

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Online Jewelry Services, LLC		07/01/2004	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc.
Street Address:	900 Ashwood Parkway
Internal Address:	Suite 610
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30338
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2850339	LOREN
Registration Number:	2850340	LOREN

CORRESPONDENCE DATA

Fax Number: (404)602-8670

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-888-4090

Email: HWRITM@hunton.com

Correspondent Name: Bruce W. Moorhead, Jr.

Address Line 1: 600 Peachtree Street, NE

Address Line 2: Suite 4100, Bank of America Plaza

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:

64534.2

NAME OF SUBMITTER:

Shannon Adkins

Total Attachments: 7

TRADEMARK
REEL: 002890 FRAME: 0984

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 1, 2004, by **ONLINE JEWELRY SERVICES, LLC**, a Texas limited liability company ("Grantor") in favor of **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Term Note and that certain Security Agreement, both dated as of the date hereof by and between Grantor ("Borrower") and Lender, and those three Guaranties executed and delivered, respectively, by Richard Goldstein, Donald Goldstein and Julie Goldstein, to and for the benefit of Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, collectively the "Loan Documents"), Lender has agreed to make the Loan; and

WHEREAS, Lender is willing to make the Loan as provided for in the Loan Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Lender 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, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Loan Documents.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Lender 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 (the "Trademarks") and trademark licenses (the "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. RIGHTS AND REMEDIES.

(a) The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Documents. Grantor hereby acknowledges and affirms that the representations and warranties of Grantor and the rights and remedies of Lender 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;

(b) Notwithstanding anything to the contrary herein or in any of the other Loan Documents, if any Default or Event of Default under the Term Note or the Security Agreement or any other Loan Document shall have occurred, or if Grantor fails to perform any agreement or to meet any of the obligations to Lender hereunder, in addition to any and all other rights and remedies that Lender may have in or under any other Loan Document or at law, all of the right, title and interest of Grantor in and to the Trademark Collateral shall be automatically granted, assigned, conveyed and delivered to Lender or its designee, and Grantor hereby irrevocably constitutes and appoints Lender 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 Grantor and in the name of Grantor or Lender's own name or the name of Lender's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of a Default or 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 United States 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; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey any goods covered by the registrations listed on Schedule I to any purchaser thereof; (iv) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods covered by the registrations listed on Schedule I, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Lender, in its sole discretion, and such payments made by Lender to become the obligations of Grantor to Lender, due and payable immediately, without demand.

[SIGNATURE PAGE FOLLOWS]

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

ONLINE JEWELRY SERVICES, LLC

By: [Signature]
Name: Richard Goldstein
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 2nd day of July, 2004, before me personally appeared Richard Goldstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Online Jewelry Services, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Members/Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

TINA CAPPIELLO
NOTARY PUBLIC, STATE OF NEW YORK
No. 5041773 (SEAL)
Qualified in Bronx County
Commission Expires April 10, 20 07

[Signature]
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.

By: _____
Name: _____
Title: _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Name of Grantor	Registration Number	Mark	Registration Date
Online Jewelry Services, LLC	2,850,340	LOREN	6/8/2004
Online Jewelry Services, LLC	2,850,339	LOREN	6/8/2004

EXHIBIT A

COLLATERAL ASSIGNMENT OF TRADEMARKS AND GOODWILL

THIS ASSIGNMENT dated the ____ day of ____, 20__ from ONLINE JEWELRY SERVICES, LLC, a Texas limited liability company (the "Assignor"), to **THE CIT GROUP/BUSINESS CREDIT INC.**, a New York corporation (the "Assignee"), recites and provides:

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

WHEREAS, Assignee desires to obtain for the Lender all of Assignor's right, title and interest in and to all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, the entire right, title and interest of 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. Assignor acknowledges that it has granted Assignee the right to secure the assets of such Assignor associated with the business symbolized by the Trademarks, under separate agreement.

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

ONLINE JEWELRY SERVICES, LLC

By: _____
Name: _____
Title: _____

Schedule I to Collateral Assignment of Trademarks and Goodwill

TRADEMARKS

Name of Grantor	Registration Number	Mark	Registration Date
Online Jewelry Services, LLC	2,850,340	LOREN	6/8/2004
Online Jewelry Services, LLC	2,850,339	LOREN	6/8/2004