

06-29-2000

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

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



101392662

6-5-00

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # 1301 Frame # 0139

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Michael Anthony Jeweler, Inc. Execution Date
Month Day Year 02 14 1995

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Northern Life Insurance Company

DBA/AKA/TA _____

Composed of _____

Address (line 1) c/o Washington Square Capital, Inc.

Address (line 2) 100 Washington Square #800

Address (line 3) Minneapolis MN 55401
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other _____
- 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.)

Citizenship/State of Incorporation/Organization Washington

FOR OFFICE USE ONLY

06/28/2000 ASCOTT 00000135 74621075

01 FC:481 40.00 GP
02 FC:482 325.00 GP

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**

Any fee due with this paper, not fully covered by an enclosed check, may be charged on Deposit Acct. No. 08-1634

Filed by Express Mail
(Receipt No. EL522413360W)
on June 5, 2000

pursuant to 37 **TRADEMARK**
by [Signature]
REEL: 062093 FRAME: 0453

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)

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.)

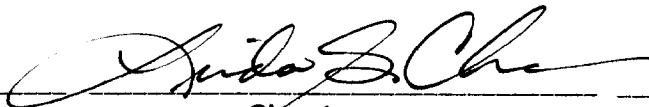
Deposit Account Number: #

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.

Linda S. Chan



June 5, 2000

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

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ASSIGNMENT OF TRADEMARKS
AND
SERVICE MARKS AS COLLATERAL

THIS ASSIGNMENT made as of the 16th day of February, 1995, by and between MICHAEL ANTHONY JEWELERS, INC., a Delaware corporation (the "Company"), and NORTHERN LIFE INSURANCE COMPANY, a Washington corporation, and NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY, a Minnesota corporation (collectively, "Lenders").

RECITALS

WHEREAS, the Company and each of the Lenders are parties to a certain Note Purchase Agreement dated as of February 16, 1995 (as the same may be amended hereafter from time to time, the "Note Purchase Agreement") pursuant to which the Company has issued to Lenders its promissory notes in the aggregate principal amount of \$6,000,000 (the "Notes"); and

WHEREAS, the Notes are secured by liens on substantially all of the personal property of the Company pursuant to a Security Agreement dated February 16, 1995 (as the same may be amended hereafter from time to time, the "Security Agreement"); and

WHEREAS, as additional security for the Notes, and for all other indebtedness, liabilities and obligations of the Company to Lenders pursuant to the Note Purchase Agreement, and any and all other indebtedness, obligations and liabilities of the Company to the Lenders now existing or hereafter arising, the Company has agreed to assign to the Lenders all of the Company's right, title and interest in and to its trademarks, service marks and trademark and service mark registrations and applications and the rights described and claimed therein, whether currently in use or later adopted or acquired, including but not limited to those which are more particularly described and referenced on Exhibit A attached hereto and made a part hereof (collectively, the "Trademarks");

NOW THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

1. The Company does hereby assign and transfer and grant a lien and security interest unto the Lenders as security for (1) performance by the Company of each and every obligation to be performed by it contained in, and payment of all amounts now or hereafter due under, the Note Purchase Agreement and the Notes; (2) performance of each and every obligation of the Company contained in this Assignment and payment of all sums now or hereafter due hereunder; and (3) payment and performance of any and all other indebtedness, obligations and liabilities of the Company to the Lenders of every kind and description, direct, indirect and contingent, now existing or hereafter arising, due or to become due (the foregoing obligations of the Company are hereinafter collectively referred to as the "Obligations"), all of

the Company's right, title and interest in and to the Trademarks, together with the goodwill of the business relating to each and all of the past or future infringements of the Trademarks, the same to be held and enjoyed by the Lenders for their own use and benefit and the use and benefit of their legal representatives, successors and assigns to the full end of the term of which the Trademarks are granted as fully and entirely as the same would have been held by the Company had this Assignment not been made; provided, however, that until demand for payment has been made by the Lenders, the Company may continue to use the Trademarks in its business, and all goodwill symbolized by the Trademarks shall accrue to the Company as if it had not made this Assignment, so long as the nature and quality of all services rendered and goods sold by the Company in connection with the Trademarks shall conform to standards not less than those currently set by the Company. The rights and remedies of the Lenders upon demand for payment with respect to the assignment and security interest granted herein are more fully set forth in the Security Agreement. The provisions of the Security Agreement are hereby incorporated herein by reference.

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REEL 1301 FRAME 142

2. The Company agrees to maintain registration of the Trademarks and to otherwise protect the Trademarks from infringement.

3. The Company agrees to notify the Lenders promptly (but in any event, at least once each fiscal quarter) of (i) any additional Trademarks which are adopted or acquired, (ii) any change in the status of applications or registrations for Trademarks, including any new applications or registrations, and (iii) any disputes and resolutions of disputes over any Trademarks. The Company further hereby agrees also to execute any further lawful document as reasonably requested by the Lenders in order to effectuate fully the assignment contemplated by this Assignment.

4. Upon full payment, performance and observance of the Obligations, each of the Lenders agrees at the Company's request to give its written consent to termination of this Assignment, and to execute and deliver to the Company all assignments and other instruments of transfer as may be reasonably necessary or proper to reassign to the Company the Trademarks, such termination and reassignment to be at the Company's sole expense.

5. The date of this Assignment first set forth above is for identification purposes only and is the date this Assignment is deemed to have been delivered by the Company to the Lenders. This Assignment was executed by the parties on the dates set forth in the acknowledgments below.

6. The Company irrevocably agrees to, and does hereby indemnify and hold harmless the Lenders, any of their agents and employees, and each and all and any of them (the "Indemnified Parties"), against any and all losses, claims, actions, causes of action, damages or liabilities (including any amount paid in settlement of any action, commenced or threatened), joint or several, to which they, or any of them, may become subject under statutory law or at common law, and to reimburse the Indemnified Parties for any legal or other expenses reasonably incurred by them or any of them in connection with investigating, preparing for or defending against any actions, commenced or threatened, insofar as such

losses, claims, damages, liabilities or actions arise out of or are related to this Assignment and the use by the Company of the Trademarks from and after the date of this Assignment.

7. This Assignment shall inure to the benefit of the successors and assigns of the Lenders and shall be binding upon the successors and assigns of the Company.

8. This Assignment shall be construed in accordance with and governed by the laws of the State of Minnesota.

9. This Assignment may be executed in any number of counterparts, all of which together shall constitute but one instrument.

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REEL 1301 FRAME 143

IN WITNESS WHEREOF, the Company and the Lenders have caused this Assignment to be duly executed by their duly authorized officers, all as of the day and year first above written.

MICHAEL ANTHONY JEWELERS, INC.

By [Signature]
Its Treasurer

STATE OF NEW YORK

COUNTY OF Westchester

On the 14th day of February, 1995, before me personally appeared the above-named Michael A. Pastuszak, of Michael Anthony Jewelers, Inc., to me known and known by me to be the Treasurer of said corporation and acknowledged said instrument so executed to be his free act and deed in such capacity and as the free act and deed of said corporation.

Rose Ann Bosco

Notary Public

My Commission expires:

ROSE ANN BOSCO
Notary Public, State of New York
No. 41-368673
Certified in Nassau County
Commission Expires Jan. 31, 1996

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REEL 130 | FRAME 144

M1:0010923.02
ASSIGN OF TRADEMARKS

TRADEMARK

REEL: 002093 FRAME: 0439

NORTHERN LIFE INSURANCE COMPANY

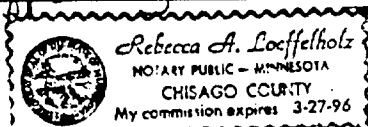
By [Signature]
Its Assistant Treasurer

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On the 16 day of Feb, 1995, before me personally appeared the above-named Mark S. Jordahl, of Northern Life Insurance Company, to me known and known by me to be the Asst Treas of said corporation and acknowledged said instrument so executed to be his free act and deed in such capacity and as the free act and deed of said corporation.

Rebecca A. Loeffelholz
Notary Public
My Commission expires:



NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY

By [Signature]
Its Authorized Representative

TRADEMARK

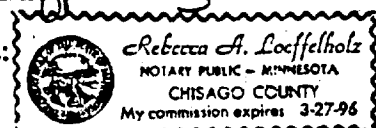
REEL 1301 FRAME 145

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On the 16 day of Feb, 1995, before me personally appeared the above-named Mark S. Jordahl, of Northwestern National Life Insurance Company, to me known and known by me to be the Auth Rep of said corporation and acknowledged said instrument so executed to be his free act and deed in such capacity and as the free act and deed of said corporation.

Rebecca A. Loeffelholz
Notary Public
My Commission expires:



M1-0010923.01
ASSIGN OF TRADEMARKS

TRADEMARK

**EXHIBIT A
TO
ASSIGNMENT OF TRADEMARKS
AND SERVICEMARKS AS COLLATERAL**

U.S. TRADEMARK REGISTRATIONS

<u>REGISTRATION NO.</u>	<u>DATE REGISTERED</u>	<u>TRADEMARK</u>
1,267,092	2/14/84	MA (stylized)
1,478,629	3/01/88	Michael Anthony
1,841,205	4/16/91	Michael Anthony (script and design)
1,888,298	5/12/92	Maurice Katz
1,730,958	11/10/92	Maurice Katz (stylized)
1,363,285	10/1/85	Jardina
1,427,454	2/3/87	Goldengram
1,864,293	11/22/94	Scoreboard
1,405,352	8/12/86	JMO

<u>APPLICATION SERIAL NO.</u>	<u>DATE OF APPLICATION</u>	<u>TRADEMARK</u>
74/821,075	1/13/95	Cast of Characters
74/583,205	10/7/84	Volcanic Gold
74/583,257	10/7/84	Lava Leaf

U.S. SERVICEMARK REGISTRATIONS

<u>REGISTRATION NO.</u>	<u>DATE REGISTERED</u>	<u>SERVICEMARK</u>
1,527,317	2/28/89	Preferred Gold Club

<u>APPLICATION SERIAL NO.</u>	<u>DATE OF APPLICATION</u>	<u>SERVICEMARK</u>
74/603,896	11/28/84	The Only One With It. All On The Wall

MFD/mh:
c:mfdexa.sot

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PATENT & TRADEMARK OFFICE

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TOTAL P. 83

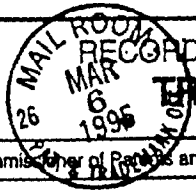
REEL 1301 FRAME 146

TRADEMARK

TRADEMARK

REEL: 002093 FRAME: 0461

PTO-1594
(8-93)
No. 0651-0011 (exp. 4/94)
Tab settings



TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Michael Anthony Jewelers, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware 03 DE
 Other _____

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

2. Name and address of receiving party(ies)

Name: Northern Life Insurance Company
 Internal Address: c/o Washington Square Capital, Inc.
 Street Address: 100 Washington Square #800
 City: Minneapolis State: MN ZIP: 55401

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

If assignee 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

3. Nature of conveyance: 01

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 14, 1995

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

(A) Trademark Application No.(s)
74/621,075
74/583,205
74/583,257
74/603,895

(B) Trademark Registration No.(s)
1,267,092 1,478,629 1,641,205
1,686,298 1,730,958 1,363,285
1,864,293 1,527,317 1,427,454

Additional numbers attached? Yes No

RECEIVED
 MAR 29 AM 10:02
 TRADEMARK
 BRANCH

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

Name: Gary S. Weinstein
 Internal Address: Faegre & Benson

Street Address: 2200 Norwest Center
90 South Seventh Street

City: Minneapolis State: MN ZIP: 55402
030 KM 03/20/95 74621075
030 KM 03/20/95 74621075

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$ 365

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
06-0029

1.481 Attach duplicate copy of this page if paying by deposit account)
 1.401 525.00 CA

DO NOT USE THIS SPACE

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.

Gary S. Weinstein
 Name of Person Signing

Gary Weinstein
 Signature

89191717
 Date

Total number of pages including cover sheet, attachments, and document: 8

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

2. Additional names and addresses:

Northwestern National Life Insurance Company
a Minnesota corporation

c/o Washington Square Capital, Inc.
100 Washington Square, #800
Minneapolis, MN 55401

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REEL | 30 | FRAME | 40

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