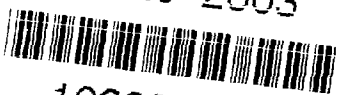


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03-25-2003



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Form PTO-1595 (Rev. 03/01)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002) Tab settings =>>>

3-19-03

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

a. PACO JEWELLERY LTD.
b. NATAN GOLDMAN
c. EITAN RAVIV

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: a. K.R. DIAMONDS LTD.
b. MIKI RIESENBERG
c. GIL KLONSKY

Internal Address:

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other **Correction to assignees address previously recorded at reel 013403 frame 0166**

Execution Date: August 22, 2002

Street Address: Diamond Exch. Bldg., Maccabi, Jabotinsky St. Suite 1732

City: Ramat-Gan State: Israel Zip: 52520

Additional name(s) & address (es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent Design No.(s)
D 460,379

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Eitan, Pearl, Latzer & Cohen Zedek, LLP.

Internal Address:

03/24/2003 6TOM11 00000079 502526 D460379
01 FC:8021 40.00 CH

Street Address: 10 Rockefeller Plaza
Suite 1001

City: New York State: NY Zip: 10020

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-2526

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Guy Yonay Name of Person Signing [Signature] Signature March 10, 2003 Date

Total number of pages including cover sheet, attachments, and documents: 10

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

PATENT REEL: 013862 FRAME: 0920

10/21/02



10-25-2002



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

a. PACO JEWELLERY LTD.
 b. NATAN GOLDMAN
 c. EITAN RAVIV

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

a. K.R. DIAMONDS LTD.
 Name: b. MIKI RIESENBERG
 c. GIL KLONSKY

Internal Address:

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Exclusive License

Execution Date: August 8, 2002

Street Address: Diamond Exch. Bldg., Maccabi,
Jabotinski St. Suite 1732

City: Ramat-Gan State: Israel Zip: 52520

Additional name(s) & address (es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent Design No.(s)
D 460,379

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Eitan, Pearl, Latzer & Cohen-Zedek

Internal Address:

Street Address: One Crystal Park, Suite 210
2011 Crystal Drive

City: Arlington State: VA Zip: 22202-3709

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

Enclosed
 Authorized to be charged to deposit account

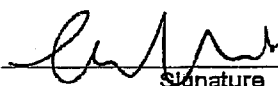
B. Deposit account number:
05-0649

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Caleb Pollack  October 21, 2002
 Name of Person Signing Signature Date

10/24/2002 DBYRNE: 00000174 050649 0460379
 Total number of pages including cover sheet, attachments, and documents: 8

01 FC:8021 40.00 CH Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

PATENT REEL: 013862 FRAME: 0921

EXCLUSIVE LICENSE AGREEMENT

THIS EXCLUSIVE LICENSE AGREEMENT (this "Agreement"), made and entered into this 22 day of 8, 2002 (the "Effective Date"), by and between PACO JEWELLERY LTD. with offices at 17. Harakun Str. Ramat Gan, Israel ("Paco"), Mr. Natan Goldman ID#44312841 ("Natan"), Mr. Eitan Raviv ID# 30594600 of ("Eitan") and between K.R. DIAMONDS LTD. with offices at Diamond Exch. Bldg. Maccabi 1, Jabotinsky St., Suite 1732, Ramat Gan 52520, Israel ("K.R."), Mr. Miki Riesenbergr ID# 55639108 ("Miki") and Mr. Gil Klonsky, ID# 5154844 ("Gil").

(Paco, Natan and Eitan shall be referred to, jointly and severally as "Licensor")
(K.R., Miki and Gil shall be referred to, jointly and severally as "Licensee")

Whereas Licensor is the owner of the Design Patents, as defined below; and

Whereas Licensee wishes to obtain an exclusive license to use the Design Patent and Licensor agrees to grant such license to Licensee, upon the terms and conditions set forth herein;

Now therefore, it is agreed, declared and stipulated between the parties as follows:

1. Definitions:

In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth opposite each one of them:

1.1. "Confidential Information" - any proprietary information of either party, designated as confidential by such party or of a confidential nature, including but not limited to, all designs, concepts, scientific, algorithmic and structural information; information related to the Design Patents; manufacturing information and information of a business and commercial nature, such as financial and marketing information, disclosed in any form or medium whatsoever. Confidential Information shall not include information which: (a) is in, or enters, the public domain other than due to a breach of this Agreement; (b) was known to the Receiving Party prior to the disclosure thereof; (c) is legally transmitted or disclosed to the Receiving Party by a third party which owes no obligation of confidentiality to the Disclosing Party; or (d) is required to be disclosed under applicable law.

1.2. "Design Patent(s)" - (i) United States Design Patent No. US 0460,379 S issued on 16/3/02 and titled "Invisible Setting of Precious and Semi-Precious; (ii) Israeli design Patent Application No. _____ [34368], filed on November 14, 2000, titled "Maonting of Flawer"; (iii) Israeli design Patent Application No. _____ [34369], filed on November 14, 2000, titled "Maonting of Flaws; and any and all original and reissued Design and Design Patents granted thereof, all divisions, continuations, continuations-in-part, reissues, reexaminations, extensions, supplementary protection certificates national and foreign counterparts thereof.

1.3. "Licensed Features" - any object, feature, shape, form, design, appearance or otherwise, which in absence of the license granted herein, would meet the limitations of one or more claims of the Design Patents.

1.4. "Net Sales" - means the gross amount received from the sale, lease or any other use or disposal of Licensed Features, less: (a) excise taxes, VAT, freight, discounts and allowances actually shown on the invoice and (b)

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REEL: 013862 FRAME: 0922

actual Licensed Features returns and allowances as supported by credit memoranda actually issued to the customer. Such amounts shall be determined from the books and records of the seller maintained in accordance with generally accepted accounting principles, consistently applied. No other costs incurred in the manufacturing, selling, advertising and distribution of Licensed Features shall be deducted. It is agreed that this gross amount will be no less than the market value of the Licensed Feature in an arm's length transaction.

2. License

2.1. Licensor hereby grants Licensee an exclusive, worldwide license under the Design Patent to use, offer for sale, sell, have sold, manufacture, import, export and otherwise dispose the Licensed Features. This license is not transferable, nor is it assignable nor sub-licensable.

~~2.2.~~

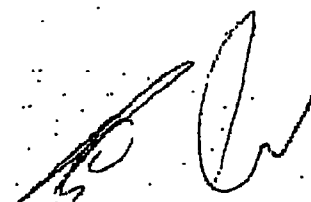
CONFIDENTIAL

2.3. Licensor alone, and not through any affiliate or third party, shall continue to have the right to commercialize and exploit the Licensed Features worldwide.

~~2.4.~~

CONFIDENTIAL

~~2.5.~~



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized corporate officers as of the day and year first above written.

PACO JEWELLERY LTD. PACO JEWELLERY LTD. TEL: 5723-7513314		KR DIAMONDS LTD. KR DIAMONDS LTD. 51-155813-2	
By:	<i>Eitan Raviv</i>	By:	<i>MICHAEL Riesenbergy</i>
Title:	<i>EITAN RAVIV</i>	Title:	<i>President</i>
Date:	<i>22.8.02</i>	Date:	<i>22/8/02</i>

<i>[Signature]</i>		<i>[Signature]</i>	
Mr. Natan Goldman	<i>22/08/02</i>	Mr. Gil Klonsky	<i>22/8/02</i>
Date:	<i>22/08/02</i>	Date:	<i>22/8/02</i>

<i>[Signature]</i>		<i>[Signature]</i>	
Mr. Eitan Raviv	<i>22/8/2002</i>	Mr. Miki Riesenbergy	<i>22/8/02</i>
Date:	<i>22/8/2002</i>	Date:	<i>22/8/02</i>

[Handwritten signature]