

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Godinger Silver Art Ltd.		04/30/2010	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	Sterling National Bank
Street Address:	500 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Banking Corporation: NEW YORK

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	3148534	FILL 'ER UP
Registration Number:	3415937	TEE TIME
Registration Number:	3111687	STUDIO SILVERSMITHS
Registration Number:	3163621	THIRST EXTINGUISHER
Registration Number:	3166044	LIQUID LUNCH
Registration Number:	2986350	SPUMANTE
Serial Number:	77362772	HERALD SQUARE
Serial Number:	77744277	FIORI COLLECTION
Registration Number:	3608457	SILVER TREASURES
Serial Number:	77466060	SILVERADO LUSTERWARE
Registration Number:	2765033	RECOLLECTIONS
Registration Number:	2747594	CATCH OF THE DAY
Registration Number:	2316058	MUSEUM RE-CREATIONS
Registration Number:	2594504	SILVER DIAMONDS

OP \$490.00 3148534

Registration Number:	2400341	GRAND MASTER
Registration Number:	1972350	GODINGER
Registration Number:	1847587	20TH CENTURY BAROQUE
Registration Number:	1937664	SHANNON
Registration Number:	1799276	CRYSTAL LEGENDS

**CORRESPONDENCE DATA**

Fax Number: (212)382-0888  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-382-07000  
Email: roneill@ostrolenk.com  
Correspondent Name: Robert C. Faber  
Address Line 1: 1180 Avenue of the Americas  
Address Line 2: 7th Floor  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	T/1121-1 V15673
NAME OF SUBMITTER:	Robert C. Faber
Signature:	/robert c faber/
Date:	06/24/2010

**Total Attachments: 64**  
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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated April 30, 2010, is by and between GODINGER SILVER ART LTD., a New York corporation, with its chief executive office at 63-15 Traffic Avenue, Ridgewood, NY 11385 ("Debtor") and STERLING NATIONAL BANK, a New York banking corporation with a place of business at 500 Seventh Avenue, New York, NY 10018 ("Secured Party").

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor has entered into or is about to enter into financing arrangements with Secured Party pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor, as set forth in the Credit Agreement, dated of even date herewith, among Secured Party, Debtor and Gold Leaf Trading Inc. (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Credit Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce Secured Party to enter into the Credit Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now

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existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles, service marks, Internet and domain names, uniform resource locators (including, without limitation, www.\_\_\_\_\_.com) and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, domain names, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, domain names and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, arising under this Agreement, the Credit Agreement or any of the other Loan Documents, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Credit Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and, except as set forth below, Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Credit Agreement, and (ii) the security interests permitted under the Credit Agreement.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Credit Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder or under the Credit Agreement.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested in good faith at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party; provided that promptly after the filing thereof a copy is sent to Debtor. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office; provided that promptly after the filing thereof a copy is sent to Debtor.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other

country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder or under any of the other Loan Documents.

(g) Secured Party may, in its discretion exercised in good faith, after prior notice to Debtor, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all required filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment made in accordance with the provisions of the preceding sentence, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Credit Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party ten (10) Business Days' prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby any of the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable without the prior written consent of the Secured Party, except, that, Debtor may abandon or allow any registered Trademark to become invalidated, unenforceable, avoided or avoidable so long as such Trademark is not material, is of little or no value, has not been used in the business of Debtor for the immediately preceding three (3) months and in the reasonable discretion of Debtor is no longer useful to the business of the Debtor. Debtor shall notify Secured Party immediately if it knows or has reason to know of any

reason why any application, registration, or recording with respect to any Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall in good faith request, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best of Debtor's knowledge, no infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Trademarks invalid or enforceable, in whole or in part nor is the validity or enforceability of any of the Trademarks being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes in any material respect on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion exercised in good faith, may deem advisable for the protection of Secured Party's interests in and to the Trademarks, provided, that, so long as no Default or Event of Default shall exist or have occurred, Debtor may prosecute such action with such counsel as it reasonably selects.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks by Debtor and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Credit Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, and shall be part of the Obligations secured hereby.



#### 4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under any of the Loan Documents is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

#### 5. RIGHTS AND REMEDIES

At any time an Event of Default has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Credit Agreement, the other Loan Documents, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may in good faith determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion exercised in good faith, deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days' prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for

filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses incurred by Secured Party thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in their discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Credit Agreement.

(f) Debtor shall supply to Secured Party and its designees, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

#### 6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Loan Documents and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or any other rule of law that would cause the application of the law of any jurisdiction other than the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York of New York County and the United States District Court for the Southern District of New York, whichever Secured Party may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Loan Documents or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Loan Documents or the transactions related hereto or thereto, in

each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Loan Documents.

## 7. MISCELLANEOUS

(a) All notices, approvals, consents, requests, demands or other communications (collectively, "Communications") to or upon the respective parties hereto shall be made in writing in one of the following ways and shall be deemed to have been given, received and dated: if by hand, immediately upon delivery; if by recognized overnight delivery service, one (1) day after dispatch; if sent by facsimile, when such Communication is transmitted to the appropriate telecopier number and an answerback is received; and if by certified mail, return receipt requested three (3) Business Days after mailing. All Communications are to be given to the following addresses or telecopier numbers (or to such other address or telecopier numbers as any party may designate by Communication in accordance with this Section):

If to Secured Party: Sterling National Bank  
500 Seventh Avenue  
New York, New York 10018  
Attn: Murray Markowitz,  
Vice President  
Telecopier No.: (212)  
Telephone No.: (212)

If to Debtor: Godinger Silver Art Ltd.  
63-15 Traffic Avenue  
Ridgewood, NY 11385  
Attn: William Lefkowitz  
Vice President  
Telecopier No.: (718) 418-1000  
Telephone No.: (718) 418-1739

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof or cured, if such Event of Default is capable of being cured as determined by Secured Party. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. Any term used herein, which is not otherwise defined herein, shall have the meaning assigned thereto in the Credit Agreement.

(c) This Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) In case of conflict between the provisions of this Agreement and the Credit Agreement, the provisions of the Credit Agreement will prevail.

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

GODINGER SILVER ART LTD.

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

Title: U.P. \_\_\_\_\_

STERLING NATIONAL BANK

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

Title: \_\_\_\_\_

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 30 day of April, 2010, before me personally came William Lefkowitz, to me known, who being duly sworn did depose and say, that he is the V.P. of Godin's Silver Art Ltd., the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.

**SOLOMON LIESER**  
**NOTARY PUBLIC, State of New York**  
**No. 01LI6002513**  
**Qualified in Kings County**  
**Commission Expires February 9, 2014**

Solomon Lieser  
Notary Public

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

GODINGER SILVER ART LTD.

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

Title: \_\_\_\_\_

STERLING NATIONAL BANK

By: Way R. Markert

Title: FIRST VICE PRESIDENT

{650175;1}



EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>

Domain Name

{650175;1}

A-1

EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

LIST OF LICENSES

LICENSEE	TRADEMARKS

{650175;1}

B-1

EXHIBIT C  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK    )  
  ) ss.:  
COUNTY OF NEW YORK )

KNOW ALL MEN BY THESE PRESENTS, that Godinger Silver Art Ltd. (“Debtor”), having an office at 63-15 Traffic Avenue, Ridgewood, NY 11385 hereby appoints and constitutes, severally, STERLING NATIONAL BANK, as Agent (“Secured Party”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: April \_\_, 2010

GODINGER SILVER ART LTD.

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

Title: \_\_\_\_\_

{650175;1}

STATE OF NEW YORK    )  
  ) ss.:  
COUNTY OF NEW YORK )

On this \_\_\_ day of April 2010, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of GODINGER SILVER ART LTD., the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.

\_\_\_\_\_  
Notary Public

{650175;1}

TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF NEW YORK )

KNOW ALL MEN BY THESE PRESENTS, that <sup>Goldingers Silver Art Ltd.</sup> ~~Gold Leaf Trading Inc.~~ ("Debtor"), having an office at 63-15 Traffic Avenue, Ridgewood, NY 11385 hereby appoints and constitutes, severally, STERLING NATIONAL BANK, as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: April 30, 2010

~~Goldingers Silver Art Ltd.~~  
~~GOLD LEAF TRADING INC.~~  
By: [Signature]  
Title: V.P.

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 30 day of April 2010, before me personally came William L. Hawk to me known, who being duly sworn, did depose and say, that he is the V.P. of ~~GOLD LEAF TRADING INC.~~, the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.

**SOLOMON LIESER**  
**NOTARY PUBLIC, State of New York**  
**No. 01LI6002513**  
**Qualified in Kings County**  
**Commission Expires February 9, 2014**

Solomon Lieser  
Notary Public

Godinger Silver  
Art. 44.

**TRADEMARK RIDER**

FILL 'ER UP  
TEE TIME  
STUDIO SILVERSMITHS  
THIRST EXTINGUISHER  
LIQUID LUNCH  
SPUMANTE  
HERALD SQUARE  
FIORI COLLECTION  
SILVER TREASURES  
SILVERADO LUSTERWARE  
RECOLLECTIONS  
CATCH OF THE DAY  
MUSEUM RE-CREATIONS  
SILVER DIAMONDS  
GRAND MASTER  
GODINGER  
20<sup>TH</sup> CENTURY BAROQUE  
SHANNON  
CRYSTAL LEGENDS

EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Name	Application Number	Registration Number	Country
FILLER 'ER UP	78737886	3148534	USA
TEE TIME	78817618	3415937	USA
STUDIO SIL VERSMITHS	78640503	2346215; 2354207; 2626768	USA
THIRST EXTINGUISHER	78465224	3163621	USA
LIQUID LUNCH	78414460	3166044	USA
SPUMANTE	78325342	2986350	USA
HERALD SQUARE	77362772	(NOT AVAILABLE)	USA
FIORI COLLECTION	77744277		USA
SILVER TREASURES	77543993	3608457	USA
SILVERADO LUSTERWARE	77166060	3764066	USA
RECOLLECTIONS	76273148	2765033	USA
CATCH OF THE DAY	75765695	2747594	USA
MUSEUM RE- CREATION	75582618	1710892	USA
SILVER DIAMONDS	75325873	2594504	USA
GRAND MASTER	75010488	2400341	USA
GODINGER	74583176	1972350	USA
20 <sup>TH</sup> CENTURY BAROQUE	74394356	1847587	USA
SHANNON	74336161	1937664	USA
CRYSTAL LEGENDS	74305988	1799276	USA

{650175;2}



**TRADEMARKS**

FILL 'ER UP  
TEE TIME  
STUDIO SILVERSMITHS  
THIRST EXTINGUISHER  
LIQUID LUNCH  
SPUMANTE  
HERALD SQUARE  
FIORI COLLECTION  
SILVER TREASURES  
SILVERADO LUSTERWARE  
RECOLLECTIONS  
CATCH OF THE DAY  
MUSEUM RE-CREATIONS  
SILVER DIAMONDS  
GRAND MASTER  
GODINGER  
20<sup>TH</sup> CENTURY BAROQUE  
SHANNON  
CRYSTAL LEGENDS

{650272;1}



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# FILL 'ER UP

<b>Word Mark</b>	FILL 'ER UP ✓
<b>Goods and Services</b>	IC 021. US 002 013 023 029 030 033 040 050. G & S: Portable beverage dispensers. FIRST USE: 20031200. FIRST USE IN COMMERCE: 20031200
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	78737886
<b>Filing Date</b>	October 21, 2005
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	July 4, 2006
<b>Registration Number</b>	3148534
<b>Registration Date</b>	September 26, 2006
<b>Owner</b>	(REGISTRANT) Godinger Silver Art Co. Ltd. CORPORATION NEW YORK Room 230 225 Fifth Avenue New York NEW YORK 10010
<b>Attorney of Record</b>	Edward M. Weisz
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE ✓

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# TEE TIME

**Word Mark** TEE TIME ✓  
**Goods and Services** IC 021. US 002 013 023 029 030 033 040 050. G & S: Novelty barware set consisting of a cocktail shaker, cocktail stirrers, condiment picks and a bottle opener, sold together as a unit in a stand resembling a golf club bag and having a golf theme. FIRST USE: 20060331. FIRST USE IN COMMERCE: 20060331  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 78817618  
**Filing Date** February 17, 2006  
**Current Filing Basis** 1A  
**Original Filing Basis** 1B  
**Published for Opposition** June 5, 2007  
**Registration Number** 3415937  
**Registration Date** April 22, 2008  
**Owner** (REGISTRANT) Godinger Silver Art Co., Ltd. ✓ CORPORATION NEW YORK 63-15 Traffic Avenue

Trademark Electronic Search System (TESS)

Ridgewood NEW YORK 11385  
 Attorney of Record Edward M. Weisz  
 Type of Mark TRADEMARK  
 Register PRINCIPAL  
 Live/Dead Indicator LIVE ✓

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## STUDIO SILVERSMITHS

**Word Mark** STUDIO SILVERSMITHS ✓  
**Goods and Services** IC 008. US 023 028 044. G & S: Stainless and silver-plate flatware, namely knives, forks, and spoons. FIRST USE: 19990201. FIRST USE IN COMMERCE: 19990201  
IC 014. US 002 027 028 050. G & S: Silver-plated giftware of precious metal, namely candlesticks, bowls, vases, decorative boxes, and figurines; Silver-plated hollowware of precious metal, namely serving ware for serving food, pitchers, bowls, drinking vessels, charger plates, vases, and serving trays. FIRST USE: 19990201. FIRST USE IN COMMERCE: 19990201  
IC 021. US 002 013 023 029 030 033 040 050. G & S: Stainless steel hollowware not of precious metal, namely serving ware for serving food, pitchers, bowls, drinking vessels, charger plates, vases, and serving trays. FIRST USE: 19990201. FIRST USE IN COMMERCE: 19990201

**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 78840503  
**Filing Date** May 31, 2005  
**Current Filing Basis** 1A  
**Original Filing Basis** 1A

Trademark Electronic Search System (TESS)

Published for Opposition April 11, 2006  
 Registration Number 3111687  
 Registration Date July 4, 2006  
 Owner (REGISTRANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK Room 230 225 Fifth Avenue New York NEW YORK 10010  
 Assignment Recorded ASSIGNMENT RECORDED  
 Attorney of Record Edward M. Weisz  
 Prior Registrations 2346215;2354207;2626768  
 Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE SILVERSMITHS APART FROM THE MARK AS SHOWN  
 Type of Mark TRADEMARK  
 Register PRINCIPAL-2(F)  
 Live/Dead Indicator LIVE

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## THIRST EXTINGUISHER

**Word Mark** THIRST EXTINGUISHER

**Goods and Services** IC 021. US 002 013 023 029 030 033 040 050. G & S: Barware, namely, decanters, bar utensils in the nature of cork screws and bottle openers, drinking glasses and stemware, portable beverage dispensers, cocktail shakers, wine strainers, shot glasses, beverage stirrers, ice buckets, ice tongs, non-paper and non-table linen coasters, and jiggers. FIRST USE: 20050401. FIRST USE IN COMMERCE: 20050401

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 78465224

**Filing Date** August 10, 2004

**Current Filing Basis** 1A

**Original Filing Basis** 1B

**Published for Opposition** December 13, 2005

**Registration Number** 3163621

**Registration Date** October 24, 2006



Trademark Electronic Search System (TESS)

Owner (REGISTRANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK 225 Fifth Avenue New York NEW YORK 10010

Attorney of Record Edward M. Weisz

Type of Mark TRADEMARK

Register PRINCIPAL

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Home | Site Index | Search | FAQ | Glossary | Guides | Contacts | eBusiness | eBiz alerts | News | Help

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List At: [ ] OR Jump to record: [ ] Record 11 out of 75

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LIQUID LUNCH

Word Mark LIQUID LUNCH  
Goods and Services IC 021. US 002 013 023 029 030 033 040 050. G & S: Barware kit containing cocktail shaker, beverage glasses, cocktail accessories, namely, cocktail stirrers, jiggers and garnish picks; and cocktail recipes, sold together as a unit. FIRST USE: 20041100. FIRST USE IN COMMERCE: 20041100  
Standard Characters Claimed  
Mark Drawing Code (4) STANDARD CHARACTER MARK  
Serial Number 78414460  
Filing Date May 6, 2004  
Current Filing Basis 1A  
Original Filing Basis 1B  
Published for Opposition October 11, 2005  
Registration Number 3166044  
Registration Date October 31, 2006  
Owner (REGISTRANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK 225 Fifth Avenue New

Trademark Electronic Search System (TESS)

York NEW YORK 10010  
 Attorney of Record Edward M. Welsz  
 Type of Mark TRADEMARK  
 Register PRINCIPAL  
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## SPUMANTE

<b>Word Mark</b>	SPUMANTE
<b>Translations</b>	The English translation of the word SPUMANTE is sparkling.
<b>Goods and Services</b>	IC 008, US 023 028 044, G & S: Flatware, namely, knives, forks and spoons. FIRST USE: 20040228, FIRST USE IN COMMERCE: 20040228
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	78325342
<b>Filing Date</b>	November 10, 2003
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	September 7, 2004
<b>Registration Number</b>	2986350
<b>Registration Date</b>	August 18, 2005
<b>Owner</b>	(REGISTRANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK Room 230 225 Fifth Avenue New York NEW YORK 10010
<b>Attorney of Record</b>	Edward M. Weisz
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE

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Home | Site Index | Search | FAQ | Glossary | Guides | Contacts | eBusiness | eBiz alerts | News | Help

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# HERALD SQUARE

**Word Mark** HERALD SQUARE ✓

**Goods and Services** IC.021. US 002 013 023 029 030 033 040 050. G & S; Dinnerware; beverage ware; giftware, namely, serving trays, dishes for condiments; giftware, namely, serving pieces in the nature of serving forks and serving spoons; giftware, namely, candlesticks and flower vases

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 77362772

**Filing Date** January 2, 2008

**Current Filing Basis** 1B

**Original Filing Basis** 1B

**Published for Opposition** June 16, 2009

**Owner** (APPLICANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK 63-15 Traffic Avenue Ridgewood NEW YORK 11385 ✓

**Attorney of Record** Edward M. Weisz

**Type of Mark Register** TRADEMARK PRINCIPAL

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NEXT LIST	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC					

| HOME | SITE INDEX | SEARCH | BUSINESS | HELP | PRIVACY POLICY



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Home | Site Index | Search | FAQ | Glossary | Guides | Contacts | eBusiness | eBiz alerts | News | Help

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[TTAB Status](#)
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# FIORI COLLECTION

**Word Mark** FIORI COLLECTION  
**Goods and Services** IC 021. US 002 013 023 029 030 033 040 050. G & S: Giftware, namely, serving trays, salt and pepper shakers, flatware caddy, condiments servers, candy dishes, salad bowls, chip and dip servers, vases. FIRST USE: 20090522. FIRST USE IN COMMERCE: 20090522  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 77744277  
**Filing Date** May 28, 2009  
**Current Filing Basis** 1A  
**Original Filing Basis** 1A  
**Owner** (APPLICANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK 85-15 Traffic Avenue Ridgewood NEW YORK 11385  
**Attorney of Record** Edward M. Weisz  
**Type of Mark Register** TRADEMARK PRINCIPAL  
**Live/Dead Indicator** LIVE



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# SILVER TREASURES

<b>Word Mark</b>	SILVER TREASURES
<b>Goods and Services</b>	IC 021. US 002 013 023 029 030 033 040 050. G & S: Silver-plated serving pieces, namely, forks and spoons, serving tongs and salad tongs. FIRST USE: 19951000. FIRST USE IN COMMERCE: 19951000
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	77543993
<b>Filing Date</b>	August 11, 2008
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	February 3, 2009
<b>Registration Number</b>	3608457
<b>Registration Date</b>	April 21, 2009
<b>Owner</b>	(REGISTRANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK 65-15 Traffic Avenue Ridgewood NEW YORK 11385
<b>Attorney of Record</b>	Edward M. Weisz

**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SILVER" APART FROM THE MARK AS SHOWN  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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---

| HOME | SITE INDEX | SEARCH | BUSINESS | HELP | PRIVACY POLICY



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Record 1 out of 1

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SILVERADO LUSTERWARE

Word Mark SILVERADO LUSTERWARE  
 Goods and Services IC 021. US 002 013 023 029 030 033 040 050. G & S: Hollowware, namely, trays, bowls, plates, pots and cups and servingware for serving food. FIRST USE: 20080400. FIRST USE IN COMMERCE: 20080400  
 Standard Characters Claimed  
 Mark Drawing Code (4) STANDARD CHARACTER MARK  
 Serial Number 77466060  
 Filing Date May 5, 2008  
 Current Filing Basis 1A  
 Original Filing Basis 1B  
 Published for Opposition March 31, 2009  
 Registration Number 3764066  
 Registration Date March 23, 2010  
 Owner (REGISTRANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK 65-15 Traffic Avenue Ridgewood NEW YORK 11385  
 Assignment Recorded ASSIGNMENT RECORDED  
 Attorney of Record Edward M. Weisz  
 Type of Mark TRADEMARK


Register            PRINCIPAL  
Live/Dead  
Indicator            LIVE

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### Typed Drawing

**Word Mark** RECOLLECTIONS  
**Goods and Services** IC 008, US 023 028 044. G & S: Sterling silver and silverplate flatware. FIRST USE: 20021031.  
 FIRST USE IN COMMERCE: 20021031  
 IC 014. US 002 027 028 050. G & S: Sterling silver and silverplate serveware, namely, lasagna servers, salad tongs, pie servers, cake servers, serving ladles, bowls and pitchers; sterling silver and silverplate giftware, namely, vases, candlesticks, vanity trays and decorative boxes. FIRST USE: 20020930. FIRST USE IN COMMERCE: 20020930

**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 76273148  
**Filing Date** June 18, 2001  
**Current Filing Basis** 1A  
**Original Filing Basis** 1B  
**Published for Opposition** March 26, 2002  
**Registration Number** 2765033  
**Registration Date** September 16, 2003  
**Owner** (REGISTRANT) Gadlinger Silver Art Co., Ltd. CORPORATION NEW YORK 65-15 Traffic Avenue Ridgewood NEW YORK 11385  
**Attorney of Record** Edward M. Weisz  
**Type of Mark Register** TRADEMARK  
 PRINCIPAL ✓

Affidavit Text SECT 15. SECT 8 (6-YR).  
Live/Dead Indicator LIVE

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SEARCH LIST	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC					

| HOME | SITE INDEX | SEARCH | eBUSINESS | HELP | PRIVACY POLICY



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### Typed Drawing

**Word Mark** CATCH OF THE DAY  
**Goods and Services** IC 008. US 023 028 044. G & S: silverplate and/or stainless flatware, namely, knives, forks and spoons, hand tools, namely, salad tongs. FIRST USE: 20000930. FIRST USE IN COMMERCE: 20000930  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 75765695  
**Filing Date** August 2, 1999  
**Current Filing Basis** 1A  
**Original Filing Basis** 1B  
**Published for Opposition** August 29, 2000  
**Registration Number** 2747594  
**Registration Date** August 5, 2003  
**Owner** (REGISTRANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK 225 Fifth Avenue New York NEW YORK 10010  
**Attorney of Record** MARTIN B PAVANE  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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**Typed Drawing**

<b>Word Mark</b>	MUSEUM RE-CREATIONS
<b>Goods and Services</b>	IC 014, US 002 027 028 050. G & S: ITEMS MADE OF PRECIOUS METAL; NAMELY, BISCUIT BOXES, VASES, BASKETS, AND CANDLESTICKS. FIRST USE: 19910300. FIRST USE IN COMMERCE: 19910300
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	75582618
<b>Filing Date</b>	November 4, 1998
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	November 16, 1999
<b>Registration Number</b>	2316058
<b>Registration Date</b>	February 8, 2000
<b>Owner</b>	(REGISTRANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK 63-15 Traffic Avenue Ridgewood NEW YORK 11385
<b>Prior Registrations</b>	1710892
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL-2(F)
<b>Affidavit Text</b>	SECT 15. SECT 8 (6-YR).
<b>Live/Dead Indicator</b>	LIVE

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TESS HOME	NEW USER	STRUCTURED	FREE FORM	SPONSORING	SEARCH QG	TOP	HELP	PREV LIST	CURR LIST
NEXT LIST	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC					

---

| HOME | SITE INDEX | SEARCH | eBUSINESS | HELP | PRIVACY POLICY



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Home | Site Index | Search | FAQ | Glossary | Guides | Contacts | eBusiness | eBiz alerts | News | Help

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- [SEARCH OI](#)
- [BOTTOM](#)
- [HELP](#)
- [PREV LIST](#)
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- [PREV DOC](#)
- [NEXT DOC](#)
- [LAST DOC](#)

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[Start](#) List At:  OR [Jump](#) to record:  **Record 32 out of 75**

[TARR Status](#) [ASSIGN Status](#) [TDR](#) [TTAB Status](#) ( Use the "Back" button of the Internet Browser to return to TESS)

**Typed Drawing**

<b>Word Mark</b>	SILVER DIAMONDS
<b>Goods and Services</b>	IC 014. US 002 027 028 050. G & S: giftware made in whole or part of sterling silver or silver plate, namely, candlesticks picture frames, bowls, vases, decorative boxes and figurines. FIRST USE: 20010100. FIRST USE IN COMMERCE: 20010300
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	75325873
<b>Filing Date</b>	July 17, 1997
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	July 21, 1998
<b>Registration Number</b>	2594504
<b>Registration Date</b>	July 16, 2002
<b>Owner</b>	(REGISTRANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK 65-15 Traffic Avenue Ridgewood NEW YORK 11385
<b>Attorney of Record</b>	EDWARD M. WEISZ
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Affidavit Text</b>	SECT 15. SECT 8 (6-YR).
<b>Live/Dead Indicator</b>	LIVE ✓

TESS HOME	NEW USER	STRUCTURED	FREE FORM	BROWNDICT	SEARCH OG	TOP	HELP	QUERY LIST	CURR LIST
ABOUT TESS	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC					

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Home | Site Index | Search | FAQ | Glossary | Guides | Contacts | eBusiness | eBiz alerts | News | Help

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[NEXT DOC](#)
[LAST DOC](#)

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[TARR Status](#)
[ASSIGN Status](#)
[TDR](#)
[TTAB Status](#)
 ( Use the "Back" button of the Internet Browser to return to TESS)

#### Typed Drawing

**Word Mark** GRAND MASTER  
**Goods and Services** IC 008. US 023 028 044. G & S: silver plated flatware, namely, knives, forks, and spoons. FIRST USE. 19981200. FIRST USE IN COMMERCE: 19981200  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 75010488  
**Filing Date** October 25, 1995  
**Current Filing Basis** 1A  
**Original Filing Basis** 1B  
**Published for Opposition** August 20, 1996  
**Registration Number** 2400341  
**Registration Date** October 31, 2000  
**Owner** (REGISTRANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK 63-15 Traffic Avenue Ridgewood NEW YORK 11385  
**Attorney of Record** Edward M. Weisz  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Affidavit Text** SECT 15. SECT 8 (6-YR).  
**Live/Dead Indicator** LIVE

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[PREV DOC](#)
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[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [BUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)



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Home | Site Index | Search | FAQ | Glossary | Guides | Contacts | eBusiness | eBiz alerts | News | Help

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List At:  OR to record:  **Record 45 out of 75**

( Use the "Back" button of the Internet Browser to return to TESS)

## Typed Drawing

Word Mark GODINGER  
 Goods and Services IC 008. US 023 028 044. G & S: silver plated knives, forks and spoons. FIRST USE: 19870531.  
 FIRST USE IN COMMERCE: 19870531  
 IC 021. US 002 013 023 029 030 033 040 050. G & S: silver plated serving utensils, namely salad tongs, ice tongs, sugar cube tongs, pasta servers, cake and pie servers. FIRST USE: 19870331.  
 FIRST USE IN COMMERCE: 19870331  
 Mark Drawing Code (1) TYPED DRAWING  
 Serial Number 74583176  
 Filing Date October 6, 1994  
 Current Filing Basis 1A  
 Original Filing Basis 1A  
 Published for Opposition February 13, 1996  
 Registration Number 1972350  
 Registration Date May 7, 1998  
 Owner (REGISTRANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK 65-15 TRAFFIC AVENUE RIDGWOOD NEW YORK 11385  
 Attorney of Record EDWARD WEISZ  
 Type of Mark TRADEMARK  
 Register PRINCIPAL-2(F)  
 Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20070123.

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| HOME | SITE INDEX | SEARCH | BUSINESS | HELP | PRIVACY POLICY



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Typed Drawing

Word Mark 20TH CENTURY BAROQUE  
Goods and Services IC 008, US 023, G & S: silverplated flatware; namely, knives, forks and spoons. FIRST USE: 19901001. FIRST USE IN COMMERCE: 19901001  
Mark Drawing Code (1) TYPED DRAWING  
Serial Number 74394358  
Filing Date May 25, 1993  
Current Filing Basis 1A  
Original Filing Basis 1A  
Published for Opposition May 10, 1994  
Registration Number 1847587  
Registration Date August 2, 1994  
Owner (REGISTRANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK 225 Fifth Avenue New York NEW YORK 10010  
Attorney of Record EDWARD M. WEISZ  
Type of Mark TRADEMARK  
Register PRINCIPAL  
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20040628.  
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| HOME | SITE INDEX | SEARCH | BUSINESS | HELP | PRIVACY POLICY



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Home | Site Index | Search | FAQ | Glossary | Guides | Contacts | eBusiness | eBiz alerts | News | Help

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NEXT LIST	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC					

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[Start](#) List At:  OR [Jump](#) to record:  **Record 55 out of 75**

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Typed Drawing

Word Mark	SHANNON
Goods and Services	IC 021. US 002 013 023 029 030 033 040 050. G & S: crystal giftware, namely salad bowls, water pitchers, salt and pepper shakers, ice buckets, cake servers, and biscuit jars. FIRST USE: 19870430. FIRST USE IN COMMERCE: 19870430
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	74336161
Filing Date	November 30, 1992
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	September 5, 1995
Registration Number	1937664
Registration Date	November 28, 1995
Owner	(REGISTRANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK 63-15 TRAFFIC AVENUE RIDGEWOOD, NEW YORK 11385
Attorney of Record	EDWARD M WEISZ
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (8-YR). SECTION 8(10-YR) 20060323.
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| HOME | SITE INDEX | SEARCH | eBUSINESS | HELP | PRIVACY POLICY



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Home | Site Index | Search | FAQ | Glossary | Guides | Contacts | eBusiness | eBiz alerts | News | Help

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List At:  OR to record:  Record 59 out of 75

TARP Status ASSIGN Status TDR TTAB Status ( Use the "Back" button of the Internet Browser to return to TESS)

Typed Drawing

Word Mark CRYSTAL LEGENDS  
Goods and Services IC 014, US 027. G & S: clocks. FIRST USE: 19890731. FIRST USE IN COMMERCE: 19890731  
Mark Drawing Code (1) TYPED DRAWING  
Serial Number 74305988  
Filing Date August 18, 1992  
Current Filing Basis 1A  
Original Filing Basis 1A  
Published for Opposition February 16, 1993  
Registration Number 1799276  
Registration Date October 19, 1993  
Owner (REGISTRANT) Godinger Silver Art Co., Ltd. CORPORATION NEW YORK 225 Fifth Avenue, Room 230 New York NEW YORK 10010  
Attorney of Record EDWARD M WEISZ  
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CRYSTAL" APART FROM THE MARK AS SHOWN  
Type of Mark TRADEMARK  
Register PRINCIPAL  
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20030328.  
Renewal 1ST RENEWAL 20030328.  
Live/Dead Indicator LIVE ✓

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| HOME | SITE INDEX | SEARCH | BUSINESS | HELP | PRIVACY POLICY

Domain Name

None

{430532;2}  
388655;1

A-2



EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

LIST OF LICENSES

None

{650175;2}

B-1

EXHIBIT C  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF NEW YORK )

KNOW ALL MEN BY THESE PRESENTS, that Godinger Silver Art Ltd. ("Debtor"), having an office at 63-15 Traffic Avenue, Ridgewood, NY 11385 hereby appoints and constitutes, severally, STERLING NATIONAL BANK, as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: April \_\_, 2010

GODINGER SILVER ART LTD.

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

Title: \_\_\_\_\_

{650175;2}

c-1

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On this \_\_ day of April 2010, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of GODINGER SILVER ART LTD., the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.

---

Notary Public

{650175;2}

C-2