

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Friedman's Inc.		05/14/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The CIT Group/Business Credit, Inc.		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3186734	PREMIUM-FIT	
Registration Number:	3189282	ADVANTAGE PLUS	
Registration Number:	3205536	FRIEDMAN'S JEWELERS SINCE 1920	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 916057		
NAME OF SUBMITTER:	Matthew Mayer		

CH \$90.00 3186734

900078306

TRADEMARK  
REEL: 003553 FRAME: 0245

Signature:

/Matthew Mayer/

Date:

06/01/2007

**Total Attachments: 9**

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**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of May 14, 2007, by **FRIEDMAN'S INC.**, a Delaware corporation, located at 4550 Excel Parkway, Suite 100, Addison, Texas 75001 (the "Grantor") in favor of **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation, in its capacity as agent ("Agent") for Lenders (as defined below).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement, dated as of December 9, 2005 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified, from time to time, the "Loan Agreement"), by and among Grantor, the other credit parties party thereto (the "Credit Parties"), Agent and the lenders signatory thereto from time to time (the "Lenders"), 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 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, 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. To secure the payment, observance and performance of the Secured Obligations, Grantor hereby mortgages and pledges all of the following Collateral of Grantor to the Agent, for the benefit of itself as Agent and the Lenders, and grants to the Agent, for the benefit of itself as Agent and the Lenders, a continuing security interest in, and a continuing Lien upon, and collateral assignment of the following Collateral (collectively, the "Trademark Collateral"):

(a) the respective trademarks (the "Trademarks") referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(c) all Proceeds of the foregoing, including, without limitation, (to the extent not covered in the defined term, "Proceeds") any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark; and

(d) notwithstanding anything herein or in the Loan Agreement to the contrary, in no event shall the security interest granted herein or under Section 7.1 of the Loan Agreement attach to (a) any lease, license, contract, property rights or agreement to which Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any material right, title or interest of Grantor therein or (ii) the termination of any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Code) or principles of equity), provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability or termination shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above.

### 3. Rights and Remedies.

(a) 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 Loan Agreement. Each Grantor hereby acknowledges that the Loan Agreement grants to the Agent a security interest in and Lien upon in the assets of Grantor associated with the business conducted under the Trademarks. Each Grantor hereby acknowledges and affirms that the representations and warranties of Grantor and 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. In the event of any conflict between this Trademark Security Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

(b) Notwithstanding anything to the contrary herein or in any of the other Loan Documents, if any Event of Default under the Loan Agreement or any other Loan Document shall have occurred and be continuing and following written notice to the Grantor, in addition to any and all other rights and remedies that Agent may have in the Loan Agreement, in any other Loan Document or at law, Grantor hereby constitutes and appoints Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full power and authority in the place and stead of Grantor and in the name of Grantor or Agent's own name or the name of Agent's designee (i) to complete, date, execute and file or cause to be filed the Collateral Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Collateral Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Collateral Assignment; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Agreement, any goods covered by the registrations

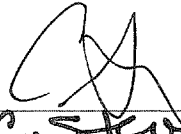
listed on Schedule 1 to any purchaser thereof; and (iv) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods covered by the registrations listed on Schedule 1, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Agent, in its sole discretion, and such payments made by Agent to become the obligations of Grantor to Agent, due and payable immediately, without demand. Such power and authority, being coupled with an interest, is irrevocable until the Termination Date. All lawful acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct,

4. Miscellaneous. No term and condition in this Trademark Security Agreement will modify or supersede the terms of that certain Trademark Security Agreement, dated as of December 9, 2005, by Grantor and Friedman's Management Corp.

**[signature page follows]**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**Friedman's Inc.**

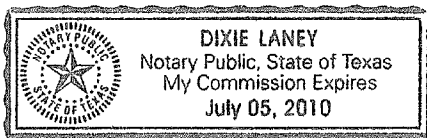
By:   
Name: C. Steven Moore  
Title: CMO

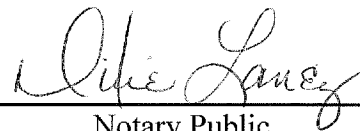
**ACKNOWLEDGMENT OF GRANTOR**

STATE OF TEXAS )  
 ) ss.  
COUNTY OF DALLAS )

On this 17<sup>TH</sup> day of May, 2007, before me personally appeared C. Steven Moore, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FRIEDMAN'S INC., 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.


{SEAL}



  
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,  
as Agent

By:   
Name: G. Louis McKinley  
Title: Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
  
TRADEMARKS

Name of Grantor	Registration Number	Mark	Registration Date
Friedman's Inc.	3186734	Premium-Fit	December 19, 2006
Friedman's Inc.	3189282	Advantage Plus	December 26, 2006
Friedman's Inc.	3205536	Friedman's Jewelers since 1920	February 6, 2007



## EXHIBIT A

### COLLATERAL ASSIGNMENT OF TRADEMARKS AND GOODWILL

**THIS ASSIGNMENT OF TRADEMARKS AND GOODWILL**, dated as of the \_\_\_ day of May, 2007 (this "Collateral Assignment"), from **FRIEDMAN'S INC.**, a Delaware corporation, located at 171 Crossroads Parkway, Savannah, Georgia, 31422 (the "Assignor"), to **THE CIT GROUP/BUSINESS CREDIT INC.**, a New York corporation (the "Assignee"), recites and provides:

**WHEREAS**, Assignor is the owner of certain U.S. trademarks and service marks and the registrations and applications to register therefor listed in Schedule 1 hereto ("Trademarks"); and

**WHEREAS**, Assignee desires to obtain for the benefit of itself, as agent, and the Lenders (as defined below) all of Assignor's right, title and interest in all such Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns the entire right, title and interest of Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by and connected with the use of the Trademarks. Assignor acknowledges that, pursuant to that certain Loan and Security Agreement, dated as of December 9, 2005 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified, from time to time), between Assignor, the other credit parties party thereto, the lenders signatory thereto from time to time (the "Lenders"), and Assignee, Assignor granted to Assignee a security interest in and lien upon the assets of Assignor associated with the business conducted under the Trademarks.

Assignor further agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

[signature page follow]



SCHEDULE I  
to  
COLLATERAL ASSIGNMENT OF TRADEMARKS AND GOODWILL  
TRADEMARKS

Name of Grantor	Registration Number	Mark	Registration Date
Friedman's Inc.	3186734	Premium-Fit	December 19, 2006
Friedman's Inc.	3189282	Advantage Plus	December 26, 2006
Friedman's Inc.	3205536	Friedman's Jewelers since 1920	February 6, 2007