

## 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
William Pitt, LLC	William Pitt, Inc.	12/22/2004	Limited liability company: DELAWARE

## RECEIVING PARTY DATA

Name:	Weston Presidio Capital IV, L.P.
Street Address:	c/o Western Presidio, Pier 1, Bay 2
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	WPC Entrepreneur Fund II, L.P.
Street Address:	c/o Weston Presidio, Pier 1, Bay 2
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2689729	WORLD'S BIGGEST ENGAGEMENT RING STORE
Serial Number:	76518524	ROBBINS BROS.

## CORRESPONDENCE DATA

Fax Number: (415)395-8095

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

Phone: (415) 395-8279

Email: anda.sniedze@lw.com

Correspondent Name: Latham &amp; Watkins LLP

OP \$65.00 2689729

900017249

TRADEMARK  
REEL: 002998 FRAME: 0443

Address Line 1:	505 Montgomery Street, Suite 1900
Address Line 4:	San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Patricia
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Signature:	/Patricia A. Conner/
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Date:	12/28/2004
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Total Attachments: 4
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 22, 2004, is executed by WILLIAM PITT, LLC, a Delaware limited liability company (the "Borrower"), in favor of the Lenders.

A The Borrower has entered into that certain Senior Subordinated Secured Term Note Agreement, dated concurrently herewith (as the same from time to time hereafter may be amended, modified, supplemented or restated, the "Note Agreement"), by and among the Borrower and the Lenders (as defined therein), pursuant to which the Lenders have agreed to extend a term loan (the "Term Loan") to the Borrower on the terms and subject to the conditions set forth in the Note Agreement.

B. The Borrower has adopted, used and are using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Borrower has entered into a Security Agreement (Intellectual Property) pursuant to the Note Agreement, dated as of the date hereof (the "IP Security Agreement") with the Lenders.

D. Pursuant to the IP Security Agreement, the Borrower has granted to the Lenders a security interest in all right, title and interest of the Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Borrower does hereby further grant to the Lenders a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lenders Address:


c/o Weston Presidio  
Pier 1, Bay 2  
San Francisco, CA 94111

with a copy to:

Therese Mrozek  
Weston Presidio  
Pier 1, Bay 2  
San Francisco, CA 94111

IN WITNESS WHEREOF, the Borrower has caused this Grant of Security Interest to be executed as of the day and year first above written.

**WILLIAM PITT, LLC,**  
a Delaware limited liability company

By:   
Name: Stephen Robbins  
Title: Chief Executive Officer

SIGNATURE PAGE TO GRANT OF SECURITY INTEREST (TRADEMARKS)

**Schedule 1-A AND 1-B TO GRANT OF SECURITY INTEREST**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Serial Number</b>	<b>Date Filed</b>	<b>Status</b>
The World's Biggest Engagement Ring Store	2,689,729	2-25-03	Registered
The Engagement Ring Store (concurrent use registration)	2,237,873	4-13-99	Registered
Certified Collection Quality	1,379,822 (Supplemental Register only)	1-21-86	Registered
The World's Biggest Engagement Ring Store	53,288	5-03-00	Registered
Echo	78/370,517	2-19-04	Pending
Fiancee	78/273,262	7-11-03	Pending
Fiance	78/273,261	7-11-03	Pending
World Class Weddings At Robbins Bros. & design	78/266,591	6-24-03	Pending
World Class Weddings	78/433,554	6-10-04	Pending
Gemquest	78/432,014	6-08-04	Pending
Robbins Bros. World's Biggest Engagement Ring Store & design	76/521,382	6-09-03	Pending
Robbins Bros.	76/518,524	6-02-03	Pending
RB & design	76/509,010	4-23-03	Pending
World Class Weddings At Robbins Bros.	76/506,633	4-16-03	Pending
World Class Weddings	76/506,632	4-16-03	Pending
Robbins Bros. & design	76/506,631	4-16-03	Pending
Love <sup>2</sup>	78/441,034	6-24-04	Pending
Recruit-A-Palooza	78/370,707	2-19-04	Pending

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