

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the erroneously executed/recorded corrective security agreement by Frederick Goldman, Inc. previously recorded on Reel 003166 Frame 0874. Assignor(s) hereby confirms the Assignor was never the owner of Reg. No. 251,816 and had no authority to enter into a security agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Frederick Goldman, Inc.		06/10/2003	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Fleet Precious Metals Inc., as agent
Street Address:	111 Westminster Street
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0251816	CINDERELLA

CORRESPONDENCE DATA

Fax Number: (202)408-4400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202.408.4000
 Email: docketing@finnegan.com
 Correspondent Name: Monica Riva Talley
 Address Line 1: Finnegan, Henderson, Farabow et al.
 Address Line 2: 901 New York Avenue, N.W.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	6182.3738
NAME OF SUBMITTER:	Monica Riva Talley

900107121

**TRADEMARK
 REEL: 003781 FRAME: 0323**

OP \$40.00 0251816

Signature:	/Monica Riva Talley/
Date:	05/22/2008

Total Attachments: 51

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EXHIBIT A



INTERNATIONAL
LICENSING
CORPORATION

32.00 - 405

D

RECEIVED
90 AUG 28 AM 8:16
ASSIGNMENT BRANCH

August 16, 1990

U.S. Patent and Trademark Office
2011 Jefferson Davis Highway
Arlington, VA 22202

Certified Mail No: P 450 129 886

Attn: Assignment Search Branch

Re: Record Assignment of Trademarks

Gentlemen:

Enclosed find the original documentation for the filing with the U.S. Patent and Trademark Office for the assignment of the following trademarks:

- Reg. No. 561947
- Reg. No. 622247
- Reg. No. 622248
- Reg. No. 251816

I have also enclosed a check in the amount of \$32.00 to cover the cost of filing the assignment of trademarks as stated above.

Please forward all documents to my attention at the address as stated below.

If you have any further questions, please contact me at the number as listed. Thank you for your assistance in this matter.

Respectfully,

Lawrence H. Binderow

Lawrence H. Binderow, Esq.
General Counsel

Enclosures

90-AUG-3:USPAT.LHB/wp5

050 TL 08/24/90 73561947

0 405 32.00 CK

TRADE-MARK

NEEL 0733 FRAMES 59

705 12th Avenue, San Diego, CA 92101 USA/(619) 233-7451/Telex: 67-16402/Fax: (619) 231-9777

COLUMBIA DIAMOND RING COMPANY, INC.

SPECIAL MEETING OF BOARD OF DIRECTORS

June 26, 1990

A special meeting of the Board of Directors of Columbia Diamond Ring Co., Inc., a New York corporation, was held at the offices of the corporation, 5 Francis J. Clarke Circle, Bethel, CT. on June 26, 1990 at 10:00 o'clock AM.

There were present:

Messrs. Donald H. Fiddelman
Donald Navin
Leonard Rosenkrantz

being directors of the corporation and a quorum.

Mr. Fiddelman called the meeting to order and presided. Mr. Rosenkrantz acted as secretary of the meeting.

Mr. Fiddelman presented an offer to sell the Cinderella Brand Registration nos. 0561947 and 0622248 for \$5,000.00 to the International Licensing Corporation of San Diego, California. After a brief discussion the Board of Directors approved the sale and authorized the president to execute all documents necessary to carry out the above mentioned sale.


Secretary of the meeting

Date: June 26, 1990

RECORDED
(PATENT AND TRADEMARK)
OFFICE

AUG 21 1990

TRADE-MARK

REEL 0739 FRAME 662

Fax Transmittal Memo
 To **DON FIDDLEMAN**
 Company
 Location
 Fax # **803-792-2811**
 Comments

7872 No. of Pages
 From **DREW GALWAY**
 Company **LIDDY SULLIVAN, ET AL**
 Location
 Fax #
 Original Disposition: Destroy Return Call for pickup
 Today's Date **6/28** Time **4:50**
 Dept. Change
 Telephone #

JUN 28 '90 11:36 HANG YEH INT'L RATHER

P12

ASSIGNMENT OF TRADEMARKS

WHEREAS, COLUMBIA DIAMOND RING COMPANY, INC., of 5 Francis Clarke Circle, Bethel, Connecticut 06801 (ASSIGNOR), owns the entire right, title and interest in the following trademarks which are registered as set forth in the Schedule attached hereto:

WHEREAS, INTERNATIONAL LICENSING CORPORATION ("ILC") of 705 12th Avenue, San Diego, California 92101 (ASSIGNEE), is desirous of acquiring said registered trademarks and all of the goodwill of the business symbolized thereby:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said ASSIGNOR does hereby assign to the said ASSIGNEE all right, title, and interest in and to the Trademarks and the goodwill of the business symbolized thereby.

DATED: June 28, 1990

COLUMBIA DIAMOND RING COMPANY, INC.

BY: *Donald H. Fiddleman*
 DONALD H. FIDDELMAN,
 PRESIDENT & CHAIRMAN OF THE BOARD

STATE OF CONNECTICUT
 COUNTY OF FAIRFIELD

SS: Bethel

On this 28th day of June, 1990, before me appeared DONALD H. FIDDELMAN, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Columbia Diamond Ring Company, Inc.

(Please Affix Notary Seal)

Mara I. Johnson
 NOTARY PUBLIC
 MARA I. JOHNSON
 NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1994

REEL 0733 FRAME 60

SCHEDULE OF TRADEMARKS
REGISTERED AT THE UNITED STATES PATENT OFFICE

1. Cinderella (Stylized Letters); Registration No. 561947
 - U.S. Class 27
 - International Class 14
 - Renewal Date: July 22, 1972
 - Next Renewal Date: July 22, 1992
 - Goods: Watches

2. Cinderella (Stylized Letters); Registration No. 622247
 - U.S. Class 28
 - International Class 14
 - Renewal Date: February 28, 1976
 - Next Renewal Date: February 28, 1996
 - Goods: Finger Rings, Mountings, Earrings, Locketts, Bracelets, Brooches, Charms, Necklaces, Cuff Links, Tie Pins, Belt Buckles, Money Clips, Crucifixes and Star of David Emblems

3. Cinderella & Slipper Design; Registration No. 622248
 - U.S. Class 28
 - International Class 14
 - Renewal Date: February 28, 1976
 - Next Renewal Date: February 28, 1996
 - Goods: Finger Rings, Mountings, Earrings, Locketts, Bracelets, Brooches, Charms, Necklaces, Cuff Links, Tie Pins, Belt Buckles, Money Clips, Crucifixes and Star of David Emblems

4. Cinderella and Design; Registration No. 251816
 - U.S. Class 28
 - International Class 14
 - Renewal Date: November 5, 1989
 - Next Renewal Date: November 5, 2009
 - Goods: Finger Rings

TRADE-MARK
REEL 0733 FRAME 661

EXHIBIT B

FORM PTO-1594 (Rev. 6-93)

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

01-08-1997

ORP:

010

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

100325855

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

1. Name of conveying party(ies):

International Licensing Corporation

MAD 5/30/96

- Individual(s), General Partnership, Corporation-State, Other, Association, Limited Partnership

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

2. Name and address of receiving party(ies)

Name: ILC Licensing Corporation, S.A.

Internal Address:

Street Address: 5 Boulevard de la Foire

City: L-2013 Luxembourg State: ZIP:

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Joint-Stock Company

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:

- Assignment, Security Agreement, Other, Merger, Change of Name

Execution Date: May 10, 1996

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

A. Trademark Application No.(s)

TM

B. Trademark Registration No.(s)

See Attached Schedule

Additional numbers attached? Yes No

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

Name: International Licensing (California) Corp.

Internal Address:

Street Address: 3636 Nobel Drive, Suite 400

City: San Diego State: CA ZIP: 92122

6. Total number of applications and registrations involved:

30

See Attached Sheet

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

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

No Spec Fee

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

DO NOT USE THIS SPACE

Fee Paid

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.

Nga N. Nguyen Name of Person Signing

Signature

1/8/97 Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments 0538

RECEIVED
MAY 30 1996
RECEIPT ACCOUNTING

481/40

482/790

5-38-86

Re:

DESIGNATION OF DOMESTIC REPRESENTATIVE (1) (Form B)

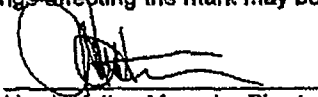
See attached Schedule.

ILC Licensing Corporation, S.A.

May 10, 1996

International Licensing (California) Corp.

whose postal address is 705 12th Avenue, San Diego, California 92101 is hereby designated applicant's representative upon whom notice or process in proceedings affecting the mark may be served.


Harold Hutton, Managing Director

040 WT 06/11/96 1733141
040 WT 06/11/96 1733141

0 481 40.00 CK
0 482 790.00 CK

TRADEMARK
REEL: 1525 FRAME: 0539

TRADEMARK
REEL: 003781 FRAME: 0333

SCHEDULE

<u>Trademark</u>	<u>Registration No.</u>	<u>Class</u>	<u>Status</u>
1. "LIGHTNING BOLT"	1,733,141	24	Registered
2. "A Pure Source"	1,050,724	25	Registered
3. "Bolt With Flash"	1,095,649	28	Registered
4. "Bolt With Flash"	1,100,840	25	Registered
5. "Bolt With Flash"	1,105,988	9,25,28	Registered
6. "Bolt With Flash"	1,115,687	25	Registered
7. "Bolt With Flash"	1,274,339	18	Registered
8. "Bolt With Flash"	1,654,033	09	Registered
9. "Bolt With Flash"	1,703,371	25	Registered
10. "Flash Symbol"	1,099,609	25,28	Registered
11. "Flash Symbol"	1,151,095	25	Registered
12. "Flash Symbol"	1,163,645	14,28	Registered
13. "Flash Symbol"	1,670,741	09	Registered
14. "Flash Symbol"	1,676,857	25	Registered
15. "LIGHTNING BOLT"	1,965,442	09	Registered
16. "LIGHTNING BOLT"	1,058,516	25,28	Registered
17. "LIGHTNING BOLT"	1,656,694	09	Registered
18. "LIGHTNING BOLT"	1,662,553	25	Registered
19. "Lightning Bolt Script"	1,105,542	9,25	Registered
20. "Lightning Bolt Script"	1,274,340	18	Registered
21. "Star Bolt Symbol"	1,705,877	25	Registered
22. "Thunderbolt With Flash"	1,305,144	25	Registered

NN-C/ASSIGNMENT/US.SCH

TRADEMARK
REEL: 1525 FRAME: 0540TRADEMARK
REEL: 003781 FRAME: 0334

SCHEDULE

Page 2

<u>Trademark</u>	<u>Registration Nos.</u>	<u>Class</u>	<u>Status</u>
23. "CINDERELLA & Design"	<u>251816</u>	14	Registered
24. "CINDERELLA"	<u>1,984,330</u>	25	Registered
25. "Pumpkin Coach Device"	1,696,928	16	Registered
26. "Pumpkin Coach Device"	1,841,368	25	Registered
27. "OZZY AUSTRALIA & Design"	1,463,850	25	Registered
28. "OZZY"	1,495,887	25	Registered
29. "OZZY & Wave Design"	1,512,808	25	Registered
30. "OZZY"	1,742,341	25	Registered

NN-C/ASSIGNMENT/US.SCH

TRADEMARK
REEL: 1525 FRAME: 0541

TRADEMARK
REEL: 003781 FRAME: 0335

**United States
Deed of Assignment with Goodwill
of Assigned Mark(s)**

THIS ASSIGNMENT is made the 10th day of May 1996 between International Licensing Corporation, a corporation organized under the laws of California with its principal place of business at 705 12th Avenue, San Diego, California 92101 (the "Assignor") and ILC Licensing Corporation, S.A., a corporation organized under the laws of Luxembourg with its principal place of business at 5 Boulevard de la Foire, L-2013 Luxembourg (the "Assignee").

WHEREAS, the Assignor has adopted and used in the United States the trademarks listed in the Schedule hereto and is the owner of the registrations thereof shown in the said Schedule; and

WHEREAS, the Assignee wishes to acquire all of Assignor's rights in and to the Trademarks and the good will associated therewith,

NOW THEREFORE, in consideration of \$100 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, transfers and conveys to the Assignee all rights, title and interests in and to the Trademarks and the registrations thereof together with the *good will of the business* which is symbolized by the Trademarks and with the right to recover for damages and profits and all other remedies for past infringements thereof.

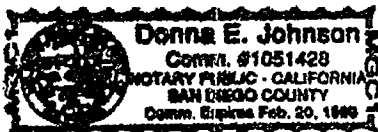
THE SCHEDULE
See attached Schedule.

(1) Date: May 10, 1996

(2) Seal

Signed, sealed and delivered before me
this 10th day of May, 1996.

Donna E. Johnson
(2) Notary Public



RECORDED: 05/30/1996

Assignor
By Abe A. Kassam
Title: Vice President & Treasurer

(3) Assignee
By Harold Hutton
Title: Managing Director

TRADEMARK
REEL: 1525 FRAME: 0542

TRADEMARK
REEL: 003781 FRAME: 0336

EXHIBIT C

MKD
4-28-00



TRADEMARK

101355584

To the Honorable Commissioner of Patents and Trademarks



04-28-2000

attached original documents or copy thereof.

1. Name of conveying party(ies):
COLUMBIA DIAMOND RING COMPANY, II

Patent & TMO/TM Mail Rcpt. Dt. #31

Name and address of receiving party(ies):
AURAFIN LLC

Individual(s)
 General Partnership
 Corporation-State
 Other:

Association

Limited Partnership

Internal Address:

Street Address: 14001 N.W. FOURTH STREET

City: SUNRISE State: FL ZIP: 33325

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation-State: FLORIDA

Other:

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

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other:

Effective Date: January 28, 1999

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) and address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark No.(s)
251,816

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed
Name: Kevin P. Crosby, Esq.
Internal Address: Brinkley, McNerney Morgan, Solomon & Tatum, LLP
Street Address: 200 East Las Olas Boulevard, Suite 1800
City: Fort Lauderdale State: Florida ZIP: 33301
Telephone: (954) 522-2200

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00

Enclosed

Authorized to be charged to Deposit Account

8. Deposit account number: 50-1111

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

05/15/2000 DCDATES 00000013 251816
04 FC:401 40.00 00

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.

Kevin P. Crosby, Reg. No. 32,123

4/26/00

Date

Total number of pages including cover sheet, attachments, and document: 2

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

TRADEMARK
REEL: 002071 FRAME: 0601

TRADEMARK
REEL: 003781 FRAME: 0338

ASSIGNMENT OF TRADEMARK REGISTRATIONS

REGISTRANT/ASSIGNOR: COLUMBIA DIAMOND RING COMPANY, INC.
Address: 14001 N.W. Fourth Street
Sunrise, Florida 33325

ASSIGNEE: AURAFIN LLC
Address: 14001 N.W. Fourth Street
Sunrise, Florida 33325

The Assignor is the owner of the mark CINDERELLA & DESIGN and is the owner of United States trademark registration 251,816 therefor, and the Assignee is desirous of acquiring the same. In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns to the Assignee, including its successors, assigns, heirs and administrators, all of the Assignor's right, title and interest in and to the mark and the trademark registration therefor, including the right to sue for damages for all past infringement occurring prior to the execution date of this Assignment, and to any and all marks and registrations which may evolve therefrom; and including all goodwill associated with the mark transferred hereby;

The Assignor also assigns all of its right, title and interest in and to said mark in all foreign countries, and all applications for registration of said mark in foreign countries and any registration(s) which may evolve therefrom, including the right to claim International Convention priority; and

The Assignor agrees to execute any papers or perform any acts required to establish, vest or protect the Assignee's rights therein or which may be reasonably requested by Assignee to effectuate the purpose of this Assignment, without any additional payment therefor, but without any expense to Assignor.

Effective date of this document: January 28, 1999

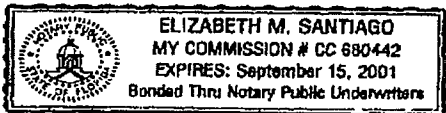
ASSIGNOR: COLUMBIA DIAMOND RING COMPANY, INC.

By: Steven L. Hansen
Steven L. Hansen
Executive Vice President

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged and executed before me this 26th day of April, 2000, by Steven L. Hansen, Executive Vice President of Columbia Diamond Ring Company, Inc., on behalf of the corporation, who acknowledged that he executed the same as a free act and deed.

Elizabeth M. Santiago
Notary Public



RECORDED: 04/28/2000

TRADEMARK
REEL: 002071 FRAME: 0602

TRADEMARK
REEL: 003781 FRAME: 0339

EXHIBIT D

MRD
2/21/2

03-11-2002

.Y

Tab Settings 444 V

To the Honorable Commissioner of Patents

Send original documents or copy thereof.

1. Name of conveying party(ies):

ILC Licensing Corporation, S.A.
5 Boulevard de la Foire
L-2013, Luxembourg

- Individual(s)
- General Partnership
- Corporation-Luxembourg
- Other:
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Execution Date: November 10, 2000

102008433

Name and address of receiving party(ies):

Name: DISNEY ENTERPRISES, INC.

Internal Address: _____

Street Address: 500 South Buena Vista Street

City: Burbank State: CA ZIP: 91521

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

B. Trademark Registration No.(s)

1,964,330; 0,251,816; 0,746,696

Additional numbers attached? Yes No

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

Name: THE WALT DISNEY COMPANY

Internal Address: Attn: Barbara J. Quinn, Esq.

Street Address: 500 South Buena Vista Street

City: Burbank State: CA ZIP: 91521

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-0130

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

03/08/2002 DBYRME 00000037 230130 1964330

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 50.00 CH

FEB 21 2002

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.

Barbara J. Quinn
Attorney for Assignee

2/6/2002

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

TRADEMARK
REEL: 002457 FRAME: 0637

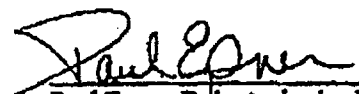
TRADEMARK
REEL: 003781 FRAME: 0341

TRADEMARK ASSIGNMENT

WHEREAS, ILC Licensing Corporation, S.A., a Luxembourg corporation with its principal place of business located at 5 Boulevard de la Foire, L-2013, Luxembourg, is the owner of the trademarks, registrations and applications listed on the CINDERELLA Trademark Registration List attached hereto (the "Marks and Registrations");

WHEREAS, Disney Enterprises, Inc., a Delaware corporation with its principal place of business located at 500 South Buena Vista Street, Burbank, California 91521, wishes to acquire the Marks and Registrations, together with the goodwill associated with the Marks and Registrations;


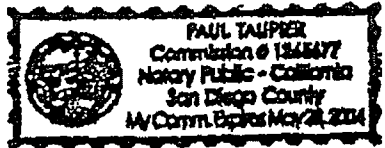
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, ILC assigns, transfers and conveys to Disney Enterprises, Inc. all rights and title to, and ownership interests in, the Marks and Registrations, together with the goodwill associated with the Marks and Registrations.



Paul Epner, Duly Authorized Representative
ILC Licensing Corporation, S.A.
5 Boulevard de la Foire, L-2013
Luxembourg

State of California)
)ss:
County of San Diego)

SWORN TO and SUBSCRIBED before me on this 10th day of November, 2000, by Paul Epner, Duly Authorized Representative of ILC Licensing Corporation, S.A., who is personally known to me.



Paul Taupier, Notary Public
My Commission Expires: May 28, 2004

ATTACHMENT "C"

TRADEMARK
REEL: 002457 FRAME: 0638

TRADEMARK
REEL: 003781 FRAME: 0342

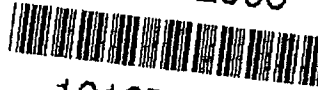
Country	Trademark	Class	App'l Nbr	Reg Nbr	App'l Date	Reg Date	Status
AUSTRALIA	CINDERELLA	1-25		A530720		3/14/1990	REGISTERED
AUSTRALIA	CINDERELLA	1-28		A572883		2/21/1992	REGISTERED
AUSTRALIA	CINDERELLA & Coach devi	1-25		A531160		3/22/1990	REGISTERED
AUSTRALIA	CINDERELLA & Coach devi	1-28		A572884		2/21/1992	REGISTERED
AUSTRALIA	Coach device	1-25		A530721		3/14/1990	REGISTERED
CANADA	CINDERELLA	1-25	206 169	UCA 35745	3/5/1993	2/16/1990	REGISTERED
CHILE	CINDERELLA	1-25	406-980	406,880		5/25/1993	REGISTERED
CURACAO	CINDERELLA	1-25		3968		12/16/1959	REGISTERED
GREAT BRITAIN	CINDERELLA	1-25		844,055		1/18/1983	REGISTERED
GREAT BRITAIN	CINDERELLA	1-25		217,095			REGISTERED
GREAT BRITAIN	CINDERELLA	1-25 (N-38)		1,435,890	3/11/1961		REGISTERED
GREECE	CINDERELLA	1-25	26657	26,657			REGISTERED
GUATEMALA	Pumpkin Coach device	1-25		12300-30-40			REGISTERED
HONG KONG	CINDERELLA	1-25		417/1960			REGISTERED
ITALY	CINDERELLA	1-25		381468			REGISTERED
JAPAN	CINDERELLA	Japan Cl. 17	93398/1990	2582919		8/11/1980	REGISTERED
JAPAN	CINDERELLA	Japan Cl. 23	107725/1980	2572284		6/17/1982	REGISTERED
JAPAN	CINDERELLA	Old Cl. 36	206198/1991	575185		11/6/1980	REGISTERED
JAPAN	CINDERELLA	Japan Cl. 17	93400/1980	2520193		7/16/1959	REGISTERED
JAPAN	Pumpkin Coach device	Japan Cl. 22	93401/1990	2587559		5/21/1982	REGISTERED
JAPAN	Pumpkin Coach device	Japan Cl. 23	107726/1990	M/37858	4/12/1960	9/30/1993	REGISTERED
JAPAN	CINDERELLA	1-25		37110		3/31/1993	REGISTERED
MALAYSIA	CINDERELLA	1-25		65068		3/31/1993	REGISTERED
NEW ZEALAND	CINDERELLA	1-25		67086		10/29/1983	REGISTERED
PAKISTAN	CINDERELLA	1-25		30883		8/31/1983	REGISTERED
PANAMA	CINDERELLA	1-25		2580623		6/22/1982	REGISTERED
S.W. AFRICA (NAMIBIA)	CINDERELLA	1-25		2587559		11/18/1959	REGISTERED
SINGAPORE	CINDERELLA	1-25		M/37858		8/20/1982	REGISTERED
SOUTH AFRICA	CINDERELLA	1-25		37110		7/2/1980	REGISTERED
TAIWAN	CINDERELLA (Style)	Old Intl Cl. 38		1026/47		3/13/1967	REGISTERED
TAIWAN	CINDERELLA	1-20	85052624	14,997		4/10/1947	REGISTERED
TAIWAN	CINDERELLA	1-25	840917	829205		10/13/1997	REGISTERED
TAIWAN	CINDERELLA	1-24	88052623			10/13/1987	REGISTERED
TAIWAN	CINDERELLA	1-30	827675			10/13/1997	REGISTERED
TAIWAN	CINDERELLA	1-25	231684			10/13/1997	REGISTERED
THAILAND	CINDERELLA	1-16	74-020,381				REGISTERED
U.S.	CINDERELLA	1-25	74-020,377				REGISTERED
U.S.	CINDERELLA	1-25	143,166		6/3/1982	9/15/1982	ABANDONED
U.S.	CINDERELLA	1-25	74-688265		1/18/1990	3/23/1986	REGISTERED
U.S.	CINDERELLA & Coach devi	1-25	271,373		6/9/1995	3/12/1963	ABANDONED
U.S.	CINDERELLA & Design	F-14	149,712		8/22/1928		REGISTERED
U.S.	CINDY'S THINGS	1-26	74-089,858		11/23/1977	1/15/1929	REGISTERED
U.S.	Pumpkin Coach device	1-16	74-089,858		8/20/1990	10/24/1978	ABANDONED
U.S.	Pumpkin Coach device	1-25	74-089,858		8/20/1990	6/23/1992	ABANDONED
U.S.	Pumpkin Coach device	1-25	74-089,858		8/20/1990	6/21/1984	REGISTERED

RECORDED: 02/21/2002 TRADEMARK REEL: 002457 FRAME: 0639

TRADEMARK REEL: 003781 FRAME: 0343

EXHIBIT E

06-08-2000



101376007

*MKD
5-19-00*

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 # Frame #

Conveyance Type

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

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)

Address (line 2)

Address (line 3)

- 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 Assignment.)

FOR OFFICE USE ONLY

06/08/2000 DMSUYEN 00000104 146380

01 FC:481
02 FC:482

60.00 OP
275.00 OP

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: 002084 FRAME: 0710

TRADEMARK
REEL: 003781 FRAME: 0345

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="146380"/>	<input type="text" value="904731"/>	<input type="text" value="1505791"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1706591"/>	<input type="text" value="1869484"/>	<input type="text" value="1887076"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="661909"/>	<input type="text" value="501224"/>	<input type="text" value="251816"/>

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.)

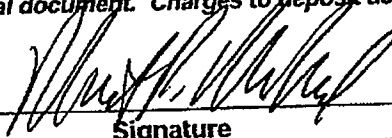
Deposit Account Number: #

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.

Martin P. Michael
Name of Person Signing


Signature

May 18, 2000
Date Signed

TRADEMARK
REEL: 002084 FRAME: 0711

TRADEMARK
REEL: 003781 FRAME: 0346

**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/AKATA

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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**TRADEMARK
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**TRADEMARK
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FEDERAL TRADEMARK/SERVICE MARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Orange Blossom	146,380	09/06/21
Orange Blossom	904,731	12/22/70
B in Bell Design	1,505,791	09/27/88
Love Spell	1,706,591	08/11/92
B in Oval	1,869,484	12/27/94
For Two.Forever	1,887,076	04/04/95
Columbia	661,909	05/20/58
Lohengrin	501,224	07/27/48
Cinderella & Design	251,816	01/15/29
Lion Design	214,412	06/22/26
Lohengrin	214,411	06/22/26
Lohengrin	621,276	02/14/56

RECORDED: 05/19/2000

TRADEMARK
REEL: 002084 FRAME: 0714TRADEMARK
REEL: 003781 FRAME: 0349

EXHIBIT F



Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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

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

1. Name of conveying party(ies):
Frederick Goldman, Inc. **7:313**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State New York
 Other _____

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

2. Name and address of receiving party(ies)
Name: Fleet Precious Metals Inc., as
Internal Agent
Address: _____
Street Address: 111 Westminster Street
City: Providence State: RI Zip: 02908

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

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

Execution Date: June 10, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)

Additional number(s) attached Yes No

2144111

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Patricia J. Igoe, Esq.
Internal Address: c/o Nixon Peabody LLP

Street Address: One Citizens Plaza

City: Providence State: RI Zip: 02903

6. Total number of applications and registrations involved: **53**

7. Total fee (37 CFR 3.41).....\$1,340.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

07/03/2003 DAYONE 0000017 214411

DO NOT USE THIS SPACE

01 FC:8521
02 FC:8522

9. Statement and signature **14.00 OP**
1300.00 OP
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 [Signature] 6/27/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **10**

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

TRADEMARK
REEL: 002775 FRAME: 0944

TRADEMARK
REEL: 003781 FRAME: 0351

SCHEDULE A
FREDERICK GOLDMAN, INC.

TRADE NAMES

BFH	75/448 460
B.F. HIRSCH*	
B IN BELL DESIGN	1,505,791
CELEBRATION TREASURES	2,537,275
CHAPELFIELDS	2,375,729
CHERISH	(76/485, 181)
CHERISH	75/760 427
CHERISH ALWAYS	(76/505, 506)
CINDERELLA & DESIGN	251,816
COLUMBIA (Stylized)	661,909
CRAFTSMITH DIAMONDS INTERNATIONAL*	
D IN A CIRCLE AND DESIGN	2,219,065
DC (Stylized)	2,475,829
DIANA (Stylized)	231,686
DIANA	75/436 384
DIANA CLASSIC	(76/146, 335)
ETERNALLY YOURS	71/609,209
EXCLUSIVELY YOURS	4/645 109
FG (Stylized Letters)	1,125,345
FG (Stylized Letters)	1,378,040
FG CRAFTSMITH*	
FIRST LOVE. THEN GOLDMAN.	(76/426, 747)
MISCELLANEOUS DESIGN (FRAME DESIGN)	742, 371
GENTLE TOUCH	2,156,649
GEMHK	2,626,057
GOLDMAN	1,351,611
GOLDMAN	
CANADA	677, 688
IGM*	
INTERNATIONAL GOLD METALS*	
LATTICE	75/224 863
LD (Stylized)	2,219,077
LD	75/458 117; 75/473 462
LION DESIGN	214,412
LOHENGRIN	501,224

TRADEMARK
REEL: 002775 FRAME: 0945

TRADEMARK
REEL: 003781 FRAME: 0352

SCHEDULE A
FREDERICK GOLDMAN, INC.

TRADE NAMES (Cont'd)

LOHENGRIN	214,411
LOHENGRIN	621,276
"LOVE ALWAYS ..." (Stylized)	2,667,787
LOVE ALWAYS	75/614 491
LOVE SPELL	1,706,591
ONLY A KEEPSAKE SAYS LOVE ALWAYS	75/614 491
ORBIT DESIGN STUDIO	2,065,842
THE FIFTH C - CONFIDENCE	2,412,863
TRILOGY (Stylized Letters)	2,000,391
TRITON	2,504,103
24 DOOR TO DOOR & Design	2,100,265
CANADA	809, 475
TRIANGLE DESIGN	
CANADA	809, 477
TRILOGY	74/626 464
ULTIMATE PLATINUM	2,381,923
ULTIMATELY PLATINUM	2,395,051

*Common Law

TRADEMARK
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TRADEMARK
REEL: 003781 FRAME: 0353

**REAFFIRMATION OF, AND SECOND AMENDMENT TO,
COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES**

THIS REAFFIRMATION OF, AND SECOND AMENDMENT TO, COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES is made as of the 10th day of June, 2003, by FREDERICK GOLDMAN, INC., a New York corporation (the "Assignor"); and FLEET PRECIOUS METALS INC., a Rhode Island corporation ("FPM" or "Agent"), in its capacity as agent for itself and FLEET NATIONAL BANK, a national banking association ("FNB"; and together with FPM, "Fleet"); ABN AMRO BANK N.V., NEW YORK BRANCH ("ABN"); HSBC BANK USA, a New York state banking institution ("HSBC"); and SOVEREIGN BANK, a federal savings bank ("SB"); and SOVEREIGN PRECIOUS METALS, LLC, a Pennsylvania limited liability company and successor in interest to SB with respect to precious metal consignments ("SPM", and together with SB, "Sovereign") (collectively, Fleet, ABN, HSBC and Sovereign are hereinafter sometimes referred to as the "Lenders" and individually as a "Lender") (in such capacity as Agent, FPM is hereinafter sometimes referred to as the "Agent").

WITNESSETH THAT:

WHEREAS, the Assignor executed and delivered a Collateral Assignment of Trademarks and Tradenames dated as of April 13, 2000 in favor of the Agent for the benefit of the Lenders and another financial institution, as amended and reaffirmed from time to time (as amended and reaffirmed, the "Collateral Assignment of Trademarks and Tradenames") whereby the Assignor granted a security interest in all of its assets to secure all obligations, liabilities and indebtedness of the Assignor to the Lenders pursuant to that certain Loan and Consignment Agreement dated April 13, 2000, as amended from time to time, between the Assignor, the Agent, the Lenders and another financial institution (as amended from time to time, the "2000 Loan and Consignment Agreement"); and

WHEREAS, the Assignor, the Lenders and the Agent have extended the term of the credit facilities provided to the Assignor and redocumented the 2000 Loan and Consignment Agreement and it is a condition of such extension and redocumentation that the Assignor amend the Collateral Assignment of Trademarks and Tradenames to ensure that it continues to secure the obligations, liabilities and indebtedness of the Assignor to the Lenders under the 2000 Loan and Consignment Agreement, as amended and restated.

NOW, THEREFORE, in consideration of the premises and the agreement hereinafter set forth and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. All capitalized terms used herein without definition shall have the meanings assigned by the Collateral Assignment of Trademarks and Tradenames.

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2. DIRECTIVE the date hereof, Paragraph 2 of the Collateral Assignment of Trademarks and Tradenames, which contains a definition of "Obligations", is amended in its entirety to read as follows:

"2. **Obligations.** "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 Amended and Restated Secured Promissory Note of the Assignor dated June 10, 2003 issued to FPM in the maximum principal amount of Eleven Million Three Hundred Seventy-Five Thousand Dollars (\$11,375,000) (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 Amended and Restated Secured Promissory Note of the Assignor dated June 10, 2003 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");

(c) that certain Amended and Restated Secured Promissory Note of the Assignor dated June 10, 2003 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 Amended and Restated Secured Promissory Note of the Assignor dated June 10, 2003 issued to SB 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 "Sovereign Revolver Note");

(e) that certain Amended and Restated Secured Promissory Note of the Assignor dated June 10, 2003 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

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-2-

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of agreement which may hereafter be substituted herefor, the Dollar Swing Line Note");

(f) interest rate swap, cap or collar agreements, interest rate future or option contracts, documented pursuant to a Master Agreement (Multicurrency-Cross Border) published by the International Swap and Derivatives Association, Inc. between the Assignor and any of the Lenders (the "Hedge Agreements") entered into in accordance with the terms of the Loan and Consignment Agreement (as hereinafter defined);

(g) forward contracts between the Assignor and FPM for the forward purchase of precious metal (the "Forward Contracts") entered into in accordance with the terms of the Loan and Consignment Agreement; and

(h) all the obligations of the Assignor contained herein and in that certain Amended and Restated Loan and Consignment Agreement dated June 10, 2003 by and among the Assignor, 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", and, together with the Revolving Notes, the Dollar Swing Line Note, the Hedge Agreements, and the Forward Contracts, the "Financing Agreements")."

3. The Assignor hereby reaffirms and ratifies the Collateral Assignment of Trademarks and Tradenames, which shall in all respects remain in full force and effect and the security interests granted therein shall continue to secure all indebtedness of the Assignor to the Lenders pursuant to the Obligations, as defined herein.

4. Exhibits A and B to the Collateral Assignment of Trademarks and Tradenames are hereby amended and restated in their entirety by Schedules A and B attached hereto and made a part hereof.

5. The Assignor reaffirms and restates and incorporates herein by reference, as of the date hereof, all of the representations and warranties made by the Assignor in the Collateral Assignment of Trademarks and Tradenames, except to the extent altered by actions permitted pursuant to the terms hereof or expressly contemplated pursuant to the terms hereof or to the extent the Agent has been advised in writing of any inaccuracy with respect to such representations or warranties and has waived the same in writing.

6. On the date hereof, the obligations of the Assignor to JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), a New York state banking institution ("JPMorgan Chase") under the 2000 Loan and Consignment Agreement are being paid in full and JPMorgan Chase is not a party to the redocumented Loan and Consignment Agreement. Therefore, effective the date hereof, JPMorgan Chase shall no longer be entitled to any of the benefits of the Collateral Assignment of Trademarks and Tradenames and all references in the

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~~Collateral Assignment of Trademarks and Tradenames to the Lenders~~ shall no longer include JPMorgan Chase and shall instead refer to the Lenders as defined in this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames.

7. Effective the date hereof, (a) all references in the Collateral Assignment of Trademarks and Tradenames to the "Loan and Consignment Agreement" shall refer to the Loan and Consignment Agreement as defined in this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames; (b) all references in the Collateral Assignment of Trademarks and Tradenames to the "Revolving Notes" shall refer to the Revolving Notes as defined in this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames; (c) all references in the Collateral Assignment of Trademarks and Tradenames to the "Swing Line Note" shall refer to the Swing Line Note as defined in this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames; and (d) all references to the Term Notes shall be deleted.

8. Any necessary, conforming changes to the Collateral Assignment of Trademarks and Tradenames occasioned by reason of this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames shall be deemed to have been made.

9. This Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames shall be binding upon the parties and their respective successors and assigns.

10. The Assignor and each Lender acknowledge and agree that, except as expressly provided herein, the terms and provisions of the Collateral Assignment of Trademarks and Tradenames remain unchanged and the Collateral Assignment of Trademarks and Tradenames remains in full force and effect in accordance with its terms. The term "Collateral Assignment of Trademarks and Tradenames" as used in the Collateral Assignment of Trademarks and Tradenames and all references to the Collateral Assignment of Trademarks and Tradenames in any other documents or agreements by and between any of the parties hereto which relate to the Assignor shall refer, from and after the date hereof, to the Collateral Assignment of Trademarks and Tradenames, as amended and reaffirmed by this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames

11. This Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames may be executed with one or more counterparts hereof, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Reaffirmation of, and
Second Amendment to, Collateral Assignment of Trademarks and Tradenames to be executed as of
the date first above written

WITNESS:

FREDERICK GOLDMAN, INC.

Samuel F. Hood

By: 

Richard M. Goldman
Title: President

FLEET PRECIOUS METALS INC., as Agent

By: 

Richard Seufert
Title: Senior Vice President

SCHEDULE B
LICENSED MARKS

TRADEMARKS(cont'd)

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
MIDNIGHT STAR	755,467
KPS	1,356,522
KEEPSAKE (BLOCK LETTERS)	App. Filed

Other Marks

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

TRADEMARK
REEL: 002775 FRAME: 0952

TRADEMARK
REEL: 003781 FRAME: 0359

SCHEDULE B
LICENSED MARKS

OTHER TRADEMARKS

ARTCARVED – US
ARTCARVED – CANADA
ARTCARVED – COSTA RICA
ARTCARVED – EL SALVADOR (PENDING)
ARTCARVED – GUATEMALA (PENDING)
ARTCARVED – MEXICO
ARTCARVED – PANAMA (PENDING)
ARTCARVED CANADA

REGISTRATION NO.

REG. #764,668
REG. # 51,076
REG. # 98,648
SER. #3610/96
SER. #96-5440
REG. #383,987
SER. #081-264
REG. #219,298

TERRITORY

1. The United States of America
2. Canada
3. The Bahamas
4. The Caribbean Islands
5. Costa Rica
6. El Salvador
7. Panama
8. Guatemala

RECORDED: 07/03/2003

TRADEMARK
REEL: 002775 FRAME: 0953

TRADEMARK
REEL: 003781 FRAME: 0360

EXHIBIT G

ATTACHED SHEET

Corrective Assignment to correct nature of conveyance from "ASSIGNMENT" to read "SECURITY AGREEMENT", previously recorded on Reel/Frame 002775/0944.

**TRADEMARK
REEL: 003166 FRAME: 0875**

**TRADEMARK
REEL: 003781 FRAME: 0363**

SCHEDULE A
FREDERICK GOLDMAN, INC.

TRADE NAMES

BFH	75/448 460
B.F. HIRSCH*	
B IN BELL DESIGN	1,505,791
CELEBRATION TREASURES	2,537,275
CHAPELFIELDS	2,375,729
CHERISH	(76/485, 181)
CHERISH	75/760 427
CHERISH ALWAYS	(76/505, 506)
CINDERELLA & DESIGN	251,816
COLUMBIA (Stylized)	661,909
CRAFTSMITH DIAMONDS INTERNATIONAL*	
D IN A CIRCLE AND DESIGN	2,219,065
DC (Stylized)	2,475,829
DIANA (Stylized)	231,686
DIANA	75/436 384
DIANA CLASSIC	(76/146, 335)
ETERNALLY YOURS	71/609,209
EXCLUSIVELY YOURS	4/645 109
FG (Stylized Letters)	1,125,345
FG (Stylized Letters)	1,378,040
FG CRAFTSMITH*	
FIRST LOVE. THEN GOLDMAN.	(76/426, 747)
MISCELLANEOUS DESIGN (FRAME DESIGN)	742, 371
GENTLE TOUCH	2,156,649
GEMHK	2,626,057
GOLDMAN	1,351,611
GOLDMAN	
CANADA	677, 688
IGM*	
INTERNATIONAL GOLD METALS*	
LATTICE	75/224 863
LD (Stylized)	2,219,077
LD	75/458 117; 75/473 462
LION DESIGN	214,412
LOHENGRIN	501,224

TRADEMARK
REEL: 002775 FRAME: 0945

TRADEMARK
REEL: 003166 FRAME: 0876

TRADEMARK
REEL: 003781 FRAME: 0364

SCHEDULE A
FREDERICK GOLDMAN, INC.

TRADE NAMES (Cont'd)

LOHENGRIN	214,411
LOHENGRIN	621,276
"LOVE ALWAYS ..." (Stylized)	2,667,787
LOVE ALWAYS	75/614 491
LOVE SPELL	1,706,591
ONLY A KEEPSAKE SAYS LOVE ALWAYS	75/614 491
ORBIT DESIGN STUDIO	2,065,842
THE FIFTH C - CONFIDENCE	2,412,863
TRILOGY (Stylized Letters)	2,000,391
TRITON	2,504,103
24 DOOR TO DOOR & Design	2,100,265
CANADA	809,475
TRIANGLE DESIGN	
CANADA	809,477
TRILOGY	74/626 464
ULTIMATE PLATINUM	2,381,923
ULTIMATELY PLATINUM	2,395,051

*Common Law

TRADEMARK
REEL: 002775 FRAME: 0946

TRADEMARK
REEL: 003166 FRAME: 0877

TRADEMARK
REEL: 003781 FRAME: 0365

**SCHEDULE B
LICENSED MARKS**

TRADEMARKS(cont'd)

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
MIDNIGHT STAR	755,467
KPS	1,356,522
KEEPSAKE (BLOCK LETTERS)	App. Filed

Other Marks

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

**TRADEMARK
REEL: 002775 FRAME: 0962**

**TRADEMARK
REEL: 003166 FRAME: 0878**

**TRADEMARK
REEL: 003781 FRAME: 0366**

SCHEDULE B
LICENSED MARKS

OTHER TRADEMARKS**REGISTRATION NO.**

ARTCARVED - US	REG. #764,668
ARTCARVED - CANADA	REG. # 51,076
ARTCARVED - COSTA RICA	REG. # 98,648
ARTCARVED - EL SALVADOR (PENDING)	SER. #3610/96
ARTCARVED - GUATEMALA (PENDING)	SER. #96-5440
ARTCARVED - MEXICO	REG. #383,987
ARTCARVED - PANAMA (PENDING)	SER. #081-264
ARTCARVED CANADA	REG. #219,298

TERRITORY

1. The United States of America
2. Canada
3. The Bahamas
4. The Caribbean Islands
5. Costa Rica
6. El Salvador
7. Panama
8. Guatemala

RECORDED: 07/03/2003

TRADEMARK
REEL: 002775 FRAME: 0863

TRADEMARK
REEL: 003166 FRAME: 0879

TRADEMARK
REEL: 003781 FRAME: 0367

07-07-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 8/30/2005) **TRADEMARKS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102489815

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

1. Name of conveying party(ies): Frederick Goldman, Inc. **7:313**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State New York
 Other _____

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

2. Name and address of receiving party(ies)

Name: Fleet Precious Metals Inc., as
 Internal Agent
 Address: _____
 Street Address: 111 Westminster Street
 City: Providence State: RI Zip: 02908

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 10, 2003

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2144111

Additional number(s) attached Yes No

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

Name: Patricia J. Igoe, Esq.
 Internal Address: c/o Nixon Peabody LLP

 Street Address: One Citizens Plaza

 City: Providence State: RI Zip: 02903

6. Total number of applications and registrations involved: 53

7. Total fee (37 CFR 3.41).....\$1,340.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

07/03/2003 DIVISION 0000017 214411
 01 FC:8321
 02 FC:8322

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
 Name of Person Signing

[Signature]
 Signature

6/27/03
 Date

Total number of pages including cover sheet, attachments, and documents: 10

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

TRADEMARK REEL: 002775 FRAME: 0944

TRADEMARK REEL: 003166 FRAME: 0880

TRADEMARK REEL: 003781 FRAME: 0368

**REAFFIRMATION OF, AND SECOND AMENDMENT TO,
COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES**

THIS REAFFIRMATION OF, AND SECOND AMENDMENT TO, COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES is made as of the 10th day of June, 2003, by **FREDERICK GOLDMAN, INC.**, a New York corporation (the "Assignor"); and **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation ("FPM" or "Agent"), in its capacity as agent for itself and **FLEET NATIONAL BANK**, a national banking association ("FNB"; and together with FPM, "Fleet"); **ABN AMRO BANK N.V., NEW YORK BRANCH** ("ABN"); **HSBC BANK USA**, a New York state banking institution ("HSBC"); and **SOVEREIGN BANK**, a federal savings bank ("SB"); and **SOVEREIGN PRECIOUS METALS, LLC**, a Pennsylvania limited liability company and successor in interest to SB with respect to precious metal consignments ("SPM", and together with SB, "Sovereign") (collectively, Fleet, ABN, HSBC and Sovereign are hereinafter sometimes referred to as the "Lenders" and individually as a "Lender") (in such capacity as Agent, FPM is hereinafter sometimes referred to as the "Agent").

WITNESSETH THAT:

WHEREAS, the Assignor executed and delivered a Collateral Assignment of Trademarks and Tradenames dated as of April 13, 2000 in favor of the Agent for the benefit of the Lenders and another financial institution, as amended and reaffirmed from time to time (as amended and reaffirmed, the "Collateral Assignment of Trademarks and Tradenames") whereby the Assignor granted a security interest in all of its assets to secure all obligations, liabilities and indebtedness of the Assignor to the Lenders pursuant to that certain Loan and Consignment Agreement dated April 13, 2000, as amended from time to time, between the Assignor, the Agent, the Lenders and another financial institution (as amended from time to time, the "2000 Loan and Consignment Agreement"); and

WHEREAS, the Assignor, the Lenders and the Agent have extended the term of the credit facilities provided to the Assignor and redocumented the 2000 Loan and Consignment Agreement and it is a condition of such extension and redocumentation that the Assignor amend the Collateral Assignment of Trademarks and Tradenames to ensure that it continues to secure the obligations, liabilities and indebtedness of the Assignor to the Lenders under the 2000 Loan and Consignment Agreement, as amended and restated.

NOW, THEREFORE, in consideration of the premises and the agreement hereinafter set forth and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. All capitalized terms used herein without definition shall have the meanings assigned by the Collateral Assignment of Trademarks and Tradenames.

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2. Effective the date hereof, Paragraph 2 of the Collateral Assignment of Trademarks and Tradenames, which contains a definition of "Obligations", is amended in its entirety to read as follows:

"2. Obligations. "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 Amended and Restated Secured Promissory Note of the Assignor dated June 10, 2003 issued to FPM in the maximum principal amount of Eleven Million Three Hundred Seventy-Five Thousand Dollars (\$11,375,000) (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 Amended and Restated Secured Promissory Note of the Assignor dated June 10, 2003 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");

(c) that certain Amended and Restated Secured Promissory Note of the Assignor dated June 10, 2003 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 Amended and Restated Secured Promissory Note of the Assignor dated June 10, 2003 issued to SB 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 "Sovereign Revolver Note");

(e) that certain Amended and Restated Secured Promissory Note of the Assignor dated June 10, 2003 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

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-2-

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or agreement which may hereafter be substituted therefor, the "Dollar Swing Line Note");

(f) interest rate swap, cap or collar agreements, interest rate future or option contracts, documented pursuant to a Master Agreement (Multicurrency-Cross Border) published by the International Swap and Derivatives Association, Inc. between the Assignor and any of the Lenders (the "Hedge Agreements") entered into in accordance with the terms of the Loan and Consignment Agreement (as hereinafter defined);

(g) forward contracts between the Assignor and FPM for the forward purchase of precious metal (the "Forward Contracts") entered into in accordance with the terms of the Loan and Consignment Agreement; and

(h) all the obligations of the Assignor contained herein and in that certain Amended and Restated Loan and Consignment Agreement dated June 10, 2003 by and among the Assignor, 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", and, together with the Revolving Notes, the Dollar Swing Line Note, the Hedge Agreements, and the Forward Contracts, the "Financing Agreements")."

3. The Assignor hereby reaffirms and ratifies the Collateral Assignment of Trademarks and Tradenames, which shall in all respects remain in full force and effect and the security interests granted therein shall continue to secure all indebtedness of the Assignor to the Lenders pursuant to the Obligations, as defined herein.

4. Exhibits A and B to the Collateral Assignment of Trademarks and Tradenames are hereby amended and restated in their entirety by Schedules A and B attached hereto and made a part hereof.

5. The Assignor reaffirms and restates and incorporates herein by reference, as of the date hereof, all of the representations and warranties made by the Assignor in the Collateral Assignment of Trademarks and Tradenames, except to the extent altered by actions permitted pursuant to the terms hereof or expressly contemplated pursuant to the terms hereof or to the extent the Agent has been advised in writing of any inaccuracy with respect to such representations or warranties and has waived the same in writing.

6. On the date hereof, the obligations of the Assignor to JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), a New York state banking institution ("JPMorgan Chase") under the 2000 Loan and Consignment Agreement are being paid in full and JPMorgan Chase is not a party to the redocumented Loan and Consignment Agreement. Therefore, effective the date hereof, JPMorgan Chase shall no longer be entitled to any of the benefits of the Collateral Assignment of Trademarks and Tradenames and all references in the

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REEL: 003781 FRAME: 0371

Collateral Assignment of Trademarks and Tradenames to the "Lenders" shall no longer include JPMorgan Chase and shall instead refer to the Lenders as defined in this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames.

7. Effective the date hereof, (a) all references in the Collateral Assignment of Trademarks and Tradenames to the "Loan and Consignment Agreement" shall refer to the Loan and Consignment Agreement as defined in this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames; (b) all references in the Collateral Assignment of Trademarks and Tradenames to the "Revolving Notes" shall refer to the Revolving Notes as defined in this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames; (c) all references in the Collateral Assignment of Trademarks and Tradenames to the "Swing Line Note" shall refer to the Swing Line Note as defined in this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames; and (d) all references to the Term Notes shall be deleted.

8. Any necessary, conforming changes to the Collateral Assignment of Trademarks and Tradenames occasioned by reason of this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames shall be deemed to have been made.

9. This Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames shall be binding upon the parties and their respective successors and assigns.

10. The Assignor and each Lender acknowledge and agree that, except as expressly provided herein, the terms and provisions of the Collateral Assignment of Trademarks and Tradenames remain unchanged and the Collateral Assignment of Trademarks and Tradenames remains in full force and effect in accordance with its terms. The term "Collateral Assignment of Trademarks and Tradenames" as used in the Collateral Assignment of Trademarks and Tradenames and all references to the Collateral Assignment of Trademarks and Tradenames in any other documents or agreements by and between any of the parties hereto which relate to the Assignor shall refer, from and after the date hereof, to the Collateral Assignment of Trademarks and Tradenames, as amended and reaffirmed by this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames

11. This Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames may be executed with one or more counterparts hereof, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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TRADEMARK
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TRADEMARK
REEL: 003166 FRAME: 0884

TRADEMARK
REEL: 003781 FRAME: 0372

IN WITNESS WHEREOF, the parties hereto have caused this Reaffirmation of, and Second Amendment to, Collateral Assignment of Trademarks and Tradenames to be executed as of the date first above written

WITNESS:

FREDERICK GOLDMAN, INC.

James F. Hook

By: 

Richard M. Goldman

Title: President

FLEET PRECIOUS METALS INC., as Agent

By: 

Richard Scufert

Title: Senior Vice President

P100258.4

-5-

RECORDED: 07/27/2005

TRADEMARK
REEL: 002775 FRAME: 0951

TRADEMARK
REEL: 003166 FRAME: 0885

TRADEMARK
REEL: 003781 FRAME: 0373

AFFIDAVIT OF STEVE W. ACKERMAN

I, Steve W. Ackerman, Assistant Secretary of Disney Enterprises, Inc., being duly sworn, state as follows:

1. I am executing this Affidavit to correct the chain of title for Reg. No. 251,816 for the CINDERELLA mark.

2. Columbia Diamond Ring Company, Inc. assigned the entire interest & goodwill of Reg. No. 251,816 to International Licensing Corporation. This Assignment was recorded on August 21, 1990, at Reel/Frame 0733/0659. A true and correct copy of this Assignment is attached as Exhibit A.

3. International Licensing Corporation assigned the entire interest of Reg. No. 251,816 to ILC Licensing Corporation, S.A. This Assignment was recorded on May 30, 1996, at Reel/Frame 1525/0538. A true and correct copy of this Assignment is attached as Exhibit B.

4. Columbia Diamond Ring Company, Inc. erroneously assigned Reg. No. 251,816 to Aurafin LLC. This erroneous Assignment was recorded on April 28, 2000, at Reel/Frame 2071/0601. A true and correct copy of the erroneously recorded Assignment is attached as Exhibit C.

5. Aurafin LLC erroneously assigned Reg. No. 251, 816 to Frederick Goldman, Inc. This erroneous Assignment was recorded on May 19, 2000, at Reel/Frame 2084/0710. A true and correct copy of the erroneously recorded Assignment is attached as Exhibit D.

6. ILC Licensing Corporation, S.A. assigned the entire interest of Reg. No. 251,816 to Disney Enterprises, Inc. This Assignment was recorded on February 21, 2002, at Reel/Frame 2457/0637. A true and correct copy of this Assignment is attached as Exhibit E.

7. Frederick Goldman, Inc. erroneously assigned Reg. No. 251, 816 to Fleet Precious Metals Inc. This erroneous Assignment was recorded on July 3, 2003, at Reel/Frame 2775/0944. A true and correct copy of the erroneously recorded Assignment is attached as Exhibit F.

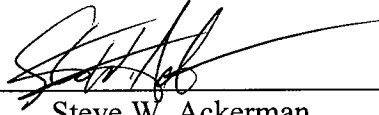
8. **Frederick Goldman, Inc. erroneously filed a corrective assignment for Reg. No. 251,816 to correct the nature of the filing from Assignment to Security Interest. This erroneous corrective assignment was recorded on July 27, 2005, at Reel/Frame 3166/0874. A true and correct copy of the erroneously recorded corrective assignment is attached as Exhibit G.**

9. As Frederick Goldman, Inc. was never the owner of Reg. No. 251,816, Frederick Goldman, Inc. had no authority to record a security interest of the registration to Fleet Precious Metals Inc.

Therefore, let the record be corrected to reflect that the owner of Reg. No. 251,816 is
Disney Enterprises, Inc.

Dated this 1 day of May, 2008.

DISNEY ENTERPRISES, INC.



Steve W. Ackerman
Vice President – Counsel and Assistant Secretary

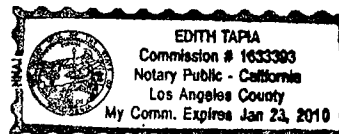
JURAT

State of California)
)
County of Los Angeles) ss.

Subscribed and sworn to (or affirmed) before me on this 1st day of May, 2008, by Steve W. Ackerman, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Edith Tapia, Notary Public



(Seal)