

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
MJ Christensen Jewelers, LLC		04/01/2007	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Webster Business Credit Corporation		
Street Address:	One State Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2957879	DIAMONDS LAS VEGAS DIRECT TO YOU	
CORRESPONDENCE DATA			
Fax Number:	(617)248-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6172485162		
Email:	kschoff@choate.com		
Correspondent Name:	Kell L. Schoff		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2004945-0015		
NAME OF SUBMITTER:	Kell L. Schoff, Esq.		
Signature:	/Kell L. Schoff/		

OP \$40.00 2957879

Date:

06/04/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of April [/], 2007 by and between MJ CHRISTENSEN JEWELERS, LLC, a Nevada limited liability company ("Grantor"), and WEBSTER BUSINESS CREDIT CORPORATION, as agent for each of the Lenders referred to below (in such capacity, the "Agent") and lender for its own benefit and the benefit of the other Secured Parties referred to below.

Introduction

Pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the "Loan and Security Agreement") by and among the Grantor, the Agent and the financial institutions from time to time party thereto as Lenders (the "Lenders" and, collectively with the Agent, "Secured Parties" and each a "Secured Party"), the Secured Parties have agreed, subject to the terms and conditions set forth therein, to make revolving credit loans, term loans, issue letters of credit and provide other financial accommodations to the Grantor (collectively, the "Loans"). Under the Loan and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent, for its own benefit and the benefit of the other Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations under, and as defined in, the Loan and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Agent and Lenders to enter into the Loan and Security Agreement and make Loans to the Grantor pursuant thereto, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Obligations, the Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto name, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or

any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral 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 Agent for its benefit and the ratable benefit of each other Secured Party under the Loan and Security Agreement. The Loan and Security Agreement (and all rights and remedies of each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Loan and Security Agreement or (ii) the full and final discharge of the Obligations and the termination of the Secured Parties' obligations to provide Loans under the Loan and Security Agreement, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgement. The Grantor further acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. 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.

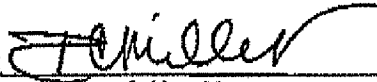
SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts.

MJ Christensen Jewelers, LLC Trademark Security Agreement
4191697

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

MJ CHRISTENSEN JEWELERS, LLC
as Grantor

By: 
Name: D. CLIFFORD MILLER
Title: PRESIDENT/CEO

AGENT:

WEBSTER BUSINESS CREDIT
CORPORATION, as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

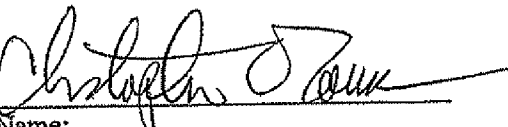
GRANTOR:

MJ CHRISTENSEN JEWELERS, LLC
as Grantor

By: _____
Name:
Title:

AGENT:

WEBSTER BUSINESS CREDIT
CORPORATION, as Agent

By:  _____
Name:
Title:

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Title</u>	<u>Application/Registration No.</u>	<u>Registration Date</u>
Diamonds Las Vegas	2,957,879	5/31/05

Pending Trademark Applications

[_____]

Trademark Applications in Preparation

[_____]

Item B. Trademark Licenses

<u>Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>