

08-17-2001



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

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Form PTO/S94  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 03/31/2002)  
Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies):  
Aurafin-OroAmerica LLC

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

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

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: June 21, 2001

2. Name and address of receiving party(ies)  
Name: Toronto Dominion Investments, Inc.  
Internal Address: attn: Warren Finlay

Street Address: 909 Fannin, Suite 1700  
City: Houston State: TX Zip: 77010

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)  
Please see the attached.

B. Trademark Registration No.(s)  
Please see the attached.

Additional number(s) attached  Yes  No

1909540

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Kronish Lieb Weiner & Hellman LLP  
Internal Address: attn: Inna Fayenson

Street Address: 1114 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: ..... 86

7. Total fee (37 CFR 3.41).....\$ 2165

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Inna Fayenson  
Name of Person Signing

Inna Fayenson  
Signature

7/26/01  
Date

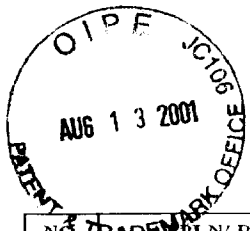
Total number of pages including cover sheet, attachments, and document: 13

08/16/2001 LMJELLER 00000105 1909540

01 FC:481  
02 FC:482

40.00 OP  
2125.00 OP

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



ATTACHMENT TO RECORDATION FORM COVER SHEET

CONTINUATION OF ITEM 4

NO.	PLN/ REG. NO.
1.	1,909,540 (registered)
2.	1,909,539 (registered)
3.	1,924,874 (registered)
4.	1,741,201 (registered)
5.	1,848,564 (registered)
6.	1,730,426 (registered)
7.	1,645,629 (registered)
8.	1,628,233 (registered)
9.	1,687,780 (registered)
10.	1,611,998 (renewed)
11.	1,563,275 (registered)
12.	1,556,758 (registered)
13.	1,544,348 (registered)
14.	1,553,670 (registered)
15.	1,550,611 (registered)
16.	1,528,156 (registered)
17.	1,528,154 (registered)
18.	1,528,155 (registered)

19.	1,473,068 (registered)
20.	1,403,943 (registered)
21.	1,454,143 (registered)
22.	1,266,661 (registered)
23.	1,227,453 (registered)
24.	76/222595 (pending)
25.	76/115935 (pending)
26.	2,447,990 (registered)
27.	76/000978 (published)
28.	76/000979 (published)
29.	76/000980 (published)
30.	2,438,450 (registered)
31.	75/934614 (pending)
32.	75/934615 (pending)
33.	75/934618 (pending)
34.	75/868720 (pending)
35.	75/857639 (pending)
36.	2,420,322 (registered)
37.	2,385,642 (registered)
38.	75/764244 (allowed)

39.	2,452,007 (registered)
40.	75/737538 (allowed)
41.	2,408,130 (registered)
42.	2,443,365 (registered)
43.	2,401,090 (registered)
44.	75/661282 (allowed)
45.	2,409,402 (registered)
46.	75/613597 (allowed)
47.	2,318,620 (registered)
48.	2,425,911 (registered)
49.	75/527340 (pending)
50.	75/527341 (allowed)
51.	75/527342 (allowed)
52.	2,304,968 (registered)
53.	2,376,220 (registered)
54.	2,225,848 (registered)
55.	2,251,083 (registered)
56.	2,299,301 (registered)
57.	2,306,678 (registered)
58.	2,243,655 (registered)
59.	2,223,214 (registered)

ATTACHMENT TO RECORDATION FORM COVER SHEET  
CONTINUATION OF ITEM 4

60.	2,209,705 <i>(registered)</i>
61.	75/252793 <i>(published)</i>
62.	75/252794 <i>(published)</i>
63.	2,265,353 <i>(registered)</i>
64.	2,156,409 <i>(registered)</i>
65.	2,109,978 <i>(registered)</i>
66.	2,043,871 <i>(registered)</i>
67.	2,019,086 <i>(registered)</i>
68.	2,064,036 <i>(registered)</i>
69.	2,065,843 <i>(registered)</i>
70.	2,116,653 <i>(registered)</i>
71.	1,973,122 <i>(registered)</i>
72.	2,058,150 <i>(registered)</i>
73.	2,028,007 <i>(registered)</i>
74.	2,084,554 <i>(registered)</i>
75.	1,990,565 <i>(registered)</i>
76.	2,103,853 <i>(registered)</i>
77.	1,954,777 <i>(registered)</i>
78.	1,951,183 <i>(registered)</i>

79.	2,116,578 <i>(registered)</i>
80.	2,116,579 <i>(registered)</i>
81.	1,953,830 <i>(registered)</i>
82.	1,935,314 <i>(registered)</i>
83.	2,016,097 <i>(registered)</i>
84.	1,909,539 <i>(registered)</i>
85.	2,204,143 <i>(registered)</i>
86.	1,331,971 <i>(registered)</i>

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 21, 2001 is between Aurafin-OroAmerica LLC, a Delaware limited liability company (herein referred to as "Grantor") and Toronto Dominion Investments, Inc., as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Loan Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Loan Agreement.

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, certain lenders (the "Lenders"), and Grantee are parties to a Subordinated Loan Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Loan Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future

infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Loan Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Subject to the terms and provisions of the following paragraph, on the Termination Date (as defined below), this Agreement shall terminate (provided that any indemnities set forth herein shall survive any such termination) and Grantee, at the request and expense of Grantor, will execute and deliver to Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement as provided above and releasing the lien on the Trademark Collateral, and will duly assign, transfer and deliver to Grantor (without recourse and without any representation or warranty) such of the Trademark Collateral as may be in the possession of Grantee and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement, together with all cash in respect of the Trademark Collateral at the time held by Grantee hereunder. As used in this Agreement, "Termination Date" shall mean the date upon which no Note under the Loan Agreement is outstanding and all other Obligations have been paid in full (other than arising from indemnities for which no request has been made) and the Loan Agreement has been terminated.

This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

In the event of any express conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern and prevail.

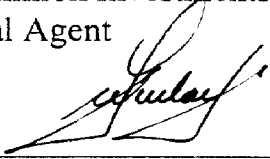
\* \* \*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21 day of June, 2001.

Aurafin-OroAmerica LLC,  
a Delaware limited liability company  
By: Aurafin LLC, its Sole Member,  
By: Auravest Holdings, Inc., its  
Managing Member

By: Steven L. Hansen  
Name: Steven L. Hansen  
Title: Chief Financial Officer

Acknowledged:  
Toronto Dominion Investments, Inc.,  
as Collateral Agent

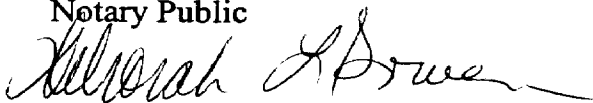
By:  \_\_\_\_\_

Name: WARREN FINLAY  
Title: VICE PRESIDENT

STATE OF GEORGIA )  
 )  
COUNTY OF COBB ) ss.:

On the 21th day of June, 2001, before me personally came Steven L. Hansen, to me personally known to be the person described in and who executed the foregoing instrument as ~~Chief Officer~~ <sup>Financial Officer</sup> of Aurafin-OroAmerica, LLC, who being by me duly sworn, did depose and say that he is a Chief Financial officer of Aurafin-OroAmerica LLC, the limited liability company described in and which executed the foregoing instrument; that he knows the seal of said limited liability company; that the seal affixed to said instrument is such limited liability company seal; that the said instrument was signed and seal on behalf of said limited liability company by order of its members; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public



My commission expires:

in the County of Cobb County, Georgia.  
My Commission Expires September 19, 2001.



## U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

NO.	APPLN/ REG. NO.	MARK	OWNER
1.	1,909,540 <i>(registered)</i>	QUINTUPLE ROPE	Aurafin-OroAmerica LLC
2.	1,909,539 <i>(registered)</i>	SUPREMEVALUE ROPE	Aurafin-OroAmerica LLC
3.	1,924,874 <i>(registered)</i>	NONE (Design only)	Aurafin-OroAmerica LLC
4.	1,741,201 <i>(registered)</i>	OR (Words and Design)	Aurafin-OroAmerica LLC
5.	1,848,564 <i>(registered)</i>	SILKFLEX	Aurafin-OroAmerica LLC
6.	1,730,426 <i>(registered)</i>	BEVERLY HILLS GOLD	Aurafin-OroAmerica LLC
7.	1,645,629 <i>(registered)</i>	BEVERLY HILLS GOLD	Aurafin-OroAmerica LLC
8.	1,628,233 <i>(registered)</i>	OR (Words and Design)	Aurafin-OroAmerica LLC
9.	1,687,780 <i>(registered)</i>	ROSEROPE	Aurafin-OroAmerica LLC
10.	1,611,998 <i>(renewed)</i>	NONE (Design only)	Aurafin-OroAmerica LLC
11.	1,563,275 <i>(registered)</i>	SATIN-TOUCH ROPE	Aurafin-OroAmerica LLC
12.	1,556,758 <i>(registered)</i>	VELVETROPE	Aurafin-OroAmerica LLC
13.	1,544,348 <i>(registered)</i>	SILKHERRINGBONE	Aurafin-OroAmerica LLC
14.	1,553,670 <i>(registered)</i>	SILKROPE	Aurafin-OroAmerica LLC
15.	1,550,611 <i>(registered)</i>	SUPERROPE	Aurafin-OroAmerica LLC
16.	1,528,156 <i>(registered)</i>	BEVERLY HILLS ROPE	Aurafin-OroAmerica LLC
17.	1,528,154 <i>(registered)</i>	BEVERLY HILLS GOLD	Aurafin-OroAmerica LLC
18.	1,528,155 <i>(registered)</i>	BEVERLY HILLS SILVER	Aurafin-OroAmerica LLC

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NO.	APPLN/ REG. NO.	MARK	OWNER
19.	1,473,068 <i>(registered)</i>	OR (Words and Design)	Aurafin-OroAmerica LLC
20.	1,403,943 <i>(registered)</i>	OROAMERICA	Aurafin-OroAmerica LLC
21.	1,454,143 <i>(registered)</i>	NONE (Design only)	Aurafin-OroAmerica LLC
22.	1,266,661 <i>(registered)</i>	THE CHAIN WITH THE HEART	Aurafin-OroAmerica LLC
23.	1,227,453 <i>(registered)</i>	OR (Words and Design)	Aurafin-OroAmerica LLC
24.	76/222595 <i>(pending)</i>	QUINTUPLE ROPE	Aurafin-OroAmerica LLC
25.	76/115935 <i>(pending)</i>	ITALOR	Aurafin-OroAmerica LLC
26.	2,447,990 <i>(registered)</i>	SOPRANO	Aurafin-OroAmerica LLC
27.	76/000978 <i>(published)</i>	X-TREME D/C	Aurafin-OroAmerica LLC
28.	76/000979 <i>(published)</i>	X-TREME DIAMOND CUT	Aurafin-OroAmerica LLC
29.	76/000980 <i>(published)</i>	EXTREME DIAMOND CUT	Aurafin-OroAmerica LLC
30.	2,438,450 <i>(registered)</i>	PUSH LOCK (Words and Design)	Aurafin-OroAmerica LLC
31.	75/934614 <i>(pending)</i>	JEWELER COUNTRY	Aurafin-OroAmerica LLC
32.	75/934615 <i>(pending)</i>	JEWELERCOUNTRY	Aurafin-OroAmerica LLC
33.	75/934618 <i>(pending)</i>	JEWELERCOUNTRY.COM	Aurafin-OroAmerica LLC
34.	75/868720 <i>(pending)</i>	JEWELTRUST	Aurafin-OroAmerica LLC
35.	75/857639 <i>(pending)</i>	ADOPT A HEART	Aurafin-OroAmerica LLC
36.	2,420,322 <i>(registered)</i>	DELUXE ROPE	Aurafin-OroAmerica LLC
37.	2,385,642 <i>(registered)</i>	MY FIRST GOLD	Aurafin-OroAmerica LLC
38.	75/764244 <i>(allowed)</i>	2 (Words and Design)	Aurafin-OroAmerica LLC

39.	2,452,007 <i>(registered)</i>	CREATE YOUR OWN MEMORIES	Aurafin-OroAmerica LLC
40.	75/737538 <i>(allowed)</i>	PLATINUM AIR	Aurafin-OroAmerica LLC
41.	2,408,130 <i>(registered)</i>	BAGUETTE SUPREME	Aurafin-OroAmerica LLC
42.	2,443,365 <i>(registered)</i>	IT'S WHAT'S ON THE INSIDE THAT COUNTS	Aurafin-OroAmerica LLC
43.	2,401,090 <i>(registered)</i>	BAGUETTE LINK	Aurafin-OroAmerica LLC
44.	75/661282 <i>(allowed)</i>	CHAMPAGNE ROPE	Aurafin-OroAmerica LLC
45.	2,409,402 <i>(registered)</i>	INTERIOR DESIGN	Aurafin-OroAmerica LLC
46.	75/613597 <i>(allowed)</i>	BEVERLY HILLS PLATINUM	Aurafin-OroAmerica LLC
47.	2,318,620 <i>(registered)</i>	ECL	Aurafin-OroAmerica LLC
48.	2,425,911 <i>(registered)</i>	12 PRECIOUS ROSES	Aurafin-OroAmerica LLC
49.	75/527340 <i>(pending)</i>	CLASS OF 2001	Aurafin-OroAmerica LLC
50.	75/527341 <i>(allowed)</i>	CLASS OF 2002	Aurafin-OroAmerica LLC
51.	75/527342 <i>(allowed)</i>	CLASS OF 2003	Aurafin-OroAmerica LLC
52.	2,304,968 <i>(registered)</i>	COMBINATIONS	Aurafin-OroAmerica LLC
53.	2,376,220 <i>(registered)</i>	BEVERLY HILLS GOLD	Aurafin-OroAmerica LLC
54.	2,225,848 <i>(registered)</i>	MIRROR ROPE	Aurafin-OroAmerica LLC
55.	2,251,083 <i>(registered)</i>	JP (Stylized Letters)	Aurafin-OroAmerica LLC
56.	2,299,301 <i>(registered)</i>	RINGS OF LOVE	Aurafin-OroAmerica LLC
57.	2,306,678 <i>(registered)</i>	FUNKY FASHIONS	Aurafin-OroAmerica LLC
58.	2,243,655 <i>(registered)</i>	ARISTOFF	Aurafin-OroAmerica LLC
59.	2,223,214 <i>(registered)</i>	TANZANIQUE	Aurafin-OroAmerica LLC

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60.	2,209,705 <i>(registered)</i>	PERFUMAMERICA	Aurafin-OroAmerica LLC
61.	75/252793 <i>(published)</i>	NONE (Design Only)	Aurafin-OroAmerica LLC
62.	75/252794 <i>(published)</i>	NONE (Design Only)	Aurafin-OroAmerica LLC
63.	2,265,353 <i>(registered)</i>	VANILLA PASSION	Aurafin-OroAmerica LLC
64.	2,156,409 <i>(registered)</i>	BEVERLY HILLS GOLD TIMEPIECES (Words and Design)	Aurafin-OroAmerica LLC
65.	2,109,978 <i>(registered)</i>	CIRCLES OF LIFE	Aurafin-OroAmerica LLC
66.	2,043,871 <i>(registered)</i>	P/PRCS	Aurafin-OroAmerica LLC
67.	2,019,086 <i>(registered)</i>	WONDER GOLD (Words and Design)	Aurafin-OroAmerica LLC
68.	2,064,036 <i>(registered)</i>	BEVERLY HILLS GOLD AND SILVER	Aurafin-OroAmerica LLC
69.	2,065,843 <i>(registered)</i>	BEVERLY HILLS GOLD	Aurafin-OroAmerica LLC
70.	2,116,653 <i>(registered)</i>	WG	Aurafin-OroAmerica LLC
71.	1,973,122 <i>(registered)</i>	1BBK	Aurafin-OroAmerica LLC
72.	2,058,150 <i>(registered)</i>	MIRACLEGOLD	Aurafin-OroAmerica LLC
73.	2,028,007 <i>(registered)</i>	PRECIOUS PRECIOUS	Aurafin-OroAmerica LLC
74.	2,084,554 <i>(registered)</i>	WONDERGOLD	Aurafin-OroAmerica LLC
75.	1,990,565 <i>(registered)</i>	ANIMAL CREATIONS	Aurafin-OroAmerica LLC
76.	2,103,853 <i>(registered)</i>	BEVERLY HILLS KIDS	Aurafin-OroAmerica LLC
77.	1,954,777 <i>(registered)</i>	NONE (Design Only)	Aurafin-OroAmerica LLC
78.	1,951,183 <i>(registered)</i>	ETERNITY BANGLE	Aurafin-OroAmerica LLC

79.	2,116,578 <i>(registered)</i>	BEVERLY HILLS GEM	Aurafin-OroAmerica LLC
80.	2,116,579 <i>(registered)</i>	BEVERLY HILLS JEWELS	Aurafin-OroAmerica LLC
81.	1,953,830 <i>(registered)</i>	SILVERAMERICA	Aurafin-OroAmerica LLC
82.	1,935,314 <i>(registered)</i>	SA (Words and Design)	Aurafin-OroAmerica LLC
83.	2,016,097 <i>(registered)</i>	ETERNITY	Aurafin-OroAmerica LLC
84.	1,909,539 <i>(registered)</i>	SUPREMEVALUE ROPE	Aurafin-OroAmerica LLC
85.	2,204,143 <i>(registered)</i>	THE CLAUDIA HOLLINGSWORTH COLLECTION	Aurafin-OroAmerica LLC
86.	1,331,971 <i>(registered)</i>	LASERCHARM	Aurafin-OroAmerica LLC

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RECORDED: 08/13/2001

TRADEMARK  
REEL: 002347 FRAME: 0575