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02-01-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

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OPR/FINANCE

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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b>		<b>Conveyance Type</b>	
<input type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year _____
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input checked="" type="checkbox"/> Other	Release Security Interest

**Conveying Party**  Mark if additional names of conveying parties attached

Name Foothill Capital Corporation Execution Date  
Month Day Year 11 10 99

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization California

**Receiving Party**  Mark if additional names of receiving parties attached

Name Michael Anthony Jewelers, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 115 S. MacQuesten Parkway

Address (line 2) \_\_\_\_\_

Address (line 3) Mount Vernon New York 10550-1724  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/31/2000 DNGUYEN 00000115 1725467  
40.00 OP  
250.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002021 FRAME: 0044

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1725467"/>	<input type="text" value="1231823"/>	<input type="text" value="1030757"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1687788"/>	<input type="text" value="1061629"/>	<input type="text" value="1023720"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1542444"/>	<input type="text" value="1034791"/>	<input type="text" value="1023719"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Rita A. Martin-Crowley  
Name of Person Signing

Rita A. Martin-Crowley  
Signature

1/5/00  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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<input type="text" value="586133"/>	<input type="text"/>	<input type="text"/>
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Exhibit 1

	<u>Reel/Frame</u>	<u>Serial #</u>	<u>Registration #</u>
T & C	1053/0443	74-150652	1725467
Anju	1053/0043	74-095465	1687788
T & C (and Design)	1053/0043	73-750407	1542444
VG	1053/0043	73-364574	1231823
Diamond Partner	1053/0043	73-087811	1061629
FO	1053/0043	73-048085	1034791
LI	1053/0043	73-042467	1030757
Love Lace	1053/0043	73-016984	1023720
FIDCO	1053/0043	73-016823	1023719
Forever Together	1053/0043	71-618489	586133
Beauti-Glo	1053/0043	71-617021	586853

**RELEASE**

THIS RELEASE is made as of the 10th day of November, 1999 by **FOOTHILL CAPITAL CORPORATION** ("Foothill") and **NEWSTART FACTORS, INC.** ("NewStart") in favor of **MICHAEL ANTHONY JEWELERS, INC.** ("MAJ"), as assignee of **TOWN & COUNTRY FINE JEWELRY GROUP, INC.** (the "Grantor").

WHEREAS, pursuant to the terms of a Trademark Collateral Assignment dated as of May 14, 1993 (the "Collateral Assignment") between Grantor and Foothill, as Collateral Agent, Grantor mortgaged, pledged, and granted to Foothill a security interest in, among other things, the registered trademarks and trademark applications set forth on the attached Schedule A hereto (the "Trademark Collateral"); and

WHEREAS, the Collateral Assignment was recorded in the United States Patent and Trademark Office ("USPTO") on September 17, 1993 at Reel/Franc No. 1053/0043;

WHEREAS, in accordance with an order of the United States Bankruptcy Court for the District of Massachusetts, the Grantor sold the Trademark Collateral free and clear of the Collateral Assignment to MAJ pursuant to an Asset Purchase Agreement dated as of March \_\_, 1999 between Grantor and MAJ (the "Sale");

WHEREAS, pursuant to an Assignment and Acceptance Agreement dated as of August 20, 1999, Foothill assigned all of its rights and obligations as Collateral Agent under various agreements, including the Trademark Collateral Assignment, to NewStart (the "Assignment");

WHEREAS, notwithstanding the Assignment, the records of the USPTO reflect Foothill as the secured party of record with respect to the Trademark Collateral; and

WHEREAS, the parties hereto are desirous of executing a document for recordation in the USPTO in furtherance of, and confirming, the Sale.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Foothill and NewStart hereby remise, release and relinquish all interest in and to the Trademark Collateral to MAJ.
2. It is agreed and understood that (a) Foothill is executing this Release solely because Foothill remains the secured party of record with respect to the Trademark Collateral and (b) Foothill's execution of this Release is incidental to, and part of, the Assignment.

3. This Release may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Foothill and NewStart have caused this Release to be duly executed by an officer as of the date and year first above written.

FOOTHILL CAPITAL CORPORATION

By: 

Title: VICE PRESIDENT

NEWSTART FACTORS, INC.

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

Title: \_\_\_\_\_

Agreed and Accepted:

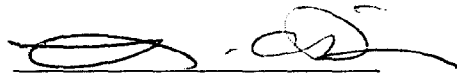
MICHAEL ANTHONY JEWELERS, INC.

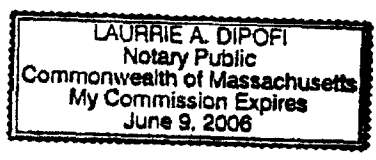
By: 

Title: COFO

STATE OF Massachusetts  
COUNTY OF SUFFOLK ) SS

On the 30 day of November, 1999, before me personally came Anthony Aloi, to me known, who being by me duly sworn, did depose and say that he/she resides at 21 Summer Street Gloucester, MA; that he/she is a vice president of Foothill Capital Corporation, the corporation described in and which accepted and agreed to the foregoing instrument; and that he/she signed his name thereto by authority of the board of directors of said corporation.

  
Notary Public



3. This Release may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Foothill and NewStart have caused this Release to be duly executed by an officer as of the date and year first above written.

FOOTHILL CAPITAL CORPORATION

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

Title: \_\_\_\_\_

NEWSTART FACTORS, INC.

By: *John B...*  
Title: President

Agreed and Accepted:

MICHAEL ANTHONY JEWELERS, INC.

By: *Allan C...*  
Title: CFO