Ø1002 U.S. DEPARTMENT OF COMMERC 04-08-1999 HEET FORM PTO-1594 REC Patent and Frademark Office (Rnv. 6-93) OMB No. 0651-0011 (exp. 4/94) T Tab settings ⇒ ⊃ ⊃ ▼ 101006869 iched original documents or copy thereof. To the Honorable Commissioner of Pale. Name and address of receiving party(ies) Name of conveying party(ies): Name: Michael Anthony Jewelers, Inc. Deutsche Bank AG, New York Branch, as Assignee of Deutsche Bank Sharps, Pixley Inc. Internal Address:\_\_ Street Address: 115 South MacQuesten Parkway ☐ Association individual(s) (1) Limited Partnership U General Partnership City: Mount Vernon State: NY ZIP: 10550 ☐ Corporation-State M Other Bank ☐ Individual(s) citizenship\_\_\_\_\_ Additional name(s) of conveying party(ics) attached? D Yes XXNo Association \_\_\_\_\_\_ General Partnership\_ 3. Nature of conveyance: D Limited Pannership ☑ Corporation-State Delaware Merger ☐ Assignment Other\_ ☐ Change of Name □ Security Agreement If assigner is not domiciled in the United States, a domestic representative designate XX Other Letter Agreement □ Yes 3 No is attached: (Designations must be a separate document from assignment) Execution Date: October 14, 1998 Additional name(s) & address(es) allached? 🗅 Yes 🗅 No Application number(s) or patent number(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) Please see attached sheet. Please see attached sheet. Additional numbers attached? XX Yes D No 6. Total number of applications and Name and address of party to whom correspondence registrations involved: concerning document should be mailed: Name: Patricia J. Igoe, Esq. 7. Total fee (37 CFR 3.41).....\$ 790\_00\_\_\_ Internal Address: Peabody & Brown ☑ Enclosed Authorized to be charged to deposit account Street Address: One Citizens Plaza 8. Deposit account number: City: Providence State: RI ZIP: 02903 (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 the original document.

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Signature

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

Patricia J. Igoe

Name of Person Signing

2/1/99

Date

## EXHIBIT A

# TO SECURITY AGREEMENT (TRADEMARKS AND SERVICE MARKS) As of September 1, 1998

# U.S. TRADEMARK REGISTRATIONS

Registration No.	Date Resistered	Trademark
1,267,092	2/14/84	MA (stylized)
1,478,629	3/1/88	Michael Anthony
1.641,205	4/16/91	Michael Anthony (script and design)
1,686,298	5/12/92	Maurice Katz
1,363,285	10/1/85	Jerdinay
1,427,454	2/3/87	Goldengram
1,864,293	11/22/94	Scoreboard
1,962,889	3/19/96	Lave Leaf
1,964,798	3/26/96	The American Rope
1,980,669	6/12/96	Cast of Characters
2,036,086	2/4/97	The Angelio Alphabet
2,052,687	4/15/97	The Everything Rope
1,002,275	1/21/75	IRC (stylized)
1,370,058	11/21/85	Louis Repard
2,077,204	7/8/97	The Golden Name Collection
865,735	3/4/69	BC
2,159,239	5/19/98	The Ultimate Rope
2,157,877	5/12/98	Premium Rope
2,160,337	5/26/98	Spirit of the Team!
2,165,702	6/16/98	Michael Anthony The Name America
24000	<del>-</del> .	Trusts, the Jewelry America Wears
2,165,703	6/16/98	Michael Anthony (script)
2,169,404	6/30/98	Michael Anthony
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Application Serial No.	Date of Application	Trademark
75,309,885	6/17/97	MA (stylized)
75,287,989	2/ /97	Marc Anton (watches only)
75/469,841	4/17/98	The White Sarin Collection
75/496,419	6/4/98	Team Gold
75/477,472	4/30/9E	The Name is Everything!
TRD	9/ /98	Angel Prayer

## U.S. SERVICEMARK REGISTRATIONS

Registration No.	Date Resistered	Servicemark
1,527,317	2/2.8/89	Preferred Gold Club
1,928,388	10/17/95	The Only One With It All on the Wall

'includes watches

marksist, lwo 090198

> **TRADEMARK REEL: 1880 FRAME: 0072**

FLEET PRECIOUS METALS INC., as successor Agent for BankBoston, N.A. (f/k/a Rhode Island Hospital Trust National Bank) for the lenders described in Exhibit A hereto 111 Westminster Street Providence, Rhode Island 02903

#### Ladies and Gentlemen:

Reference is hereby made to (a) that certain Amended and Restated Intercreditor Agreement dated as of August 20, 1993, as amended from time to time (as amended, the "Intercreditor Agreement") among certain secured lenders of Michael Anthony Jewelers, Inc., a Delaware corporation (the "Borrower"); (b) that certain Amended and Restated Collateral Sharing Agreement dated as of August 20, 1993, as amended from time to time (as amended, the "Collateral Sharing Agreement") among certain consignors who have extended secured consignment facilities to the Borrower; (c) that certain Security Agreement dated as of August 20, 1993, as amended from time to time (as amended, the "Security Agreement") of the Borrower in favor of the agent named therein and those consignors who have extended secured consignment facilities to the Borrower: (d) that certain Landlord's Consent and Waiver Agreement dated as of August 20, 1993, as amended from time to time (as amended, the "Landlord's Agreement") in favor of the agent named therein for the benefit of certain consignors who have extended secured consignment facilities to the Borrower; and (e) that certain Assignment of Trademarks and Servicemarks as Collateral dated July 12, 1990, as amended from time to time (as amended, the "Trademark Assignment") of the Borrower in favor of the agent named therein and those consignors who have extended secured consignment facilities to the Borrower. The Intercreditor Agreement, the Collateral Sharing Agreement, the Security Agreement, the Landlord's Agreement the Trademark Assignment are hereinafter sometimes referred to collectively as the "Collateral Documents". Deutsche Bank Ab, New York Baanch ("DBNY") as assignee of

Deutsche Bank Sharps, Pixley Inc. ("DBSPI") hereby acknowledges that it was a party to each of the Intercreditor Agreement, the Collateral Sharing Agreement, the Security Agreement and the Trademark Assignment and derived benefit from the Landlord's Agreement.

The letter will confirm to Fleet Precious Metals Inc., as agent, and to each of the parties to the Collateral Documents, the following:

1. DBSP! has terminated the consignment arrangement between DBSPI and the Borrower previously evidenced by, among other documents, that certain Consignment Agreement dated as of September 1, 1994 by and between DBSPI and the Borrower, as amended, and, to the extent of DBSPI's rights therein, the Collateral Documents.

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2. DBSPI acknowledges that by virtue of the termination referred to in paragraph 1 above it is no longer a party to, and accordingly consents to being deleted as a party to the Intercreditor Agreement, the Collateral Sharing Agreement, the Security Agreement and the Trademark Assignment and, in consideration thereof, DBSPI is released of any and all liability for the performance and observance of all and singular of the covenants, agreements, and conditions of the Intercreditor Agreement, the Collateral Sharing Agreement, the Security Agreement and the Trademark Assignment which are to be performed by it thereunder.

DBN shall no longer be entitled to any of the benefits of the Collateral

Documents.

Ab New York Branch DEUTSCHE BANKSHARPS, PIXLEY INC.

Title Assistant Vize President

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FLEET PRECIOUS METALS INC., as successor Agent for BankBoston, N.A. (f/k/a Rhode Island Hospital Trust National Bank) for the lenders described in Exhibit A hereto 111 Westminster Street Providence, Rhode Island 02903

### Ladies and Gentlemen:

DBINY

Reference is hereby made to (a) that certain Amended and Restated Intercreditor Agreement dated as of August 20, 1993, as amended from time to time (as amended, the "Intercreditor Agreement") among certain secured lenders of Michael Anthony Jewelers, Inc., a Delaware corporation (the "Borrower"); (b) that certain Amended and Restated Collateral Sharing Agreement dated as of August 20, 1993, as amended from time to time (as amended, the "Collateral Sharing Agreement") among certain consignors who have extended secured consignment facilities to the Borrower; (c) that certain Security Agreement dated as of August 20, 1993, as amended from time to time (as amended, the "Security Agreement") of the Borrower in favor of the agent named therein and those consignors who have extended secured consignment facilities to the Borrower; (d) that certain Landlord's Consent and Waiver Agreement dated as of August 20, 1993, as amended from time to time (as amended, the "Landlord's Agreement") in favor of the agent named therein for the benefit of certain consignors who have extended secured consignment facilities to the Borrower; and (e) that certain Assignment of Trademarks and Servicemarks as Collateral dated July 12, 1990, as amended from time to time (as amended, the "Trademark Assignment") of the Borrower in favor of the agent named therein and those consignors who have extended secured consignment facilities to the Borrower. The Intercreditor Agreement, the Collateral Sharing Agreement, the Security Agreement, the Landlord's Agreement the Trademark Assignment are hereinafter sometimes referred to collectively as the "Collateral Documents". Deutsche Bank Ab, New York Baanch ("DBNy") as a ssignee of

Deutsche Bank Sharps, Pixley Inc. ("DBSPI") hereby acknowledges that it was a party to each of the Intercreditor Agreement, the Collateral Sharing Agreement, the Security Agreement and the Trademark Assignment and derived benefit from the Landlord's Agreement.

The letter will confirm to Fleet Precious Metals Inc., as agent, and to each of the parties to the Collateral Documents, the following:

93V1 1. DBSPI has terminated the consignment arrangement between DBSPI and the Borrower previously evidenced by, among other documents, that certain Consignment Agreement dated as of September 1, 1994 by and between DBSPI and the Borrower, as amended, and, to the extent of DBSPI's rights therein, the Collateral Documents. except us noted below

> TRADEMARK **REEL: 1880 FRAME: 0075**

FLEET PRECIOUS METALS INC., as successor Agent for BankBoston, N.A. (f/k/a Rhode Island Hospital Trust National Bank) for the lenders described in Exhibit A hereto

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DBNY
DBSPI shall no longer be entitled to any of the benefits of the Collateral

Documents.

DEUTSCHE BANKSHARPS, PIXLEY INC.

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TRADEMARK REEL: 1880 FRAME: 0076

RECORDED: 04/08/1999