

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
Finlay Fine Jewelry Corporation		05/19/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2939256	SHARE THE INDULGENCE	
Serial Number:	76548033	LUXURIA FINE JEWELRY	
Serial Number:	76545840	LUXURIAFINEJEWELRY.COM	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	sanarah.rasheed@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o/Sanarah Rasheed		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
NAME OF SUBMITTER:	Sanarah Rasheed		
Signature:	/Sanarah Rasheed/		
Date:	05/23/2005		

CH \$90.00 2939256

900025116

TRADEMARK
REEL: 003089 FRAME: 0669

Total Attachments: 6

source=Finlay-GECC TM#page1.tif

source=Finlay-GECC TM#page2.tif

source=Finlay-GECC TM#page3.tif

source=Finlay-GECC TM#page4.tif

source=Finlay-GECC TM#page5.tif

source=Finlay-GECC TM#page6.tif

TRADEMARK

REEL: 003089 FRAME: 0670

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2005 by FINLAY FINE JEWELRY CORPORATION, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, Grantor is party to the Third Amended and Restated Credit Agreement dated as of May 19, 2005, among Grantor, Finlay Fine Jewelry Corporation ("Finlay"), Finlay Enterprises, Inc. ("Parent"), Carlyle & Co. Jewelers, the Lenders thereunder and Agent (as amended, the "Credit Agreement");

WHEREAS, Grantor is party to the Amended and Restated Security Agreement dated as of January 22, 2003 (as amended, the "Security Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, 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, 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. 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.

© Copyright 2002. All rights reserved.

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 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 Zwerlnick

Title: SVP, CFO & Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____

Name: Charles Chiodo

Title: Duly Authorized Signatory

Finlay Trademark Agreement Signature Page

TRADEMARK
REEL: 003089 FRAME: 0673

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.

FINLAY FINE JEWELRY CORPORATION

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 

Name: Charles Chiodo

Title: Duly Authorized Signatory

Finlay Trademark Agreement Signature Page

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York,
COUNTY OF New York

SS.

On this 19th day of May, 2005, before me personally appeared Bruce Zurnick, 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.


Notary Public

{seal}

DANIEL P. EMERSON
Notary Public, State of New York
No. 02EM508668
Qualified in New York County
Commission Expires April 9, 20 06

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

1. Trademarks

Name	State/ Country	Registration or Serial Number	Date Filed/Date Issued	Declaration of Use/Renewal Due
SHARE THE INDULGENCE	U.S.	Reg. No. 2,939,256	April 12, 2005	
LUXURIA FINE JEWELRY (AND DESIGN)	U.S.	Serial No. 76-548,033	September 29, 2003	
LUXURIAFINEJEWELRY.COM	U.S.	Serial No. 76-545,840	September 22, 2003	