

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Trademark Collateral Security and Pledge Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleet Retail Group, LLC, as Administrative Agent (f/k/a Fleet Retail Group, Inc., f/k/a Fleet Retail Finance Inc.)		01/19/2006	a national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Mayor's Jewelers Intellectual Property Holding Company
Street Address:	5870 North Hiatus Road
City:	Tamarac
State/Country:	FLORIDA
Postal Code:	33321
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1490121	MAYOR'S
Registration Number:	2423284	MAIER & BERKELE

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8517
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Correspondent Name: Kristine L. Ouimet
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ATTORNEY DOCKET NUMBER:	0000507.117373
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OP \$65.00 1490121

NAME OF SUBMITTER:	Kristine L. Ouimet
Signature:	/Kristine L Ouimet/
Date:	02/09/2006
Total Attachments: 4 source=Termination & Release of Trademark Collateral Security and Pledge Agreement (MJIP - 0884)#page1.tif source=Termination & Release of Trademark Collateral Security and Pledge Agreement (MJIP - 0884)#page2.tif source=Termination & Release of Trademark Collateral Security and Pledge Agreement (MJIP - 0884)#page3.tif source=Termination & Release of Trademark Collateral Security and Pledge Agreement (MJIP - 0884)#page4.tif	

**TERMINATION AND RELEASE
OF
TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of January 19, 2006, by **FLEET RETAIL GROUP, LLC** (f/k/a Fleet Retail Group, Inc. (f/k/a Fleet Retail Finance Inc.)), a national banking association, with an office at 40 Broad Street, Boston, Massachusetts, 02109, as Administrative Agent (the "Agent") for itself and the other Lenders (hereinafter, in such collectively, the "Lenders") in connection with the Trademark Collateral Security and Pledge Agreement, dated as of May 30, 2002 (the "Trademark Agreement"), by and between Mayor's Jewelers Intellectual Property Holding Company (the "Assignor") and the Agent.

WHEREAS, the Assignor has executed and delivered to the Agent a Revolving Credit, Tranche B Loan and Security Agreement dated as of May 30, 2002, by and among the Assignor, the Agent, the Lenders, and other parties thereto (the "Credit Agreement"), pursuant to which the Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Exhibit A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Credit Agreement, the Assignor and the Agent entered into the Trademark Agreement, which Trademark Agreement was recorded June 6, 2002 with the United States Patent and Trademark Office at Reel 2523, Frame 0884 for the purpose of securing payment and performance of the Obligations;

WHEREAS, pursuant to the Trademark Agreement, the Assignor granted to the Agent, for the benefit of the Agent and the Lenders, a security interest in, and granted, assigned and conveyed to the Agent, for the benefit of the Agent and the Lenders, by way of collateral security, the Assignor's entire right, title and interest in and to, the Pledged Trademarks (as defined in the Trademark Agreement); and

WHEREAS, the Agent has agreed to terminate and release the Trademark Agreement and assign and transfer to the Assignor the Agent's right, title and interest in the Pledged Trademarks as herein provided;

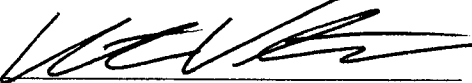
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates and releases the Trademark Agreement and discharges all of the Agent's security interest in the Pledged Trademarks and all other security interests granted under the Trademark Agreement and assigns and transfers to the Assignor, without representation, warranty or

recourse, all of the Agent's right, title and interest in and to the Pledged Trademarks, including without limitation the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

The parties hereto hereby acknowledge that this document may be filed along with any other necessary documentation with the United States Patent and Trademark Office, or any applicable state trademark office, to evidence the termination and release granted herein. The Agent hereby agrees to deliver any further releases or termination statements as may be reasonably necessary to effect the termination and release contemplated hereby, at the Assignor's expense.

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FLEET RETAIL GROUP, LLC (f/k/a Fleet Retail Group,
Inc. (f/k/a Fleet Retail Finance Inc.)), as Administrative Agent

By: 
Name: Keith F. Vercauteren
Title: Director

(Signature Page for Termination and Release of Trademark Security Agreement)

TRADEMARK
REEL: 003244 FRAME: 0150

EXHIBIT A

Trademarks and Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
Mayor's	1,490,121	5/31/1988
Maier & Berkele	2,423,284	1/23/2001