

02/04/00
RE

03-22-2000

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1594
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)



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Tab settings

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attached original documents or copy thereof.

1. Name of conveying party(ies):
 Michael Anthony Jewelers, Inc.
 115 South MacQuesten Parkway
 Mount Vernon, New York 10550

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (NEW YORK)
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 17, 1999

2. Name and address of receiving party(ies)

Name: M.A. Brands, Inc.

Internal Address: _____

Street Address: 115 South MacQuesten Parkway

City: Mount Vernon State: NY ZIP: 10550

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State (Delaware)
 Other _____

If assigner is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

RECEIVED
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OPR/FINANCE

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

A. Trademark Application No.(s)
 SEE ATTACHED LIST

B. Trademark Registration No.(s)
 SEE ATTACHED LIST

Additional numbers attached? Yes No

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

Name: Patricia J. Igoe, Esq.

Internal Address: Nixon Peabody LLP

Street Address: ONE CITIZENS PLAZA

City: PROVIDENCE State: RI ZIP: 02903

6. Total number of applications and registrations involved: 43

7. Total fee (37 CFR 3.41) \$ 1,090.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

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

03/20/2000 BCDATES 00000040 1267092

DO NOT USE THIS SPACE

01 FC:481
02 EC:482

40.00 DP
1050.00 DP

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.

Patricia J. Igoe, Esq.
 Name of Person Signing

Signature

1/28/00
 Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK
 REEL: 002041 FRAME: 0869

EXHIBIT A**TO SECURITY AGREEMENT (TRADEMARKS AND SERVICE MARKS)**

As Of December 17, 1999

U.S. TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Date Registered</u>	<u>Trademark</u>
1,267,092	02/14/84	MA (stylized)
1,686,298	05/12/92	Maurice Katz
1,478,629	03/01/88	Michael Anthony
865,735	03/04/69	BC
1,980,669	06/18/96	Cast of Characters
1,427,454	02/03/87	Goldengram
1,363,285	10/01/85	Jardinay
1,962,889	03/19/96	Lave Leaf
2,230,006	03/09/99	Marc Anton (watches only)
1,641,205	04/16/91	Michael Anthony (stylized)
2,165,703	06/16/98	Michael Anthony (script)*
2,169,404	06/30/98	Michael Anthony*
2,165,702	06/16/98	Michael Anthony...The Name America Trusts, the Jewelry America Wears
2,157,877	05/12/98	Premium Rope
1,864,293	11/22/94	Scoreboard
2,160,337	05/26/98	Spirit of the Team!
2,271,996	08/24/99	Team Gold
1,964,798	03/26/96	The American Rope
2,036,086	02/04/97	The Angelic Alphabet
2,052,687	04/15/97	The Everything Rope
2,077,204	07/08/97	The Golden Name Collection
2,251,460	06/08/99	The Name is Everything
2,159,239	05/19/98	The Ultimate Rope
2,180,415	08/11/98	MA (stylized)
2,294,137	11/23/99	The White Satin Collection
2,291,106	11/09/99	Personalized Memories

<u>Application Serial No.</u>	<u>Date of Application</u>	<u>Trademark</u>
75/715,999	05/27/99	USA Gold by Michael Anthony
75/607,096	12/17/98	Angel Prayer
75/607,095	12/17/98	Rope 2000
75/700,901	05/07/99	Millenium Promise
74/662,566	02/07/97(Date Abandoned)	Expressions of Love
75/116,431	08/24/98(Date Abandoned)	Artisans Gold
75/245,543	08/24/98(Date Abandoned)	Alloy 2000
75/477,471	12/18/98(Date Abandoned)	01/01/01
75/689,467	04/21/99	Precious Family Memories
75/700,838	05/07/99	Precious Occasions
75/517,575	07/13/98	Expressions of Faith
75/496,368	06/04/98	Team All American Gold
75/792,301	09/03/99	Beauti-Gem
75/791,550	09/03/99	The Perfection Of Gold
75/792,300	09/03/99	Verilyte

TRADEMARK**REEL: 002041 FRAME: 0870**

U.S. SERVICEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Date Registered</u>	<u>Servicemark</u>
1,527,317	02/28/89	Preferred Gold Club
1,928,388	10/17/95	The Only One With It All on the Wall

FOREIGN TRADEMARKS

<u>Application Serial No.</u>	<u>Date of Application</u>	<u>Trademark</u>
886,872	03/09/99	White Satin Collection (Canada)
9,800,148,239	N/A	MA (Stylized Letters) China
123,107	10/15/98	Michael Anthony (Israel)
864026(Reg. No.)	08/16/99 (Reg. Date)	Michael Anthony (Taiwan)
2,180,223(Reg. No.)	10/22/98 (Reg. Date)	Michael Anthony (UK)
4329200(Reg. No.)	10/29/99 (Reg. Date)	MA (Stylized) Japan
4329199(Reg. No.)	10/29/99 (Reg. Date)	Michael Anthony (Japan)
001011436	N/A	Michael Anthony(European)
001012020	N/A	MA (stylized) European Community
N/A	10/31/99	MA (stylized) Israeli

*includes watches

ASSIGNMENT

ASSIGNMENT dated December 17, 1999, between Michael Anthony Jewelers, Inc. a New York corporation having an office at 115 South MacQuesten Parkway, Mount Vernon, New York 10550 ("ASSIGNOR"), and M. A. Brands, Inc., a Delaware corporation having an office at Delaware ("ASSIGNEE").

WITNESSETH:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, ASSIGNOR, hereby assigns and transfers to ASSIGNEE, its successors, and assigns, all of ASSIGNOR'S right, title, and interest, in the United States of America and all foreign countries, including all rights of priority under the Paris Convention for the Protection of Industrial Property, as revised, in:

- 1) all patents, patent applications, trade marks, trade mark applications, trade mark registrations, trade names, trade secrets, and know how owned by ASSIGNOR and listed on Exhibit A hereto (collectively the "Intellectual Property"), together with the goodwill of the business associated with such Intellectual Property and all common law rights related thereto; and
- 2) all license agreements to which any of such Intellectual Property is subject and the royalties and other rights thereunder, subject to the ongoing obligations of ASSIGNOR as the licensor thereunder.

ASSIGNOR agrees to indemnify, defend and hold harmless from and against any loss, liability or damage arising from any breach by ASSIGNOR with respect to any of the obligations assumed by ASSIGNEE hereunder or the use of any of the Intellectual Property occurring prior to the date hereof. No term of this Assignment shall be deemed to release ASSIGNOR from any responsibility it might have for any of the obligations assumed by ASSIGNEE hereunder.

ASSIGNEE hereby accepts the foregoing assignment and agrees to indemnify, defend and hold ASSIGNOR harmless from and against any loss, liability or damage arising from any breach by ASSIGNEE of any obligations assumed by it hereunder or from the use of the Intellectual Property after the date hereof.

ASSIGNOR agrees for itself, its successors and assigns, but at the expense of ASSIGNEE, hereafter to execute all applications, amended specifications, deeds, powers of attorney, acknowledgments and other instruments, and to do all acts necessary or proper to secure the grant of the Intellectual Property in the United States and in all other countries to ASSIGNEE, and to vest and confirm in ASSIGNEE, its successors and assigns, the legal title to all such Intellectual Property. If requested by ASSIGNEE, ASSIGNOR will take all reasonable actions to inform the licensees under the licenses subject hereto of the assignment thereof.

IN WITNESS, WHEREOF, ASSIGNOR and ASSIGNEE have set their hands this 17th
day of December, 1999.

Michael Anthony Jewelers, Inc.

BY: Allen Corn CFO

M. A. Brands, Inc.

BY: [Signature]

STATE OF NEWYORK)
) ss:
COUNTY OF WESTCHESTER)

On the 17th of December, 1999, before me personally appeared Allen Corn, to me known, by me duly sworn, did depose and say that he is the CFO of Michael Anthony Jewelers, Inc., the corporation described in and which executed the foregoing document and that he signed his name hereto by order of the Board of Directors of said corporation.

Gladys Jagdeo
Notary Public

GLADYS JAGDEO
Notary Public State of New York
No. 01JA5062118
Qualified in Westchester County
Commission Expires June 24, 2000

RAMC/gj:052599
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