

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
Carlyle & Co. Jewelers		05/19/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2347308	FOR LOVE FOR LIFE FOR NOW FOR EVER	
Registration Number:	2307099	FOR LOVE FOR LIFE FOR NOW FOR EVER	
Registration Number:	1779304	J. E. CALDWELL CO.	
Registration Number:	2559977	PERFECT LOVE	
Registration Number:	2865661	PERFECT MOMENT	
Registration Number:	2861316	PERFECT HARMONY	
Registration Number:	2799314	POINTS OF PERFECTION	
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		

CH \$190.00 2347308

NAME OF SUBMITTER:	Sanarah Rasheed
Signature:	/Sanarah Rasheed/
Date:	05/23/2005
Total Attachments: 6 source=Carlyle-GECC TM#page1.tif source=Carlyle-GECC TM#page2.tif source=Carlyle-GECC TM#page3.tif source=Carlyle-GECC TM#page4.tif source=Carlyle-GECC TM#page5.tif source=Carlyle-GECC TM#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2005 by CARLYLE & CO. JEWELERS, a Delaware corporation ("Borrower"), CARLYLE & CO. OF MONTGOMERY, an Alabama corporation, ("Carlyle Montgomery"), J.E. CALDWELL CO., a Pennsylvania corporation ("Caldwell") and PARK PROMENADE, INC., a Florida corporation ("Park"); (Borrower, Carlyle Montgomery, Caldwell and Park 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 ("Agent").

WITNESSETH:

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

WHEREAS, the Grantors are party to the Joinder Agreement dated as of May 19, 2005 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, Grantors are 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

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(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, Grantors have caused this Trademark Security Agreement to be executed and delivered by a duly authorized officer as of the date first set forth above.

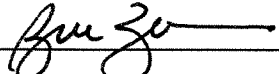
CARLYLE & CO. JEWELERS

By: 

Name: Bruce Zurlick

Title: SVP, CFO & Treasurer

CARLYLE & CO. OF MONTGOMERY

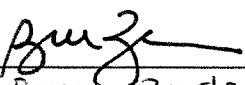
By: 

Name: Bruce Zurlick

Title: SVP, CFO & Treasurer

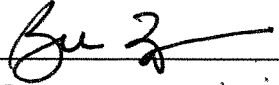
J.E. CALDWELL CO.

By:

Name: 

Title: SVP, CFO & Treasurer

PARK PROMENADE, INC.

By: 

Name: Bruce Zurlick

Title: SVP, CFO & Treasurer


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)

COUNTY OF New York) ss.

On this 19th day of May, 2005 before me personally appeared Bruce Zurinick, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Carlisle + Co Jewelers, 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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003089 FRAME: 0697

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: Charles Chiodo

Name: Charles Chiodo
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003089 FRAME: 0698

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

NAME	Country	Registration or Serial Number	Date Filed/ Date Issued
FOR LOVE FOR LIFE FOR NOW FOR EVER	U.S.	Reg. No. 2,347,308	May 2, 2000
FOR LOVE FOR LIFE FOR NOW FOR EVER	U.S.	Reg. No. 2,307,099	January 11, 2000
J.E. CALDWELL CO.	U.S.	Reg. No. 1,779,304	June 29, 1993
PERFECT LOVE	U.S.	Reg. No. 2,559,977	April 9, 2002
PERFECT MOMENT	U.S.	Reg. No. 2,865,661	July, 20, 2004
PERFECT HARMONY	U.S.	Reg. No. 2,861,316	July 6, 2004
POINTS OF PERFECTION	U.S.	Reg. No. 2,799,314	December 23, 2003

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