

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

**Aurafin LLC**

- Individual(s)
  - General Partnership
  - Corporation-State **Delaware**
  - Other
- Association
  - Limited Partnership

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

3. Nature of conveyance:

- Assignment
  - Security Agreement
  - Other
- Merger
  - Change of Name

Execution Date: **July 21, 2004**

2. Name and address of receiving party(ies)

Name: **Bank of America, N.A., as Agent**

Internal Address: **10th Floor**

Street Address: **600 Peachtree Street, N.E.**

City: **Atlanta** State: **GA** Zip: **30308**

- Individual(s) citizenship
- Association **national banking association**
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document (see assignment form))  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
**See attached Schedule B**

B. Trademark Registration No.(s)  
**See attached Schedule B**

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Steven L. Schaaf, Paralegal**

Internal Address: **Parker, Hudson, Rainer  
& Dobbs LLP**

Street Address: **1500 Marquis Two Tower  
285 Peachtree Center Avenue, N.E.**

City: **Atlanta** State: **GA** Zip: **30303**

6. Total number of applications and registrations involved: **82**

7. Total fee (37 CFR 3.41).....\$ **2,065.00**

- Enclosed
- Authorized to be charged to deposit account


8. Deposit account number:

**502831**

9. Signature.

**DO NOT USE THIS SPACE**

**Michael G. Leveille**  
Name of Person Signing

  
Signature

Date

Total number of pages including cover sheet, attachments, and document: **27**

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

CH \$2066.00 502831 78436931

**SCHEDULE A**

to Trademark Recordation Form Cover Sheet

**Additional Names of Conveying Parties**  
(continuation of item 1)

**NOB HILL HOME CREATIONS LLC**, a Delaware limited liability company

**PIPPO WORLDWIDE, LLC**, a Delaware limited liability company

**UC COUTURE, LLC**, a Delaware limited liability company

**SCHEDULE B**

to Trademark Recordation Form Cover Sheet

United States Trademark Applications  
(continuation of item 4A.)

APPLICATION NO.	MARK
78/436931	IDEAL-FIT
78/436923	WONDER-FIT
78/432983	SOFT SILVER
78/429805	BIJA
78/421153	UC COUTURE
75/382575	LUCKY RINGS
78/396350	NOB HILL LUXURY GROUP
78/368056	MICHAEL HERO
78/360009	NITRO GEN
78/359863	N7 NITRO GEN
76/345,074	TOTALLY TOES
76/345073	MICHAEL HERO
78/333189	UC URBAN COUTURE
78/328795	GOLD HEART
78/328790	GOLDHEART

371291.1

APPLICATION NO.	MARK
78/317507	NEW AMERICA
78/314956	DUB 22
78/314909	GO.GOLD
78/293888	HIP HOP COUTURE
78/289449	GOLDKNIT
78/281517	SHOELACE NECKLACE
78/267775	SOFTWEAR
76/258993	SPARKLERS
75/252793	NONE (Design Only)
78/245546	ROMANTIC RETRO
78/236624	GOLDEN OPPORTUNITIES
78/231894	PERFECT-FIT
78/228441	WG
78/228369	DRUSILLIENT
78/228364	DRUSINITE
78/228359	SOFTGOLD
78/228355	SOFT GOLD
78/219019	CHIFFON LACE

APPLICATION NO.	MARK
78/135916	SUNRISE SUNSET COLLECTION
76/115935	ITALOR
78/118279	SUNRISE GOLD
78/118269	SUNSET GOLD
78/380753	FILO D'ORO

United States Trademarks  
(continuation of item 4B.)

REGISTRATION NO.	MARK
1,421,548	AURAFIN (Words and Design)
1,552,800	A (Words and Design)
1,556,750	AURA-FLEX HERRINGBONE
1,622,414	D (Stylized letters)
1,635,865	AU (Words and Design)
1,685,226	SOFT BANGLE (Stylized letters)
1,934,039	THE PLUS GOLD COLLECTION (Words and Design)
1,934,090	PRIMA-FLEX
1,946,071	THE STORY BRACELET (Words and Design)

371291.1

REGISTRATION NO.	MARK
1,968,974	GOLD FACETED BEADS
1,974,995	A ADD-A-CUBE CREATING A BEAUTIFUL NAME IN 14KT. GOLD (Words and Design)
1,985,448	ADD-A-CUBE
2,003,389	FROM THE HEART (Stylized letters)
2,009,182	NONE (Design only)
2,019,367	THE ANCIENT CARTOUCHE
2,079,678	HOLLYWOOD GOLD
2,088,238	ENDURA
2,105,212	AURAFIN
2,116,177	AU (Words and Design)
2,167,920	AURAGEM
2,219,601	MARRIAGE OF THE METALS
2,283,953	MY BABY
2,289,463	LASTING TREASURES
2,299,301	RINGS OF LOVE
2,300,564	LEGEND OF LOVE
2,331,593	PENNY G. ACCENTS

REGISTRATION NO.	MARK
2,381,733	ROMANCE RINGS
2,390,145	ODYSSEY
2,392,130	BARTANI
2,479,527	PUSHLOCK
2,640,970	AO
2,655,408	OROAMERICA
2,696,478	AURAFIN AO OROAMERICA
2,722,021	BOLERO
2,729,796	TIVOLI
2,738,119	MYSTIC HEARTS
2,738,670	ULTRAValue
2,738,671	DANGLE BANGLES
2,772,362	BEAUTY AND THE BEADS
2,791,423	BHG
2,792,970	LUMINESSE
2,800,949	REGAL GOLD
2,818,015	PERFECTINA
2,846,490	GRAND CENTRAL STATIONS

371291.1

**AMENDED AND RESTATED CONDITIONAL ASSIGNMENT AND  
TRADEMARK SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT** (the "Agreement") is made as of the 21st day of July, 2004, by the Borrowers referred to below in favor of the Agent, for the benefit of the Lenders (as such terms are defined below).

WHEREAS, AURAFIN LLC, a Delaware limited liability company ("Parent"), the financial institutions from time to time parties thereto (such financial institutions, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and BANK OF AMERICA, N.A., as agent for the Lenders (in its capacity as agent, the "Agent"), are parties to that certain Credit Agreement dated as of June 21, 2001 (as amended and in effect as of the date hereof, the "Existing Credit Agreement");

WHEREAS, Parent and the Agent are parties to that certain Conditional Assignment and Trademark Security Agreement dated June 21, 2001, recorded in the U.S. Patent and Trademark Office on September 17, 2001, at Reel/Frame number 2365/571 (as amended and in effect as of the date hereof, the "Existing Trademark Security Agreement"), pursuant to which, among other things, Parent assigned to the Agent, for the benefit of the Lenders, certain trademark rights as described therein;

WHEREAS, Parent, NOB HILL HOME CREATIONS LLC, a Delaware limited liability company ("Nob Hill"), PIPPO WORLDWIDE, LLC, a Delaware limited liability company ("Pippo"), and UC COUTURE, LLC, a Delaware limited liability company ("UC Couture"; Parent, Nob Hill, Pippo and UC Couture are referred to hereinafter each individually as a "Borrower" and collectively as the "Borrowers"), have requested that the Lenders and the Agent amend and restate the Existing Credit Agreement in its entirety on the terms set forth in that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement); and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make Loans and issue Letters of Credit as provided for in the Credit Agreement, Parent and the other Borrowers have agreed to amend and restate the Existing Trademark Security Agreement in its entirety on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby amend and restate the Existing Trademark Security Agreement in its entirety to read as follows:



1. Grant of Security Interest

To secure the complete and timely payment and performance of all Obligations, each Borrower hereby grants, assigns and conveys to the Agent, for the ratable benefit of the Lenders, a security interest in such Borrower's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in Schedule A attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

2. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Obligations shall have been satisfied in full and the Commitments shall have been terminated, any Borrower shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold in any Borrower's business (the "Goods"), the provisions of Section 1 shall automatically apply thereto, and also to any composite marks or other marks of any Borrower which are confusingly similar to such mark, and the Borrowers shall give to the Agent prompt written notice thereof. This Section 2 shall not apply to trademarks which are owned by others and licensed to any Borrower. Each Borrower shall perform all acts and execute all documents reasonably requested by the Agent at any time and from time to time to evidence, perfect, maintain, record and enforce the Agent's security interest in the Trademarks, including, without limitation, any trademarks falling under this Section 2.

3. Modification of Agreement.

Each Borrower authorizes the Agent to modify this Agreement by amending Schedule A to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Section 1 or Section 2 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at the expense of the Borrowers.

4. Remedies Upon Default; Power of Attorney.

(a) In addition to the grant of the security interest contained in Sections 1 and 2 hereof, if any Event of Default shall have occurred and be continuing, upon the election of the Agent, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee. Each Borrower hereby irrevocably constitutes and appoints the Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of each Borrower and in the name of such Borrower or the Agent's own name or the name of the Agent's designee, all acts of said attorney being hereby

ratified and confirmed, upon the occurrence and continuance of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of such Borrower or the Agent, and to take any other actions deemed necessary by the Agent to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Credit Agreement, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Agent in its sole discretion, and such payments made by the Agent to become the obligations of the Borrowers to the Agent, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Agent may, if any Event of Default shall have occurred and be continuing, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to any Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with the Credit Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Borrowers at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which each Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of any Borrower, which right is hereby waived and released. Each Borrower hereby agrees to execute any documents reasonably requested by the Agent in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for herein, no Borrower shall have any right, title, or interest in or to any of the Trademarks and each Borrower shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Agent, or pursuant to the terms of the Credit Agreement, the Security Agreement or the Intercreditor Agreement, deliver to the Agent all Goods bearing the Trademarks.

5. Termination of Agreement.

At such time as the Borrowers shall completely satisfy all of the Obligations (and in the case of Letters of Credit, shall have delivered to the Agent a back-up Letter of Credit pursuant to the Credit Agreement) and the Commitments shall have been terminated, the Agent shall execute and deliver to the Borrowers all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Borrowers title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

6. Limitation of Liability and Indemnification.

(a) Each Borrower hereby releases the Agent and the Lenders from, and agrees to hold the Agent and the Lenders free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Agent's or the Lenders' gross negligence, willful misconduct or criminal acts), and each Borrower agrees to indemnify the Agent and the Lenders from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim.

(b) No Borrower shall be liable under this Agreement for any settlement made by the Agent or the Lender without the Parent's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), and the Borrowers, jointly and severally, agree to indemnify and hold harmless the Agent and the Lenders from and against any loss or liability by reason of the settlement of any claim or action with the consent of the Parent. Notwithstanding the foregoing, no consent of any Borrower shall be required for any such settlement if, at the time of such settlement, either (1) there then exists a Default or Event of Default, or (2) the Borrowers shall have failed to admit, pursuant to a writing in form and substance satisfactory to the Agent and the person seeking indemnification hereunder, their indemnification obligations hereunder. The Borrowers shall not settle any claim or action without the prior written consent of the applicable indemnified person.

(c) So long as no Event of Default or Default then exists and the Borrowers shall have admitted their indemnification liability in writing with respect to any suit or claim against any Person in respect of which the Borrowers would be obligated to indemnify such indemnified party under this Section 6, such writing to be in form and substance satisfactory to the Agent and the Person seeking indemnification hereunder, the Borrowers shall have the right to participate in the defense of such suit or claim.

7. Waiver and Amendment.

(a) No course of dealing between any Borrower and the Agent or the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or the Lenders, any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

8. Cumulative Rights.

All of the Agent's and the Lenders' rights and remedies with respect to the Trademarks, whether established hereby or under the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

9. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. Successors and Assigns.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

11. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

12. Choice of Law.

The validity, construction and enforcement of this Agreement, and the determination of the rights and duties of the parties hereto shall be governed by the laws of the State of Georgia regardless of any choice of law or other provision that would result in the application of the laws of any other jurisdiction.

13. Effect of Effectiveness of this Agreement.

From and after the date hereof, all references in the Credit Agreement and the other Loan Documents to the Existing Trademark Security Agreement shall mean and be references to the Existing Trademark Security Agreement as amended and restated hereby.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day  
ar first above written.

**BORROWERS:**

**AURAFIN LLC**, a Delaware limited liability company

By: Auravest Holdings, Inc., its Managing Member

By: Steven L. Hansen  
Steven L. Hansen, Executive Vice President

**NOB HILL HOME CREATIONS LLC**, a Delaware limited liability company

By: Aurafin LLC, its Managing Member

By: Auravest Holdings, Inc., its Managing Member

By: Steven L. Hansen  
Steven L. Hansen, Executive Vice President

**PIPPO WORLDWIDE, LLC**, a Delaware limited liability company

By: Aurafin LLC, its Managing Member

By: Auravest Holdings, Inc., its Managing Member

By: Steven L. Hansen  
Steven L. Hansen, Executive Vice President

**UC COUTURE, LLC**, a Delaware limited liability company

By: Aurafin LLC, its Managing Member

By: Auravest Holdings, Inc., its Managing Member

By: Steven L. Hansen  
Steven L. Hansen, Executive Vice President

**AGENT:**

**BANK OF AMERICA, N.A.**

By: *Stuart A. Hall*  
Name: STUART A. HALL  
Title: Vice President

**Schedule A**

**LISTING OF TRADEMARK REGISTRATIONS AND APPLICATIONS  
U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS**

NO.	APPLN/ REG. NO.	MARK	LISTED OWNER
1.	1,552,800 <i>(registered)</i>	A (Words and Design)	Aurafin LLC
2.	1,974,995 <i>(registered)</i>	A ADD-A-CUBE CREATING A BEAUTIFUL NAME IN 14KT. GOLD (Words and Design)	Aurafin LLC
3.	1,985,448 <i>(registered)</i>	ADD-A-CUBE	Aurafin LLC
4.	2,019,367 <i>(registered)</i>	THE ANCIENT CARTOUCHE	Aurafin LLC
5.	2,640,970 <i>(registered)</i>	AO	Aurafin LLC
6.	1,635,865 <i>(registered)</i>	AU (Words and Design)	Aurafin LLC
7.	2,116,177 <i>(registered)</i>	AU (Words and Design)	Aurafin LLC
8.	1,421,548 <i>(registered)</i>	AURAFIN (Words and Design)	Aurafin LLC
9.	2,105,212 <i>(registered)</i>	AURAFIN	Aurafin LLC
10.	2,696,478 <i>(registered)</i>	AURAFIN AO OROAMERICA	Aurafin LLC
11.	1,556,750 <i>(registered)</i>	AURA-FLEX HERRINGBONE	Aurafin LLC
12.	2,167,920 <i>(registered)</i>	AURAGEM	Aurafin LLC
13.	2,392,130 <i>(registered)</i>	BARTANI	Aurafin LLC
14.	2,772,362 <i>(registered)</i>	BEAUTY AND THE BEADS	Aurafin LLC
15.	78/429805 <i>(pending)</i>	BIJA	Aurafin LLC
16.	2,722,021 <i>(registered)</i>	BOLERO	Aurafin LLC

NO.	APPLN/ REG. NO.	MARK	LISTED OWNER
17.	78/219019 <i>(pending)</i>	CHIFFON LACE	Aurafin LLC
18.	1,622,414 <i>(registered)</i>	D (Stylized letters)	Aurafin LLC
19.	78/228369 <i>(pending)</i>	DRUSILLIENT	Aurafin LLC
20.	78/228364 <i>(pending)</i>	DRUSINITE	Aurafin LLC
21.	78/314956 <i>(pending)</i>	DUB 22	Aurafin LLC
22.	2,088,238 <i>(registered)</i>	ENDURA	Aurafin LLC
23.	78/396350 <i>(pending)</i>	NOB HILL LUXURY GROUP	Aurafin LLC
24.	78380753 <i>(pending)</i>	FILO D'ORO	Aurafin LLC
25.	2,003,389 <i>(registered)</i>	FROM THE HEART (Stylized letters)	Aurafin LLC
26.	78/314909 <i>(pending)</i>	GO.GOLD	Aurafin LLC
27.	78/236624 <i>(pending)</i>	GOLDEN OPPORTUNITIES	Aurafin LLC
28.	1,968,974 <i>(registered)</i>	GOLD FACETED BEADS	Aurafin LLC
29.	78/328795 <i>(pending)</i>	GOLD HEART	Aurafin LLC
30.	78/328790 <i>(pending)</i>	GOLDHEART	Aurafin LLC
31.	78/289449 <i>(pending)</i>	GOLDKNIT	Aurafin LLC
32.	78/293888 <i>(pending)</i>	HIP HOP COUTURE	Aurafin LLC
33.	2,079,678 <i>(registered)</i>	HOLLYWOOD GOLD	Aurafin LLC
34.	78/436931 <i>(pending)</i>	IDEAL-FIT	Aurafin LLC
35.	2,300,564 <i>(registered)</i>	LEGEND OF LOVE	Aurafin LLC
36.	75/382575 <i>(pending)</i>	LUCKY RINGS	Aurafin LLC



NO.	APPLN/ REG. NO.	MARK	LISTED OWNER
37.	2,219,601 <i>(registered)</i>	MARRIAGE OF THE METALS	Aurafin LLC
38.	76/345073 <i>(pending)</i>	MICHAEL HERO	Aurafin LLC
39.	78/368056 <i>(pending)</i>	MICHAEL HERO	Aurafin LLC
40.	2,283,953 <i>(registered)</i>	MY BABY	Aurafin LLC
41.	78/317507 <i>(pending)</i>	NEW AMERICA	Aurafin LLC
42.	78/359863 <i>(pending)</i>	N7 NITRO GEN	Aurafin LLC
43.	78/360009 <i>(pending)</i>	NITRO GEN	Aurafin LLC
44.	2,009,182 <i>(registered)</i>	NONE (Design only)	Aurafin LLC
45.	2,390,145 <i>(registered)</i>	ODYSSEY	Aurafin LLC
46.	2,331,593 <i>(registered)</i>	PENNY G. ACCENTS	Aurafin LLC
47.	78/231894 <i>(pending)</i>	PERFECT-FIT	Aurafin LLC
48.	1,934,039 <i>(registered)</i>	THE PLUS GOLD COLLECTION (Words and Design)	Aurafin LLC
49.	1,934,090 <i>(registered)</i>	PRIMA-FLEX	Aurafin LLC
50.	2,381,733 <i>(registered)</i>	ROMANCE RINGS	Aurafin LLC
51.	78/245546 <i>(pending)</i>	ROMANTIC RETRO	Aurafin LLC
52.	78/281517 <i>(pending)</i>	SHOELACE NECKLACE	Aurafin LLC
53.	1,685,226 <i>(registered)</i>	SOFT BANGLE (Stylized letters)	Aurafin LLC
54.	78/228359 <i>(pending)</i>	SOFTGOLD	Aurafin LLC
55.	78/228355 <i>(pending)</i>	SOFT GOLD	Aurafin LLC
56.	78/432983 <i>(pending)</i>	SOFT SILVER	Aurafin LLC

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NO.	APPLN/ REG. NO.	MARK	LISTED OWNER
57.	78/267775 <i>(pending)</i>	SOFTWEAR	Aurafin LLC
58.	1,946,071 <i>(registered)</i>	THE STORY BRACELET (Words and Design)	Aurafin LLC
59.	78/421153 <i>(pending)</i>	UC COUTURE	Aurafin LLC
60.	78/333189 <i>(pending)</i>	UC URBAN COUTURE	Aurafin LLC
61.	78/436923 <i>(pending)</i>	WONDER-FIT	Aurafin LLC
62.	2,289,463 <i>(registered)</i>	LASTING TREASURES	Aurafin LLC
63.	2,215,360 <i>(registered)</i>	THE LITTLE TOUCH	Little & Company
64.	1,973,122 <i>(registered)</i>	1BBK	Aurafin LLC
65.	2,425,911 <i>(registered)</i>	12 PRECIOUS ROSES	Aurafin LLC
66.	1,990,565 <i>(registered)</i>	ANIMAL CREATIONS	Aurafin LLC
67.	2,401,090 <i>(registered)</i>	BAGUETTE LINK	Aurafin LLC
68.	2,408,130 <i>(registered)</i>	BAGUETTE SUPREME	Aurafin LLC
69.	2,116,578 <i>(registered)</i>	BEVERLY HILLS GEM	Aurafin LLC
70.	1,528,154 <i>(registered)</i>	BEVERLY HILLS GOLD	Aurafin LLC
71.	1,645,629 <i>(registered)</i>	BEVERLY HILLS GOLD	Aurafin LLC
72.	2,065,843 <i>(registered)</i>	BEVERLY HILLS GOLD	Aurafin LLC
73.	2,376,220 <i>(registered)</i>	BEVERLY HILLS GOLD	Aurafin LLC
74.	2,064,036 <i>(registered)</i>	BEVERLY HILLS GOLD AND SILVER	Aurafin LLC
75.	2,156,409 <i>(registered)</i>	BEVERLY HILLS GOLD TIMEPIECES (Words and Design)	Aurafin LLC
76.	2,116,579 <i>(registered)</i>	BEVERLY HILLS JEWELS	Aurafin LLC

NO.	APPLN/ REG. NO.	MARK	LISTED OWNER
77.	2,103,853 (registered)	BEVERLY HILLS K.D.S	Aurafin LLC
78.	2,480,427 (registered)	BEVERLY HILLS PLATINUM	Aurafin LLC
79.	1,528,156 (registered)	BEVERLY HILLS ROPE	Aurafin LLC
80.	1,528,155 (registered)	BEVERLY HILLS SILVER	Aurafin LLC
81.	2,791,423 (registered)	BHG	Aurafin LLC
82.	2,502,547 (registered)	CHAMPAGNE ROPE	Aurafin LLC
83.	2,204,143 (registered)	THE CLAUDIA HOLLINGSWORTH COLLECTION	Aurafin LLC
84.	2,304,968 (registered)	COMBINATIONS	Aurafin LLC
85.	2,452,007 (registered)	CREATE YOUR OWN MEMORIES	Aurafin LLC
86.	2,738,671 (registered)	DANGLE BANGLES	Aurafin LLC
87.	2,420,322 (registered)	DELUXE ROPE	Aurafin LLC
88.	2,318,620 (registered)	ECL	Aurafin LLC
89.	2,016,097 (registered)	ETERNITY	Aurafin LLC
90.	1,951,183 (registered)	ETERNITY BANGLE	Aurafin LLC
91.	2,306,678 (registered)	FUNKY FASHIONS	Aurafin LLC
92.	2,846,490 (registered)	GRAND CENTRAL STATIONS	Aurafin LLC
93.	2,409,402 (registered)	INTERIOR DESIGN	Aurafin LLC
94.	76/115935 (pending)	ITALOR	Aurafin LLC
95.	2,443,365 (registered)	IT'S WHAT'S ON THE INSIDE THAT COUNTS	Aurafin LLC
96.	2,251,083 (registered)	JP (Stylized Letters)	Aurafin LLC

NO.	APPLN/ REG. NO.	MARK	LISTED OWNER
97.	1,331,971 (registered)	LASERCHARM	Aurafin LLC
98.	2,792,970 (registered)	LUMINESSE	Aurafin LLC
99.	2,058,150 (registered)	MIRACLEGOLD	Aurafin LLC
100.	2,225,848 (registered)	MIRROR ROPE	Aurafin LLC
101.	2,385,642 (registered)	MY FIRST GOLD	Aurafin LLC
102.	2,738,119 (registered)	MYSTIC HEARTS	Aurafin LLC
103.	1,454,143 (registered)	NONE (Design only)	Aurafin LLC
104.	1,611,998 (renewed)	NONE (Design only)	Aurafin LLC
105.	1,954,777 (registered)	NONE (Design Only)	Aurafin LLC
106.	75/252793 (published)	NONE (Design Only)	Aurafin LLC
107.	1,227,453 (registered)	OR (Words and Design)	Aurafin LLC
108.	1,473,068 (registered)	OR (Words and Design)	Aurafin LLC
109.	1,628,233 (registered)	OR	Aurafin LLC
110.	1,741,201 (registered)	OR	Aurafin LLC
111.	1,403,943 (registered)	OROAMERICA	Aurafin LLC
112.	2,655,408 (registered)	OROAMERICA	Aurafin LLC
113.	2,818,015 (registered)	PERFECTINA	Aurafin LLC
114.	2,209,705 (registered)	PERFUMAMERICA	Aurafin LLC
115.	2,043,871 (registered)	P/PRCS	Aurafin LLC

NO.	APPLN/ REG. NO.	MARK	LISTED OWNER
116.	2,028,007 <i>(registered)</i>	PRECIOUS PRECIOUS	Aurafin LLC
117.	2,479,527 <i>(registered)</i>	PUSHLOCK	Aurafin LLC
118.	2,438,450 <i>(registered)</i>	PUSH LOCK (Words and Design)	Aurafin LLC
119.	1,909,540 <i>(registered)</i>	QUINTUPLE ROPE	Aurafin LLC
120.	2,527,344 <i>(registered)</i>	QUINTUPLE ROPE	Aurafin LLC
121.	2,800,949 <i>(registered)</i>	REGAL GOLD	Aurafin LLC
122.	2,299,301 <i>(registered)</i>	RINGS OF LOVE	Aurafin LLC
123.	1,687,780 <i>(registered)</i>	ROSE ROPE	Aurafin LLC
124.	1,563,275 <i>(registered)</i>	SATIN-TOUCH ROPE	Aurafin LLC
125.	1,935,314 <i>(registered)</i>	SA (Words and Design)	Aurafin LLC
126.	1,544,348 <i>(registered)</i>	SILKHERRINGBONE	Aurafin LLC
127.	1,553,670 <i>(registered)</i>	SILK ROPE	Aurafin LLC
128.	1,953,830 <i>(registered)</i>	SILVERAMERICA	Aurafin LLC
129.	2,447,990 <i>(registered)</i>	SOPRANO	Aurafin LLC
130.	76/258993 <i>(pending)</i>	SPARKLERS	Aurafin LLC
131.	78/118279 <i>(pending)</i>	SUNRISE GOLD	Aurafin LLC
132.	78/118269 <i>(pending)</i>	SUNSET GOLD	Aurafin LLC
133.	78/135916 <i>(pending)</i>	SUNRISE SUNSET COLLECTION	Aurafin LLC
134.	1,550,611 <i>(registered)</i>	SUPER ROPE	Aurafin LLC
135.	1,909,539 <i>(registered)</i>	SUPREME VALUE ROPE	Aurafin LLC

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NO.	APPLN/ REG. NO.	MARK	LISTED OWNER
136.	2,223,214 <i>(registered)</i>	TANZANIQUE	Aurafin LLC
137.	2,729,796 <i>(registered)</i>	TIVOLI	Aurafin LLC
138.	76/345074 <i>(pending)</i>	TOTALLY TOES	Aurafin LLC
139.	2,738,670 <i>(registered)</i>	ULTRAVALUE	Aurafin LLC
140.	2,265,353 <i>(registered)</i>	VANILLA PASSION	Aurafin LLC
141.	1,556,758 <i>(registered)</i>	VELVETROPE	Aurafin LLC
142.	2,116,653 <i>(registered)</i>	WG	Aurafin LLC
143.	78/228441 <i>(pending)</i>	WG	Aurafin LLC
144.	2,084,554 <i>(registered)</i>	WONDERGOLD	Aurafin LLC
145.	2,019,086 <i>(registered)</i>	WONDER GOLD (Words and Design)	Aurafin LLC

### STATE APPLICATIONS AND REGISTRATIONS

NO.	APPLN/REG. NO.	MARK	LISTED OWNER
1.	T08293 (Florida)	A (Stylized letters)	Aurafin (NC Corporation)
2.	T08294 (Florida)	AU (Stylized letters)	Aurafin (NC Corporation)
3.	R24960 (New York)	BEVERLY HILLS SILVER	Aurafin-OroAmerica
4.	R25328 (New York)	SILK HERRINGBONE	Aurafin-OroAmerica
5.	25186 (New York)	SILKROPE	Aurafin-OroAmerica

### FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS

NO.	COUNTRY	MARK	APPLN/REG. NO.	LISTED OWNER
1.	ITALY	AURAFIN (and design)	608734	Aurafin LLC
2.	ITALY	AURAFIN (and design)	608734	Aurafin LLC
3.	JAPAN	AURAFIN GOLD	4,704,390	Aurafin LLC
4.	U.K.	ADD-A-CUBE CREATING A BEAUTIFUL NAME IN 14KT GOLD	2032542	Aurafin LLC
5.	U.K.	ADD-A-CUBE	2041117	Aurafin LLC
6.	CTM	AURAFIN	472407	Aurafin LLC
7.	CTM	ENDURA	1509926	Aurafin LLC
8.	CANADA	A (and design)	422,976	Aurafin LLC
9.	CANADA	Aurafin (and design)	420,643	Aurafin LLC
10.	CANADA	D (design)	421,482	Aurafin LLC
11.	CANADA	Au (and design)	464,987	Aurafin LLC
12.	CANADA	B (and design)	481,545	Aurafin LLC
13.	CANADA	AO (in a heart design)	1166,970 (pending)	Aurafin LLC

14.	CANADA	BHG	1166,971 <i>(pending)</i>	Aurafin-OroAmerica
15.	UK	BEVERLY HILLS GOLD	2,024,918	Aurafin-OroAmerica
16.	GERMANY	BEVERLY HILLS GOLD	39526353	Aurafin-OroAmerica
17.	CANADA	BEVERLY HILLS GOLD	490,559	Aurafin-OroAmerica
18.	MEXICO	BEVERLY HILLS GOLD	586-182	Aurafin-OroAmerica
19.	UK	BEVERLY HILLS SILVER	2,024,910	Aurafin-OroAmerica
20.	GERMANY	BEVERLY HILLS SILVER	39526352	Aurafin-OroAmerica
21.	CANADA	BEVERLY HILLS SILVER	490,715	Aurafin-OroAmerica
22.	MEXICO	BEVERLY HILLS SILVER	669,583	Aurafin-OroAmerica
23.	NORWAY	OR (IN A CIRCLE)	1536	Aurafin-OroAmerica
24.	CANADA	OR (IN CIRCLE IN HEART DESIGN)	337,729	Aurafin-OroAmerica
25.	CANADA	OR (IN HEART DESIGN)	406,510	Aurafin-OroAmerica
26.	NORWAY	OR (IN HEART)	1537	Aurafin-OroAmerica
27.	CANADA	SILKHERRINGBONE	368,216	Aurafin-OroAmerica
28.	GERMANY	SILK HERRINGBONE	538336	Aurafin-OroAmerica
29.	CANADA	SILKROPE	368,184	Aurafin-OroAmerica
30.	ISRAEL	SILKROPE	71750	Aurafin-OroAmerica
31.	JAPAN	SILKROPE	2,373,495	Aurafin-OroAmerica
32.	JAPAN	WG (WG inside of a heart)	4,706,621	Aurafin-OroAmerica
33.	JAPAN	WONDERGOLD	4,704,391	Aurafin-OroAmerica



Exhibit A

**ASSIGNMENT OF TRADEMARKS AND GOODWILL**

THIS ASSIGNMENT dated the \_\_\_ day of \_\_\_\_\_, from \_\_\_\_\_, a/an \_\_\_\_\_ (the "Assignor"), to BANK OF AMERICA, N.A., as agent for the Lenders (the "Assignee"), recites and provides:

WHEREAS, the Assignor is the owner of certain trademarks and service marks and the registrations and applications to register therefor listed in Schedule A hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain for the Lenders parties to the Amended and Restated Credit Agreement dated as of June \_\_\_, 2004, among Aurafin LLC, [Nob Hill Home Creations LLC, a Delaware limited liability company, Pippo Worldwide, L.L.C., a Delaware limited liability company, and UC Holdings L.L.C., a Delaware limited liability company], as borrowers, the lenders from time to time party thereto (the "Lenders"), and the Assignee, as agent for the Lenders (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement ) and the Assignee, as agent for the Lenders, all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks under separate agreement.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction (except for Permitted Liens) which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Assignee and the Lenders for any breach of the above warranty.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Schedule A

**LISTING OF TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Reg./File Mark</u>	<u>Reg./Serial Status</u>	<u>Date</u>	<u>Number</u>
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