

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
BT Funding Corp.		02/28/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	303 Peachtree Street, 25th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2761552	BIJOUX TERNER \$10
Registration Number:	2726709	BIJOUX TERNER
Registration Number:	2666432	BIJOUX TERNER
Registration Number:	2680569	BIJOUX TERNER
Registration Number:	1517908	BIJOUX TERNER
Serial Number:	78590967	THE HANDBAG CAFÉ
Serial Number:	75671627	THIS & THAT

CORRESPONDENCE DATA

Fax Number: (404)881-7777

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

Phone: 404-881-7000

Email: ipatl@alston.com

Correspondent Name: Russell P. Beets

Address Line 1: 1201 W. Peachtree Street

Address Line 2: c/o Alston & Bird LLP

OP \$190.00 2761552

900043249

TRADEMARK
REEL: 003256 FRAME: 0862

Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:

306655

NAME OF SUBMITTER:

Russell P. Beets

Signature:

/Russell P. Beets/

Date:

03/01/2006

Total Attachments: 7

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 28, 2006, executed by BT FUNDING CORP., a Delaware corporation (the "Grantor") in favor of SUNTRUST BANK, a Georgia banking corporation, as Administrative Agent (the "Administrative Agent"), for the benefit of the Senior Creditors. Capitalized terms used in this Agreement shall have the meanings set forth in the Security Agreement (as defined below) unless specifically defined herein.

WITNESSETH:

WHEREAS, the Grantor, the Lenders from time to time party thereto and the Administrative Agent, are all party to that certain Credit Agreement dated as of the date hereof (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to establish a revolving credit facility and a term credit facility on behalf of the Grantor and to provide for the issuance of, and participation in, letters of credit for the account of the Grantor;

WHEREAS, the Grantor has entered into a Security Agreement, dated as of the date hereof (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, the "Security Agreement"), pursuant to which the Grantor has granted to Administrative Agent, for the benefit of the Senior Creditors a continuing security interest in, among other things, the Intellectual Property of the Grantor, including, without limitation, (a) all of the Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Grantor now has or hereafter acquires rights and wherever located; (b) all of the Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations;

WHEREAS, it is a condition precedent to the Senior Creditors' obligations under the Credit Agreement that the Grantor grant to the Administrative Agent a security interest in the Property (as defined herein); and

WHEREAS, the Grantor desires to execute this Agreement to satisfy the conditions precedent described above.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter acquired by the Grantor or in which the Grantor has or acquires any right, title or interest and wherever located granting to the Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following now owned or hereafter acquired by the Grantor or in which the Grantor has or acquires any right, title or interest and wherever located: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business relating thereto or symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor hereby pledges, mortgages, hypothecates, sets over and conveys a security interest to the Administrative Agent, for the benefit of the Senior Creditors, and does hereby grant to the Administrative Agent for the benefit of the Senior Creditors, a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the Property (as defined below). For the purposes of this Agreement, Property (collectively, the “Property”) shall include the following:

(a) each Trademark; and

(b) each Trademark License; and

(c) all products and proceeds of, and rights associated with, the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, for breach or enforcement of any Trademark License or for any injury to the goodwill associated with the use of any such Trademark, and all rights corresponding thereto throughout the world, if any, including, without limitation, with respect to any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the grant set forth above shall not be effective as a transfer of title to the Property unless and until the Administrative Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in the Property, and until such time, the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity and registration of, and the security interest granted in, such Property; provided, however, that the foregoing shall not impose an obligation on the Grantor to continue to use any of the Property in the Grantor's business to the extent that such Property is not necessary in the normal conduct of its business. The Grantor agrees not to sell or assign its interest in, or grant any sublicense under, the Property, except that the Grantor may sublicense the Property in the ordinary course of the Grantor's business but only in a manner consistent with the preservation of the current substance, validity and registration, and the security interest granted in, such Property. Upon the exercise by the Administrative Agent of the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in the Property, the Grantor's ownership of the Property, in which a continuing security interest under this paragraph has been granted to the Administrative Agent, for the benefit of the Senior Creditors, shall be terminated.

3. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Senior Creditors, in the Property with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Senior Creditors, under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Senior Creditor thereunder) shall remain in full force and effect in accordance with its terms.

4. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Administrative Agent with respect to the security interest in and collateral assignment of the Property 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.

5. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, the Administrative Agent may, in accordance with the terms of the Security Agreement, terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, releases and other

instruments as the Grantor may reasonably request (but without recourse or warranty by the Administrative Agent or any Senior Creditor) in order to evidence such termination.

6. If at any time before the termination of this Agreement in accordance with Section 5, the Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new Trademark or Trademark License. The Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 6.

7. The Grantor further agrees that (a) neither the Administrative Agent nor any Senior Creditor shall have any obligation or responsibility to protect, defend, file, prosecute, obtain or maintain the Property and the Grantor shall, at its own expense, protect, defend, file, prosecute, obtain and maintain the same in accordance with the terms and conditions set forth in the Security Agreement and in accordance with its prudent business judgment, (b) the Grantor shall forthwith advise the Administrative Agent promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), the Administrative Agent may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse the Administrative Agent for all reasonable expenses, including attorneys' fees, incurred by the Administrative Agent in protecting, defending and maintaining the Property.

8. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

9. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed under seal and delivered by its duly authorized officer as of the date first above written.

BT FUNDING CORP., a Delaware corporation

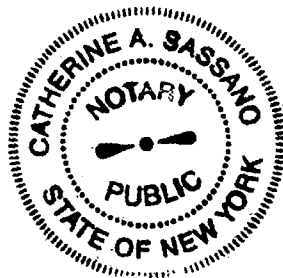
By: 

Name: John N. DeMilt

Title: Vice President

Signed, sealed and delivered
this 22 day of February, 2006


Notary Public



CATHERINE A. SASSANO
NOTARY PUBLIC, State of New York
No. 01SA6105838

My Comm. in Westchester County
Certificate filed in New York County
Commission Expires February 23rd 2008


Witness


Witness

[Signature Page to Borrower Trademark Security Agreement]

TRADEMARK
REEL: 003256 FRAME: 0868

SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Trademarks and Trademark Applications			
Reg. No. (Serial No.)	Country	Word Mark	Owner of Record
6048	Antigua & Barbuda	BIJOUX TERNER	Bijoux Terner Partnership
1922218	Argentina	BIJOUX TERNER	Bijoux Terner Partnership
22086	Aruba	BIJOUX TERNER	Bijoux Terner Partnership
934667	Australia	BIJOUX TERNER	Bijoux Terner Partnership
Not yet assigned	Bahamas	BIJOUX TERNER	Bijoux Terner Partnership
81/17238	Barbados	BIJOUX TERNER	Bijoux Terner Partnership
81/18759	Barbados	BIJOUX TERNER	Bijoux Terner Partnership
904.02	Belize	BIJOUX TERNER	Bijoux Terner Partnership
(SM-1384.02)	Bolivia	BIJOUX TERNER	Bijoux Terner Partnership
(824611080)	Brazil	BIJOUX TERNER	Bijoux Terner Partnership
20374	Brunei Darussalam	BIJOUX TERNER	Bijoux Terner Partnership
TM/623.210	Canada	BIJOUX TERNER	Bijoux Terner Partnership
685888	Chile	BIJOUX TERNER	Bijoux Terner Partnership
3172535	China	BIJOUX TERNER	Bijoux Terner Partnership
144610	Colombia	BIJOUX TERNER	Bijoux Terner Partnership
138209	Costa Rica	BIJOUX TERNER	Bijoux Terner Partnership
129450	Dominican Republic	BIJOUX TERNER	Bijoux Terner Partnership
19747-03	Ecuador	BIJOUX TERNER	Bijoux Terner Partnership
(E-26081-2002)	El Salvador	BIJOUX TERNER	Bijoux Terner Partnership
Not yet filed	EP Community	BIJOUX TERNER LUXURY € 12	Not yet filed
2685006	EP Community	BIJOUX TERNER	Bijoux Terner Partnership
(1584883) - Expired	France	BIJOUX TERNER	Bijoux Terner L.P.
2057301	Germany	BIJOUX TERNER	Bijoux Terner Partnership
126747	Guatemala	BIJOUX TERNER	Bijoux Terner Partnership
85,899	Honduras	BIJOUX TERNER	Bijoux Terner Partnership
02452	Hong Kong	BIJOUX TERNER	Bijoux Terner Partnership
(01102046)	India	BIJOUX TERNER	Bijoux Terner Partnership
559045	Indonesia	BIJOUX TERNER	Bijoux Terner Partnership
160544	Israel	BIJOUX TERNER	Bijoux Terner Partnership
545058 - Expired	Italy	BIJOUX TERNER	Bijoux Terner L.P.
42678	Jamaica	BIJOUX TERNER	Bijoux Terner Partnership
43502	Jamaica	BIJOUX TERNER	Bijoux Terner Partnership
(2002-096907)	Japan	BIJOUX TERNER	Bijoux Terner Partnership
(02014453)	Malaysia	BIJOUX TERNER	Bijoux Terner Partnership
391940 - Expired	Mexico	BIJOUX TERNER	Bijoux Terner L.P.
758481	Mexico	BIJOUX TERNER	Bijoux Terner Partnership
09663	Netherlands Antilles	BIJOUX TERNER	Bijoux Terner Partnership
668669	New Zealand	BIJOUX TERNER	Bijoux Terner Partnership
56628	Nicaragua	BIJOUX TERNER	Bijoux Terner Partnership
121385	Panama	BIJOUX TERNER	Bijoux Terner Partnership
254344	Paraguay	BIJOUX TERNER	Bijoux Terner Partnership
85004	Peru	BIJOUX TERNER	Bijoux Terner Partnership
(4-2002-010430)	Philippines	BIJOUX TERNER	Bijoux Terner Partnership
57799	Puerto Rico	BIJOUX TERNER	Bijoux Terner Partnership

To2/05872H	Singapore	BIJOUX TERNER	Bijoux Terner Partnership
	St. Lucia	BIJOUX TERNER	Bijoux Terner Partnership
		BIJOUX TERNER	Bijoux Terner Partnership
		BIJOUX TERNER	Bijoux Terner Partnership
		BIJOUX TERNER	Bijoux Terner Partnership
33267	Trinidad & Tobago	BIJOUX TERNER	Bijoux Terner Partnership
(35851)	Trinidad & Tobago	BIJOUX TERNER	Bijoux Terner Partnership
EE02.0786	Tunisia	BIJOUX TERNER	Bijoux Terner Partnership
		BIJOUX TERNER \$10	Bijoux Terner Partnership
		BIJOUX TERNER	Bijoux Terner Partnership
		BIJOUX TERNER	Bijoux Terner Partnership
2680569	U.S.	BIJOUX TERNER	Bijoux Terner Partnership
1517908	U.S.	BIJOUX TERNER	Bijoux Terner L.P. LTD.
(78590967)	U.S.	THE HANDBAG CAFE	Bijoux Terner Partnership
Not yet filed	U.S.	BIJOUX A LA MODE	Not yet filed
Not yet filed	U.S.	BIJOUX TERNER LUXURY € 12	Not yet filed
(75671627) - Dead	U.S.	THIS & THAT	Bijoux Terner Partnership
30,490 - Dead	U.S. (Puerto Rico)	BIJOUX TERNER	Bijoux Terner L.P.
30,489 - Dead	U.S. (Puerto Rico)	BIJOUX TERNER	Bijoux Terner L.P.
(1361311) - Expired	UK	BIJOUX TERNER	Bijoux Terner L.P.
340468	Uruguay	BIJOUX TERNER	Bijoux Terner Partnership
(1731-92)	Venezuela	BIJOUX TERNER	Bijoux Terner Partnership
* Includes: Austria, Benelux, Cyprus, Czech Rep, Germany, Denmark, Estonia, Spain, Finland, France, UK, Greece, Hungary, Ireland, Italy, Jersey, Lithuania, Latvia, Malta, Poland, Portugal, Sweden, Slovenia and Slovakia			

Trademark Related Agreements and Licenses

1. Bijoux Terner, LLC in the name of Bijoux Terner Partnership has an oral agreement with ALX Systems pursuant to which Bijoux Terner, LLC licenses accounting software provided from ALX Systems for which it pays a \$750 set-up fee for new locations and a \$300 per-site monthly maintenance fee.
2. In connection with the sale of its products, the Bijoux Terner, LLC allows its customers to utilize its name for display and other purposes. In certain circumstances if the purchaser is purchasing exclusively Partnership products, the purchaser may use the Bijoux Terner name for its store.
3. Exclusive Distribution Agreement with Franchise Consortium Limited dated May 22, 2005. Allows use of name.
4. Agreement with Franchise Consortium Limited and Zali Trading Co. W.L.L. dated November 20, 2005.
5. Cooperation Agreement with Hachette Distribution Services, S.A. which includes a non-exclusive license as to the Bijoux Terner Name and Logo.