

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

04/17/2009
 900131995

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of the conveyance to read a Security Interest and to remove Registration No. 3293995 and to add Registration No. 3392995 previously recorded on Reel 003967 Frame 0866. Assignor(s) hereby confirms the Security Interest.

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:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	77040399	MINE CONNECTION
Serial Number:	77040419	MINE TO MARKET DIAMOND ALLIANCE
Serial Number:	77040439	PREFERRED DIAMOND MINES OF THE WORLD
Serial Number:	77307760	FIERO
Registration Number:	3592761	AFFIANCE
Registration Number:	3581550	LUNE D'ARGENT
Registration Number:	3441375	LEADING DIAMOND MINES OF THE WORLD
Registration Number:	3468595	DIAMOND MINE ALLIANCE
Registration Number:	3422131	REVV
Registration Number:	3422182	REVV
Registration Number:	3122095	PASSIONSTONE

CH: \$340.00 77040399

700406670

TRADEMARK
 REEL: 003978 FRAME: 0167

Registration Number:	3128143	DULCET DIAMONDS
Registration Number:	3392995	COLOR ME BELLA

CORRESPONDENCE DATA

Fax Number: (121)545-3309

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: rbroder@herrick.com

Correspondent Name: Robert S. Broder

Address Line 1: 2 Park Avenue

Address Line 2: Herrick, Feinstein LLP

Address Line 4: New York, NEW YORK 10016-9301

ATTORNEY DOCKET NUMBER: 10818-0077

NAME OF SUBMITTER: Robert S. Broder

Signature: /rsb/

Date: 04/17/2009

Total Attachments: 6

source=Jewelry assign2#page1.tif

source=Jewelry assign2#page2.tif

source=Jewelry assign2#page3.tif

source=Jewelry assign2#page4.tif

source=Jewelry assign2#page5.tif

source=Jewelry assign2#page6.tif

USPTO 4/14/2009 7:11:18 AM PAGE 5/006 Fax Server
 TO: BRUCE P. LEVINE, ESQ. COMPANY: 2 PARK AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

04/09/2009
 900131445

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:	77435858	AFFIANCE	
Serial Number:	77435888	LUNE D'ARGENT	

CH \$340.00 3441375

USPTO 4/14/2009 7:11:18 AM PAGE 6/006 Fax Server
 TO: BRUCE P. LEVINE, ESQ. COMPANY: 2 PARK AVENUE

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 10018

NAME OF SUBMITTER:	Bruce P. Levine
--------------------	-----------------

Signature:	/Bruce P. Levine/
------------	-------------------

Date:	04/09/2009
-------	------------

Total Attachments: 10
 source=Trademark Security Agreement#page1.tif
 source=Trademark Security Agreement#page2.tif
 source=Trademark Security Agreement#page3.tif
 source=Trademark Security Agreement#page4.tif
 source=Trademark Security Agreement#page5.tif
 source=Trademark Security Agreement#page6.tif
 source=Trademark Security Agreement#page7.tif
 source=Trademark Security Agreement#page8.tif
 source=Trademark Security Agreement#page9.tif
 source=Trademark Security Agreement#page10.tif

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 LJOV 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 officer 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]

TRADEMARK
REEL: 003978 FRAME: 0174

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]

TRADEMARK
REEL: 003978 FRAME: 0175

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
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 JEWELERS OF THE WORLD
LJOW HOLDINGS LLC	3475170	LEADING JEWELRS OF THE WORLD

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
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