

10-02-2002



102238758

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

OFFICE OF PUBLIC RECORDS
2002 SEP 30 PM 2:06
FINANCE SECTION

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

Submission Type

New 9.30.02

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
Effective Date
Month Day Year

Merger

Change of Name

Other

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

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

Individual General Partnership Limited Partnership Association

Corporation

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.)

Other

Citizenship/State of Incorporation/Organization

10/01/2002 LNUELLER 00000124 1077819

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 BP
375.00 DP

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: 2591 FRAME: 0859

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="1,077,819"/>	<input type="text" value="1,520,804"/>	<input type="text" value="1,820,570"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,214,785"/>	<input type="text" value="1,649,823"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,363,279"/>	<input type="text" value="1,505,786"/>	<input type="text" value="1,947,463"/>

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

1 x 40.00 = 40.00
15 x 25.00 = 375.00

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.

Rowland Richards, Reg. No. 42,104  Sept. 25, 2002

Name of Person Signing Signature Date Signed

Conveying Party

Name: Fleet National Bank

Execution Date: 7/19/02

National Banking Association

Registration Numbers

1,953,677	2,025,823
1,943,212	2,152,735
891,637	2,226,010
2,010,831	2,551,430

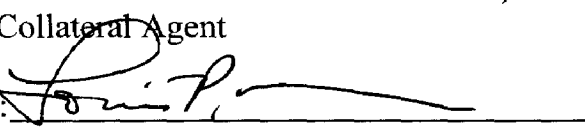
REASSIGNMENT OF TRADEMARKS
CONVEYED PURSUANT TO TRADEMARK SECURITY ASSIGNMENT

FLEET PRECIOUS METALS INC., a Rhode Island corporation with its principal office at 111 Westminster Street, Providence, Rhode Island 02903 ("Agent"), as Collateral Agent for the benefit of itself and **FLEET NATIONAL BANK**, a national banking association ("Bank"), having received full satisfaction of all obligations of **LEACH & GARNER COMPANY**, a Massachusetts corporation ("Assignor"), pursuant to that certain Third Amended and Restated Revolving Credit and Deferred Payment Agreement dated as of March 31, 1999 by and among the Agent, Bank and Assignor, hereby reassigns, sets over and transfers to Assignor, without recourse and with all representations and warranties specifically disclaimed, all "Marks" as defined on Schedule A attached hereto and as defined in that certain Trademark Security Assignment dated as of June 30, 1993 (the "Assignment"), which Assignment was recorded with the United States Patent and Trademark Office on July 20, 1993 at Reel 1018, Frame 0428, and which Assignment was amended: (i) by a certain First Amendment to Trademark Security Assignment dated January 14, 1994 (the "First Amendment"), which First Amendment was recorded on February 25, 1994 at Reel 1111, Frame 0122; (ii) by a certain Second Amendment to Trademark Security Assignment dated October 14, 1994 (the "Second Amendment"), which Second Amendment was recorded on November 23, 1994 at Reel 1249, Frame 0467, and subject to that certain Assignment and Release of Security Interest in Trademark (the "Release") dated as of November 30, 1995, which Release was recorded on June 26, 1996 at Reel 1426, Frame 0663; (iii) by a certain Third Amendment to Trademark Security Assignment dated as of July 31, 1996 (the "Third Amendment"), which Third Amendment was recorded on September 11, 1996 at Reel 1502, Frame 16; (iv) by a certain Fourth Amendment to Trademark Security Assignment dated as of September 13, 1996 (the "Fourth Amendment"), which Fourth Amendment was recorded on January 14, 1997 at Reel 1545, Frame 0246; and (v) by certain Fifth Amendment to Trademark Security Assignment dated as of March 31, 1999, which Fifth Amendment was recorded on January 28, 2000 at Reel 2029, Frame 0190.

IN WITNESS WHEREOF, **FLEET PRECIOUS METALS INC.** has caused this Assignment to be executed by its duly authorized officer as of the 19th day of July, 2002.


FLEET PRECIOUS METALS INC.,
as Collateral Agent

By: _____

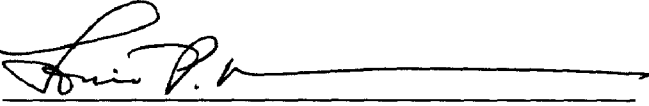

Louis P. Massa
Vice President

ACKNOWLEDGED AND AGREED:

FLEET PRECIOUS METALS INC.

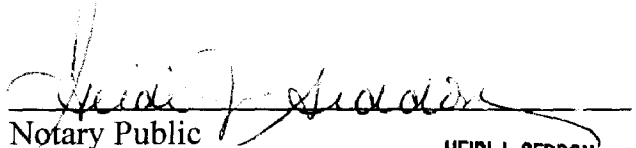
By: 
Louis P. Massa
Vice President

FLEET NATIONAL BANK

By: 
Louis P. Massa
Vice President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On the 14 day of August, 2002, before me personally appeared Louis P. Massa, Vice President of Fleet Precious Metals Inc. and of Fleet National Bank, 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 Fleet Precious Metals Inc. (both individually and as Collateral Agent) and said Fleet National Bank.



Notary Public
My Commission Expires: _____

HEIDI J. SEDDON
Notary Public
My Commission Expires: June 6, 2005

SCHEDULE A
TRADEMARKS

<u>Trademark/ Service Mark Tradename</u>	<u>Registration No. or Serial No. if an Application is Pending</u>	<u>Country</u>	<u>Registration Date or Filing Date if an Application is Pending</u>
GF & Design	314,023	U.S.	06/19/34
BRIGHT CAST & Design	1,077,819	U.S.	11/22/77
GF	1,214,785	U.S.	11/02/82
GENERAL FINDINGS	1,363,279	U.S.	10/01/85
L&G & Design	1,520,804	U.S.	01/17/89
Design Only - CROWN & Design	1,649,823	U.S.	07/02/91
Design Only (Infinity Sign)	1,505,786	U.S.	09/27/88
Hildgund	1,505,789	U.S.	09/27/88
SigmaGold	1,516,320	U.S.	12/13/88
Flash Rope (licensed to Aurafin)	1,715,532	U.S.	09/15/92
E-Z Clip	1,794,244	U.S.	09/21/93
Hooplets	1,820,570	U.S.	02/08/94
Opposets	74/307,113	U.S.	08/21/92
General Findings	308,010	Canada	11/01/85
GF & Design	1,195,520	Spain	10/05/89
GF & Design	VR04.463/1992	Denmark	05/22/92
GF & Design	00,571,005	Taiwan	09/16/92

GF & Design	392,945	Switzerland	07/07/92
GF & Design	501,212	Benelux	04/01/92
GF & Design	144,853	Austria	11/13/92
GF & Design	160,214	Thailand	08/26/92
GF & Design	B1,471,039	United Kingdom	10/29/93
GF & Design	2,061,188	Germany	03/30/94
GF & Design	276,933	Rep. of Korea	10/19/93
GF & Design	276,177	Portugal	07/05/93
GF & Design	107,476	Greece	05/17/95
GF & Design	B153,548	Ireland	01/06/95
GF & Design	1,682,110	France	07/19/91
GF & Design	613,357	Italy	12/29/93
GF & Design	2,669,115	Japan	05/31/94
Infiné (licensed to Aurafin)	1,951,457	U.S.	01/23/96
L&G & Design	VR04.462/1992	Denmark	05/22/92
L&G & Design	00,571,004	Taiwan	09/16/92
L&G & Design	107,475	Greece	05/17/95
L&G & Design	B153,547	Ireland	01/06/95
L&G & Design	160,215	Thailand	08/26/92
Leach & Garner Gold (licensed to Aurafin)	1,947,463	U.S.	01/09/96
Design Only (Infinity Sign)	427,474	Canada	05/20/94
Design Only (Infinity Sign)	493,194	Mexico	05/26/95

Radiant Rope (licensed to Aurafin)	1,953,677	U.S.	01/30/96
Design Only (Sun Sign) (licensed to Aurafin)	1,943,212	U.S.	12/19/95
Design Only (Sun sign)	493,199	Mexico	05/26/95
W& Design	891,637	U.S.	05/26/70
Design Only (Crown Sign)	418,455	Canada	10/22/93
14K Duragold (licensed to Aurafin)	74/538,942	U.S.	06/17/94
Acclaim (licensed to Aurafin)	2,010,831	U.S.	10/22/96
Eternagold (licensed to Aurafin)	74/413,788	U.S.	07/19/93
H& Design	74/714,382	U.S.	08/11/95
HALO	74/714,383	U.S.	08/11/95
Haloclap	74/714,381	U.S.	08/11/95
Noble Gold	2,025,823	U.S.	12/24/96
Premiere Herringbone & Design (licensed to Aurafin)	2,152,735	U.S.	04/21/98
Design Only (Sun Sign) (licensed to Aurafin)	TMA 468,777	Canada	01/15/97
TRIAD	74/538,941	U.S.	06/17/94
Design Only (Infinity Sign)	000206656	European Community	10/29/98
Design Only (Crown Sign)	000206557	European Community	09/28/98

GF & Design	B7293/91	Singapore	08/02/91
Infinity	00768226	Taiwan	07/16/97
Infinity	06555	Hong Kong	06/29/98
Infinity	393,794	Rep. of Korea	02/02/98
Infinity	4,078,245	Japan	10/31/97
L&G	1,520,804	U.S.	01/17/89
L&G	238,4/8385	Switzerland	07/16/86
L&G	B1338961	United Kingdom	03/21/95
Design Only (Infinity Sign)	000206656	European Community	02/15/99
Design Only (Crown Sign)	000206557	European Community	09/28/98
Karat Katch	2,226,010	U.S.	02/23/99
E-Z Loc	75/431,492	U.S.	02/09/98
Design Only (Infinity Sign)	725,283	India	05/16/96
Design Only (Infinity Sign)	5263/96	Singapore	05/24/96
Design Only (Infinity Sign)	318656	Thailand	09/27/96
Secura	75/431,491	U.S.	02/09/98
Springless Lever	75/484,301	U.S.	05/13/98

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