

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FINLAY FINE JEWELRY CORPORATION		11/26/2008	CORPORATION: DELAWARE
FINLAY JEWELRY, INC.		11/26/2008	CORPORATION: DELAWARE
FINLAY MERCHANDISING & BUYING LLC		11/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
eFINLAY, INC.		11/26/2008	CORPORATION: DELAWARE
CARLYLE & CO. JEWELERS LLC		11/26/2008	LIMITED LIABILITY COMPANY: DELAWARE
PARK PROMENADE LLC		11/26/2008	LIMITED LIABILITY COMPANY: FLORIDA
L. CONGRESS, INC.		11/26/2008	CORPORATION: FLORIDA
FINLAY ENTERPRISES, INC.		11/26/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	HSBC BANK USA, NATIONAL ASSOCIATION
Street Address:	452 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1916315	HOT-NOT
Registration Number:	2959084	LUXURIA FINE JEWELRY
Registration Number:	3021457	LUXURIAFINEJEWELRY.COM
Registration Number:	2939256	SHARE THE INDULGENCE
Registration Number:	1436870	A BAILEY BANKS & BIDDLE JEWELER
Registration Number:	3006244	ARCTIC IDEAL

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Registration Number:	3006305	ATTRIBUTES
Registration Number:	1123513	BAILEY BANKS & BIDDLE
Registration Number:	2311315	BAILEY BANKS & BIDDLE
Registration Number:	3175187	BELLA CLASSICA
Registration Number:	2707801	EVOCATIVE GOLD
Registration Number:	3277513	ICE FLOWERS
Registration Number:	2759135	LETTERS OF LOVE
Registration Number:	1754387	
Registration Number:	2967890	
Registration Number:	3192183	RAFFIA
Registration Number:	2571323	THE LINEAGE DIAMOND
Registration Number:	3202127	TREASURES FOR A LIFETIME
Registration Number:	2878953	WHERE TREASURES LIVE
Registration Number:	1134848	ZELL BROTHERS
Registration Number:	2307099	FOR LOVE FOR LIFE FOR NOW FOR EVER
Registration Number:	2861316	PERFECT HARMONY
Registration Number:	2559977	PERFECT LOVE
Registration Number:	2865661	PERFECT MOMENT
Registration Number:	2799314	POINTS OF PERFECTION
Registration Number:	2347308	FOR LOVE FOR LIFE FOR NOW FOR EVER
Registration Number:	1779304	J. E. CALDWELL CO.
Registration Number:	2171220	C

CORRESPONDENCE DATA

Fax Number: (212)492-0239
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2123733239
Email: cmeredithgoujon@paulweiss.com, hranucci@paulweiss.com
Correspondent Name: Claudine Meredith-Goujon
Address Line 1: 1285 Avenue of the Americas
Address Line 2: c/o Paul, Weiss, LLP
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	17806-042
NAME OF SUBMITTER:	Claudine Meredith-Goujon
Signature:	/Claudine Meredith-Goujon/

Date:

12/01/2008

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 26, 2008 (as may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms of the Intercreditor Agreement, this "Trademark Security Agreement"), by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of HSBC Bank USA, National Association, in its capacity as collateral agent for itself, the Trustee and the Holders of the Notes (the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Grantors, and HSBC Bank USA, National Association, as collateral agent for itself, the Trustee and the Holders of the Notes (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), the Grantor has agreed to provide collateral security to secure the Obligations under (and as defined in) that certain Indenture dated as of the date hereof, by and among Finlay Fine Jewelry Corporation, a Delaware corporation, and HSBC Bank USA, National Association, as trustee (the "Trustee") (as from time to time amended, restated, supplemented or otherwise modified, the "Second Lien Indenture").

WHEREAS, it is a condition precedent to the obligation of the Holders to purchase the Initial Notes that the Grantor shall have executed and delivered 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Indenture and if not defined therein, in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to the terms of the Intercreditor Agreement, each Grantor hereby grants to Collateral Agent, on behalf of itself, the Trustee and the Holders of the Notes, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;

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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License if Grantor has the right to make such a claim under such Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License if Grantor has the right to make such a claim under such Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself, the Trustee and the Holders of the Notes, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted 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.

4. INTERCREDITOR AGREEMENT PREVAILS. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to or in connection with this Trademark Security Agreement and the exercise of any right or remedy against the Trademark Collateral by the Collateral Agent are subject to the provisions of the Intercreditor Agreement (as defined in the Second Lien Indenture) and, in the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

5. COLLATERAL AGENT. In the performance of its obligations hereunder, Collateral Agent shall be entitled to all of the rights, benefits, protections and immunities afforded to it as Trustee and Collateral Agent pursuant to the Second Lien Indenture.

[signature page follows]

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

FINLAY FINE JEWELRY
CORPORATION,

FINLAY JEWELRY, INC.,

FINLAY MERCHANDISING & BUYING
LLC,

eFINLAY, INC.,


CARLYLE & CO. JEWELERS LLC,

PARK PROMENADE LLC,

L. CONGRESS, INC.,

FINLAY ENTERPRISES, INC.,

as Grantors


By: 
Name: Bruce E. Zurlick
Title: Senior Vice President, Treasurer
and Chief Financial Officer

[Signature Page to Second Lien Pledge Agreement]

TRADEMARK
REEL: 003895 FRAME: 0785

ACCEPTED AND ACKNOWLEDGED
BY:

**HSBC BANK USA, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: 
Name: JOANNE E. ILSE
Title: VICE PRESIDENT

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003895 FRAME: 0786

SCHEDULE 1

Trademark Collateral

Trademarks

<u>NAME</u>	<u>STATE/ COUNTRY</u>	<u>REGISTRATION OR SERIAL NO.</u>	<u>DATE FILED DATE ISSUED</u>	<u>DECLARATION OF USE/ RENEWAL DUE</u>
FINLAY FINE JEWELRY	U.S.A.	Trade Name	—	—
HOT-NOT (Stylized)	U.S.A.	TM Reg. #1,916,315	09/05/95	09/05/15
LUXURIA FINE JEWELRY and Design	U.S.A.	TM Reg. #2,959,084	06/07/05	06/07/11
	U.S.A.	TM Reg. #3,021,457	11/29/05	11/29/11
SHARE THE INDULGENCE	U.S.A.	TM Reg. #2,939,256	04/12/05	04/12/11
A BAILEY BANKS & BIDDLE JEWELER	U.S.A.	TM Reg. #1,436,870	04/14/87	04/14/17
ARCTIC IDEAL	U.S.A.	TM Reg. #3,006,244	10/11/05	10/11/15
ATTRIBUTES	U.S.A.	TM Reg. #3,006,305	10/11/05	10/11/15
BAILEY BANKS & BIDDLE	U.S.A.	TM Reg. #1,123,513	07/31/79	07/31/09
BAILEY BANKS & BIDDLE (stylized)	U.S.A.	TM Reg. #2,311,315	01/25/00	01/25/10
BELLA CLASSICA	U.S.A.	TM Reg. #3,175,187	11/21/06	11/21/12
EVOCATIVE GOLD	U.S.A.	TM Reg. #2,707,801	04/15/03	04/15/09
ICE FLOWERS	U.S.A.	TM Reg. #3,277,513	04/07/07	04/07/17
LETTERS OF LOVE	U.S.A.	TM Reg. #2,759,135	09/02/03	09/02/13
MISC. DESIGN (SINGLE UNICORN)	U.S.A.	TM Reg. #1,754,387	02/23/93	02/23/13
MISCELLANEOUS DESIGN (UNICORN)	U.S.A.	TM Reg. #2,967,890	07/12/05	07/12/15
RAFFIA	U.S.A.	TM Reg. #3,192,183	01/02/07	01/02/17
THE LINEAGE DIAMOND	U.S.A.	TM Reg. #2,571,323	05/21/02	05/21/12
TREASURES FOR A LIFETIME	U.S.A.	TM Reg. #3,202,127	01/23/07	01/23/17
WHERE TREASURES LIVE	U.S.A.	TM Reg. #2,878,953	08/31/04	08/31/14
ZELL BROTHERS	U.S.A.	TM Reg. #1,134,848	05/06/80	05/06/10

<u>NAME</u>	<u>STATE/ COUNTRY</u>	<u>REGISTRATION OR SERIAL NO.</u>	<u>DATE FILED DATE ISSUED</u>	<u>DECLARATION OF USE/ RENEWAL DUE</u>
CARLYLE & CO.	U.S.A.	TM Reg. #1,154,839	05/19/81	Lapsed 11/24/87
BAILEY BANKS & BIDDLE WORLD RENOWNED JEWELERS SINCE 1832 & DESIGN	U.S.A.	TM Reg. #2,649,127	11/12/02	Lapsed 11/12/08
HENRY H. HARTEVELDT CO.	U.S.A.	Trade Name	—	Unused as of 12/05/88
KENT	U.S.A.	TM Reg. #987,831	07/09/74	Lapsed 07/09/94
KENTRONIX	U.S.A.	TM Reg. #1,049,508	10/05/76	Lapsed 10/05/96
LOUIS FREY	U.S.A.	TM Reg. #1,117,646	05/08/79	Lapsed 05/08/85
MAJESTIC PEARL	U.S.A.	TM Serial #74561973	08/17/94	Abandoned 03/13/96
PAUL DOMINIQUE	U.S.A.	TM Reg. #740,612	11/13/62	Lapsed 11/13/02
THE PERSONAL BEST COLLECTION SLJ & DESIGN	U.S.A.	TM Reg. #1,635,431	02/19/91	Lapsed 02/19/97
	U.S.A.	TM Reg. #1,355,261	08/20/85	Lapsed 08/20/91
NEW YORK JEWELRY OUTLET ⁶	U.S.A.	SM Reg. #2,027,981	12/31/96	Lapsed 12/31/02
NY FINE JEWELRY OUTLET	U.S.A.	SM Serial #7451813	04/28/94	Abandoned 04/12/95
THE GOLD BAR	U.S.A.	SM Serial #74576555	09/21/94	Abandoned 05/28/95
E & Design (Ecology)	U.S.A.	Appl. #78/701,489	08/26/05	Lapsed 02/22/08
FOREVER INTERTWINED	U.S.A.	Appl. #77/094,680	01/30/07	Lapsed 09/11/08
STRIKE UP THE BANDS (Stylized)	U.S.A.	SM Reg. #1,714,492	09/08/92	Lapsed 09/08/98
GOLD CORNER	France	1566934	12/09/08	To lapse 12/09/08
GOLDEN GATE	France	1502734	12/09/88	To lapse 12/09/08
GOLD LINE	France	1566935	12/09/88	To lapse 12/09/08
GOLD STREET	France	1566936	12/09/88	To lapse 12/09/08
NEW GOLD	France	1582159 1521519	03/27/90 06/14/88	To lapse 03/27/10 Lapsed 06/14/08
NEW GOLD (stylized)	France	1594364	05/29/90	To lapse 05/29/10

<u>NAME</u>	<u>STATE/ COUNTRY</u>	<u>REGISTRATION OR SERIAL NO.</u>	<u>DATE FILED DATE ISSUED</u>	<u>DECLARATION OF USE/ RENEWAL DUE</u>
NEW GOLD	Intl	558431 543722	05/04/90 09/05/89	To lapse 05/04/10 To lapse 09/05/09
NEW GOLD (stylized)	Intl	561184	09/14/90	To lapse 09/14/10
OR PLUS	France	1566939	12/09/88	To lapse 12/09/08
PROMOGOLD	France	1566937	12/09/88	To lapse 12/09/08
SONAB	France	1475718	07/08/88	Lapsed 07/08/08 To lapse 12/09/08
UNIGOLD	France	1566938	12/09/88	

CARLYLE & CO JEWELERS	U.S.A.	Trade Name	—	—
FOR LOVE FOR LIFE FOR NOW FOR EVER	U.S.A.	TM Reg. #2,307,099	01/11/00	01/11/10
PARK PROMENADE	U.S.A.	Trade Name	—	—
PERFECT HARMONY	U.S.A.	TM Reg. #2,861,316	07/06/04	To lapse 07/06/10
PERFECT LOVE	U.S.A.	TM Reg. #2,559,977	04/09/02	04/09/12
PERFECT MOMENT	U.S.A.	TM Reg. #2,865,661	07/20/04	To lapse 07/20/10
POINTS OF PERFECTION	U.S.A.	TM Reg. #2,799,314	12/23/03	To lapse 12/23/09
FOR LOVE FOR LIFE FOR NOW FOR EVER	U.S.A.	SM Reg. #2,347,308	05/02/00	05/02/10
J.E. CALDWELL CO.	U.S.A.	SM Reg. #1,779,304	06/29/93	06/29/09

C (and design)	U.S.A.	TM Reg. #2,171,220	05/19/97	07/07/18
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