

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

06-08-2001

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



101742507

UWO

S.29.01

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 # Frame #

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

Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

05-29-2001
U.S. Patent & TMO/TM Mail Rpt Dt. #7C

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

06/07/2001 6TON11 00000104 0741959

FOR OFFICE USE ONLY

01 FC:461
02 FC:462

40.00 DP
125.00 DP

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 Practice. 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: 002310 FRAME: 0138

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.

Mary Ann Martineau

Name of Person Signing

Mary Ann Martineau
Signature

5/24/01
Date Signed

03-09-2001



101631189

2.27 .01

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 # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
1 22 01

Conveying Party

Mark if additional names of conveying parties attached

Name Edward D. Sultan Co., Ltd.

Execution Date
Month Day Year
1 22 01

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Hawaii

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet Precious Metals Inc., as Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 111 Westminster Street

Address (line 2) Providence, RI 02903

Address (line 3) _____

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 Rhode Island

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 Practice. 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

03/05/2001 670411 0000265 0741959 40.00 BP
01 PC1481
02 FC:482 300.00 BP

TRADEMARK
REEL: 002310 FRAME: 0140

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.

Mary Ann Martineau
Name of Person Signing

Mary Ann Martineau
Signature

2/22/00
Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of January 22, 2001, by **EDWARD D. SULTAN CO., LTD.**, a Hawaii corporation (the "Debtor"), to and with **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation, as agent (in such capacity together with its successors and assigns in such capacity, the "Agent") for the benefit of the Lenders under, and as defined in, the Loan Agreement referred to below (the Lenders are collectively referred to herein as the "Secured Parties").

RECITALS

A. Debtor has executed and delivered to the Agent and the Secured Parties a certain Loan and Consignment Agreement dated as of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the "Loan Agreement") by and among the Agent, the Secured Parties, as the lenders thereunder, and the Debtor, the Lenders have agreed to make (a) a consignment facility, (b) a revolving loan facility, (c) term loans, and (d) a forward contract facility. Capitalized terms used herein without definition have the meanings assigned to them in the Loan Agreement.

b. Debtor has agreed to enter into this Agreement in order to induce the Agent and the Secured Parties, inter alia, to make the loans evidenced by the Notes and to extend credit evidenced by the Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Debtor hereby agrees as follows:

1. **Security Interest.** The Debtor hereby grants to the Agent and the Secured Parties a continuing security interest in, and a collateral assignment and pledge of, all trademarks, service marks and trade names now or hereafter owned by the Debtor, whether registered or unregistered, including, but not limited to, those trademarks of the Debtor listed on **Schedule A** attached hereto and made a part hereof (collectively, the "Trademarks"), together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in that certain Security Agreement dated as of even date herewith between the Debtor and the Agent, as amended or modified from time to time, the "General Security Agreement"). The Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** The Debtor represents and warrants that:

2.1. **Schedule A** sets forth as of the date hereof all United States trademark registrations and applications owned by the Debtor.

2.2. As of the date hereof, the Collateral set forth on **Schedule A** is subsisting and has not been adjudged invalid or unenforceable.

2.3. As of the date hereof, no claim has been made that the use of any of the Collateral violates the rights of any third person and the Debtor is not aware of any basis for any such claim to be asserted.

2.4. The Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons (other than the security interest granted hereby and any of the foregoing entered into in the ordinary course of business).

2.5. The Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.6. The Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. Covenants. The Debtor covenants and agrees as follows:

3.1. The Debtor will keep the Collateral free from any lien, security interest or encumbrance (except in favor of the Agent and the Secured Parties) and will defend the Collateral and the title thereto against all claims and demands of all other persons at any time claiming same or any interest therein.

3.2. The Debtor shall not abandon any Collateral except such Collateral which could not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtor.

3.3. The Debtor shall maintain all rights held by the Debtor relating to the Collateral except such Collateral which the failure to maintain could not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtor.

3.4. Until all of the Obligations shall have been paid in full and termination of the commitments therefor, the Debtor shall not enter into any agreement (including a license agreement) which conflicts with the Debtor's obligations under this Agreement other than agreements that could not reasonably be expected to affect the value of the Collateral, without the Agent's prior written consent.

3.5. The Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein (other than non-exclusive licenses granted in the ordinary course of the Debtor's business) without the prior written consent of the Agent.

3.6. If the Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply

thereto and at least annually the Debtor shall give to the Agent written notice thereof, and shall execute an amendment to **Schedule A** including such registrations and applications and shall take any other action reasonably necessary to record the Agent's and the Secured Parties' interest in such trademarks with the U.S. Copyright Office.

3.7. The Debtor will continue to use proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.8. The Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. **Remedies.** After the occurrence of any Event of Default (as defined in the General Security Agreement), the Agent on behalf of the Secured Parties, may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in Section 11 of the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. **Attorney-in-Fact.** The Debtor hereby appoints the Agent, as the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of the Debtor, and to cause the recording of all such further assignments and other instruments as the Agent deem necessary or desirable in order to carry out the intent of the General Security Agreement. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Agent (or the Agent's designee in accordance with the terms hereof) and on the statements made therein.

6. **General.**

6.1. No course of dealing between the Debtor and the Agent and/or any of the Secured Parties, nor any failure to exercise, nor any delay in exercising on the part of the Agent or any Secured Party, any right, power or privilege hereunder or under the Loan Agreement 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 or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Agent or any Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of the Agent's and the Secured Parties' rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtor and the Agent and/or any of the Secured Parties.

6.3. If any clause or provision of this Agreement 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.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.6 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of Rhode Island.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

EDWARD D. SULTAN CO., LTD.

By: J.S. Prater
Title: SR VP, CFO, AND TREASURER

FLEET PRECIOUS METALS INC., as Agent

By: [Signature]
Title: VICE PRESIDENT

STATE OF HAWAII)
) ss:
CITY AND COUNTY OF HONOLULU)

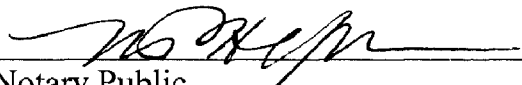
On 4TH day of ~~December, 2000~~ January 2001, before me appeared L. S. Prater, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President, CFO, Treasurer of Edward D. Sultan Co., Ltd., an Hawaiian corporation, and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors and said L.S. Prater acknowledged the instrument to be the free act and deed of the corporation.

Notary Public Laura J. Dushane
Print Name: Laura J. Dushane
My Commission expires: Sept. 24, 2004

[SIGNATURES CONTINUED ON NEXT PAGE]

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this 19th day of January, 2001, before me personally appeared Paul H. Boghosian, the Vice President of Fleet Precious Metals Inc., to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said Fleet Precious Metals Inc., as Agent.



Notary Public
Print Name: MARY P. HEFFNER
My Commission expires: _____

MARY P. HEFFNER, Notary Public
State of Rhode Island and Providence Plantations
My Commission Expires 1/2/01

SCHEDULE A

Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>FILING DATE</u>
"S" WITHIN A CROWN (TRADEMARK)	0741959	12/11/62
SULTAN (TRADEMARK)	0777868	9/29/64
THE PEARL FACTORY (TRADEMARK)	1095089	7/4/78
THE PEARL FACTORY (SERVICE MARK)	2279284	9/21/99
NA HOKU (TRADEMARK)	75931674	2/29/00
NA HOKU (SERVICE MARK)	75942600	2/29/00

TRADENAMES

<u>TRADE NAME</u>	<u>TERM BEGINS</u>	<u>TERM EXPIRES</u>
H.F. WICHMAN & CO.	03/16/00	03/15/11
THE PEARL FACTORY	07/21/00	07/20/01
HAWAIIAN ISLAND GEMS	07/21/00	07/20/01
THE SULTAN COMPANY	10/18/00	10/17/10
CROWN PEARLS INTERNATIONAL	11/16/94	11/15/04
HAWAIIAN BIRTHSIGNS	11/16/94	11/15/04
CRATER ENTERPRISES	11/24/94	11/23/04
NA HOKU JEWELERS	06/22/00	06/21/01