

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
WH Inc.		10/03/2005	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	PWJ Lending LLC, as agent
Street Address:	623 Fifth Avenue
Internal Address:	32nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1184693	WHITEHALL
Registration Number:	1357955	LUNDSTROM
Registration Number:	1617216	LUNDSTROM
Registration Number:	2050622	MARKS BROS.
Registration Number:	1617215	WHITEHALL
Serial Number:	76431784	W WHITE STAR
Registration Number:	1814693	MESABI

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 756-2388
 Email: daniel.angel@srz.com
 Correspondent Name: Daniel Angel, Esq.
 Address Line 1: Schulte Roth & Zabel LLP

CH \$190.00 1184693

Address Line 2: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 089253/0009

NAME OF SUBMITTER: Daniel Angel

Signature: /beb for da/

Date: 10/11/2005

Total Attachments: 4
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SECURITY INTEREST GRANT

TRADEMARKS

WHEREAS, WH Inc. of Illinois, an Illinois corporation, with offices at 155 North Wacker Drive, Suite 500, Chicago, Illinois 60606 (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Bridge Term Loan Credit Agreement, dated October 3, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), in favor of PWJ Lending LLC, with offices at 623 Fifth Avenue, 32nd Floor, New York, New York 10022, as administrative agent and as collateral agent for certain lenders (in such capacity, together with any successors and assigns, the "Grantee");

WHEREAS, pursuant to the Credit Agreement, the Grantor has entered into a Guarantor Security Agreement, dated October 3, 2005 (as amended, restated, supplemented or otherwise modified as replaced from time to time, the "Security Agreement"), in favor of Grantee, as collateral agent.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the lenders a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "IP Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee and grants to the Grantee, for the benefit of the Collateral Agent and the Lenders (as such terms are defined in the Credit Agreement or Security Agreement, as applicable), a continuing security interest in the IP Collateral to secure the prompt payment, performance and observance of the Obligations.

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

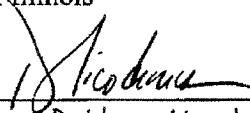
This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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IN WITNESS WHEREOF, the Grantor has caused this Security Interest Grant to be duly executed by its officer thereunto duly authorized as of October 3, 2005.

WH Inc. of Illinois

By:



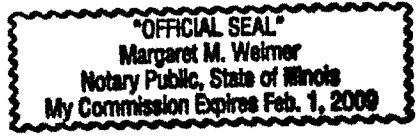
Name: Debbie Nicodemus-Volker
Title: President

STATE OF Illinois

COUNTY OF Cook

On this 3rd day of October 2005, before me personally came Debbie Nicodemus, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Ex. V.P. Merchandising of WH Inc. of Illinois and that s/he executed the foregoing instrument in the firm name of WH Inc. of Illinois, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Margaret M. Weimer



SCHEDULE 1A
U.S. Trademark Applications and Registrations

<u>Mark</u>	<u>Reg. / App. No.</u>
WHITEHALL ¹	1,184,693
LUNDSTROM ¹	1,357,955
LUNDSTROM ¹	1,617,216
MARKS BROS. ^{1,2}	2,050,622
WHITEHALL ¹	1,617,215
WHITE STAR ³	76/431,784
MESABI ^{2,4}	1,814,693

Japan Trademark Applications and Registrations

<u>Mark</u>	<u>Reg. / App. No.</u>
LUNDSTROM	1306/1999
LUNDSTROM KATAKANA	91307/1999

¹ Three unreleased liens held by First National Bank of Boston (recorded 5/17/1996 on reel/frame 1461/860); Fleet Capital Corporation (recorded 1/16/2001 on reel/frame 2212/761); and Lasalle Bank (recorded 8/8/2003 on reel/frame 2798/800).

² Mark is on record at the USPTO as owned by Whitehall Jewelers, Inc.

³ One unreleased lien held by Lasalle Bank (recorded 8/8/2003 on reel/frame 2798/800).

⁴ Gap in the chain of title between Astec Industries, Inc. and Whitehall Jewelers Merging Corp.

Unreleased liens held by Bank One (recorded 5/2/2003 on reel/frame 2726/168); General Electric Capital Corporation (recorded 6/25/2003 on reel/frame 2761/325); General Electric Capital Canada (recorded 2/25/2004 on reel/frame 2916/650); and Lasalle Bank (recorded 8/8/2003 on reel/frame 2798/576).