

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Collateral Security and Pledge Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Birks & Mayors Inc.		12/17/2008	CORPORATION: CANADA
Mayor's Jewelers, Inc.		12/17/2008	CORPORATION: DELAWARE
Mayor's Jewelers of Florida, Inc.		12/17/2008	CORPORATION: FLORIDA
Mayor's Jewelers Intellectual Property Holding Company		12/17/2008	CORPORATION: DELAWARE
JBM Retail Company, Inc.		12/17/2008	CORPORATION: DELAWARE
JBM Venture Co., Inc.		12/17/2008	CORPORATION: DELAWARE
Henry Birks & Sons U.S., Inc.		12/17/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1508071	BUECHE-GIROD
Registration Number:	2715142	
Registration Number:	2490986	
Registration Number:	2637324	
Registration Number:	2610710	
Registration Number:	2610709	
Registration Number:	2610708	
Registration Number:	2596048	

OP \$315.00 1508071

Registration Number:	1490121	MAYOR'S
Registration Number:	2929450	MAYORS MOMENT COLLECTION
Registration Number:	1236663	MAYOR'S
Serial Number:	77558933	MAYORS THE HEART OF LUXURY

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8132
Email: linda.salera@bingham.com
Correspondent Name: Linda A. Salera
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Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/LASalera/
Date:	12/19/2008

Total Attachments: 23

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**AMENDED AND RESTATED TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of December 17, 2008 (as amended, amended and restated, modified and in effect from time to time, this "Trademark Agreement"), by and among **BIRKS & MAYORS INC.**, a Canadian corporation having an office at 1240 Square Phillips, Montréal, Québec, Canada, H3B 3H4 (the "Canadian Borrower"), **MAYOR'S JEWELERS, INC.**, a Delaware corporation (the "US Borrower"), and together with the Canadian Borrower, the "Borrowers"), **MAYOR'S JEWELERS OF FLORIDA, INC.**, a Florida corporation ("Mayor's Fla"), **MAYOR'S JEWELERS INTELLECTUAL PROPERTY HOLDING COMPANY**, a Delaware corporation ("Mayor's IP"), **JBM RETAIL COMPANY, INC.**, a Delaware corporation ("JBM Retail"), **JBM VENTURE CO., INC.**, a Delaware corporation ("JBM Venture"), each having an office at 5870 North Hiatus Road, Tamarac, FL 33321, **HENRY BIRKS & SONS U.S., INC.**, a Delaware corporation having an office at 41 Century Drive West, Woonsocket, Rhode Island 02895 ("Birks U.S."), and together with the Borrowers, Mayor's Fla, Mayor's IP, JBM Retail and JBM Venture, the "Assignors"), and **BANK OF AMERICA, N.A.**, a national banking association having an office at 100 Federal Street, Boston, Massachusetts 02110, as Administrative Agent for itself, the other U.S. lending institutions (hereinafter, collectively, the "US Lenders"), Canadian lending institutions (hereinafter, collectively, the "Canadian Lenders"), and together with the US Lenders, the "Lenders") under the Amended and Restated Revolving Credit and Security Agreement, dated as of even date herewith (as amended, amended and restated, modified and in effect from time to time, the "Credit Agreement"), among the Assignors, the Lenders, and the Administrative Agent and Bank of America, N.A. (acting through its Canada branch), a national banking association, as Canadian Agent for the Lenders.

WHEREAS, the Assignors and the Administrative Agent previously entered into that certain Trademark Agreement, dated as of January 19, 2006 (as amended to date hereof, the "Former Trademark Agreement") pursuant to which each Assignor granted to the Administrative Agent, for the benefit of the Lenders and Agents, a security interest in all of such Assignor's personal property and fixture assets, including without limitation all of its trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached thereto; and

WHEREAS, it is a condition precedent to the Lenders' making any loans or otherwise extending credit to the Borrowers under the Credit Agreement that the Assignors execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, a trademark security agreement in substantially the form hereof; and

WHEREAS, each Assignor has executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, the Credit Agreement, pursuant to which each Assignor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain of such Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A (which may be amended, updated or otherwise modified from time to time by the Administrative Agent pursuant to §6.2) attached

hereto, all to secure the Full Payment of the Obligations (as such terms are defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Credit Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend and restate the Former Trademark Agreement as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office or any successor entity if applicable.

Related Assets. All assets, rights and interests of each Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended, amended and restated, modified and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of any Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of such Assignor, or to which such Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Assignor or the Administrative Agent to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Assignor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law,

foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Assignor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any Assignor, that (i) are set forth on Schedule A (which may be amended, updated or otherwise modified from time to time by the Administrative Agent pursuant to §6.2) hereto, or (ii) have been adopted, acquired, owned, held or used by such Assignor or are now owned, held or used by such Assignor, in such Assignor's business, or with such Assignor's products and services, or in which such Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by such Assignor in such Assignor's business or with such Assignor's products and services, or in which such Assignor in the future acquires any right, title or interest. Notwithstanding the foregoing, with respect to the Canadian Borrower, the term "Trademarks" shall be limited only to those trademarks registered with the PTO.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any Assignor or its business or for the direct or indirect benefit of such Assignor or its business, including all such uses by such Assignor itself, by any of the Affiliates of such Assignor, or by any franchisee, licensee or contractor of such Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.3 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the Full Payment of the Obligations, each Assignor hereby unconditionally grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Secured Parties. In addition, each Assignor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Assignor hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Credit Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Secured Parties, such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Credit Agreement and Applicable Law (including the transfer or other disposition of the Collateral by such Assignor to the Administrative Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Credit Agreement. Pursuant to the Credit Agreement each Assignor has granted to the Applicable Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Credit Agreement, and all rights and interests of the Applicable Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Credit Agreement, the security interest of the Applicable Agent in the Collateral (including the Pledged Trademarks) pursuant to the Credit Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in the Pledged Marks), or any present or future rights and interests of the Applicable Agent in and to the Collateral under or in connection with the Credit Agreement, this Trademark Agreement or the UCC. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of each Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of each Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Credit Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Assignor represents, warrants and covenants that: (i) Schedule A (which may be amended, updated or otherwise modified from time to time by the Administrative Agent pursuant to §6.2) sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by such Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of such Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of such Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the

Trademarks does or may violate the rights of any third person, and to the best of such Assignor's knowledge, there is no infringement by such Assignor of the trademark rights of others; (vi) such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Assignor not to sue third persons, other than the security interest and assignment created by this Trademark Agreement and the Liens permitted by §10.2.2(a) and (b) of the Credit Agreement; (vii) such Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable such Assignor to comply with the covenants herein contained; (viii) such Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) such Assignor has used, and will continue to use for the duration of this Trademark Agreement, standards of quality consistent with prudent business practices of businesses in a similar industry in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Credit Agreement, will create in favor of the Administrative Agent, for the benefit of the Secured Parties, a valid and, with respect to the Trademarks that are registered with the PTO or any other Trademarks for which the system is applicable, perfected, first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the Secretary of States for the State of Florida for Mayor's Fla, the State of Delaware for the US Borrower, Birks U.S., Mayor's IP, JBM Retail and JBM Venture, and the District of Columbia for the Canadian Borrower under the UCC and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office in the United States is required either (A) for the grant by such Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Assignor, or (B) for the perfection in the U.S. of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

Each Assignor hereby grants to each of the Agents and the Secured Parties and their respective employees and agents the right, upon 48 hour prior written notice to such Assignor, to visit such Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours, provided that Agents, Secured Parties and their respective employees and agents shall not disrupt the normal business operations of such Assignor.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Except for licenses of the Pledged Trademarks in the ordinary course of any Assignor's business consistent with its past practices, no Assignor will, without the Administrative Agent's prior written consent (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer,

license (except in the ordinary course of business) or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (other than an ordinary course license or sublicense agreement) that is inconsistent with such Assignor's obligations under this Trademark Agreement or the Credit Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Full Payment of the Obligations, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Assignor shall promptly provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.

6.2. Amendment to Schedule. Each Assignor authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6; provided, however, that such Assignor shall not be deemed liable, in an Event of Default, of misrepresenting to the extent the Administrative Agent makes inaccurate modifications, and upon notice from such Assignor, the Administrative Agent shall use commercially reasonable efforts to correct any errors caused by it.

7. TRADEMARK PROSECUTION.

7.1. Assignors Responsible. Each Assignor shall assume full and complete responsibility for the prosecution, grant, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent and the Secured Parties harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any Secured Party in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignors shall retain trademark counsel acceptable to the Administrative Agent.

7.2. Assignors' Duties, etc. Each Assignor shall have the right and the duty, through trademark counsel acceptable to the Administrative Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by such Assignor. Each Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld. The

Administrative Agent hereby appoints the Assignors as its agent for all matters referred to in the foregoing provisions of this §7 and agrees to execute any documents necessary to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may terminate such agency by providing written notice of termination to the applicable Assignor.

7.3. Assignors' Enforcement Rights. Each Assignor shall have the right and the duty to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights.

7.4. Protection of Trademarks, etc. In general, each Assignor shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. Each Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of any of the Pledged Trademarks.

7.5. Notification by Assignors. Promptly upon obtaining knowledge thereof, the Assignors will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or any Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event which does or could reasonably be expected to materially adversely affect the value of any of the Pledged Trademarks, the ability of any Assignor or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent and the Secured Parties in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in the Credit Agreement and the other Loan Documents) those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Assignor, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses (including those incurred by the Administrative Agent or any Secured Party in attempting to enforce this Trademark Agreement and all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Credit Agreement. Notice of any sale, license or other disposition of any of the Pledged Trademarks shall be given to the applicable Assignors at least ten (10) days before the time that any intended public sale or other public disposition of such Pledged

Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent or any Secured Party may, to the extent permitted under Applicable Law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Assignor shall be breached, the Administrative Agent, in its own name or that of such Assignor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignors jointly and severally agree promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

10. POWER OF ATTORNEY.

Each Assignor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as such Assignor's true and lawful attorney-in-fact, with full power of substitution and, if any Event of Default shall have occurred and be continuing, with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which such Assignor is obligated to execute and do hereunder. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Administrative Agent and the Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

Each Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative

Agent the grant, perfection and priority of the Administrative Agent's security interest in any of the Pledged Trademarks.

12. TERMINATION.

At such time as there has been Full Payment of the Obligations, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Assignors, execute and deliver to the applicable Assignor all deeds, assignments and other instruments, including, but not limited to, any filings with the PTO and termination statements under the UCC, as may be necessary or proper to reassign and reconvey to and re-vest in the applicable Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by the applicable Assignors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Administrative Agent pursuant hereto or the Credit Agreement.

13. COURSE OF DEALING.

No course of dealing between any Assignor and the Administrative Agent or any Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Secured Party, any right, power or privilege hereunder or under the Credit Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Administrative Agent or any Secured Party in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving any of the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Pledged Trademarks, shall be borne and paid by the Assignors.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by any Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM

OR CLAIMS REGARDING SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNORS, AND THE ASSIGNORS SHALL JOINTLY AND SEVERALLY INDEMNIFY THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT OR ANY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

17. RIGHTS AND REMEDIES CUMULATIVE.

All of the Administrative Agent's and the Secured Parties' rights and remedies with respect to the Pledged Trademarks, whether established hereby or by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Trademark Agreement is supplemental to the Credit Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Administrative Agent and the Secured Parties contained therein. Nothing contained in this Trademark Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Pledged Trademarks granted to the Administrative Agent for the benefit of the Secured Parties and the Administrative Agent under the Credit Agreement.

18. NOTICES.

All notices, requests and other communications hereunder shall be made in the manner set forth in §14.3.1 of the Credit Agreement; provided that any notices, requests and other communications to any Assignor may be delivered to the Borrower Agent on behalf of such Assignor.

19. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification in accordance with §14.1 of the Credit Agreement, except as provided in §6.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent and the Required Lenders or by the Administrative Agent with the consent of the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

20. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402 (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS). EACH ASSIGNOR HERETO HEREBY

CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL COURT SITTING IN OR WITH JURISDICTION OVER THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY STATE COURT OF THE STATE OF NEW YORK SITTING IN THE COUNTY OF MANHATTAN, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO THIS TRADEMARK AGREEMENT, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH ASSIGNOR PARTY HERETO IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. Nothing herein shall limit the right of any Agent or any Lender to bring proceedings against any Assignor in any other court. Nothing in this Trademark Agreement shall be deemed to preclude enforcement by any Agent of any judgment or order obtained in any forum or jurisdiction.

21. WAIVER OF JURY TRIAL.

EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Assignor (i) certifies that neither the Administrative Agent or any Secured Party nor any representative, agent or attorney of the Administrative Agent or any Secured Party has represented, expressly or otherwise, that the Administrative Agent or any Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Administrative Agent or any Secured Party is a party, the Administrative Agent and the Secured Parties are relying upon, among other things, the waivers and certifications contained in this §21.

22. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of the Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, the provisions of the Credit Agreement shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Assignor acknowledges receipt of a copy of this Trademark Agreement.

23. ADDITIONAL ASSIGNORS.

From time to time subsequent to the date hereof, additional persons may become parties hereto, as additional Assignors (each, an "Additional Assignor"), by executing a counterpart hereof or joinder agreement, in each case satisfactory to the Administrative Agent, and there shall be no need to re-execute, amend or restate this Trademark Agreement in connection therewith. Upon delivery of any such counterpart or joinder agreement to the Administrative Agent, notice of which is hereby waived by the Assignors, each Additional Assignor shall be an Assignor and shall be as fully a party hereto as if such Assignor were an original signatory hereto. Each Assignor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Assignor hereunder nor by an election of the Administrative Agent not to cause any Person to become an Additional Assignor hereunder. This Trademark Agreement shall be fully effective as to any Assignor that is or becomes a party hereto regardless of whether any Person becomes or fails to become or ceases to be an Assignor hereunder.

24. TRANSITIONAL ARRANGEMENTS.


This Trademark Agreement amends and restates, supersedes and replaces in its entirety the Former Trademark Agreement. The security interests granted under the Former Trademark Agreement continue without interruption except as provided under this Trademark Agreement and such security interests are hereby ratified and confirmed in all respects.


[Remainder of page intentionally left blank]

[Signature Pages follow]


IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.


BIRKS & MAYORS INC.

By: 
Name: Michael Robinson
Title: SVP & CFO

By: 
Name: James P. Bostwick
Title: SVP Finance & Treasury

**MAYOR'S JEWELERS, INC.
HENRY BIRKS & SONS U.S., INC.
MAYOR'S JEWELERS OF FLORIDA, INC.
JBM RETAIL COMPANY, INC.
JBM VENTURE CO., INC.
MAYOR'S JEWELERS INTELLECTUAL
PROPERTY HOLDING COMPANY**

By: 
Name: Michael Robinson
Title: SVP & CFO


By: 
Name: James P. Bostwick
Title: SVP Finance & Treasury

Signature Page to First Lien Trademark Collateral Security and Pledge Agreement

A-1734109

**TRADEMARK
REEL: 003907 FRAME: 0357**

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

By: 
Name: Mark D Woney
Title: VP

Signature Page to First Lien Trademark Collateral Security and Pledge Agreement

A/72744109

TRADEMARK
REEL: 003907 FRAME: 0358

CERTIFICATE OF ACKNOWLEDGMENT

PROVINCE OF
COMMONWEALTH OR STATE OF QUEBEC)
ALL JUDICIAL DISTRICTS OF) ss.
COUNTY OF QUEBEC)

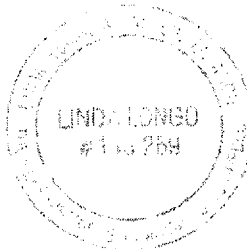
COMMISSIONER OF NOTARIES

Before me, the undersigned a Notary Public in and for the county aforesaid, on this ___ day of December, 2008, personally appeared MICHAEL KABININ to me known personally, and who, being by me duly sworn, deposes and says that he (she) is the SVP, CFO of Mayor's Jewelers, Inc., Mayor's Jewelers of Florida, Inc., Henry Birks & Sons U.S., Inc., Mayor's Jewelers Intellectual Property Holding Company, JBM Retail Company, Inc., JBM Venture Co., Inc. and the SVP, CFO of Birks & Mayors Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said MICHAEL KABININ acknowledged said instrument to be the free act and deed of said corporation.

LINDA LONGO

Notary Public - COMMISSIONER OF NOTARIES

My commission expires: 2010/09/26



Linda Longo

Acknowledgment to First Lien Trademark Collateral Security and Pledge Agreement

A 11-28-08

CERTIFICATE OF ACKNOWLEDGMENT

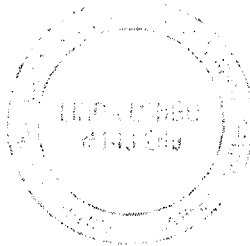
PROVINCE OF
COMMONWEALTH OR STATE OF QUEBEC)
ALL JUDICIAL DISTRICTS OF) ss.
COUNTY OF QUEBEC)

COMMISSIONER OF OATHS

Before me, the undersigned, a ~~Notary Public~~ in and for the county aforesaid, on this ___ day of December, 2008, personally appeared MARCO PASTERIS to me known personally, and who, being by me duly sworn, deposes and says that he (she) is the ~~VP FINANCE~~ VP FINANCE & TREASURER of Mayor's Jewelers, Inc., Mayor's Jewelers of Florida, Inc., Henry Birks & Sons U.S., Inc., Mayor's Jewelers Intellectual Property Holding Company, JBM Retail Company, Inc., JBM Venture Co., Inc. and the VP FINANCE & TREASURER of Birks & Mayors Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said MARCO PASTERIS acknowledged said instrument to be the free act and deed of said corporation.

LINDA LONGO
Notary Public COMMISSIONER OF OATHS

My commission expires: 2010/09/26




Linda Longo

Acknowledgment to First Lien Trademark Collateral Security and Pledge Agreement

SCHEDULE A

BIRKS & MAYORS INC.
IN THE UNITED STATES

Trademark	Jurisdiction	Status	Owner
A BIRKS&MAYORS COMPANY	US	PENDING – Suspension Inquiry SN. No.: 78833579 FD: 2006-03-09 RD: Next Renewal:	BIRKS & MAYORS INC.
BIRKS	US	REGISTERED SN. No.: 73184789 FD: 1978-09-06 Reg. #: 1156142 RD: 1981-06-02 Next Renewal: 2011-06-02	BIRKS & MAYORS, INC.
BIRKS & LION DESIGN 	US	REGISTERED SN. No.: 78258114 FD: 2003-06-04 Reg. # 3,446,385 RD: 2008-06-10 Next Renewal: 2018-06-10	BIRKS & MAYORS, INC.
BIRKS ARCHITECTURE	US	ALLOWED App. No.: 77/117,870 FD: 2007-02-28	BIRKS & MAYORS INC.
BIRKS BIKER CHIC	US	FILED – Suspended App. No.: 77/445,646 FD: 2008-04-10	BIRKS & MAYORS INC.
BIRKS BLUE	US	REGISTERED SN. No.: 78287448 FD: 2003-08-14 Reg. #: 2925048 RD: 2005-02-08 Next Renewal: 2015-02-08	BIRKS & MAYORS, INC.

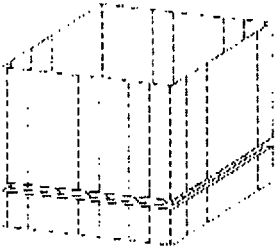
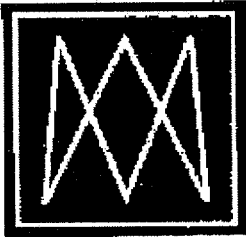
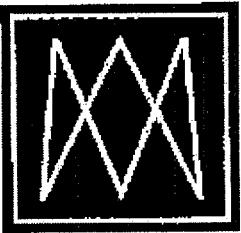
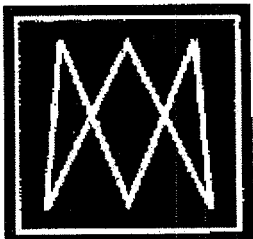
Trademark	Jurisdiction	Status	Owner
BIRKS CITIQUE	US	FILED – Suspension Letter SN. No.: 77/436,136 FD: 2008-03-31	BIRKS & MAYORS INC.
BIRKS DESTINEE	US	FORMALIZED/CREATE D – Suspension Letter Serial No.: 77/445,647 FD: 2008-04-10	BIRKS & MAYORS INC.
BIRKS GLAMOUR	US	FILED SN No: 77/117,872 FD: 2007-02-28	BIRKS & MAYORS INC.
BIRKS RIBBONS	US	FILED SN No: 77/345,704 FD: 2007-12-06	BIRKS & MAYORS INC.
BIRKS RPM	US	REGISTERED SN No: 78904728 FD: 2006-06-09 Reg. #: 3,312,301 RD: 2007-10-16 Next Renewal: 2017-10-16	BIRKS & MAYORS INC.
BIRKS RPM (and Design)	US	REGISTERED App. No.: 77/202,334 FD: 2007-06-10 Reg. No.: 3,517,431 RD: 2008-oct-14 Next Renewal: 2018-oct-14	BIRKS & MAYORS INC.
BIRKS & MAYORS	US	PENDING Suspension Inquiry SN. No.: 78833596 FD: 2006-03-09 RD: Next Renewal:	BIRKS & MAYORS INC.
CRUMPLED GOLD	US	FILED - Suspended App. No.: 77/088,253 FD: 2007-01-22	BIRKS & MAYORS INC.
HENRY BIRKS & SONS	US	To Be Filed	Birks & Mayors Inc.

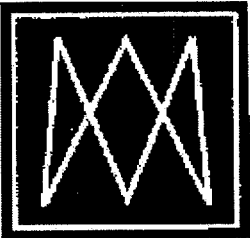
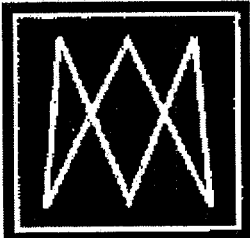
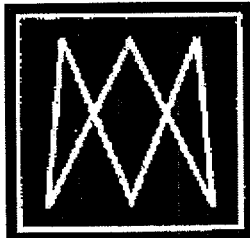

Trademark	Jurisdiction	Status	Owner
MAYORS CONGRATS POINTS	US	REGISTERED SN No.: 77/097,666 FD: 2007-02-02 Reg. #: 3446010 RD: 2008-06-10	BIRKS & MAYORS INC.
NEEDLEFISH	US	REGISTERED SN. No.: 78414122 FD: 2004-05-06 Reg. #: 3044772 RD: 2006-01-17 Next Renewal: 2016-01-17	BIRKS & MAYORS INC.
THE AMORIQUE DIAMOND	US	REGISTERED SN. No.: 78/830,004 FD: 2006-05-06 Reg. #: 3,381,850 RD: 2008-02-12 Next Renewal: 2018-02-12	BIRKS & MAYORS INC.
THE AMORIQUE DIAMOND & Design THE AMORIQUE DIAMOND	US	REGISTERED SN. No.: 78675708 FD: 2005-07-21 Reg #: 3405332 RD: 2008-04-01 Next Renewal: 2023-04-01--	BIRKS & MAYORS INC.
BIRKS AIRMASTER (DESIGN)	US	PENDING App. No.: 77530274 FD: 2008-07-24	Birks & Mayors, Inc.

JBM VENTURE CO.

Trademark	Jurisdiction	Status	Owner
BUECHE-GIROD (Stylized)	US	REGISTERED App. No.: 73/712762 FD: 1988-02-22 Reg. #: 1508071 RD: 1988-10-11 Next Renewal: 2023-10-11	JBM Venture Co.

MAYORS JEWELERS OF FLORIDA, INC.

Trademark	Jurisdiction	Status	Owner
	US	REGISTERED Reg. #: 2715142 RD: 2003-05-13 Next Renewal: 2013-05-13	MAYOR'S JEWELERS OF FLORIDA, INC.
M Design Mark 	US	CANCELLED SN. No.: 78028448 FD: 2000-09-30 Reg. #: 2490986 RD: 2001-09-18 Next Renewal: 2011-09-18	MAYOR'S JEWELERS OF FLORIDA, INC.
M Design Mark 	US	REGISTERED SN. No.: 78028446 FD: 2000-09-30 Reg. #: 2637324 RD: 2002-10-15 Next Renewal: 2012-10-15	MAYOR'S JEWELERS OF FLORIDA, INC.
M Design Mark 	US	REGISTERED SN. No.: 78028451 FD: 2000-09-30 Reg. #: 2610710 RD: 2002-08-20 Next Renewal: 2012-08-20	MAYOR'S JEWELERS OF FLORIDA, INC.

Trademark	Jurisdiction	Status	Owner
M Design Mark 	US	REGISTERED Reg. #: 2610709 RD: 2002-08-20 Next Renewal: 2012-08-20	MAYOR'S JEWELERS OF FLORIDA, INC.
M Design Mark 	US	REGISTERED Reg. #: 2610708 RD: 2002-08-20 Next Renewal: 2012-08-20	MAYOR'S JEWELERS OF FLORIDA, INC.
M Design Mark 	US	REGISTERED Reg. #: 2596048 RD: 2002-07-16 Next Renewal: 2012-07-16	MAYOR'S JEWELERS OF FLORIDA, INC.
MAYORS	US	REGISTERED Reg. #: 1490121 RD: 1988-05-31 Next Renewal: 2018-05-31	MAYOR'S JEWELERS OF FLORIDA, INC.
MAYORS MOMENT COLLECTION 	US	REGISTERED SN. No.: 76533618 FD: 2003-07-30 Reg. #: 2929450 RD: 2005-03-01 Next Renewal: 2015-03-01	MAYOR'S JEWELERS OF FLORIDA, INC.

MAYORS JEWELERS INTELLECTUAL PROPERTY HOLDING CO.

Trademark	Jurisdiction	Status	Owner
MAYOR'S	US	REGISTERED SN. No.: 73361034 FD: 1982-04-22 Reg. #: 1236663 RD: 1983-05-03 Next Renewal: 2013-05-03	MAYOR'S JEWELERS INTELLECTUAL PROPERTY HOLDING COMPANY

MAYORS JEWELERS INC.

Trademark	Jurisdiction	Status	Owner
MAYORS THE HEART OF LUXURY	US	FILED FD: 2008-08-29 SN. No.: 77/558,933	MAYOR'S JEWELERS INC.

JBM RETAIL COMPANY, INC.

NONE.

HENRY BIRKS & SONS U.S., INC.

NONE.