

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frederick Goldman, Inc.		09/24/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association, as collateral agent		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	1505791	B	
Registration Number:	2995582	CA	
Registration Number:	2537275	CELEBRATION TREASURES	
Registration Number:	2375729	CHAPELFIELDS	
Registration Number:	0818647	CHERISHED	
Registration Number:	0661909	COLUMBIA	
Registration Number:	2219065	D	
Registration Number:	2475829	DC	
Registration Number:	0231686	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

900175677

TRADEMARK
 REEL: 004310 FRAME: 0196

Registration Number:	1351611	GOLDMAN
Registration Number:	0214411	LOHENGRIN
Registration Number:	0501224	LOHENGRIN
Registration Number:	0621276	LOHENGRIN
Registration Number:	2667787	"LOVE ALWAYS..."
Registration Number:	3033454	LYRIC
Serial Number:	76620996	MARRY HIM ALL OVER AGAIN
Serial Number:	78614738	
Registration Number:	0214412	
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:	0277153	KEEPSAKE
Registration Number:	1892645	KEEPSAKE
Registration Number:	1356522	KPS

CORRESPONDENCE DATA

Fax Number: (860)275-8299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 860-275-8285

Email: jscheib@rc.com

Correspondent Name: Jacqueline P. Scheib

Address Line 1: 280 Trumbull Street

Address Line 2: Robinson & Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Jacqueline P. Scheib
Signature:	/Jacqueline P. Scheib/
Date:	11/04/2010

Total Attachments: 13

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SECURITY AGREEMENT
FOR
TRADEMARKS AND TRADENAMES

SECURITY AGREEMENT FOR TRADEMARKS AND TRADENAMES made as of the 24 day of September, 2010, 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 collateral agent for itself and for **STANDARD CHARTERED BANK** with an office at One Madison Avenue, New York, New York 10010 ("**Standard Chartered**") (together, HSBC and Standard Chartered are hereinafter sometimes referred to as the "**Lenders**" and individually as a "**Lender**") (in such capacity as collateral agent, HSBC is hereinafter sometimes referred to as the "**Collateral 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 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 any of the HSBC Loan and Consignment Agreement (hereinafter defined), the Standard Chartered 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 Collateral 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 Loan and Consignment Agreement of even date herewith by and between the Debtor and HSBC (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 Loan and Consignment Agreement**"), and each of the security agreements, guaranty agreements, pledge agreements and any and all other documents, instruments or agreements now or hereafter securing or providing collateral for, or evidencing, the obligations of the Borrower under the HSBC Loan and Consignment Agreement, or executed in connection therewith including, without limitation, that certain Secured Promissory Note of the Debtor of even date herewith issued to HSBC in the maximum principal amount of **TEN MILLION DOLLARS (\$10,000,000)** (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "**HSBC Note**") and any ISDA Master Agreement now or hereafter entered into between the Borrower and HSBC; and

(b) that certain Loan and Consignment Agreement of even date herewith by and between the Debtor and Standard Chartered (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "**Standard Chartered Loan and Consignment Agreement**" and together with the HSBC Loan and Consignment Agreement, the "**Loan and Consignment Agreements**"), and each of the security agreements, guaranty agreements, pledge agreements and any and all other documents, instruments or agreements now or hereafter securing or providing collateral for, or evidencing, the obligations of the Borrower under the Standard Chartered Loan and Consignment Agreement or executed in connection therewith including, without limitation, that certain Secured Promissory Note of the Debtor of even date herewith issued to Standard Chartered in the maximum principal amount of **TEN MILLION DOLLARS (\$10,000,000)** (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "**Standard Chartered Note**") and any ISDA Master Agreement now or hereafter entered into between the Borrower and Standard Chartered.

"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 HSBC 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 Collateral 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 Collateral 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 Collateral 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

Collateral 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 Agreements. Debtor will permit the Collateral Agent reasonable access to Debtor's facilities at all reasonable times in accordance with the Loan and Consignment Agreements 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 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 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 Debtor and Collateral 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 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) 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 Collateral Agent, in its sole discretion, and such payments made by Collateral Agent to become the obligation 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.

11. Debtor shall have the duty, through counsel reasonably 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. The Collateral Agent, as Collateral 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 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 proper documents required by Collateral Agent in aid of such enforcement and Debtor shall promptly, following 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.

14. 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.

15. 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.

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 Agreements.

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 COLLATERAL AGENT AND THE LENDERS TO ACCEPT THIS AGREEMENT.

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

WITNESS:

FREDERICK GOLDMAN, INC.

Sarina L. Engel

By: 

Title: President

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

HSBC BANK USA, NATIONAL ASSOCIATION,
as Collateral Agent

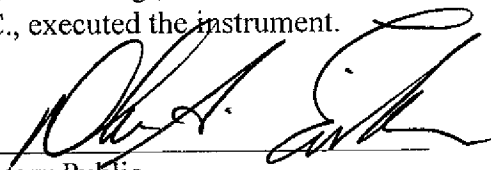
By: 

Title: VP

Address: 452 Fifth Avenue
New York, New York 10018

STATE OF NEW YORK
COUNTY OF NEW YORK

On the 22ND day of September, 2010, 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.


Notary Public

My commission expires:

DEBRA A. ENMORN
Notary Public, State of New York
No. 01E14995889
Qualified in New York County
Commission Expires May 4, 2012

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 23rd day of September, 2010, before me personally appeared the above-named John Regan, Vice President of HSBC Bank USA, National Association, to me known and known by me to be the person executing the foregoing instrument on behalf of said HSBC Bank USA, National Association, and he acknowledged said instrument so executed to be his free act and deed and the free act and deed of HSBC Bank USA, National Association.



Notary Public

My commission expires: 9/10/14

SCHEDULE A

TRADEMARK APPLICATIONS, TRADEMARKS, SERVICEMARKS, AND
TRADENAMES

UPDATE

Trademark	(Application Number) Registration Number
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

Trademark	(Application Number) Registration Number
PLATINUM SPORTS	(76/647,184)
THE FIFTH C - CONFIDENCE	2,412,863
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

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 (hereinafter defined).

Trademark License Agreement dated as of September 1, 2001, by and between Commemorative Brands, Inc. and Debtor

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

SCHEDULE C

DISCLOSURE SCHEDULE

2.(a) None.

2.(b) None.

2.(c) None.

2.(d) None.

2.(e) None.

2.(f) None.

2.(g) None.