

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shane Company		09/05/2008	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street		
Internal Address:	2nd Floor		
City:	Atlantic City		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Administrative Agent:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77255877	DIAMOND WALL	
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 - Hunton & Williams LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGIN ISLANDS 23219-4074		
ATTORNEY DOCKET NUMBER:	33411.031102		
NAME OF SUBMITTER:	Edward T. White		
Signature:	/Edward T. White/		

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Date:

09/12/2008

**Total Attachments: 5**

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## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement (this "Amendment") is made as of September 5, 2008 by Shane Co., a Colorado corporation (the "Grantor"), in favor of SunTrust Bank, in its capacity as administrative agent (in such capacity, the "Agent") for the Lenders (as such term is defined in the Amended Loan Agreement referred to below).

### WITNESSETH:

WHEREAS, reference is hereby made to that certain Loan and Security Agreement dated as of June 30, 2006 (as amended and in effect, the "Existing Loan Agreement") by and among (i) the Grantor, (ii) the Lenders party thereto from time to time (the "Lenders"), and (iii) SunTrust Bank, as agent (in such capacity, the "Agent") for the Lenders and as Issuing Bank;

WHEREAS, reference is also hereby made to that certain Trademark Security Agreement dated as of June 30, 2006 (as amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement") by and between the Grantor and the Agent;

WHEREAS, reference is further made to that certain Amended and Restated Loan and Security Agreement dated as of September 5, 2008 (as amended, modified, supplemented or restated from time to time, the "Amended Loan Agreement"), by and among (i) the Grantor, (ii) the Lenders, (iii) the Agent and (iv) the Issuing Bank;

WHEREAS, certain Events of Default (as such term is defined in the Existing Loan Agreement) have occurred (such Events of Default, the "Specified Events of Default"), and the Borrower has requested that the Agent and the Lenders waive the Specified Events of Default and amend and restate the Existing Loan Agreement in its entirety on the terms set forth in the Amended Loan Agreement;

WHEREAS, the Agent and the Lenders have agreed to waive the Specified Events of Default and amend and restate the Existing Loan Agreement on the terms set forth in the Amended Loan Agreement, provided that, among other things, the Grantor execute and deliver this Amendment;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement.

2. Amendment to Trademark Security Agreement: Schedule I to the Trademark Security Agreement is hereby supplemented as set forth on Schedule I-A attached hereto.
3. General:
- a. Except as specifically provided herein, all of the terms and conditions of the Trademark Security Agreement shall remain in full force and effect. The Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. The Grantor further acknowledges and agrees that the Grantor does not have any knowledge of any offsets, defenses, or counterclaims against the Agent or any Lender thereunder.
  - b. This Amendment (i) shall be deemed to be a Loan Document and (ii) embodies the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings and inducements, whether express or implied, oral or written.
  - c. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile shall be equally effective as delivery of a manually executed counterpart to this Amendment.
  - d. It is intended that this Amendment take effect as an instrument under seal as of the date first written above.
  - e. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
  - f. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN NEW YORK.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date first appearing above.

GRANTOR:

SHANE CO. (d/b/a Western Stone & Metal Corp.)

By: Thomas M. Shane  
Name: Thomas M. Shane  
Title: President

Signature Page to First Amendment to Trademark Security Agreement

AGENT:

SUNTRUST BANK

By:

Name:

Title:

A handwritten signature in dark ink, appearing to read "J Haynes Gentry, III", is written over a horizontal line.

J Haynes Gentry, III

Vice President

Signature Page to First Amendment to Trademark Security Agreement

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## **SCHEDULE I-A**

### **Additional Trademark Registrations and Licenses**

<b>Trademark</b>	<b>Status</b>	<b>Registration Number</b>	<b>Serial Number</b>
Sharing our passion since 1929.	Registered	3,242,536	78/963,166
Sharing the passion.	Registered	3,242,537	78/963,215
Sharing our passion.	Registered	3,251,880	78/974,668
Sharing the passion since 1929.	Registered	3,241,163	77/000,878
Wall of Diamonds	Registered	3,477,790	77/256,298
Diamond Wall	Pending	N/A	77/255,877
Ideal 58	Pending	N/A	77/256,341
Shane Co. Diamonds Rubies Sapphires Pearls (stylized – horizontal)	Registered	3,359,729	78/929,989
Shane Co. Diamonds Rubies Sapphires Pearls (stylized – vertical)	Registered	3,352,296	78/932,045
Shane Co. (words only)	Registered	3,251,467	78/930,102
Shane Family Collection	Registered	3,333,326	77/001,710
Classic Ideal 58	Pending	N/A	77/269,922
Shane Co. (stylized) (new design)	Registered	3,242,189	78/930,146
Your friend in the diamond business	Registered	3,405,047	77/241,729

#### **State Trademarks: (Shane Co.)**

<b>Trademark</b>	<b>Status</b>	<b>Registration Number</b>	<b>State</b>
Shane Co. Direct Diamond Importers	Registered	4966823-0143	Utah

#### **State Trademarks: (Western Stone & Metal Corp.)**

Schedule I-A to First Amendment to Trademark Security Agreement

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