TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jewelry Marketing Company, LLC		03/27/2009	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	270 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3441375	LEADING DIAMOND MINES OF THE WORLD
Registration Number:	3468595	DIAMOND MINE ALLIANCE
Registration Number:	3422131	REVV
Registration Number:	3422132	REVV
Registration Number:	3122095	PASSIONSTONE
Registration Number:	3128143	DULCET DIAMONDS
Registration Number:	3293995	PATTIS BRIDAL
Serial Number:	77040399	MINE CONNECTION
Serial Number:	77040419	MINE TO MARKET DIAMOND ALLIANCE
Serial Number:	77040439	PREFERRED DIAMOND MINES OF THE WORLD
Serial Number:	77307780	FIERO
Serial Number:	77435658	AFFIANCE
Serial Number:	77435688	LUNE D'ARGENT

CH $340.00 3441375

CORRESPONDENCE DATA

Fax Number:	(212)545-3433
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.	
Phone:	212-592-1400
Email:	blevine@herrick.com
Correspondent Name:	Bruce P. Levine, Esq.
Address Line 1:	2 Park Avenue
Address Line 2:	c/o Herrick, Feinstein LLP, 20th Floor
Address Line 4:	New York, NEW YORK 10016

NAME OF SUBMITTER:	Bruce P. Levine
Signature:	/Bruce P. Levine/
Date:	04/09/2009

Total Attachments: 10
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), is entered into as of March 27, 2009 by and among JEWELRY MARKETING COMPANY, LLC, a New York limited liability company, and LJOW HOLDINGS LLC, a New York limited liability company (each a "Grantor", and collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

RECITALS

WHEREAS, the Grantors, Diamlink Inc., a New York corporation, Diamlink Jewelry Inc., a New York corporation (collectively, the "Borrowers"), the Administrative Agent, the other Loan Parties thereto and the Lenders party thereto (the "Lenders") have entered into a Credit Agreement, dated as of date hereof (as it may be amended or modified from time to time, the "Credit Agreement").

WHEREAS, each of the Grantors, the other Borrowers, and the Administrative Agent have entered into a Security Agreement, dated as of date hereof (as it may be amended or modified from time to time, the "Security Agreement") in order to induce the Lenders to enter into and extend credit to the Grantors and the other Borrowers under the Credit Agreement and to secure the Obligations (as such term is defined in the Credit Agreement).

WHEREAS, each of the Grantors have entered into this Agreement in conjunction with the grant of its security interest under the Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent, on behalf of the Lenders, and for the ratable benefit of the Lenders, as follows:

SECTION 1. Definitions.

(a) Defined Terms in the Security Agreement. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

(b) Definitions in this Agreement. The following terms, as used in this Agreement, have the following meanings:

"Goodwill" shall mean, collectively, with respect to each Grantor, the goodwill connected with such Grantor's business including all goodwill connected with (i) the use of and symbolized by any Trademark or Intellectual Property with respect to any Trademark in which such Grantor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of such Grantor's business.

"Proceeds" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" shall mean, collectively, with respect to each Grantor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors hereby pledge and grant to the Administrative Agent for the benefit of the Lenders, a lien on and security interest in and to all of such Grantor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

(a) all Trademarks listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent, on behalf of the Lenders, with respect to the security interest in the Pledged 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. In the event that any provision of this 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 termination of the commitments under the Credit Agreement and payment in full of the Obligations in cash, the Administrative Agent, on behalf of the Lenders, shall execute, acknowledge, and deliver to each of the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Agreement.

SECTION 5. Power of Attorney. Concurrently with the execution and delivery hereof, each Grantor shall execute and delivery to the Administrative Agent, for the ratable benefit of the Lenders, in the form of Exhibit A hereto, five (5) originals of a Special Power of Attorney for the implementation of the assignment, sale or other disposal of the Pledged Trademark Collateral pursuant to the Security Agreement. The Administrative Agent hereby agrees that it shall not exercise the rights granted in such Special Power of Attorney prior to an Event of Default. Each Assignor hereby releases the Administrative Agent from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Administrative Agent under the powers of

attorney granted therein, other than actions taken or omitted to be taken through the bad faith, willful misconduct or gross negligence of the Administrative Agent, as determined by a final, non-appealable order of a court of competent jurisdiction.

SECTION 6. Counterparts. This 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.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

GRANTORS:

JEWELRY MARKETING COMPANY, LLC

By: DIAMLINK JEWELRY INC.
its Sole Member

By:_____
Name: Nehal Modi
Title: Chief Executive Officer

LJOW HOLDINGS LLC

By: DIAMLINK JEWELRY INC.
its Sole Member

By:_____
Name: Nehal Modi
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED:

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:_____
Name: Michael W. Stevenson
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
JEWELRY MARKETING COMPANY, LLC	3441375	LEADING DIAMOND MINES OF THE WORLD
JEWELRY MARKETING COMPANY, LLC	3468595	DIAMOND MINE ALLIANCE
JEWELRY MARKETING COMPANY, LLC	3422131	REVV
JEWELRY MARKETING COMPANY, LLC	3422132	REVV
JEWELRY MARKETING COMPANY, LLC	3122095	PASSONSTONE
JEWELRY MARKETING COMPANY, LLC	3128143	DULCET DIAMONDS
JEWELRY MARKETING COMPANY, LLC	3293995	COLOR ME BELLA
LJOW HOLDINGS LLC	3475169	LEADING JEWLERS OF THE WORLD
LJOW HOLDINGS LLC	3475170	LEADING JEWELRS OF THE WORLD

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
LJOW HOLDINGS LLC	77205827	PREFERRED JEWELERS OF THE WORLD
LJOW HOLDINGS LLC	77205890	PREFERRED JEWELERS OF THE WORLD
JEWELRY MARKETING COMPANY, LLC	77040399	MINE CONNECTIONS
JEWELRY MARKETING COMPANY, LLC	77040419	MINE TO MARKET DIAMOND ALLIANCE
JEWELRY MARKETING COMPANY, LLC	77040439	PREFERRED DIAMOND MINES OF THE WORLD
JEWELRY MARKETING COMPANY, LLC	77307780	FIERO
JEWELRY MARKETING COMPANY, LLC	77435658	AFFIANCE
JEWELRY MARKETING COMPANY, LLC	77435688	LUNE D' ARGENT

EXHIBIT A
to
TRADEMARK SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, THAT JEWELRY MARKETING COMPANY, LLC, a New York limited liability company (hereinafter called "Assignor"), hereby appoints and constitutes JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (hereinafter called "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any trademarks, and all registrations, recordings, reissues, continuations, continuations-in-part, and extensions thereof, and all pending applications therefor, and all licenses therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Trademark Security Agreement, dated the date hereof (the "Trademark Security Agreement"), between Assignor, LJOW Holdings LLC, a New York limited liability company, and Assignee and takes effect solely for the purposes of Section 5 thereof and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" as defined in the Credit Agreement (as defined in the Trademark Security Agreement).

Dated: March ___, 2009

JEWELRY MARKETING COMPANY, LLC

By:_____
Name:
Title:

TRADEMARK
REEL: 003967 FRAME: 0874

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ____ day of March 2009 before me personally came _____, to me known, who being by me duly sworn, did depose and say that he is the _____ of JEWELRY MARKETING COMPANY, LLC, the company described in and which executed the foregoing instrument; and that he signed his name thereto by written consent of the Sole Member of said company.

_____
Notary Public

TRADEMARK
REEL: 003967 FRAME: 0875

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, THAT LJOW HOLDINGS LLC, a New York limited liability company (hereinafter called "Assignor"), hereby appoints and constitutes JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (hereinafter called "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any trademarks, and all registrations, recordings, reissues, continuations, continuations-in-part, and extensions thereof, and all pending applications therefor, and all licenses therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Trademark Security Agreement, dated the date hereof (the "Trademark Security Agreement"), between Assignor, Jewelry Marketing Company, LLC, a New York limited liability company, and Assignee and takes effect solely for the purposes of Section 5 thereof and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" as defined in the Credit Agreement (as defined in the Trademark Security Agreement).

Dated: March ___, 2009

LJOW HOLDINGS LLC

By:_____
Name:
Title:

TRADEMARK
REEL: 003967 FRAME: 0876

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ____ day of March 2009 before me personally came _____, to me known, who being by me duly sworn, did depose and say that he is the _____ of LJOW HOLDINGS LLC, the company described in and which executed the foregoing instrument; and that he signed his name thereto by written consent of the Sole Member of said company.

_____
Notary Public