

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
BT Funding Corp.		09/24/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, 25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	85001886	B YOU	
Serial Number:	85001638	B YOU	
Serial Number:	85001632	B YOU	
Serial Number:	85001627	B YOU	
Serial Number:	85001619	B YOU	
Serial Number:	77938553	BIJOUX TERNER	
Serial Number:	77938561	BIJOUX TERNER	
Serial Number:	85001878	BIJOUX TERNER	
Serial Number:	77937514	BT	
Serial Number:	77937507	BT	
Serial Number:	77937499	BT	
Serial Number:	77937477	BT	
Serial Number:	77921645	X'EST JOLIE	
Serial Number:	77921639	X'EST JOLIE	

OP \$715.00 85001886

900159549

TRADEMARK
REEL: 004185 FRAME: 0102

Serial Number:	77921633	X'EST JOLIE
Serial Number:	77917913	DEJA VOUX
Serial Number:	77918055	DEJA VOUX
Serial Number:	77917889	DEJA VOUX
Serial Number:	77917843	DEJA VOUX
Serial Number:	77917920	VOUX
Serial Number:	77918049	VOUX
Serial Number:	77917884	VOUX
Serial Number:	77917825	VOUX
Serial Number:	77918058	X'E JOLIE
Serial Number:	77917909	X'E JOLIE
Serial Number:	77917891	X'E JOLIE
Serial Number:	77917832	X'E JOLIE
Serial Number:	85007373	X'EST JOLIE

CORRESPONDENCE DATA

Fax Number: (404)881-7777

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

Phone: 404-881-7000

Email: barbara.yates@alston.com

Correspondent Name: Laura Kees, Esq.

Address Line 1: 1201 W. Peachtree Street

Address Line 2: c/o Alston & Bird LLP

Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:	306655
NAME OF SUBMITTER:	Laura Kees
Signature:	/Laura Kees/
Date:	04/13/2010

Total Attachments: 6

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 24, 2009, executed by BT FUNDING CORP., a Delaware corporation (the "Grantor") in favor of SUNTRUST BANK, a Georgia banking corporation, as Administrative Agent (the "Administrative Agent"), for the benefit of the Senior Creditors. 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, the Grantor, the Lenders from time to time party thereto and the Administrative Agent, are all party to that certain Credit Agreement dated February 28, 2006 (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to establish a revolving credit facility and a term credit facility on behalf of the Grantor and to provide for the issuance of, and participation in, letters of credit for the account of the Grantor;

WHEREAS, the Grantor has entered into a Security Agreement, dated 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 Administrative Agent, for the benefit of the Senior Creditors 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, it is a condition precedent to the Senior Creditors' obligations under the Credit Agreement that the Grantor grant to the Administrative Agent 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):

“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 or territory 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 pledges, mortgages, hypothecates, sets over and conveys a security interest to the Administrative Agent, for the benefit of the Senior Creditors, and does hereby grant to the Administrative Agent for the benefit of the Senior Creditors, a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the Property (as defined below). For the purposes of this Agreement, Property (collectively, the “Property”) shall include the following:

(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 the Administrative Agent 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 the Administrative Agent 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 the Administrative Agent, for the benefit of the Senior Creditors, shall be terminated.

3. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Senior Creditors, 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 the Administrative Agent, for the benefit of the Senior Creditors, under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Senior Creditor thereunder) 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 the Administrative Agent 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, the Administrative Agent 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, the Administrative Agent 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 the Administrative Agent or any Senior Creditor) 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 the Administrative Agent 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) neither the Administrative Agent nor any Senior Creditor shall have any 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 the Administrative Agent 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), the Administrative Agent 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 the Administrative Agent for all reasonable expenses, including attorneys' fees, incurred by the Administrative Agent in protecting, defending and maintaining the Property.

8. 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.

9. 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.

[Signatures on Following Page]

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

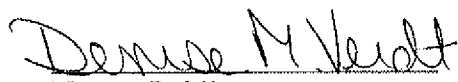
BT FUNDING CORP., a Delaware corporation

By: 

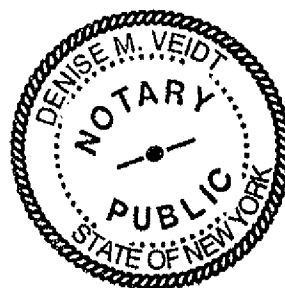
Name: Jill A. Russo

Title: Vice President

Signed, sealed and delivered
this 15th day of September, 2009

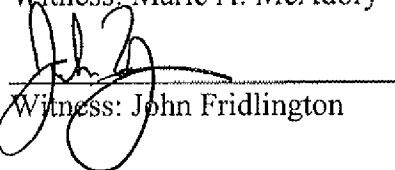

Notary Public

DENISE M. VEIDT
Notary Public, State of New York
No. 01V-6096171
Qualified in Suffolk County
Commission Expires July 28, 2011



My Commission expires:


Witness: Marie A. McAdory


Witness: John Fridlington

Schedule I

Trademarks and Trademark Applications¹

Application or Reg. No. (Serial No.)	Country	Word Mark	Filing Date	Owner of Record
85001886	US	B YOU (stylized)	03/30/2010	Bijoux Turner, LLC
85001638	US	B YOU (stylized)	03/30/2010	Bijoux Turner, LLC
85001632	US	B YOU (stylized)	03/30/2010	Bijoux Turner, LLC
85001627	US	B YOU (stylized)	03/30/2010	Bijoux Turner, LLC
85001619	US	B YOU (stylized)	03/30/2010	Bijoux Turner, LLC
77938553	US	BIJOUX TERNER	02/18/2010	Bijoux Turner, LLC
77938561	US	BIJOUX TERNER	02/18/2010	Bijoux Turner, LLC
85001878	US	BIJOUX TERNER	03/30/2010	Bijoux Turner, LLC
77937514	US	BT	02/17/2010	Bijoux Turner, LLC
77937507	US	BT	02/17/2010	Bijoux Turner, LLC
77937499	US	BT	02/17/2010	Bijoux Turner, LLC
77937477	US	BT	02/17/2010	Bijoux Turner, LLC
77921645	US	X'EST JOLIE	01/27/2010	Bijoux Turner, LLC
77921639	US	X'EST JOLIE	01/27/2010	Bijoux Turner, LLC
77921633	US	X'EST JOLIE	01/27/2010	Bijoux Turner, LLC
77917913	US	DEJA VOUX	01/22/2010	Bijoux Turner, LLC
77918055	US	DEJA VOUX	01/22/2010	Bijoux Turner, LLC
77917889	US	DEJA VOUX	01/22/2010	Bijoux Turner, LLC
77917843	US	DEJA VOUX	01/22/2010	Bijoux Turner, LLC
77917920	US	VOUX	01/22/2010	Bijoux Turner, LLC
77918049	US	VOUX	01/22/2010	Bijoux Turner, LLC
77917884	US	VOUX	01/22/2010	Bijoux Turner, LLC
77917825	US	VOUX	01/22/2010	Bijoux Turner, LLC
77918058	US	X'E JOLIE	01/22/2010	Bijoux Turner, LLC
77917909	US	X'E JOLIE	01/22/2010	Bijoux Turner, LLC
77917891	US	X'E JOLIE	01/22/2010	Bijoux Turner, LLC
77917832	US	X'E JOLIE	01/22/2010	Bijoux Turner, LLC
85007373	US	X'EST JOLIE	04/06/2010	Bijoux Turner, LLC

¹ Additional Marks to be included as of April 2010
LEGAL02/31510985v3