

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bijoux Turner LLC		09/22/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BT Funding Corp.		
Street Address:	68 South Service Road, Suite 120		
Internal Address:	c/o Global Securitization Services, LLC		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2761552	BIJOUX TERNER \$10	
Registration Number:	2726709	BIJOUX TERNER	
Registration Number:	2666432	BIJOUX TERNER	
Registration Number:	2680569	BIJOUX TERNER	
Registration Number:	1517908	BIJOUX TERNER	
Serial Number:	78590967	THE HANDBAG CAFÉ	
Serial Number:	77698998	BIJOUX TERNER LUXURY AT \$10	
Serial Number:	77714369	BIJOUX TERNER LUXURY AT \$10	
Serial Number:	77442706	GET MORE GIVE MORE	
Serial Number:	77442739	BIJOUX TERNER GET MORE.GIVE MORE.	
Serial Number:	75671627	THIS & THAT	
Serial Number:	77699006	BIJOUX TERNER LUXURY AT \$10	

CH \$315.00 2761552

CORRESPONDENCE DATA

Fax Number: (212)556-2222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212)556-2100
Email: nytrademarks@kslaw.com
Correspondent Name: Lisa Infield-Harm
Address Line 1: King & Spalding LLP
Address Line 2: 1185 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	05241.039103
NAME OF SUBMITTER:	Lisa Infield-Harm
Signature:	/Lisa Infield-Harm/
Date:	09/25/2009

Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 24, 2009, executed by BIJOUX TERNER LLC, a Delaware limited liability company (the "Grantor") in favor of BT FUNDING CORP., a Delaware corporation ("BT Funding"). Capitalized terms used in this Agreement shall have the meanings set forth in the Security Agreement (as defined below) unless specifically defined herein.

WITNESSETH:

WHEREAS, Grantor, BT Funding, AIA Limited, as agent for Grantor, Arcapita Investment Funding Limited, as agent for BT Funding, and SunTrust Equity Funding, LLC d/b/a SunTrust Equity Partners and Roynat Business Capital Inc., as co-administrative agents for BT Funding, are all party to that certain Subordinated Murabaha Facility Agreement, dated as of February 28, 2006 pursuant to which BT Funding has agreed to provide to Grantor financing and other financial accommodations through a deferred payment revolving purchase facility (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, referred to herein as the "Subordinated Facility Agreement");

WHEREAS, Grantor, BT Funding, AIA Limited, as agent for Grantor, Arcapita Investment Funding Limited, as agent for BT Funding, and BT WCF Limited, a Cayman Islands Exempted company with limited liability ("BTWCF"), are all party to that certain OpCo Restructure Murabaha Agreement, dated as of the date hereof pursuant to which BT Funding has agreed to provide to Grantor financing and other financial accommodations through a deferred payment revolving purchase facility (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, referred to herein as the "OpCo Restructure Murabaha Agreement");

WHEREAS, the Grantor and certain other affiliates of Grantor have entered into a Subordinated Security Agreement, dated as of February 28, 2006 (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, the "Security Agreement"), pursuant to which the Grantor has granted to BT Funding a continuing security interest in, among other things, the Intellectual Property of the Grantor, including, without limitation, (a) all of the Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Grantor now has or hereafter acquires rights and wherever located; (b) all of the Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations;

WHEREAS, OpCo has executed that certain Trademark Security Agreement dated as of February 28, 2006 in favor of BT Funding pursuant to which it grants a security interest in all of its trademarks, trademark licenses, and all products and proceeds related thereto, to BT Funding to secure OpCo's obligations to BT Funding under the Subordinated Facility Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Subordinated

OpCo Trademark Security Agreement”);

WHEREAS, it is a condition precedent to BT Funding’s obligations under the Subordinated Facility Agreement and the OpCo Restructure Murabaha Agreement that the Grantor grant to BT Funding a security interest in the Property (as defined herein); and

WHEREAS, the Grantor desires to execute this Agreement to satisfy the conditions precedent described above.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“OpCo Restructure Murabaha Agreement” means that certain Murabaha Facility Agreement dated as of September 24, 2009 by and among Grantor, BT Funding, AIA Limited, as agent for the Grantor, and Arcapita Investment Funding Limited, as agent for BT Funding.

“OpCo Restructure Murabaha Documents” means the OpCo Restructure Murabaha Agreement and any and all documents or agreements, including acknowledgments and consents with respect thereto, assignments thereof and exhibits and schedules thereto, delivered in connection with the foregoing.

“Trademark License” means any written agreement now or hereafter acquired by the Grantor or in which the Grantor has or acquires any right, title or interest and wherever located granting to the Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following now owned or hereafter acquired by the Grantor or in which the Grantor has or acquires any right, title or interest and wherever located: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges

derived therefrom and the goodwill of the business relating thereto or symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor hereby mortgages, pledges, hypothecates, sets over and conveys a security interest to BT Funding and does hereby grant to BT Funding a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following (collectively, the "Property"):

(a) each Trademark; and

(b) each Trademark License; and

(c) all products and proceeds of, and rights associated with, the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, for breach or enforcement of any Trademark License or for any injury to the goodwill associated with the use of any such Trademark, and all rights corresponding thereto throughout the world, if any, including, without limitation, with respect to any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the grant set forth above shall not be effective as a transfer of title to the Property unless and until BT Funding exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in the Property, and until such time, the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity and registration of, and the security interest granted in, such Property; provided, however, that the foregoing shall not impose an obligation on the Grantor to continue to use any of the Property in the Grantor's business to the extent that such Property is not necessary in the normal conduct of its business. The Grantor agrees not to sell or assign its interest in, or grant any sublicense under, the Property, except that the Grantor may sublicense the Property in the ordinary course of the Grantor's business but only in a manner consistent with the preservation of the current substance, validity and registration, and the security interest granted in, such Property. Upon the exercise by BT Funding of the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in the Property, the Grantor's ownership of the Property, in which a continuing security interest under this paragraph has been granted to BT Funding shall be terminated.

3. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of BT Funding in the Property with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to BT Funding under the Security Agreement. The Security Agreement (and all

rights and remedies of BT Funding) shall remain in full force and effect in accordance with its terms.

4. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of BT Funding with respect to the security interest in and collateral assignment of the Property 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.

5. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, BT Funding may, in accordance with the terms of the Security Agreement, terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, BT Funding shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, releases and other instruments as the Grantor may reasonably request (but without recourse or warranty by BT Funding) in order to evidence such termination.

6. If at any time before the termination of this Agreement in accordance with Section 5, the Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new Trademark or Trademark License. The Grantor authorizes BT Funding to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 6.

7. The Grantor further agrees that (a) BT Funding shall have no obligation or responsibility to protect, defend, file, prosecute, obtain or maintain the Property and the Grantor shall, at its own expense, protect, defend, file, prosecute, obtain and maintain the same in accordance with the terms and conditions set forth in the Security Agreement and in accordance with its prudent business judgment, (b) the Grantor shall forthwith advise BT Funding promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), BT Funding may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse BT Funding for all reasonable expenses, including attorneys' fees, incurred by BT Funding in protecting, defending and maintaining the Property.

8. Notwithstanding anything to the contrary contained in this Agreement:

(a) the Grantor acknowledges that BT Funding has granted a security interest to SunTrust Equity Funding, LLC d/b/a SunTrust Equity Partners, as collateral agent (the "Collateral Agent"), for the benefit of the holders of certain obligations of BT Funding, in, to and under all assets of BT Funding including, without limitation, this Agreement, the other Subordinated Facility Documents and the Working Capital Murabaha Facility Agreement, dated as of the Closing Date, by and among BT Funding, the Issuer, Arcapita Investment Funding Limited, as

agent for BT Funding, and SunTrust Bank, as administrative agent for BT Funding, AIA Limited, as agent for Grantor, and the Term Murabaha Facility Agreement dated as of February 28, 2006 (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time) by and among Grantor, BT Funding, AIA Limited, as agent for Grantor, Arcapita Investment Funding Limited, as agent for BT Funding, and SunTrust Bank, as administrative agent for BT Funding, (the “OpCo Facility Agreements”). Accordingly, the Grantor agrees that, in accordance with the terms of that certain Intercreditor Agreement dated as of February 28, 2006 (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time) by and among SunTrust Bank, BT Funding, Collateral Agent and Roynat Business Capital Inc.: (i) the Collateral Agent shall have all the rights, powers, privileges and remedies of BT Funding hereunder; specifically, the Grantor agrees that, upon the occurrence of an event of default under the OpCo Facility Agreement or the Subordinated Facility Agreement, the Collateral Agent may exercise any right or remedy against the Grantor provided for herein and the Grantor will not interpose as a defense that such claim should have been asserted by BT Funding; and (ii) upon the delivery by the Collateral Agent of any notice to the Grantor stating that an event of default has occurred under the OpCo Facility Agreements or the Subordinated Facility Agreement, then the Grantor will, if so requested by the Collateral Agent, treat the Collateral Agent or the Collateral Agent’s designee, as the case may be, for all purposes as BT Funding hereunder and in all respects comply with all obligations under this Agreement that are asserted by the Collateral Agent as the successor to BT Funding hereunder, irrespective of whether the Grantor has received any such notice from BT Funding.

(b) each Grantor acknowledges that BT Funding has granted a security interest to BT WCF Limited (“BTWCF”) in, to and under all assets of BT Funding including, without limitation, the OpCo Restructure Murabaha Documents. Accordingly, each Grantor agrees subject to the terms of the Senior Intercreditor Agreements, as defined in Section 11 below, that (i) BTWCF shall have all the rights, powers, privileges and remedies of BT Funding hereunder; specifically, each Grantor agrees that, upon the occurrence of an event of default under the OpCo Restructure Murabaha Agreement or the OpCo Restructure Murabaha Documents, BTWCF may exercise any right or remedy against the Grantors provided for herein and no Grantor will interpose as a defense that such claim should have been asserted by BT Funding; and (ii) upon the delivery by BTWCF of any notice to any Grantor stating that an event of default has occurred under the OpCo Restructure Murabaha Agreement or the OpCo Restructure Murabaha Documents, then such Grantor will, if so requested by BTWCF, treat BTWCF or its designee, as the case may be, for all purposes as BT Funding hereunder and in all respects comply with all obligations under this Agreement that are asserted by BTWCF as the successor to BT Funding hereunder, irrespective of whether such Grantor has received any such notice from BT Funding.

9. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

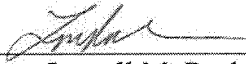
10. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

11. Agreement Subject to Subordination Agreement. Notwithstanding anything to the contrary herein, this Agreement shall in all respects be subject to the terms, provisions and agreements set forth in (i) that certain Intercreditor Agreement dated as of February 28, 2006, by and among BT Funding, LLC, SunTrust Bank, in its capacity as Administrative Agent, SunTrust Equity Funding and Roynat Business Capital, Inc., as the same may be amended, restated, supplemented and/or renewed from time to time, (ii) that certain Collateral Sharing and Intercreditor Agreement dated as of February 28, 2006, by and among BT Funding, SunTrust Equity Funding LLC and Roynat Business Capital, Inc., as the same may be amended, restated, supplemented and/or renewed from time to time, (iii) that certain Intercreditor Agreement dated as of September 24, 2009 by and among BT Funding, SunTrust Bank, in its capacity as Administrative Agent, BT WCF Limited and the other parties thereto, as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time (items (i) and (iii) collectively, the “Senior Intercreditor Agreements”), and (iv) that certain Intercreditor Agreement dated as of September 24, 2009 by and among BT Funding, SunTrust Equity Funding LLC, Roynat Business Capital, Inc. and BT WCF Limited, as the same may be amended, restated, supplemented and/or renewed from time to time.

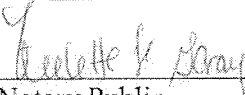
[Signatures on Following Page]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed under seal and delivered by its duly authorized officer as of the date first above written.

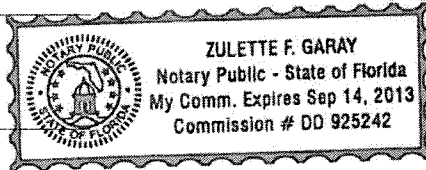
BIJOUX TERNER, LLC,
a Delaware limited liability company

By: 
Name: Lowell M. Rush
Title: VP/CFO

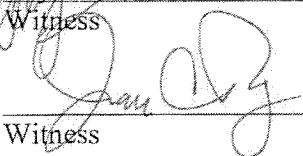
Signed, sealed and delivered
this 22 day of September, 2009


Notary Public

Sept 14, 2013
My Commission expires:




Witness


Witness