

06-26-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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



101761304

To the Honorable Commissione.

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Frederick Goldman, Inc.

- 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 SEE ATTACHED SHEET

Execution Date: April 13, 2000

2. Name and address of receiving party(ies)

Fleet Precious Metals Inc.,

Name: as agent

Internal

Address:

Street Address: 111 Westminster St.

City: Providence State: RI Zip: 02903

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Rhode Island 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

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

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULES

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULES

Additional number(s) attached Yes No

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

Martin P. Michael, Esq.

Name:

Internal Address: RubinBaum LLP

Street Address: 30 Rockefeller Plaza

29th Floor

City: New York State: NY Zip: 10112

6. Total number of applications and registrations involved: 58

7. Total fee (37 CFR 3.41): \$1,465.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Martin P. Michael

Name of Person Signing

Signature

June 15, 2001

Date

Total number of pages including cover sheet, attachments, and document: 21

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

06/25/2001 TDIAZ1 00000039 75609908

01 FC:481 40.00 OP 02 FC:482 1425.00 OP

**ATTACHED SHEET**

To correct the Brief to read "Security Agreement" previously recorded at Reel/Frame  
0020066/0501.

Schedule A

Tradenames

ALL NATURAL and ALL NATURAL DIAMONDS (pending)  
75/609, 908; 75/609, 906

BFH 75/448 460

B.F. Hirsch\*

Capture Collection 75/666 699

Chapelfields 75/395 077

Cherish 75/760 427

Clicks, Bricks, Jewelry and Gifts 75/603 257

Confidence, The Fifth C 75/512 657

Contour-Fit 74/256 724

Craftsmith Diamonds International\*

Diamond Promise 75/729 300

Diana 75/436 384

Diana Couture 75/696 957

Diana/LKD 75/415 098

Dream Channel 74/622 666  
Canada- 779,555

England Rose 75/358 059

Eros 74/257,140

Eternally Yours 71/609,209

Euroback 75/211 378

Exclusively Yours 4/645 109

FG\*

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REEL: 002318 FRAME: 0864

**FG Craftsmith\***

**Fullback 751/020 984**

**Gentle Touch 75/270 099**

**Goldman 73/476 890**

**Canada- 677,688**

**Husbands Anniversary Band 75/259 823**

**International Gold Metals\***

**IGM\***

**Lattice 75/224 863**

**LD 75/458 117; 75/473 462**

**Love Always 75/614 491**

**Love in Gold 73/491 886**

**Only a Keepsake Says Love Always 75/614 491**

**Orbit Design Studio 75/ 002 961**

**Promise 75/729 430**

**Promise Diamond 75/729 429**

**Royal Back 75/297 037**

**24 Door to Door 75/072 802**

**Canada- 809,475**

**Swirl Design 75/072 543**

**The Perfect Setting 75/427 986**

**Triangle Design 75/072 542**

**Canada- 809,477**

**Trilogy 74/626 464**

**Ultimately Platinum 75/664 746**

Ultra Set 74/635 566

Vintage Collection 74/343 615

\* Common Law

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**TRADEMARK**  
**REEL: 002318 FRAME: 0866**

05-11-2000



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OPR/FINANCE

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name Frederick Goldman, Inc.

Execution Date  
Month Day Year  
04 13 2000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization New York

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 St.

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

Address (line 3) Providence

RI

02903

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Rhode Island

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.)

FOR OFFICE USE ONLY

5/10/2000 JSHARA72 00000295 75609908

01 FC:48: 40.00 GP  
02 FC:482 145.00 GP

Public burden reporting for this collection of information is estimated to average approximately 20 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 (0831-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0831-0027, 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

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**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.

Darlene A. Cote, Esq.



April 14, 2000

Name of Person Signing

Signature

Date Signed

## COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES

**COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES** made as of the 13 day of April, 2000, by and between **FREDERICK GOLDMAN, INC.**, a New York corporation (the "Assignor"); and **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation ("FPM"), in its capacity as agent for itself and **FLEET NATIONAL BANK**, a national banking association ("FNB"; and together with FPM, "Fleet"); **SOVEREIGN BANK**, a Federal Savings Bank ("Sovereign"); **HSBC BANK USA**, a New York state banking institution ("HSBC"); **THE CHASE MANHATTAN BANK**, a New York state banking institution ("Chase"); and **ABN AMRO BANK N.V., NEW YORK BRANCH** ("ABN") (collectively, Fleet, Sovereign, HSBC, Chase and ABN are hereinafter sometimes referred to as the "Lenders" and individually as a "Lender").

**Background.** Assignor has incurred obligations to the Lenders which are secured by security interests in all of Assignor's accounts, inventories, equipment and general intangibles, including without limitation Assignor's trademarks, trademark applications, servicemarks, tradenames, and goodwill in respect thereof (collectively, the "Collateral"). To confirm and perfect the Lenders' interest in Assignor's trademarks, trademark applications, servicemarks, tradenames, and rights under that certain License Agreement (the "License Agreement") between the Assignor and Commemorative Brands, Inc. dated December 22, 1997, as amended from time to time, for the use of the Licensed Marks (hereinafter defined), Assignor has agreed to assign Assignor's trademarks, trademark applications, servicemarks, and tradenames to the Agent for the benefit of the Lenders as hereinafter provided.

**Additional Definitions.** The following terms shall be defined as follows:

"Event of Default" shall have the meaning assigned by the Loan and Consignment Agreement (hereinafter defined) and by the License Agreement.

"Obligations" means all obligations, liabilities and indebtedness due and to become due from the Assignor to the Agent or any of the Lenders, and each of them, at any time and from time to time from the date hereof, of every kind and description, whether now existing or hereafter incurred, including future advances, whether direct, indirect or contingent, whether otherwise guaranteed or secured, and whether on open account or evidenced by a note, draft, check or other agreement, instrument or document, which obligations, liabilities and indebtedness are evidenced by or incurred pursuant to:

- (a) that certain Secured Promissory Note of the Assignor of even date herewith issued to FPM in the maximum principal amount of Twelve Million Three Hundred Seventy-Five Thousand Dollars (\$12,375,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "FPM Revolver Note");
- (b) that certain Secured Promissory Note of the Assignor of even date herewith issued to Sovereign in the maximum principal amount of Seven Million Eight

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Hundred Seventy-Five Thousand Dollars (\$7,875,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "Sovereign Revolver Note");

- (c) that certain Secured Promissory Note of the Assignor of even date herewith issued to HSBC in the maximum principal amount of Seven Million Eight Hundred Seventy-Five Thousand Dollars (\$7,875,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "HSBC Revolver Note");
- (d) that certain Secured Promissory Note of the Assignor of even date herewith issued to Chase in the maximum principal amount of Nine Million Dollars (\$9,000,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "Chase Revolver Note");
- (e) that certain Secured Promissory Note of the Assignor of even date herewith issued to ABN in the maximum principal amount of Seven Million Eight Hundred Seventy-Five Thousand Dollars (\$7,875,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "ABN Revolver Note", and, together with the FPM Revolver Note, the Sovereign Revolver Note, the HSBC Revolver Note, and the Chase Revolver Note, the "Revolver Notes);
- (f) that certain Secured Promissory Note of the Assignor of even date herewith issued to FPM in the maximum principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "Dollar Swing Line Note");
- (g) that certain Secured Term Promissory Note of the Assignor of even date herewith issued to FPM in the original principal amount of One Million Three Hundred Seventy-Five Thousand Dollars (\$1,375,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "FPM Term Note");
- (h) that certain Secured Term Promissory Note of the Assignor of even date herewith issued to Sovereign in the original principal amount of Eight Hundred Seventy-Five Thousand Dollars (\$875,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "Sovereign Term Note");

- (i) that certain Secured Term Promissory Note of the Assignor of even date herewith issued to HSBC in the original principal amount of Eight Hundred Seventy-Five Thousand Dollars (\$875,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "HSBC Term Note");
- (j) that certain Secured Term Promissory Note of the Assignor of even date herewith issued to Chase in the original principal amount of One Million Dollars (\$1,000,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "Chase Term Note");
- (k) that certain Secured Promissory Note of the Assignor of even date herewith issued to ABN in the original principal amount of Eight Hundred Seventy-Five Thousand Dollars (\$875,000) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "ABN Term Note", and, together with the FPM Term Note, the Sovereign Term Note, the HSBC Term Note, and the Chase Term Note, the "Term Notes);
- (l) all the obligations and indebtedness of the Assignor contained herein and in that certain Loan and Consignment Agreement of even date herewith by and among the Debtor, the Lenders and FPM, as agent for the Lenders (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "Loan and Consignment Agreement"), which obligations and indebtedness shall include all obligations and indebtedness of the Assignor to the Agent and the Lenders, or any of them, under the Revolving Loan Facility, the Consignment Facility, the Term Loan, the Forward Contract Facility and the Dollar Swing Line Facility (all as defined by the Loan and Consignment Agreement).

"Of Record" means recorded in the U.S. Patent and Trademark Office.

Capitalized terms not otherwise defined herein shall have the meanings assigned by the aforesaid Loan and Consignment Agreement.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with the Lenders as follows:

1. To secure the complete and timely payment and satisfaction of the Obligations, Assignor hereby grants, assigns and conveys to the Agent, for itself and as agent for the Lenders, the entire right, title and interest of Assignor in and to (a) the trademark applications, trademarks, servicemarks, and tradenames listed in Schedule A hereto (the "Marks"), (b) the trademarks licensed to the Assignor under the License Agreement listed in Schedule B hereto (the "Licensed Marks"), and (c) Assignor's goodwill in respect thereof, including without limitation all proceeds of the Marks and the Licensed

Marks (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the Marks and the Licensed Marks (collectively, the "Rights").

2. Assignor covenants and warrants that:

- (a) Schedule A hereto correctly describes all Assignor's trademarks, trademark applications, servicemarks and tradenames Of Record;
- (b) Schedule B hereto correctly describes all of the Licensed Marks;
- (c) The Rights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (d) Each of the Rights is valid and enforceable and Assignor has notified Lenders in writing of all prior art (including public uses and sales) of which it is aware;
- (e) Assignor is the sole and exclusive owner Of Record of the entire and unencumbered right, title and interest in and to each of the Rights, free and clear of any liens, charges and encumbrances Of Record, excepting only the Licensed Marks;
- (f) The License Agreement is in full force and effect, Assignor is in full compliance with all terms thereof and no Event of Default has occurred; and
- (g) Assignor has the unqualified right to enter into this Agreement and perform its terms.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Lenders' prior written consent.

4. Assignor hereby covenants and agrees with Agent and each of the Lenders that the Assignor (a) shall take such action as is reasonably necessary to protect the Marks and the Licensed Marks against all claims and demands of all persons at any time claiming any interest therein; (b) shall promptly pay any and all taxes, assessments and governmental charges upon the Marks and the Licensed Marks prior to the date penalties are attached thereto; and (c) shall immediately notify Agent of any event causing a substantial loss or diminution in the value of all or any material part of the Marks, the Licensed Marks and the amount or an estimate of the amount of such loss or diminution.

5. Unless and until there shall have occurred an Event of Default, the Agent, as agent for the Lenders, hereby grants to Assignor the exclusive, nontransferable right and license to use the Rights in connection with the Collateral for Assignor's own benefit and for none other; provided, however, that Assignor may make or grant assignments and

sublicenses of the Rights in the ordinary course of Assignor's business; provided, further, that no such assignment or sublicense shall be Of Record or shall impair the rights of Assignor or the Agent or the Lenders to sell the Collateral in the United States in accordance with the terms of this Agreement and the aforesaid Loan and Consignment Agreement. Assignor will permit the Agent access to Assignor's facilities at all reasonable times for the purpose of inspecting the quality of such goods and will furnish the Lenders such certificates and product samples as the Agent shall from time to time reasonably request to verify Assignor's compliance with the foregoing covenants. Assignor further covenants that the Collateral includes and will at all times during the term of this Agreement include all equipment and other assets necessary to produce the products for which the Marks and the Licensed Marks are used.

6. The Assignor shall be responsible for processing and maintaining any and all applications for registration and re-registration of the Marks and the Licensed Marks and shall bear all costs pertaining to enforcing and/or defending rights pertaining to the Marks and the Licensed Marks.

7. Assignor agrees that until the Obligations have been satisfied in full, Assignor will execute further assignments to the Agent for the benefit of the Lenders, of like tenor to this Agreement, assigning any and all trademarks and trademark applications and any licenses of any trademarks that Assignor shall effect, acquire or make application for and which shall be Of Record, so as to confirm and perfect the Lenders' interest in and to all of the Collateral.

8. If an Event of Default shall have occurred, Assignor's license under Paragraph 5 shall terminate forthwith, and the Agent shall have, in addition to all other rights and remedies given Lenders by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Rights may be located and, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, the Agent may sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Rights, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Rights all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in such order as the Agent may determine in its sole and absolute discretion. Notice of any sale or other disposition of the Rights shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Rights is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may purchase the whole or any part of the Rights sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. Notwithstanding anything to the contrary herein or in any agreement between or Assignor and Agent or any of the Lenders, if any Event of Default shall have occurred and be continuing, or if Assignor fails to perform any agreement or to meet any of its obligations to Agent hereunder or under any other agreement between Assignor and Lenders, in addition to any and all other rights and remedies that Agent may have under

any other agreements or at law, the Assignor hereby irrevocably constitutes and appoints Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of Assignor and in the name of Assignor or Agent's own name or the name of Agent's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of an Event of Default and the continuance thereof: (1) to convey to Agent (or Lenders) or any purchaser any or all of the Rights, together with the goodwill of the business represented thereby, and to execute and file or cause to be filed any and all assignments and other documents and instruments that may be necessary or desirable to accomplish the purposes of such conveyance; (2) to collect proceeds from the Rights (including, by way of example, license, royalties and proceeds of infringement suits); (3) convey in any bona fide transactions to a purchaser goods utilizing any of the Marks or the Licensed Marks; and (4) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods utilizing the Rights the legality or validity thereof and the amounts necessary to discharge the same to be determined by Agent, in its sole discretion, and such payments made by Agent to become the obligations of Assignor to Agent, due and payable immediately, without demand.

10. At such time as Assignor shall completely satisfy all the Obligations, the Agent shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Rights, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

11. Assignor shall have the duty, through counsel acceptable to the Agent to prosecute diligently any application in respect of any of the Rights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full. Any expenses incurred in connection with such an application shall be borne by Assignor.

12. The Agent, as agent for the Lenders, hereby agrees to be bound by the terms of the License Agreement, provided, that such agreement shall in no way be deemed to be an acceptance of any obligation of the Assignor under the License Agreement outstanding as of the date of this Assignment.

13. The Agent shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Rights and any license thereunder, in which event Assignor shall at the request of Agent do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Paragraph.

14. No course of dealing between Assignor and the Agent nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder 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 further exercise thereof or the exercise of any other right, power or privilege.

15. All of the Agent' rights and remedies with respect to the Rights whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision 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.

17. This Agreement is subject to modification only by a writing signed by the parties.

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

19. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

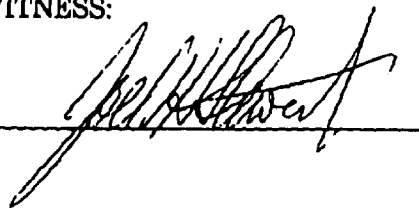
20. All notices, communications and distributions hereunder shall be given or made to the parties at their respective addresses set forth on the last page hereof, or at such other address as the addressee may hereafter specify for the purpose by written notice to the other party hereto in accordance with the requirements of the Loan and Consignment Agreement.

21. ASSIGNOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN AND CONSIGNMENT DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE LENDERS TO ACCEPT THIS AGREEMENT.

**\*The next page is a signature page\***

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers as of the date first above written.

WITNESS:


  
\_\_\_\_\_

FREDERICK GOLDMAN, INC.

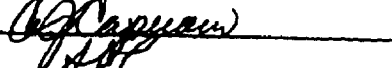
By:   
\_\_\_\_\_

Title Senior Vice President, Chief Financial Officer  
Address: 154 West 14th Street  
New York, New York 10011

FLEET PRECIOUS METALS INC.,  
as Agent

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

Title: *VP*

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


Title:  
Address: 111 Westminster Street  
Providence, RI 02903

COUNTY OF NEW YORK )

) S.S.:

STATE OF NEW YORK )


On the 11<sup>th</sup> day of April in the year 2000 before me, the undersigned, a notary public in and for said State, personally appeared Michael S. Goldman personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

MITCHELL LAPIDUS  
Notary Public, State of New York  
No. 02LA8025028  
Qualified in New York County  
Commission Expires 05/17/2001

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, on the 15<sup>th</sup> day of April, 2000, before me personally appeared the above-named Richard Siefert and Anthony Caproni, the Vice President and Senior Vice President, respectively, of FLEET PRECIOUS METALS INC., to me known and known by me, to be the parties executing the foregoing instrument, and they acknowledged said instrument, by them executed, to be their free act and deed in their said capacities, and the free act and deed of Fleet Precious Metals Inc.

  
Notary Public Darlene A. Code  
My commission expires: 2/9/03



10-11-1954

10-11-1954

10-11-1954

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TRADEMARK  
REEL: 002318 FRAME: 0878

SCHEDULE B

LICENSED MARKS

<u>Trademarks</u>	<u>Registration No.</u>
Keepsake (Style/underline)	917,169
Keepsake (Block letters)	1,799,274
Keepsake (With tail)	277,153
Keepsake & Design	1,892,645
K and Design	2,063,574
White Fire	1,220,792
White Fire Diamond Rings & Design	1,193,591
Midnight Star	755,467
KPS	1,356,522
Starfire	660,117
Keepsake Diamond Replica	1,932,381
Keepsake Personalized Marriage	1,932,380
Keepsake (Block letters)	App. filed

<u>Other Marks</u>	<u>Registration (if any)</u>
--------------------	------------------------------

**Foreign Trademarks**

Keepsake	9,921
Starfire	4,815
Keepsake	5,893
Keepsake	284,006
Keepsake	44/11,868
Starlite	004334
Keepsake	2,206,366
Keepsake	14,805
Keepsake	12,163
Keepsake	25,576

Schedule A

Tradenames

ALL NATURAL and ALL NATURAL DIAMONDS (pending)  
75/609, 908; 75/609, 906

BFH 75/448 460

B.F. Hirsch\*

Capture Collection 75/666 699

Chapelfields 75/395 077

Cherish 75/760 427

Clicks, Bricks, Jewelry and Gifts 75/603 257

Confidence, The Fifth C 75/512 657

Contour-Fit 74/256 724

Craftsmith Diamonds International\*

Diamond Promise 75/729 300

Diana 75/436 384

Diana Couture 75/696 957

Diana/LKD 75/415 098

Dream Channel 74/622 666  
Canada- 779,555

England Rose 75/358 059

Eros 74/257,140

Eternally Yours 71/609,209

Euroback 75/211 378

Exclusively Yours 4/645 109

FG\*

TRADEMARK  
REEL: 002066 FRAME: 0503

TRADEMARK  
REEL: 002318 FRAME: 0880

**FG Craftsmith\***

**Fullback 751/020 984**

**Gentle Touch 75/270 099**

**Goldman 73/476 890  
Canada- 677,688**

**Husbands Anniversary Band 75/259 823**

**International Gold Metals\***

**IGM\***

**Lattice 75/224 863**

**LD 75/458 117; 75/473 462**

**Love Always 75/614 491**

**Love in Gold 73/491 886**

**Only a Keepsake Says Love Always 75/614 491**

**Orbit Design Studio 75/ 002 961**

**Promise 75/729 430**

**Promise Diamond 75/729 429**

**Royal Back 75/297 037**

**24 Door to Door 75/072 802  
Canada- 809,475**

**Swirl Design 75/072 543**

**The Perfect Setting 75/427 986**

**Triangle Design 75/072 542  
Canada- 809,477**

**Trilogy 74/626 464**

**Ultimately Platinum 75/664 746**

SCHEDULE B

LICENSED MARKS

<u>Trademarks</u>	<u>Registration No.</u>
Keepsake (Style/underline)	917,169
Keepsake (Block letters)	1,799,274
Keepsake (With tail)	277,153
Keepsake & Design	1,892,645
K and Design	2,063,574
White Fire	1,220,792
White Fire Diamond Rings & Design	1,193,591
Midnight Star	755,467
KPS	1,356,522
Starfire	660,117
Keepsake Diamond Replica	1,932,381
Keepsake Personalized Marriage	1,932,380
Keepsake (Block letters)	App. filed

<u>Other Marks</u>	<u>Registration (if any)</u>
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**Foreign Trademarks**

Keepsake	9,921
Starfire	4,815
Keepsake	5,893
Keepsake	284,006
Keepsake	44/11,868
Starfire	004334
Keepsake	2,206,366
Keepsake	14,805
Keepsake	12,163
Keepsake	25,576