

**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
Coleman Company		01/28/2008	CORPORATION: SOUTH DAKOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	BankWest, Inc.
<b>Street Address:</b>	709 Main Street
<b>City:</b>	Rapid City
<b>State/Country:</b>	SOUTH DAKOTA
<b>Postal Code:</b>	57701
<b>Entity Type:</b>	CORPORATION: SOUTH DAKOTA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2735532	STONEFORM JEWELRY COLLECTION
Registration Number:	1900576	ORIGINAL DAKOTA GOLD BLACK HILLS GOLD JEWELRY
Registration Number:	1882924	DAKOTA ROSE
Registration Number:	2227698	AMERICAN HERITAGE BLACK HILLS GOLD JEWELRY
Registration Number:	1613751	C.CO
Registration Number:	2898516	BLACK HILLS GOLD

**CORRESPONDENCE DATA**

**Fax Number:** (605)721-1518  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 605-721-1517  
**Email:** katherineyoung@clsglawoffice.com  
**Correspondent Name:** Courtney R. Clayborne  
**Address Line 1:** 2834 Jackson Blvd, Suite 201  
**Address Line 4:** Rapid City, SOUTH DAKOTA 57702

OP \$165.00 2735532

NAME OF SUBMITTER:	Karie Kennedy
Signature:	/KarieKennedy/
Date:	02/14/2008

**Total Attachments: 11**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement is made this 28th day of January, 2008, by the Coleman Company, a South Dakota corporation, having its principal office at 5125 Highway 16 South, Rapid City, South Dakota, 57701 (the "Grantor"), in favor of BankWest, Inc., a qualified banking association, located at 709 Main Street, Rapid City, South Dakota, 57701 (the "Bank").

### RECITALS

A. The Grantor owns the patents and trademarks and patent and trademark applications listed in Schedules A and B annexed to this Security Agreement.

B. The Grantor, certain of its affiliates and the Bank are parties to a certain Loan and Security Agreement dated on or about the date of this Security Agreement (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Loan Documents"), which Loan Documents provide for, among other things, (i) the Bank from time to time to extend credit to or for the account of the Grantor, and (ii) the grant by the Grantor to the Bank of a security interest in certain of the Grantor's assets, including but not limited to its patents and trademarks and patents and trademark applications.

Now, therefore, in consideration of the premises set forth in this Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor agrees as follows:

### SECTION ONE.

#### INCORPORATION OF LOAN DOCUMENTS

The Loan Documents and the terms and provisions thereof are incorporated in this Security Agreement in their entirety by this reference. All terms capitalized but not otherwise defined in this Security Agreement shall have the same meanings in this Security Agreement as in the Loan Agreement.

### SECTION TWO.

#### GRANT AND REAFFIRMATION OF GRANT OF SECURITY INTERESTS

To secure the complete and timely payment and satisfaction of the Obligations, the Grantor hereby grants to the Bank, and hereby reaffirms its prior grant pursuant to the Loan Documents of, a continuing security interest in the Grantor's entire right, title, and interest in and to (a) all domain names, together with all contracts, agreements, licenses, and registrations relating thereto, and (b) all of its now owned or existing and hereafter acquired or arising patents, trademarks, trade names, corporate names, company names, business names, fictitious business

**TRADEMARK**

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names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including but not limited to the patents and trademarks and applications listed in Schedules A and B attached to this Security Agreement and made a part of this Security Agreement and the patents and trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including but not limited to damages and payments for past, present, and future infringements of any of the foregoing and the right to sue for past, present, and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks.

SECTION  
THREE.

WARRANTIES AND REPRESENTATIONS

To induce the Bank to enter into the Loan Agreement and to extend the loans and other financial accommodations provided for therein, the Grantor warrants and represents that:

A. No registered Patent or Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Patent or Trademark is presently subsisting;

B. The Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each Patent and Trademark, free and clear of any liens, charges and encumbrances, including but not limited to shop rights and covenants by the Grantor not to sue third persons except for Permitted Liens;

C. The Grantor has no notice of any suits or actions commenced or threatened with reference to any Patent or Trademark except as disclosed in the Loan Agreement and related schedules thereto; and

D. The Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

SECTION  
FOUR.

RESTRICTIONS ON FUTURE AGREEMENTS

The Grantor agrees that until the Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, the Grantor shall not, without the prior written consent of the Bank, sell or assign its interest in any Patent or Trademark or enter into any other agreement with respect to any Patent or Trademark which would affect the validity or enforcement of the rights transferred to the Bank under this Security Agreement.

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SECTION  
FIVE.  
NEW PATENT AND TRADEMARKS

The Grantor represents and warrants that, based on a diligent investigation by the Grantor, the Patents and Trademarks listed in Schedules A and B constitute all of the federally registered Patents and Trademarks, and federal applications for registration of Patents and Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by the Grantor. If, before the Obligations shall have been satisfied in full or before the Loan Documents have been terminated, the Grantor shall (a) become aware of any existing registered Patents or Trademarks of which the Grantor has not previously informed the Bank, or (b) become entitled to the benefit of any registered Patents or Trademarks, which benefit is not in existence on the date of this Security Agreement, the provisions of this Security Agreement above shall automatically apply thereto and the Grantor shall give to the Bank prompt written notice thereof. The Grantor authorizes the Bank to modify this Security Agreement by amending Schedules A and B, as necessary to include any such Patents or Trademarks.

SECTION  
SIX.  
TERM

The term of this Security Agreement shall extend until the payment in full of all Obligations and the termination of the Loan Documents. The Grantor agrees that following the occurrence and during the continuance of an Event of Default under the Loan Agreement, the use by the Bank of all Patents and Trademarks shall be without any liability for royalties or other related charges from the Bank to the Grantor.

SECTION  
SEVEN.  
RELEASE OF SECURITY AGREEMENT

This Security Agreement is made for collateral purposes only and affects no present transfer of title as to any Patents or Trademarks. Upon payment in full of all Obligations and termination of the Loan Documents, the Bank shall take execute and deliver such documents and take such actions as may be reasonably necessary or proper to terminate the security interests created hereby and pursuant to the Loan Documents.

SECTION  
EIGHT.  
EXPENSES

All reasonable expenses incurred in connection with the performance of any of the agreements set forth in this Security Agreement shall be borne by the Grantor. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and legal expenses, incurred by the Bank in connection with the filing or recording of any documents (including all

taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents or Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Patents or Trademarks, shall be borne by and paid by the Grantor and until paid shall constitute Obligations.

SECTION  
NINE.  
DUTIES OF GRANTOR

The Grantor shall have the duty (a) to file and prosecute diligently any patent or trademark applications pending as of the date of this Security Agreement or hereafter until the Obligations shall have been paid in full and the Loan Documents have been terminated; (b) to preserve and maintain all rights in the Patents and Trademarks, as commercially reasonable; and (c) to ensure that the Patents and Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Obligations under this Section Ten shall be borne by the Grantor.

SECTION  
TEN.  
BANK'S RIGHT TO SUE

After the occurrence of an Event of Default that is continuing, the Bank shall have the right, but shall in no way be obligated, to bring suit in its own name, or in the name of the Grantor, to enforce the Patents and Trademarks and, if the Bank shall commence any such suit, the Grantor shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement and the Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all costs and expenses incurred by the Bank in the exercise of its rights under this Section Ten.

SECTION  
ELEVEN.  
WAIVERS

No course of dealing between the Grantor and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege under this Security Agreement or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Security Agreement or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SECTION  
TWELVE.  
SEVERABILITY

The provisions of this Security 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 Security Agreement in any jurisdiction.

SECTION  
THIRTEEN.  
MODIFICATION

This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section Five of this Security Agreement or by a writing signed by the parties to this Security Agreement.

SECTION  
FOURTEEN.  
CUMULATIVE REMEDIES; POWER OF ATTORNEY;  
EFFECT ON LOAN DOCUMENTS

All of the Bank's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. The Grantor authorizes the Bank after the occurrence of an Event of Default that is continuing, to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its sole discretion, as the Grantor's true and lawful attorney-in-fact, with power to: (a) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Bank in the use of the Patents and Trademarks; (b) grant or issue any exclusive or nonexclusive license under the Patents or Trademarks to anyone; or (c) assign, pledge, convey or otherwise transfer title in or dispose of the Patents or Trademarks to anyone. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done in accordance with the terms of this Security Agreement, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Loan Documents have been terminated. The Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state of South Dakota.

SECTION  
FIFTEEN.  
BINDING EFFECT; BENEFITS

This Security Agreement shall be binding upon be binding upon and shall inure to the benefit of the Grantor and the Bank, and their respective successors, nominees and assigns.

SECTION  
SIXTEEN.  
GOVERNING LAW

This Security Agreement shall be governed by and construed in accordance with the laws of the state of South Dakota and applicable federal law.

SECTION  
SEVENTEEN.  
HEADINGS

Section headings used in this Security Agreement are for convenience only and shall not modify the provisions which they precede.

SECTION  
EIGHTEEN.  
FURTHER ASSURANCES

The Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Bank shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth in this Security Agreement. Bank may record this Security Agreement, an abstract thereof, or any other document describing Bank's interest in the Patents and Trademarks with the U.S. Patent and Trademark Office, at the expense of the Grantor. In addition, the Grantor authorizes Bank to file financing statements describing the Patents and Trademarks in any U.C.C. filing office deemed appropriate by Bank. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to any one or more of the Patents or Trademarks, the Grantor shall immediately notify Bank in a writing signed by the Grantor of the brief details thereof and grant to the Bank in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and substance satisfactory to the Bank.

SECTION  
NINETEEN.  
SURVIVAL OF REPRESENTATIONS

All representations and warranties of the Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Documents.



The Grantor has executed this Security Agreement as of the date first written above.

COLEMAN COMPANY

BY: Dwight A. Sobczak  
DWIGHT A. SOBCZAK  
PRESIDENT

AND

BY: Dwight A. Sobczak, Jr.  
DWIGHT A. SOBCZAK, JR.,  
SECRETARY/TREASURER

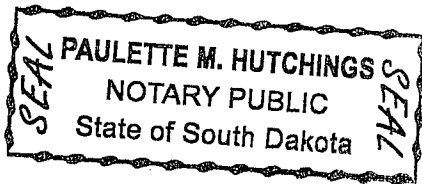
State of South Dakota     )  
  )  
County of Pennington     )

On this 28 day of January, 2008, before me, the undersigned notary public, personally appeared Dwight A. Sobczak and Dwight A. Sobczak, Jr. known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Paulette M. Hutchings  
Notary Public  
My Commission Expires: 2.8.2010

(SEAL)



BANKWEST

BY: *[Signature]*  
JACK E. LYNASS,  
REGIONAL PRESIDENT

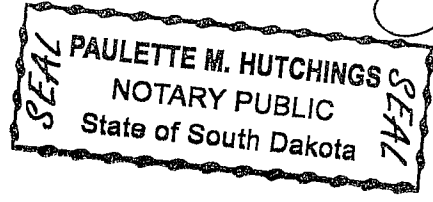
State of South Dakota     )  
  )  
County of Pennington     )

On this 28 day of January, 2008, before me, the undersigned notary public, personally appeared *Jack E. Lynass* known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Paulette M. Hutchings*

Notary Public  
My Commission Expires: 2/22/10



(SEAL)

## EXHIBIT A

Patent No.	Patent	Issue Date	Expiration Date
4,781,049	Apparatus for creating florentine pattern on gold strip	11/1/1988	11/1/2005
4,868,961	Apparatus for Engraving Vein Cuts	9/26/1989	1/20/2007
4,785,647	Method and Apparatus for Sizing Rings	11/22/1988	11/22/2005
5,131,243	Adjustable Finger Ring	7/21/1992	7/21/2009
D355,104	Ornamental design for a jewelry finding	4/27/1993	4/24/2007
339,762	Ornamental design for a jewelry finding	9/28/1993	4/25/2007
D335,264	Ornamental design for a jewelry finding	5/4/1993	5/1/2007
D335,471	Ornamental design for a jewelry finding	5/11/1993	5/8/2007
D368,672	Ornamental design for a jewelry bale	4/9/1996	4/9/2010
D368,870	Ornamental design for a jewelry connecting link	4/16/1996	4/16/2010

## EXHIBIT B

Trademark or Tradename No.	Trademark or Tradename	Application Date	Date Registered
2,735,532	Stoneform Jewelry Collection	4/8/2002	7/8/2003
1,900,576	Original Dakota Gold Black Hills Gold Jewelry	1994	6/20/1995
1,882,924	Dakota Rose	5/7/1994	3/7/1995
2,227,698	Black Hills Gold (and Design)	10/12/1993	
1,613,751	C. CO	12/26/1989	9/18/1990
76/217,114	Black Hills Gold & Design	10/9/1997	3/2/1999

EXHIBIT B ADDENDUM

The Trademark Number listed on Exhibit B for Black Hills Gold & Design Dated 03-02-99 is actually the serial number for that particular Trademark. Serial numbers would be used for trademarks that are "pending" which is not the case for the purposes of this assignment.

The REGISTRATION NUMBER (active) of that Trademark is as follows:

2898516

This Addendum is attached to the Security Agreement for purposes of Assignment and Clarification of the Trademark.