

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
Act II Jewelry, LLC		10/03/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	1185 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	National Association:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3467417	
Registration Number:	3193032	LIA SOPHIA
Registration Number:	2952808	LIA SOPHIA SHARE THE LOVE OF JEWELRY
Registration Number:	3289589	SHARE THE LOVE OF JEWELRY
Serial Number:	77396799	SHARE THE LOVE

CORRESPONDENCE DATA

Fax Number: (617)316-8263
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617.239.0632
 Email: agrandy@eapdlaw.com
 Correspondent Name: Adam M. Grandy
 Address Line 1: 111 Huntington Avenue
 Address Line 2: Edwards Angell Palmer & Dodge LLP
 Address Line 4: Boston, MASSACHUSETTS 02199

CH \$140.00 3467417

ATTORNEY DOCKET NUMBER:	51442-190
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	10/03/2008
Total Attachments: 6 source=20081003133017#page1.tif source=20081003133017#page2.tif source=20081003133017#page3.tif source=20081003133017#page4.tif source=20081003133017#page5.tif source=20081003133017#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 3, 2008, by ACT II JEWELRY, LLC, a Delaware limited liability company (the "Pledgor"), in favor of BANK OF AMERICA, N.A., as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest in Trademark Collateral. The Pledgor hereby confirms the grant to the Administrative Agent for the benefit of the Secured Parties in the Security Agreement of a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks confirmed hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and automatic termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form evidencing the release of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under the Security Agreement and this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

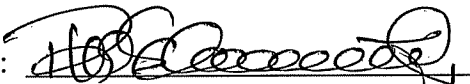
[signature page follows]

[Signature Page to the Trademark Security Agreement]

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

Very truly yours,

ACT II JEWELRY, LLC

By:  E.V.P.

Name: Richard W. Schwartz

Title: Executive Vice President

Accepted and Agreed:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____

Name: Richard M. Williams

Title: Senior Vice President

[Signature Page to the Trademark Security Agreement]

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

Very truly yours,

ACT II JEWELRY, LLC

By: _____

Name: Richard W. Schwartz

Title: Executive Vice President

Accepted and Agreed:

BANK OF AMERICA, N.A., as Administrative Agent

By:

 _____

Name: Richard M. Williams

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
ACT II Jewelry LLC	3467417	Design of Butterfly
ACT II Jewelry LLC	3193032	LIA SOPHIA
ACT II Jewelry LLC	2952808	LIA SOPHIA SHARE THE LOVE OF JEWELRY
ACT II Jewelry LLC	3289589	SHARE THE LOVE OF JEWELRY

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
ACT II Jewelry LLC	77/396799	SHARE THE LOVE

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	COUNTRY	REGISTRATION NUMBER	TRADEMARK
ACT II LLC	Australia	1213314	LIA SOPHIA
ACT II LLC	Australia	1213313	SHARE THE LOVE OF JEWELRY
ACT II LLC	New Zealand	780695	LIA SOPHIA
ACT II LLC	Norway	246241	LIA SOPHIA
ACT II LLC	Norway	246709	SHARE THE LOVE OF JEWELRY
ACT II LLC	Switzerland	570024	LIA SOPHIA

Trademark Applications:

OWNER	COUNTRY	APPLICATION NUMBER	TRADEMARK
ACT II LLC	Canada	1375783	LIA SOPHIA
ACT II LLC	Canada	1375778	SHARE THE LOVE OF JEWELLERY
ACT II LLC	CTM	006519284	LIA SOPHIA
ACT II LLC	CTM	006519342	SHARE THE LOVE OF JEWELRY
ACT II LLC	Mexico	920260	LIA SOPHIA
ACT II LLC	Mexico	920261	SHARE THE LOVE OF JEWELRY
ACT II LLC	New Zealand	780715	SHARE THE LOVE OF JEWELRY
ACT II LLC	Switzerland	63760/2007	LIA SOPHIA SHARE THE LOVE OF JEWELRY