

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Amendment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shane Co. d/b/a Western Stone & Metal Corp.		06/30/2006	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Suntrust Bank		
Street Address:	9200 E Mineral Avenue		
Internal Address:	Suite 200		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112-3414		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2877701	SHANE CLASSIC	
Registration Number:	2825224	SHANE CO. DIRECT DIAMOND IMPORTERS	
Registration Number:	2794142	SHANE CO.	
Registration Number:	2966306	SHANE	
Registration Number:	2814843	NOW YOU HAVE A FRIEND IN THE BRIDAL JEWELRY BUSINESS	
Registration Number:	2814844	NOW YOU HAVE A FRIEND IN THE PEARL BUSINESS	
Registration Number:	2812773	NOW YOU HAVE A FRIEND IN THE RUBY BUSINESS	
Registration Number:	2812769	NOW YOU HAVE A FRIEND IN THE SAPPHIRE BUSINESS	
Registration Number:	2922779	SHANE	
Registration Number:	3003451	YOU CAN BUY FOR LESS, BECAUSE WE BUY FOR LESS	
Registration Number:	1066959	NOW YOU HAVE A FRIEND IN THE DIAMOND BUSINESS	
Registration Number:	1959461	SHANE CO.	

CH \$340.00 2877701

900055904

TRADEMARK
REEL: 003371 FRAME: 0728

Serial Number:	76655752	HE'S DULL. BUT HE'S BRILLIANT.
----------------	----------	--------------------------------

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 202-756-9292

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 80 State Street

Address Line 2: 6th Floor

Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
--------------------	------------------

Signature:	/CHRISTINE WILSON/
------------	--------------------

Date:	08/17/2006
-------	------------

Total Attachments: 4

source=csc - shane - western stone - suntrust tm#page1.tif

source=csc - shane - western stone - suntrust tm#page2.tif

source=csc - shane - western stone - suntrust tm#page3.tif

source=csc - shane - western stone - suntrust tm#page4.tif

TRADEMARK SECURITY AGREEMENT
AMENDMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 30, 2006, by **SHANE CO. d/b/a WESTERN STONE & METAL CORP.**, a Colorado corporation, located at 9200 E. Mineral Avenue, Suite 200, Englewood, Colorado 80112-3414, (the "Grantor") in favor of **SUNTRUST BANK**, a Georgia corporation, in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H :

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among the Grantor and the other Credit Parties party thereto, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Credit Parties; and

WHEREAS, Agent and Lenders are willing to make Revolving Credit Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered 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, the 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 Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, and grants to Agent, for itself and the benefit of 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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Loan 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. CHOICE OF LAWS. It is intended that all rights and obligations under this Trademark Security Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York, without regard to the conflict of laws provisions thereof, other than Section 5-1401 of the New York General Obligations Law.

[SIGNATURE PAGE FOLLOWS]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND LICENSES

<u>Trademark</u>	<u>Status</u>	<u>Registration Number</u>	<u>Serial Number</u>
Shane Classic	Registered	R2877701	78-302046
Shane Co. Direct Diamond Importers	Registered	R2825224	78-236699
Shane Co.	Registered	R2794142	76-462711
Shane	Registered	R2966306	78-283471
Now You Have A Friend In The Bridal Jewelry Business	Registered	R2814843	76-506175
Now You Have A Friend In The Pearl Business	Registered	R2814844	76-506182
Now You Have A Friend In The Ruby Business	Registered	R2812773	76-506537
Now You Have A Friend In The Sapphire Business	Registered	R2812769	76-506183
Shane	Registered	R2922779	78-283474
You Can Buy For Less, Because We Buy For Less	Registered	R3003451	76-603866
Now You Have A Friend In The Diamond Business	Renewed	R1066959	73-067858
Shane Co.	Registered	R1959461	73-584436
He's Dull, But He's Brilliant	Pending		76-655752

State Trademarks: (Shane Co.)

<u>Trademark</u>	<u>Status</u>	<u>Registration Number</u>	<u>State</u>
Now You Have A Friend In The Diamond Business	Renewed	R50096620	Indiana

State Trademarks: (Western Stone & Metal Corp.)

<u>Trademark</u>	<u>Status</u>	<u>Registration Number</u>	<u>State</u>
Direct Diamond Importers	Renewed	RTS26609	Oregon
Shane Co. Direct Diamond Importers	Renewed	R25216200190	Utah

Direct Diamond Importers	Renewed	R19931043902	Colorado
You Can Buy For Less Because We Buy For Less	Registered	R20041067526	Colorado
Direct Diamond Importers	Renewed	R19931043892	Colorado
Direct Diamond Importers	Renewed	RT12813	Georgia
Direct Diamond Importers	Renewed	RS12730	Georgia