

01-31-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings ⇨ ⇨ ⇨ ▼

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

1. Name of conveying party(ies):

Finlay Fine Jewelry Corporation
Finlay Jewelry, Inc.
Finlay Merchandising & Buying, Inc.
eFinlay, Inc.

1-28-03

- Individual(s)
- General Partnership
- Corporation-State
- 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: January 22, 2003

2. Name and address of receiving party(ies):

Name: _____
General Electric Capital Corporation

Internal Address: _____

Street Address: 800 Connecticut Avenue, Two North

City: Norwalk State: CT Zip: 06854

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

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

FINANCE SECTION
2003 JAN 28 PM 3:12

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,916,315

Additional number(s) attached Yes No

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

Name: Marcia G. Bennett

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41):..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 23-0800

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

Phyllis Eremitaggio
Name of Person Signing

Phyllis Eremitaggio
Signature

January 28, 2003
Date

01/30/2003 ECDOPER 00000094 230800 1916315 Total number of pages including cover sheet, attachments, and document:

01 FC:0521 40.00 CH

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

**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of January 22, 2003 by FINLAY FINE JEWELRY CORPORATION, a Delaware corporation ("Borrower"), FINLAY JEWELRY, INC., a Delaware corporation, ("Finlay"), FINLAY MERCHANDISING & BUYING, INC., a Delaware corporation ("Finlay Merchandising") and eFINLAY, INC., a Delaware corporation ("eFinlay"); (Borrower, Finlay, Finlay Merchandising and eFinlay are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, the Borrower is party to the Amended and Restated Credit Agreement dated as of September 11, 1997, among the Borrower, Finlay Enterprises, Inc. ("Parent"), the Lenders thereunder and Agent (as amended, the "Existing Credit Agreement");

WHEREAS, the Borrower is party to a Security Agreement and Mortgage-Trademarks, Patents and Copyrights dated as of May 26, 1993 (as amended, the "Borrower Trademark Agreement"), in favor of the Agent;

WHEREAS, Finlay is party to a Security Agreement and Mortgage-Trademarks, Patents and Copyrights dated as of May 26, 1993 (as amended, the "Finlay Trademark Agreement", together with the Borrower Trademark Agreement, the "Existing Trademark Agreements"), in favor of the Agent;

WHEREAS, the Borrower, the Parent, the Lenders and the Agent have agreed to amend and restate the Existing Credit Agreement on terms set forth in the Second Amended and Restated Credit Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), among the Borrower, the Parent, the Lenders, the Agent and Fleet Precious Metals, Inc., as Documentation Agent, pursuant to which the Lenders have agreed to continue to make secured revolving credit advances to the Borrower from time to time;

WHEREAS, the Borrower and the Agent have agreed to amend and restate the Existing Trademark Agreements to permit the foregoing on the terms set forth in this Agreement;

WHEREAS, it is the intent of the parties hereto that this Agreement not constitute a novation of the obligations and liabilities under the Existing Trademark Agreements or evidence payment of all or any of such obligations and liabilities, that this Agreement amend and restate in its entirety the Existing Trademark Agreements, and that from and after the effectiveness of this agreement the Existing Trademark Agreements be of no further force or effect except as to evidence the granting of the liens thereunder, the incurrence of the obligations of the parties thereto and the representations and warranties made thereunder; and

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WHEREAS, Agent and Lenders are willing to make secured credit advances to the Borrower and incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

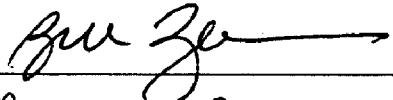
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FINLAY FINE JEWELRY CORPORATION

By: 

Name: Bruce E. Zurnick

Title: Sr. VP, Treas. + CFO

FINLAY JEWELRY, INC.

By: 

Name: Bruce E. Zurnick

Title: Sr. VP, Treas. + CFO

FINLAY MERCHANDISING & BUYING, INC.

By: 

Name: Bonni G. Davis

Title: VP, Sec., General Counsel

eFINLAY, INC.

By: 

Name: Bonni G. Davis

Title: VP, Sec., General Counsel

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 

Name: Charles Chiodo

Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002662 FRAME: 0026

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York)

SS.

On this 22nd day of January 2003 before me personally appeared Bruce E. Zurhick proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Finlay Fine Jewelry Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ralph D. Mosley Jr.
Notary Public

{seal}

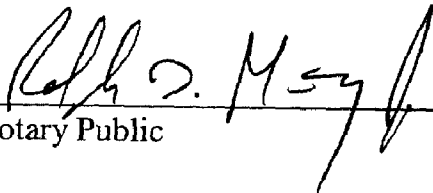
RALPH D. MOSLEY JR.
Notary Public, State of New York
No. 52-4796827
Qualified in Suffolk County
Certificate filed in New York County
Commission Expires 6/30/03

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York)

ss.

On this 22nd day of January, 2003 before me personally appeared Bruce E. Zurhick proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Finlay Jewelry, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}

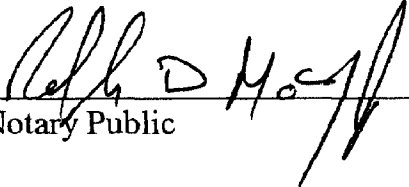
RALPH D. MOSLEY JR.
Notary Public, State of New York
No. 52-4796027
Qualified in Suffolk County
Certificate filed in New York County
Commission Expires 6/30/03

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York
COUNTY OF New York

ss.

On this 22nd day of January, 2003 before me personally appeared Boni G. Davis, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Finley Merchandising Corp. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}

RALPH D. MOSLEY JR.
Notary Public, State of New York
No. 52-4796827
Qualified in Suffolk County
Certificate filed in New York County
Commission Expires 6/30/03

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
)
COUNTY OF New York)

ss.

On this 22nd day of January, 2003 before me personally appeared Bonni G. Davis, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of eFinlay, Inc., who being by me duly sworn did depose and say that she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ralph D. Mosley Jr

Notary Public

{seal}

**RALPH D. MOSLEY JR.
Notary Public, State of New York
No. 52-4796827
Qualified in Suffolk County
Certificate filed in New York County
Commission Expires**

6/30/03

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS¹

1) Trademarks

Name	State/Country	Registration or Serial Number	Date Filed/Date Issued	Declaration of Use/Renewal Due
HOT-NOT (Stylized)	U.S.A.	TM Reg. #1,916,315	09/05/95	09/05/05

2) Trade Name

Name	State/Country	Registration or Serial Number	Date Filed/Date Issued	Declaration of Use/Renewal Due
FINLAY FINE JEWELRY**	U.S.A.	Trade Name		

3) Domain Names

Name	State/Country	Registration or Serial Number	Date Filed/Date Issued	Declaration of Use/Renewal Due
FINLAY ENTERPRISES.COM	Internet	Domain Name	08/14/98	08/14/10
FINLAYFINE JEWELRY.COM	Internet	Domain Name	01/22/99	01/22/06
FINLAYFINE.COM	Internet	Domain Name	07/27/98	07/27/03
FINLAYJEWELRY.COM	Internet	Domain Name	10/09/01	10/09/05
FNLY.COM	Internet	Domain Name	02/20/96	02/21/10
JEWELRY DISTRIBUTION.COM ²	Internet	Domain Name	01/20/99	01/20/03
NYJEWELRY OUTLET.COM ³	Internet	Domain Name	01/18/99	01/18/03
NYJO.COM ³	Internet	Domain Name	01/22/99	01/22/03
1-800-JEWELRY.COM ⁴	Internet	Domain Name	10/16/98	10/16/03
1800JEWELRY.COM [*]	Internet	Domain Name	12/16/99	12/16/08
1-800-JEWELRY STORE.COM	Internet	Domain Name	05/08/00	05/08/04
1-888-JEWELRY.COM	Internet	Domain Name	05/21/99	05/21/03

¹ Where appropriate, all marks have been assigned by Seligman & Latz, Inc. to S&L Acquisition Company L.P. and reassigned to Finlay Fine Jewelry Corporation.

² Name to be allowed to expire.

³ Names excluded from asset sale to Ultra Stores. To be allowed to expire.

⁴ Names purchased 9/14/99 for \$20,000 and \$15,000 respectively.

^{*} The Borrower believes that another company is claiming rights in respect of the 1800JEWELRY.com domain name

^{**} Pursuant to the Trade Name License Agreement dated as of October 28, 1998 between Finlay Merchandising & Buying, Inc. ("FM&B") and the Borrower, the Borrower (in accordance with Amended Agreement No. 4 dated as of October 28, 1998 among Borrower, the Agent and the other parties thereto) obtained from FM&B an exclusive right to use the name "Finlay Fine Jewelry Corporation" and all permutations of the trade name "Finlay Fine Jewelry Corporation", including "Finlay," "Finlay Fine Jewelry" and "Finlay Jewelry."