

04-24-2001



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4.10.01

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

APR 10 2001

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

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

Effective Date  
Month Day Year  
3 12 01

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
3 12 01

Formerly

1867092

- 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

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

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 Igoe

Name of Person Signing

Signature

Date Signed

4/2/01

<b>Application Serial No.</b>	<b>Date of Application</b>	<b>Trademark</b>
75/715,999	05/27/99	USA Gold by Michael Anthony
75/607,095	12/17/98	Rope 2000
75/700,901	05/07/99	Millennium Promise
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

**U.S. SERVICEMARK REGISTRATIONS**

<b>Registration No.</b>	<b>Date Registered</b>	<b>Servicemark</b>
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**

<b>Application Serial No.</b>	<b>Date of Application</b>	<b>Trademark</b>
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)
1,387,293	06/19/89	MA (UK)
4,329,200(Reg. No.)	10/29/99(Reg. Date)	MA stylized (Japan)
4,329,199(Reg. No.)	10/29/99(Reg. Date)	Michael Anthony (Japan)
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)
1,155,911(Reg. No.)	05/08/92(Reg. Date)	Michael Anthony (Germany)

\*includes watches

m:/transfer/rita/trademark2

FIRST AMENDMENT TO SECURITY AGREEMENT  
(TRADEMARKS AND SERVICE MARKS)

THIS FIRST AMENDMENT is made as of the 12 day of March, 2001, 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 THE CHASE MANHATTAN BANK, having an address of 1375 Broadway, 8<sup>th</sup> Floor, New York, NY 10018 (the "Bank").

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

WHEREAS, the Bank 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 Bank a security interest in the Marks (as defined therein) and provided for the enforcement of such security interest; and

WHEREAS, the Bank and MAJ Delaware desire to amend the Security Agreement (Trademarks and Service Marks) in order to amend the list of trademarks in which the Bank 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. 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).

2. MAJ Delaware hereby grants to the Bank 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 the Bank (hereinafter, an "Event of Default")

3. 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.

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

5. MAJ Delaware and the Bank 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.


6. 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.

7. 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.

8. 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 Asst. Mgr.

Address: 900 Market St., Suite 200  
Wilmington DE 19801  
Telecopy: 914-699-2335

By *Francis B. Spector*  
Title \_\_\_\_\_  
Telecopy: 212-827-4483

STATE OF NEW YORK  
COUNTY OF WESTCHESTER

On the 27<sup>th</sup> day of February, 2001, 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  
My commission expires: \_\_\_\_\_  
GLADYS JAGDEO  
Notary Public State of New York  
No. 01JA5062118  
Qualified in Westchester County  
Commission Expires June 24, 2001

STATE OF NEW YORK  
COUNTY OF NEW YORK

On the 12 day of MARCH, 2001, before me personally appeared *Francis B. Spector* of The Chase Manhattan Bank, to me known and known by me to be the person executing the foregoing instrument, and acknowledged said instrument by him/her executed to be his/her free act and deed in said capacities and the free act and deed of The Chase Manhattan Bank.

*Steven Fleischer*  
Notary Public  
My commission expires: \_\_\_\_\_  
STEVEN FLEISCHER  
Notary Public, State of New York  
No. 31-4610093  
Qualified in Nassau County  
Commission Expires Aug. 31, 2001

P69449.1

**EXHIBIT A  
TO SECURITY AGREEMENT (TRADEMARKS AND SERVICE MARKS)**

As Of December 17, 1999

**U.S. TRADEMARK REGISTRATIONS**

<u>Registration No.</u>	<u>Date Registered</u>	<u>Trademark</u>
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