

11-03-2000



101504111

Re

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 10-17-00

New

Resubmission (Non-Recordation)
Document ID # 101445463

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 correction to number of properties from 43 to 73

Conveying Party Mark if additional names of conveying parties attached

Name M. A. Brands, Inc. Execution Date 07/19/00
Month Day Year

Formerly []

Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name Fleet Precious Metals Inc., as Agent

DBA/AKA/TA []

Composed of []

Address (line 1) 111 Westminster Street

Address (line 2) []

Address (line 3) Providence Rhode Island 02903
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other []

Citizenship/State of Incorporation/Organization Rhode Island

11/02/2000 AAHMED1 00000151 1267092
01 FC:481 40.00 DP
02 FC:482 1800.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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

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

\$750.00 enclosed

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

Name of Person Signing

Signature

10/13/00

Date Signed

**EXHIBIT A
TO SECURITY AGREEMENT (TRADEMARKS AND SERVICE MARKS)
As Of December 17, 1999**

U.S. TRADEMARK REGISTRATIONS

Registration No.	Date Registered	Trademark
1,267,092	02/14/84	MA (stylized)
1,686,298	05/12/92	Maurice Katz
1,478,629	03/01/88	Michael Anthony
865,735	03/04/69	BC
1,980,669	06/18/96	Cast of Characters
1,427,454	02/03/87	Goldengram
1,363,285	10/01/85	Jardinay
1,962,889	03/19/96	Lava Leaf
2,230,006	03/09/99	Marc Anton (watches only)
1,641,205	04/16/91	Michael Anthony (stylized)
2,165,703	06/16/98	Michael Anthony (script)*
2,169,404	06/30/98	Michael Anthony*
2,165,702	06/16/98	Michael Anthony...The Name America Trusts, the Jewelry America Wears
2,157,877	05/12/98	Premium Rope
1,864,293	11/22/94	Scoreboard
2,160,337	05/26/98	Spirit of the Team!
2,271,996	08/24/99	Team Gold
1,964,798	03/26/96	The American Rope
2,036,086	02/04/97	The Angelic Alphabet
2,052,687	04/15/97	The Everything Rope
2,077,204	07/08/97	The Golden Name Collection
2,251,460	06/08/99	The Name is Everything
2,159,239	05/19/98	The Ultimate Rope
2,180,415	08/11/98	MA (stylized)
2,294,137	11/23/99	The White Satin Collection
2,291,106	11/09/99	Personalized Memories
2,318,825	02/15/00	Angel Prayer
1,864,247	11/22/94	Ocean Treasures
2,183,070	08/18/98	Sculpted Elegance
2,189,384	09/15/98	Timeless Dimensions
2,222,034	02/02/99	Beaded Impressions
2,107,932	10/21/97	X-Scene Fine Jewelry with An Attitude
1,725,467	10/20/92	T&C
1,687,788	05/19/92	Anju
1,542,444	06/06/89	T&C & Design
1,231,823	03/22/83	VG (stylized)
1,061,629	03/22/77	Diamond Partners
1,034,791	03/02/76	FO
1,030,757	01/20/76	II
1,023,720	10/28/75	LoveLace
1,023,719	10/28/75	FIDCO
586,133	2/23/54	Forever Together
586,853	3/16/54	Beauti-Glo

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75/607,095	12/17/98	Rope 2000
75/700,901	05/07/99	Millennium Promise
74/662,566	02/07/97(Date Abandoned)	Expressions of Love
75/116,431	08/24/98(Date Abandoned)	Artisans Gold
75/245,543	08/24/98(Date Abandoned)	Alloy 2000
75/477,471	12/18/98(Date Abandoned)	01/01/01
75/689,497	04/21/99	Precious Family Memories
75/700,838	05/07/99	Precious Occasions
75/517,575	07/13/98	Expressions of Faith
75/496,368	06/04/98	Team All American Gold
75/792,301	09/03/99	Beauti-Gem
75/791,550	09/03/99	The Perfection Of Gold
75/792,300	09/03/99	Verilyte
75/901,741	01/24/00	Glitter Rope
75/887,812	01/05/00	Token Expressions
75/887,811	01/05/00	Message Heart
75/432,608	02/11/98	My Very Own Diamond
75/432,409	02/11/98	Just Like Mom
75/306,111	06/10/97	Strands of Love
75/289,047	05/09/97	Sculpted Gold
75/289,046	05/09/97	Tapestry
75/289,045	05/09/97	Blooming Colors by Town & Country
75/289,044	05/09/97	Garden Club by Town & Country
75/289,043	05/09/97	Love Counts
N/A	mailed out 11/99	Optima Rope
N/A	mailed out 12/99	Golden Occasions
N/A	mailed out 12/99	Love Bugs (and Design)

U.S. SERVICEMARK REGISTRATIONS

Registration No.	Date Registered	Servicemark
1,527,317	02/28/89	Preferred Gold Club
1,928,388	10/17/95	The Only One With It All on the Wall

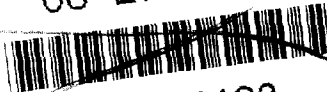
FOREIGN TRADEMARKS

Application Serial No.	Date of Application	Trademark
886,872	03/09/99	White Satin Collection (Canada)
383,094(Reg. No.)	04/19/91(Reg. Date)	MA stylized (Canada)
378,017(Reg. No.)	01/11/91(Reg. Date)	Michael Anthony (Canada)
365,655(Reg. No.)	03/13/92(Reg. Date)	JW (Canada)
9,800,148,239	12/31/98	MA stylized (China)
9,800,148,238	12/31/98	Michael Anthony (China)
123,107	10/15/98	Michael Anthony (Israel)
123,108	10/15/98	MA stylized (Israel)
864,026(Reg. No.)	08/16/99(Reg. Date)	Michael Anthony (Taiwan)
87,050,377	10/15/99	MA stylized (Taiwan)
2,180,223(Reg. No.)	10/22/98(Reg. Date)	Michael Anthony (UK)
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4,329,200(Reg. No.)	10/29/99(Reg. Date)	MA stylized (Japan)
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001011436	09/12/98	Michael Anthony (European Community)
001012020	09/12/98	MA stylized (European Community)
569,743(Reg. No.)	05/08/92(Reg. Date)	Michael Anthony (Italy)
506,174(Reg. No.)	03/21/89(Reg. Date)	MA (Italy)
1,155,910(Reg. No.)	06/28/89(Reg. Date)	MA stylized (Germany)
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*includes watches

m:/transfer/rita/trademark2

08-28-2000



101445463

8.3.00

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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
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other Amendment to Security Agreement

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name M. A. Brands, Inc.

07/19/00

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
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Name Fleet Precious Metals Inc., as Agent

DBA/AKA/TA _____

Composed of _____

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Address (line 3) Providence

Rhode Island

02903

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
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FOR OFFICE USE ONLY

08/25/2000 JJALLAH2 00000066 1267092

Adjustment date: 11/02/2000 AHMED1

01 FC:481 40.00 DP
02 FC:482 1050.00 DP

08/25/2000 JJALLAH2 00000066 1267092
01 FC:481 -40.00 DP
02 FC:482 -1050.00 DP

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Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

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

Number of Properties

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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.

Patricia J. Igoe

Name of Person Signing

Signature

Date Signed

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*includes watches

m:/transfer/rita/trademark2

FIRST AMENDMENT TO SECURITY AGREEMENT
(TRADEMARKS AND SERVICE MARKS)

THIS FIRST AMENDMENT is made as of the 15th day of July, 2000, between MA BRANDS, INC., a Delaware corporation having a principal place of business at 900 Market Street, Suite, 200, Wilmington, Delaware 19801 ("MAJ Delaware"), and FLEET PRECIOUS METALS, INC., as agent (in such capacity, together with its successors and assigns in such capacity, "Agent") for the benefit of ABN AMRO BANK N.V., NEW YORK BRANCH; FLEET PRECIOUS METALS INC.; CREDIT SUISSE FIRST BOSTON; PARIBAS, MITSUI & CO. (U.S.A.), INC. ("Mitsui") and each of the financial institutions who become Consignors under, and as defined in, that certain Amended and Restated Collateral Sharing Agreement dated August 20, 1993, as amended from time to time (jointly and severally, "Consignors").

W I T N E S S E T H T H A T:

WHEREAS, the Consignors (other than Mitsui), the Agent and MAJ Delaware are parties to a certain Security Agreement (Trademarks and Service Marks) dated as of December 19, 1999 (the "Security Agreement (Trademarks and Service Marks)") pursuant to which MAJ Delaware granted to the Consignors (other than Mitsui) and the Agent a security interest in the Marks (as defined therein) and provided for the enforcement of such security interest; and

WHEREAS, MAJ Delaware and Mitsui desire to add Mitsui as a "Consignor" pursuant to the terms of the Security Agreement (Trademarks and Service Marks) as Mitsui has entered into a Consignment Agreement dated as of November 29, 1999 (hereinafter, as amended or modified from time to time, the "Mitsui Agreement") with MAJ Delaware; and

WHEREAS, Mitsui is willing to comply with the covenants and terms of such Security Agreement (Trademarks and Service Marks) and any documents executed by the Consignors in connection with the Security Agreement (Trademarks and Service Marks); and

WHEREAS, the Agent and MAJ Delaware desire to further amend the Security Agreement (Trademarks and Service Marks) in order to amend the list of trademarks in which the Agent has been granted a security interest;

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

1. The Consignors, the Agent and MAJ Delaware hereby consent to the addition of Mitsui as a party to the Security Agreement (Trademarks and Service Marks), with Mitsui to be included as a Consignor pursuant to the terms of the Security Agreement (Trademarks and Service Marks).

2. The Security Agreement (Trademarks and Service Marks) is hereby amended so that the term "Consignors" as used therein and herein shall include, from and after the date hereof, Mitsui and Mitsui shall be entitled to all of the rights and benefits of hereunder.

3. In order to secure the due and punctual payment and performance of all indebtedness, liabilities and obligations of MAJ Delaware contained in the Mitsui Agreement and any related security instruments, and to secure the due and punctual payment and performance of all indebtedness, liabilities and obligations of MAJ Delaware to Mitsui of every kind and description, direct, indirect or contingent, now or hereafter existing, secured or unsecured, due or to become due, including (without limitation) the obligations of MAJ Delaware under the Security Agreement (Trademarks and Service Marks), obligations with respect to forward contracts for the purchase or sale of precious metal and obligations of MAJ Delaware relating to unpaid purchase price for Precious Metal (which indebtedness, liabilities and obligations shall be deemed to be included as "Obligations" for all purposes of the Security Agreement (Trademarks and Service Marks)), MAJ Delaware hereby grants to the Agent on behalf of Mitsui and to Mitsui, and hereby ratifies and affirms its grant to the Agent on behalf of the other Consignors and to each of the other Consignors of, a continuing security interest in and a lien upon the Marks.

4. Exhibit A to the Security Agreement (Trademarks and Service Marks) is hereby amended and restated in its entirety by Schedule A to this First Amendment and Agreement Security Agreement (Trademarks and Service Marks) attached hereto and made a part hereof. From and after the date hereof, the definition of "Marks" set forth in the Security Agreement (Trademarks and Service Marks) shall be deemed to include all of the trademarks, trademark applications, trademark registrations and service marks and the rights described and claimed therein and goodwill associated therewith, which are more particularly described and referenced on Exhibit A, as amended by this First Amendment and Agreement to Security Agreement (Trademarks and Service Marks),

5. MAJ Delaware hereby grants to Agent and each of the Consignors a continuing security interest in and lien upon all of MAJ Delaware's right, title and interest in, to and under, whether presently existing or hereafter arising or acquired, the Marks and all other trademarks, service marks and general intangibles of a like nature, together with all of the goodwill of the business in connection with which the Marks are used, all claims for damage by reason of infringement of any such Marks, and any and all proceeds of the Marks, including property purchased with such proceeds during the continuance of an Event of Default as defined in any agreement between MAJ or MAJ Delaware and Agent or any of the Consignors (hereinafter, an "Event of Default")

6. Any necessary, conforming changes to the Security Agreement (Trademarks and Service Marks) occasioned by reason of this First Amendment shall be deemed to have been made.

7. This First Amendment shall be binding upon the parties and their respective successors and assigns.

8. Each of MAJ Delaware, each Consignor and the Agent acknowledge and agree that, except as expressly provided herein, the terms and provisions of the Security Agreement (Trademarks and Service Marks) remain unchanged and the Security Agreement (Trademarks and Service Marks) remains in full force and effect in accordance with its terms. The term "Security Agreement (Trademarks and Service Marks)" as used in the Security Agreement (Trademarks and Service Marks) and all references to the Security Agreement (Trademarks and Service Marks) in any other documents or agreements between any of the parties hereto which relate to MAJ Delaware shall refer, from and after the date hereof, to the Security Agreement (Trademarks and Service Marks) as amended and supplemented by this First Amendment.

9. Unless otherwise defined herein or in the context otherwise requires, all terms and phrases which are defined in the Security Agreement (Trademarks and Service Marks) shall have the same meaning when used herein.

10. This First Amendment shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to the conflict of laws principles thereof.

11. This First Amendment 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.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized officers as of the date first above written.

MA BRANDS, INC.

By 

Title ASSET Treasurer

Address: 900 Market St., Suite 200

Wilmington DE 19801

Telecopy: 914-699-2335

FLEET PRECIOUS METALS INC., as
Agent

By 

Title _____

By 

Title _____

Telecopy: 401-278-3070

STATE OF NEW YORK
COUNTY OF WESTCHESTER

On the 19th day of July, 2000, before me personally appeared Michael A. Paolercio, Asst. Treasurer of MA Brands, Inc., to me known and known by me to be the person executing the foregoing instrument, and acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said MA Brands, Inc.

GLADYS JAGDEO
Notary Public State of New York
No. 011A5062118
Qualified in Westchester County
Commission Expires June 24, 2002

Gladys Jagdeo
Notary Public
My commission expires: _____

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On the 25th day of July, 2000, before me personally appeared SHARON A. DELFINO, V.P. and PAUL H. BOGHOSIAN, V.P. of Fleet Precious Metals Inc., to me known and known by me to be the persons executing the foregoing instrument, and acknowledged said instrument by them executed to be their free act and deed in said capacities and the free act and deed of said Fleet Precious Metals Inc., individually and as Agent.

Steven M. Lafemine
Notary Public
My commission expires: April 7, 2003

P55312.1



NIXON PEABODY LLP

ATTORNEYS AT LAW

One Citizens Plaza

Providence, RI 02903

(401) 454-1000

Fax: (401) 454-1030

Direct Dial: (401) 454-1031

E-Mail: vcatalano@nixonpeabody.com

October 13, 2000

CERTIFIED MAIL

U.S. Department of Commerce
Commissioner of U.S. Patents & Trademarks
Box Assignments
Washington, DC 20231

Re: Document ID No. 101445463
Amendment to Security Agreement
M.A. Brands, Inc./Fleet Precious Metals Inc., as Agent

To Whom It May Concern:

I have enclosed for filing a corrected Recordation Form Cover Sheet for Trademarks along with your letter of October 3, 2000, the original Recordation Form Cover Sheet including all original attachments thereto in connection with the above-referenced matter.

The original Recordation Cover Sheet incorrectly listed 43 properties, the correct number of properties is 73. Enclosed is a check in the amount of \$750 which represents the remainder of the required filing fee of \$1840.00 for this document and properties. I understand that the original recording date will be used. Please send me proof of the recordation of this documentation at the above address as soon as possible.

Please call me at the above number if you have any questions. Thank you for your assistance.

Sincerely yours,

Victoria A. Catalano
Paralegal

Enclosures

cc: Patricia J. Igoe, Esq. (w/enclosure)