

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST GRANT
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Whitehall Jewelers, Inc.		01/18/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PWJ Lending II LLC, as administrative agent and as collateral agent
Street Address:	623 Fifth Avenue
Internal Address:	32nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1357955	LUNDSTROM
Registration Number:	2778579	W WHITE STAR
Registration Number:	1184693	WHITEHALL
Registration Number:	3200925	WHITESTAR
Registration Number:	1617216	LUNDSTROM
Registration Number:	3084304	MARKS BROS.
Registration Number:	1617215	WHITEHALL
Registration Number:	2050622	MARKS BROS.

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-756-2494
 Email: watt.wanapha@srz.com
 Correspondent Name: Watt Wanapha, Esq.

CH \$215.00 1357955

Address Line 1: 919 Third Avenue
Address Line 2: 19th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	089253.0009
NAME OF SUBMITTER:	Watt Wanapha, Esq. (089253.0009)
Signature:	/kc for ww/
Date:	01/23/2008

Total Attachments: 4

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SECURITY INTEREST GRANT

TRADEMARKS

WHEREAS, **Whitehall Jewelers, Inc.**, a Delaware corporation, with offices at 125 South Wacker Drive, Suite 2600, Chicago, Illinois 60606 (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with various lending institutions (such lending institutions, together with their respective successors and assigns, are collectively referred to as the "Lenders" and individually as a "Lender"), and **PWJ Lending II LLC**, a Delaware limited liability company with offices at 623 Fifth Avenue, 32nd Floor, New York, New York 10022, as administrative agent and as collateral agent for the Agents and the Lenders (in such capacity, together with any successors and assigns, the "Grantee");

WHEREAS, pursuant to the Credit Agreement, the Grantor has entered into a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified as replaced from time to time, the "Security Agreement"), in favor of Grantee, as collateral agent for the Agents and the Lenders.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Agents and the Lenders a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "IP Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee and grants to the Grantee, for the benefit of the Agents and the Lenders (as such terms are defined in the Credit Agreement or Security Agreement, as applicable), a continuing security interest in the IP Collateral to secure the prompt payment, performance and observance of the Obligations.

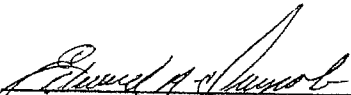
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be

as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Security Interest Grant to be duly executed by its officer thereunto duly authorized as of January 18, 2008.

Whitehall Jewelers, Inc.

By: 
Name: Edward A. Dayoub
Title: CEO

Security Interest Grant Trademarks - Signature Page

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TRADEMARK
REEL: 003704 FRAME: 0440

SCHEDULE 1A
U.S. Trademark Applications and Registrations

<u>Mark</u>	<u>Reg. / App. No.</u>
WHITEHALL ¹	1,184,693
LUNDSTROM ¹	1,357,955
LUNDSTROM ¹	1,617,216
MARKS BROS. ^{1, 2}	2,050,622
WHITEHALL ¹	1,617,215
WHITE STAR ³	76/431,784
MESABI ^{2, 4}	1,814,693

Japan Trademark Applications and Registrations

<u>Mark</u>	<u>Reg. / App. No.</u>
LUNDSTROM	1306/1999
LUNDSTROM KATAKANA	91307/1999

¹ Three unreleased liens held by First National Bank of Boston (recorded 5/17/1996 on reel/frame 1461/860); Fleet Capital Corporation (recorded 1/16/2001 on reel/frame 2212/761); and Lasalle Bank (recorded 8/8/2003 on reel/frame 2798/800).

² Mark is on record at the USPTO as owned by Whitehall Jewelers, Inc.

³ One unreleased lien held by Lasalle Bank (recorded 8/8/2003 on reel/frame 2798/800).

⁴ Gap in the chain of title between Astec Industries, Inc. and Whitehall Jewelers Merging Corp.

Unreleased liens held by Bank One (recorded 5/2/2003 on reel/frame 2726/168); General Electric Capital Corporation (recorded 6/25/2003 on reel/frame 2761/325); General Electric Capital Canada (recorded 2/25/2004 on reel/frame 2916/650); and Lasalle Bank (recorded 8/8/2003 on reel/frame 2798/576).

**UNITED STATES TRADEMARKS
TRADEMARKS**

Mark	App. No.	Reg. No.	Date Reg./Filing Date
LUNDSTROM	73/477,335	1,357,955	9/3/1985
W WHITE STAR (STYLIZED)	76/431,784	2,778,579	10/28/2003
WHITEHALL	73/262,302	1,184,693	1/5/1982
WHITESTAR	78/704,709	3,200,925	1/23/2007

SERVICE MARKS

Mark	App. No.	Reg. No.	Date Reg./Filing Date
LUNDSTROM	74/013,257	1,617,216	10/9/1990
MARKS BROS.	76/637,992	3,084,304	4/25/2006
WHITEHALL	74/013,256	1,617,215	10/9/1990

FOREIGN TRADEMARKS

Mark	Country	App. No.	Reg. No.	Date Reg./Filing Date
WHITESTAR	ARUBA	2778579	25639	5/5/2006
WHITESTAR	BAHAMAS	29,406		2/22/2006
WHITESTAR	BARBADOS	21450		2/15/2006
WHITESTAR	BELIZE	375206	375206	6/5/2006
WHITESTAR	COSTA RICA	2006-1465		2/17/2006
WHITESTAR	EUROPEAN COMMUNITY	004900941		2/14/2006
WHITESTAR	JAPAN	2006010783	4981697	8/25/2006
WHITESTAR	MEXICO	765109		2/9/2006
WHITESTAR	NETHERLANDS ANTILLES	D-600069	11970	4/20/2006
WHITESTAR	REPUBLIC OF KOREA	40200610426		2/28/2006
WHITESTAR	SAINT KITTS & NEVIS	20060090	20060090	2/28/2006
WHITESTAR	SWITZERLAND	5167199		2/20/2006
WHITESTAR	TAIWAN	095006270	1228562	9/16/2006

SERVICE MARKS & TRADEMARKS

Mark	Country	App. No.	Reg. No.	Date Reg./Filing Date
LUNDSTROM (In Katakana)	JAPAN	H11091307	4549961	3/8/2002
LUNDSTROM	JAPAN	H11091306	4549960	3/8/2002

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