY AUTHORITY</del>	<del>10/04/2002</del>	<del>76/465,120</del>			<del>ABANDONED</del>	35
	35 - Computerized information services, namely, providing information regarding jewelry available through national and regional jewelry retailers both on line and at store locations; providing education and guidance to consumers on jewelry purchases and offering savings and coupons to such consumers; providing an interactive database for the purchase of jewelry; and developing and maintaining a website for national and regional jewelry stores						
53. 6012/0170	THE JEWELRY ENSEMBLE	2/14/2003	76/489,587			ALLOWED	14
	14 - Jewelry						
<del>6012/0046</del>	<del>THE MILLENNIUM BRACELET</del>	<del>7/0/1998</del>	<del>75/510,507</del>			<del>ABANDONED</del>	14
	14 - Jewelry and watches						
<del>6012/0028</del>	<del>THE MILLENNIUM FLOWER</del>	<del>5/8/1998</del>	<del>75/481,500</del>			<del>ABANDONED</del>	
<del>6012/0030</del>	<del>THE MILLENNIUM ANNIVERSARY BAND</del>	<del>0/30/1998</del>	<del>75/510,570</del>			<del>ABANDONED</del>	14
	14 - Jewelry and watches						

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
<del>6012/0039</del>	<del>THE MILLENNIUM ANNIVERSARY BAND &amp; DESIGN</del>	<del>7/16/1998</del>	<del>75/519,998</del>			<del>ABANDONED</del>	14
	14 - JEWELRY AND WATCHES.						
<del>6012/0035</del>	<del>THE MILLENNIUM ANNIVERSARY RING</del>	<del>6/25/1998</del>	<del>75/508,305</del>			<del>ABANDONED</del>	14
	14 - Jewelry and watches						
<del>6012/0043</del>	<del>THE MILLENNIUM BANGLE</del>	<del>7/6/1998</del>	<del>75/513,064</del>			<del>ABANDONED</del>	14
	14 - Jewelry and watches						
<del>6012/0041</del>	<del>THE MILLENNIUM BIRTHSTONE RING</del>	<del>7/2/1998</del>	<del>75/512,733</del>			<del>ABANDONED</del>	14
	14 - Jewelry and watches						
<del>6012/0040</del>	<del>THE MILLENNIUM CLASS RING</del>	<del>7/2/1998</del>	<del>75/512,085</del>			<del>ABANDONED</del>	14
	14 - JEWELRY AND WATCHES.						
54. 6012/0118	THE MILLENNIUM CLOVER AND DESIGN	7/22/1999	75/757,952			PENDING	14
	14 - Jewelry						
<del>6012/0044</del>	<del>THE MILLENNIUM EARRING</del>	<del>7/6/1998</del>	<del>75/513,198</del>			<del>ABANDONED</del>	14
	14 - Jewelry and watches						
<del>6012/0025</del>	<del>THE MILLENNIUM HEART</del>	<del>5/8/1998</del>	<del>75/484,508</del>			<del>ABANDONED</del>	14
	14 - JEWELRY AND WATCHES.						
55. 6012/0026	THE MILLENNIUM HEART & DESIGN	5/12/1998	75/483,927	9/16/2003	2,764,490	REGISTERED	20,25
	20 - Jewelry boxes not of metal						
	25 - Shirts and headwear						
<del>6012/0094</del>	<del>THE MILLENNIUM HEART &amp; DESIGN</del>	<del>11/4/1998</del>	<del>75/582,488</del>			<del>ABANDONED</del>	14,16,18 20,24,25 3
	14 - Body cream, skin cream, essential oils for personal use, body scrubs, facial cleansers, perfumes, eau de toilette, perfumed hair lotion, perfumed bath and shower gel						
	16 - Paper cups, paper plates, greeting cards, decals, playing cards, posters, albums, almanacs, engravings, stickers (stationery), mats for beer glasses, tickets, stationery, notebooks and flags of paper						
	18 - Trunks and traveling bags, luggage, handbags, purses, schoolbags, keycases of leather, briefcases, backpacks, wallets, beach bags and garment bags for travel						
	20 - Jewelry boxes not of metal, plastic card keys, plastic key rings, picture frames, hand held and furniture mirrors, pillows, soft sculpture wall decorations, plaques and towel dispensers not of metal						
	24 - Bed sheets, blankets, pillowcases, throws, towels, duvet covers, bedspreads						
	25 - Shirts, pants, dresses, sweatshirts, underwear, jackets, pants, suits, ties, scarves, swimwear, warm-up suits, vests, blouses, rainwear, shorts, jerseys, jeans, parkas, gloves, wrist bands, headbands, headwear and footwear						
	3 -						
56. 6012/0138	THE MILLENNIUM HEART & DESIGN	5/12/1998	75/979,871	12/5/2000	2,411,465	REGISTERED	14
	14 - Jewelry, watches and clocks						
<del>6012/0046</del>	<del>THE MILLENNIUM NECKLACE</del>	<del>7/6/1998</del>	<del>75/513,508</del>			<del>ABANDONED</del>	14
	14 - Jewelry and watches						
<del>6012/0047</del>	<del>THE MILLENNIUM PIN</del>	<del>7/6/1998</del>	<del>75/513,197</del>			<del>ABANDONED</del>	14
	14 - Jewelry and watches						
<del>6012/0042</del>	<del>THE MILLENNIUM RING</del>	<del>7/2/1998</del>	<del>75/513,099</del>			<del>ABANDONED</del>	14
	14 - Jewelry and watches						
<del>6012/0127</del>	<del>THE NEW WAVE</del>	<del>1/20/2000</del>	<del>75/800,833</del>			<del>ABANDONED</del>	14
	14 - JEWELRY						

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES continued . . .							
57. 6012/0216	THE NEW WAY TO SAY I LOVE YOU	7/26/2004	78/456,468			ALLOWED	14
	14 - Jewelry; precious and semi-precious gemstones; and watches						
58. 6012/0166	THE PEARL ENSEMBLE	2/14/2003	76/489,590			ALLOWED	14
	14 - Jewelry containing pearls						
59. 6012/0184	THE RIGHT HAND ENSEMBLE	8/6/2003	76/538,362			ALLOWED	14
	14 - Jewelry						
60. 6012/0180	THE RUBY ENSEMBLE	5/2/2003	76/516,899			ALLOWED	14
	14 - Jewelry containing rubies						
61. 6012/0178	THE SAPPHIRE ENSEMBLE	5/2/2003	76/516,851			ALLOWED	14
	14 - Jewelry containing sapphires						
<del>6012/0178</del>	<del>THE SEAMLESS GOLD</del>	<del>2/5/1998</del>	<del>74/025,627</del>			<del>ABANDONED</del>	14
	14 - JEWELRY.						
62. 6012/0177	THE SWEETHEART ENSEMBLE	5/2/2003	76/516,852			ALLOWED	14
	14 - Jewelry						
63. 6012/0173	THE WEDDING ENSEMBLE	2/14/2003	76/489,583			ALLOWED	14
	14 - Jewelry						
<del>6012/0211</del>	<del>THE WORLD'S GREATEST SAPPHIRES</del>	<del>6/10/2004</del>	<del>78/433,047</del>			<del>ABANDONED</del>	14
	14 - Jewelry; precious and semi-precious gemstones; watches						
<del>6012/0095</del>	<del>TWO HEART DESIGN</del>	<del>11/4/1998</del>	<del>75/582,486</del>			<del>ABANDONED</del>	16,18,20 24,25,3
	16 - Paper cups, paper plates, greeting cards, decals, playing cards, posters, albums, almanacs, engravings, stickers, (stationery), mats for beer glasses, tickets, stationery, notebooks and flags of paper						
	18 - Trunks and traveling bags, luggage, handbags, purses, school bags, key cases of leather, briefcases, backpacks, wallets, beach bags and garment bags for travel						
	20 - Jewelry boxes not of metal, plastic card keys, plastic key rings, picture frames, hand held and furniture mirrors, pillows, soft sculpture wall decorations, plaques						
	24 - Bed sheets, blankets, pillowcases, throws, towels, duvet covers, bedspreads						
	25 - Shirts, pants, dresses, sweatshirts, underwear, jackets, pants suits, ties, scarves, swim wear, warm-up suits, vests, blouses, rain wear shorts, jerseys, jeans, parkas, gloves, wrist bands, headbands, head wear and footwear						
	3 - Body cream, skin cream, essential oils for personal use, body scrubs, facial cleansers, perfumes, eau de toilette, perfumed hair lotion, perfumed bath and shower gel						
64. 6012/0196	UNFORGETTABLE	1/6/2004	78/348,337			ALLOWED	14
	14 - Jewelry						
<del>6012/0120</del>	<del>VALENTINE 2000 (STYLIZED)</del>	<del>8/20/1999</del>	<del>75/781,116</del>			<del>ABANDONED</del>	14
	14 - Jewelry						
<del>6012/0203</del>	<del>VENETIAN CLOVER</del>	<del>1/21/2004</del>	<del>78/355,029</del>			<del>ABANDONED</del>	14
	14 - Jewelry; precious and semi-precious gemstones; watches						
65. 6012/0231	WHAT HAVE YOU DONE FOR YOU LATELY	5/26/2005	78/637,876			PENDING	014,035
	014 - JEWELRY AND GEMSTONES.						
	035 - ADVERTISING SERVICES, FOR THIRD PARTIES, IN CONNECTION WITH THE COMMERCIALIZATION AND SALE OF JEWELRY, CREATION OF MARKETING TOOLS DESIGNED TO INCREASE A CLIENT COMPANY'S KNOWLEDGE OF CUSTOMER NEEDS AND ITS COMPETITORS PRODUCTS PRICING, ADVERTISING STRATEGY AND SALES STRATEGY, COOPERATIVE ADVERTISING AND MARKETING AND DISSEMINATION OF ADVERTISING MATERIALS.						
66. 6012/0219	WORLD PALLADIUM COUNCIL	9/30/2004	78/492,276			PENDING	014
	014 - JEWELRY						
67. 6012/0225	WORLD PALLADIUM COUNCIL	10/13/2004	78/499,271			PENDING	16
	16 - Publications, namely magazines, newsletters and brochures						



	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
68. UNITED STATES continued . . . 6012/0230 XENON 14 - Jewelry and watches	5/11/2005	78/627,487			PENDING	14
69. 6012/0014 XENON & DESIGN 14 - WATCHES. a - 1ST USE/COMM: 12/21/1993	2/26/1993	74/362,320	10/11/1994	1,858,150	REGISTERED	14,a

END OF REPORT

TOTAL ITEMS SELECTED = 146