

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
Crescent Jewelers		05/14/2007	CORPORATION: CALIFORNIA
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: 4			
Property Type	Number	Word Mark	
Registration Number:	2123750	FIVE STAR DIAMONDS	
Registration Number:	2125567	FOUR-STAR	
Registration Number:	2123751	THREE STAR DIAMONDS	
Serial Number:	78273709	THE BELGIAN CROWN STAR	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	804-788-8523		
Email:	HWRITM@hunton.com		
Correspondent Name:	Edward T. White		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	64536.9		
NAME OF SUBMITTER:	Edward T. White		

CH \$115.00 2123750

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TRADEMARK
REEL: 003559 FRAME: 0474

Signature:	/Edward T. White/
Date:	06/12/2007
<p>Total Attachments: 7</p> <p>source=Crescent Jewlers#page1.tif</p> <p>source=Crescent Jewlers#page2.tif</p> <p>source=Crescent Jewlers#page3.tif</p> <p>source=Crescent Jewlers#page4.tif</p> <p>source=Crescent Jewlers#page5.tif</p> <p>source=Crescent Jewlers#page6.tif</p> <p>source=Crescent Jewlers#page7.tif</p>	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 14, 2007, by Crescent Jewelers, a California corporation, located at 1101 Marina Village Parkway, Suite 101, Alameda, California 94501, (the "Grantor"), in favor of **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation, in its capacity as agent for Lenders (the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Loan and Security Agreement dated as of the date hereof by and among Grantor, 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 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 such 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) all of its respective trademarks and service marks (the "Trademarks") and trademark licenses (the "Trademark Licenses") to which it is a party, including those referred to on Schedule I hereto other than (i) trademark applications filed in the U.S. Patent and Trademark Office (the "PTO") pursuant to 15 U.S.C. §1501 Section 1(b) and for which a form evidencing use of the trademark in interstate commerce has not been filed with the PTO pursuant to 15 U.S.C. §1060(a) and (ii) Trademark Licenses for which the security interest shall constitute or result in a breach or termination pursuant to the terms of, or a default under, such Trademark License, each as referred to on Schedule II hereto;

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

(c) all Proceeds of the foregoing, including, without limitation, (to the extent not covered in the defined term, "Proceeds") any claim by any 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 any Trademark License.

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. Grantor hereby acknowledges that the Loan Agreement grants to the Agent a security interest in and Lien upon the assets of Grantor associated with the business conducted under the Trademarks. 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 Default or 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, 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, such power being coupled with an interest is irrevocable until the Termination Date, upon the occurrence of a Default or an Event of Default: (i) to complete, date, execute and file or cause to be filed the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "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 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 I to any purchaser thereof; (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 I, 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.

4. This Trademark Security Agreement shall be interpreted in accordance with the laws of the State of New York and the United States of America.

[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.

Crescent Jewelers

By: [Signature]
Name: C. Steven Moore
Title: CEO

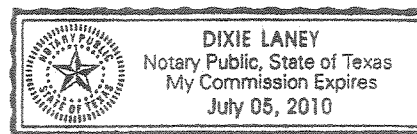
ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
COUNTY OF DALLAS) ss.

On this 11TH day of May, 2007 before me personally appeared STEVE MOORE, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Crescent Jewelers, 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.

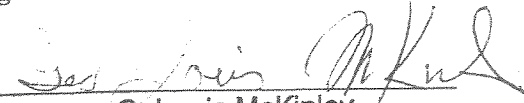
[Signature]

{SEAL} Notary Public



ACCEPTED AND ACKNOWLEDGED BY:

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

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

[Signature Page - Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Name of Grantor	Registration Number	Mark	Date of Registration
Crescent Jewelers	2,123,750	Five Star Diamonds	Dec. 23, 1997
Crescent Jewelers	2,125,567	Four Star Diamonds	Dec. 30, 1997
Crescent Jewelers	2,123,751	Three Star Diamonds	Dec. 23, 1997
Crescent Jewelers	37338	Crescent (stylized)	June 28, 1955
Crescent Jewelers	36546	Crescent Jewelers	Nov. 21, 1995
Crescent Jewelers	Vol22Pg808	Crescent Jewelers	
Crescent Jewelers	85593	Crescent Jewelers	Nov. 3, 1987
Crescent Jewelers	151028	Crescent Jewelers (tradename)	
Crescent Jewelers	V22Pg809	Crescent Jewelers	July 9, 1989

TRADEMARK APPLICATIONS

Name of Grantor	Registration Number	Mark	Date of Filing
Crescent Jewelers	78/273,709	The Belgian Crown Star	July 14, 2003

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK LICENSES

Name of Grantor	Registration Number	Mark	Date	
NONE				