

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
Zale Delaware, Inc.		05/10/2010	CORPORATION: DELAWARE
Zale Corporation		05/10/2010	CORPORATION: DELAWARE
ZGCO, LLC		05/10/2010	LIMITED LIABILITY COMPANY: VIRGINIA
TXDC, L.P.		05/10/2010	LIMITED PARTNERSHIP: TEXAS
Zale Puerto Rico, Inc.		05/10/2010	Profit Corporation: PUERTO RICO
Zale Canada Co.		05/10/2010	Unlimited Company: NOVA SCOTIA
ZAP, Inc.		05/10/2010	CORPORATION: DELAWARE
ZCSC, LLC		05/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
Zale International, Inc.		05/10/2010	CORPORATION: DELAWARE
Zale Employees' Child Care Association, Inc.		05/10/2010	CORPORATION: TEXAS
Zale Canada Finco, LLC		05/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 Federal Street		
Internal Address:	9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02215		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 72			
Property Type	Number	Word Mark	

CH \$1815.00 3063698

900163054

TRADEMARK
REEL: 004212 FRAME: 0870

Registration Number:	3063698	100 YEARS OF LOVE
Registration Number:	3114058	BE BRILLIANT
Registration Number:	3085547	BE BRILLIANT
Registration Number:	3447069	BELLY ICING
Registration Number:	2929410	BODY BY PAGODA
Registration Number:	2436208	BRILLIANT BUY
Registration Number:	3025181	BRILLIANT BUY
Registration Number:	3455127	CELEBRATING RELATIONSHIPS SINCE 1905
Registration Number:	3412788	CELEBRATION DIAMOND
Registration Number:	1134849	CORRIGAN'S
Registration Number:	1338341	DIAMOND CARD
Registration Number:	3562705	EVERY BODY DESERVES A LITTLE ICING
Registration Number:	2208503	EVERY DAY IS SOMEONE'S BIRTHDAY AT ZALES
Registration Number:	1637242	GORDON'S
Registration Number:	1637241	GORDON'S JEWELERS
Registration Number:	1645647	GORDON'S JOYEROS
Registration Number:	3026017	GORDON'S LASERGUARD PROTECTION
Registration Number:	3077213	GOT GOLD? GET THREADS!
Registration Number:	2446010	HINT, HINT. . .
Registration Number:	3770845	LINZ AWARD
Registration Number:	3565444	LOVE ROCKS BY JAGS
Registration Number:	3454770	M.Y. BEADS MAKE IT YOURS
Registration Number:	2944606	MAKING MOMENTS LAST A LIFETIME
Registration Number:	1247023	Z
Registration Number:	2990093	
Registration Number:	2875350	MY IDEAL
Registration Number:	2142398	PGDA
Registration Number:	2740056	PIERCING PAGODA
Registration Number:	1641670	PIERCING PAGODA
Registration Number:	3012806	PIERCING PAGODA+
Registration Number:	3390135	QUALITY TRUST EXPERTISE
Registration Number:	765477	RING OF LIFE
Registration Number:	3370839	ROMANTIC CREATION
Registration Number:	3374374	ROMANTIC CREATION INSPIRED BY LOVE . CREATED BY YOU.

Registration Number:	2071655	SILVER & GOLD CONNECTION
Registration Number:	2835139	THE GORDON'S DIAMOND
Registration Number:	2581578	THE ZALES DIAMOND
Registration Number:	3436856	TIMECHANGE
Registration Number:	3432046	TOTALLY PAGODA
Registration Number:	3025182	UNA COMPRA BRILLANTE
Registration Number:	3346252	WHEN YOU'VE GOT THE PERFECT GIFT YOU KNOW IT
Registration Number:	1364390	ZALES
Registration Number:	2068743	ZALES
Registration Number:	2133109	ZALES
Registration Number:	1351098	ZALES
Registration Number:	720467	ZALES
Registration Number:	3446182	ZALES COMPANY STORE
Registration Number:	2274924	ZALES HOLIDAY BEAR
Registration Number:	2941301	ZALES LA JOYERIA DE DIAMANTES
Registration Number:	2662867	ZALES OUTLET
Registration Number:	2309877	ZALES SIGNATURE COLLECTION
Registration Number:	2774796	ZALES THE DIAMOND STORE
Registration Number:	1050371	ZALES THE DIAMOND STORE
Registration Number:	2985968	ZP
Registration Number:	2296939	ZALES THE DIAMOND STORE OUTLET
Serial Number:	77933325	AMERICA'S DIAMOND STORE
Serial Number:	77787441	BRILLIANT VALUE
Serial Number:	77787445	C
Serial Number:	77259071	CELEBRATE HER FOREVER
Serial Number:	77259081	CELEBRATE HER FOREVER
Serial Number:	77846886	DELICIOUSLY YOURS
Serial Number:	77741001	ECOLOGIE
Serial Number:	77830594	ECOLOGIE
Serial Number:	77740999	ECOLOGIE
Serial Number:	77572085	ECOLOGY
Serial Number:	77572081	ECOLOGY
Serial Number:	85012836	GET INSPIRED
Serial Number:	77832411	
Serial Number:	77823936	SAY I LOVE YOU LIKE NEVER BEFORE

Serial Number:	77823903	THIS HOLIDAY SAY I LOVE YOU LIKE NEVER BEFORE
Serial Number:	77823944	WISH UPON A DIAMOND
Serial Number:	77485388	Z-OSK

CORRESPONDENCE DATA

Fax Number: (703)415-1557

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

Phone: 703-415-1555

Email: mail@specializedpatent.com

Correspondent Name: Christopher E. Kondracki

Address Line 1: 1501 Wilson Boulevard

Address Line 2: Suite 510

Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	1005806
-------------------------	---------

NAME OF SUBMITTER:	Christopher E. Kondracki
--------------------	--------------------------

Signature:	/Christopher E. Kondracki/
------------	----------------------------

Date:	05/25/2010
-------	------------

Total Attachments: 26

source=Zale#page1.tif
source=Zale#page2.tif
source=Zale#page3.tif
source=Zale#page4.tif
source=Zale#page5.tif
source=Zale#page6.tif
source=Zale#page7.tif
source=Zale#page8.tif
source=Zale#page9.tif
source=Zale#page10.tif
source=Zale#page11.tif
source=Zale#page12.tif
source=Zale#page13.tif
source=Zale#page14.tif
source=Zale#page15.tif
source=Zale#page16.tif
source=Zale#page17.tif
source=Zale#page18.tif
source=Zale#page19.tif
source=Zale#page20.tif
source=Zale#page21.tif
source=Zale#page22.tif
source=Zale#page23.tif
source=Zale#page24.tif
source=Zale#page25.tif
source=Zale#page26.tif

PATENT AND TRADEMARK SECURITY AGREEMENT
(this "Agreement") dated as of May 10, 2010, by and among each of each of the entities listed on Schedule I attached hereto, each with a place of business at 901 W. Walnut Hill Lane, Irving, TX 75038 (each, individually, a "Grantor", and collectively, the "Grantors") and Bank of America, N.A., a national association with offices at 100 Federal Street, 9th Floor, Boston, MA 02215, in its capacity as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

Reference is made to (a) the Amended and Restated Credit Agreement dated as of May 10, 2010 (as such may be amended, modified, supplemented or restated from time to time, the "Credit Agreement") by and between, among others (i) Zale Corporation and certain of its Subsidiaries party thereto, as Borrowers (the "Borrowers"), (ii) the Facility Guarantors party thereto, (iii) the Lenders party thereto and (iv) Bank of America, N.A., as Administrative Agent and Collateral Agent and (b) the Amended and Restated Security Agreement dated as of May 10, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or Security Agreement, as applicable. The rules of interpretation specified in Section 1.2 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral");

(a)(i) any and all patents and patent applications, including those listed on Schedule II; (ii) all inventions and improvements described and claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past, present and future infringements thereof; (v) all rights to sue for past, present and future infringements thereof; and (vi) all rights corresponding to any of the foregoing; and

(b)(i) all trademarks (including service marks), trade names, trade dress, trade styles and other source indicators, including those listed on Schedule III, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (in each case, other than those subject to the laws of Canada); (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including damages, claims and payments for past and future infringements thereof; (v) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and the Intercreditor Agreement constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic image scan transmission (e.g., "pdf" or "tif" via e-mail) shall be as effective as delivery of a manually executed counterpart of this Agreement.


SECTION 5. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT AND THE SECURED OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Page Follows]

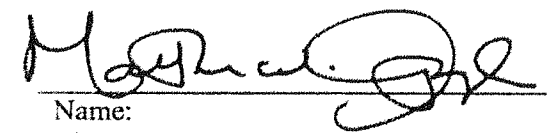
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

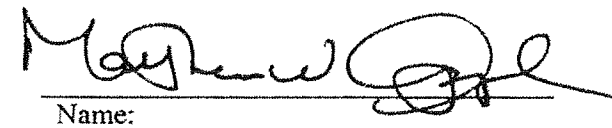
ZALE DELAWARE, INC.

by 
Name:
Title:

ZALE CORPORATION

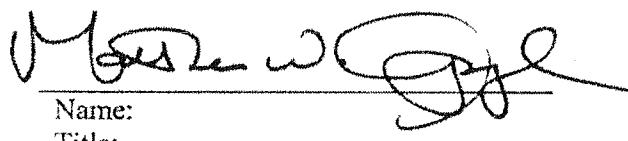
by 
Name:
Title:

ZGCO, LLC

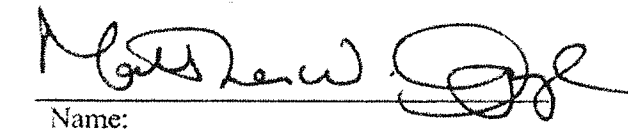
by 
Name:
Title:

TXDC, L.P.

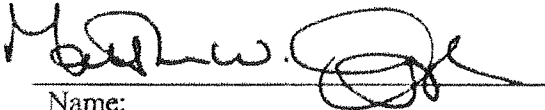
by ZALE DELAWARE, INC., its general partner

by 
Name:
Title:

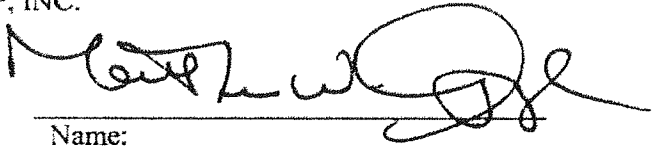
ZALE PUERTO RICO, INC.

by 
Name:
Title:

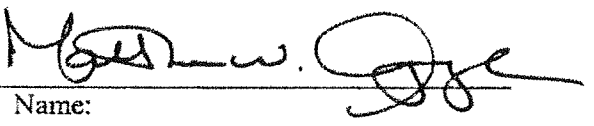
ZALE CANADA CO.

by 
Name:
Title:

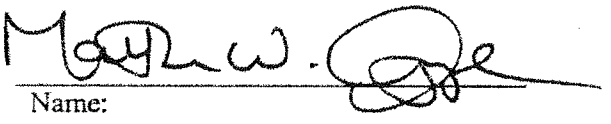
ZAP, INC.

by 
Name:
Title:

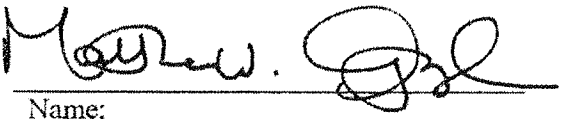
ZCSC, LLC

by 
Name:
Title:

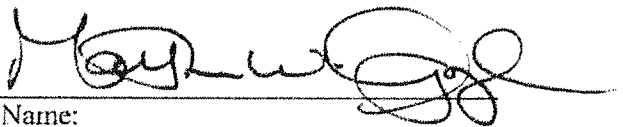
ZALE INTERNATIONAL, INC.

by 
Name:
Title:


ZALE EMPLOYEES' CHILD CARE
ASSOCIATION, INC.

by 
Name:
Title:

ZALE CANADA FINCO, LLC

by 
Name:
Title:

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

By: 
Name: Andy Ceruss;
Title: SVP

Grantors

Grantor	State of Jurisdiction	Type of Entity
Zale Corporation	Delaware	Corporation
Zale Delaware, Inc.	Delaware	Corporation
Zale Puerto Rico, Inc.	Puerto Rico	Profit Corporation
ZGCO, LLC	Virginia	LLC
TXDC, L.P.	Texas	Limited Partnership
Zale Canada Co.	Nova Scotia	Unlimited Company
Zale Canada Finco, LLC	Delaware	LLC
Zale International, Inc.	Delaware	Corporation
Zale Employees' Child Care Association, Inc.	Texas	Corporation
ZAP, Inc.	Delaware	Corporation
ZCSC, LLC	Delaware	LLC

Patents

<u>OWNER</u>	<u>COUNTRY</u>	<u>TYPE</u>	<u>APP. NO. REG. NO.</u>	<u>EXPIRATION DATE</u>
ZALE CANADA CO.	U.S.	DESIGN PATENT	29/232,112 D528460	9/19/2020
TXDC, L.P.	U.S.	DESIGN PATENT	29/292,886 D581828	12/2/2022
TXDC, L.P.	CANADA	DESIGN PATENT	125,571	11/25/2018

Trademark Applications

OWNER	COUNTRY	MARK	APP. NO.
TXDC, L.P.	U.S.	AMERICA'S DIAMOND STORE	77/933,325
TXDC, L.P.	U.S.	BRILLIANT VALUE	77/787,441
TXDC, L.P.	U.S.	C & Design	77/787,445
TXDC, L.P.	U.S.	CELEBRATE HER FOREVER	77/259,071 77/259,081
TXDC, L.P.	U.S.	DELICIOUSLY YOURS	77/846,886
TXDC, L.P.	U.S.	ECOLOGIE	77/741,001
TXDC, L.P.	U.S.	ECOLOGIE & Design (w/ Butterfly)	77/830,594
TXDC, L.P.	U.S.	ECOLOGIE	77/740,999
TXDC, L.P.	U.S.	ECOLOGY	77/572,085 77/572,081
TXDC, L.P.	U.S.	GET INSPIRED	85/012,836
TXDC, L.P.	U.S.	Miscellaneous Design (Ecologie Butterfly Design)	77/832,411
TXDC, L.P.	U.S.	SAY I LOVE YOU LIKE NEVER BEFORE	77/823,936
TXDC, L.P.	U.S.	THIS HOLIDAY SAY I LOVE YOU LIKE NEVER BEFORE	77/823,903
TXDC, L.P.	U.S.	WISH UPON A DIAMOND	77/823,944
TXDC, L.P.	U.S.	Z-OSK	77/485,388
TXDC, L.P.	PUERTO RICO	BE BRILLIANT	66234 66,224
TXDC, L.P.	Canada	Z-OSK	1,404,230

Trademarks

<u>OWNER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>EXPIRATION DATE</u>
TXDC, L.P.	U.S.	100 YEARS OF LOVE	3,063,698	2/28/2016
TXDC, L.P.	U.S.	BE BRILLIANT	3,114,058	7/11/2016
			3,085,547	4/25/2016
TXDC, L.P.	U.S.	BELLY ICING	3,447,069	6/10/2018
TXDC, L.P.	U.S.	BODY BY PAGODA	2,929,410	3/1/2015
TXDC, L.P.	U.S.	BRILLIANT BUY & Design	2,436,208	3/20/2011
TXDC, L.P.	U.S.	BRILLIANT BUY (WORD MARK)	3,025,181	12/13/2015
TXDC, L.P.	U.S.	CELEBRATING RELATIONSHIPS SINCE 1905	3,455,127	6/24/2018
TXDC, L.P.	U.S.	CELEBRATION DIAMOND	3,412,788	4/15/2018
TXDC, L.P.	U.S.	CORRIGAN'S	1,134,849	5/6/2010
TXDC, L.P.	U.S.	DIAMOND CARD	1,338,341	5/28/2015
TXDC, L.P.	U.S.	EVERY BODY DESERVES A LITTLE ICING	3,562,705	1/13/2019
TXDC, L.P.	U.S.	EVERY DAY IS SOMEONE'S BIRTHDAY AT ZALES	2,208,503	12/8/2018
TXDC, L.P.	U.S.	GORDON'S	1,637,242	3/5/2011
TXDC, L.P.	U.S.	GORDON'S JEWELERS	1,637,241	3/5/2011
TXDC, L.P.	U.S.	GORDON'S JOYEROS	1,645,647	5/1/2011
TXDC, L.P.	U.S.	GORDON'S LASERGUARD PROTECTION	3,026,017	12/13/2015
TXDC, L.P.	U.S.	GOT GOLD? GET THREADS!	3,077,213	4/4/2016
TXDC, L.P.	U.S.	HINT, HINT...	2,446,010	4/24/2011
TXDC, L.P.	U.S.	LINZ AWARD	3,770,845	4/6/2020
TXDC, L.P.	U.S.	LOVE ROCKS BY JAGS & Design	3,565,444	1/20/2019
TXDC, L.P.	U.S.	M.Y. BEADS MAKE IT YOURS	3,454,770	6/24/2018
TXDC, L.P.	U.S.	MAKING MOMENTS LAST A LIFETIME	2,944,606	4/26/2015
TXDC, L.P.	U.S.	MISC. DESIGN (FLYING Z)	1,247,023	8/2/2013
TXDC, L.P.	U.S.	MISC. DESIGN (FLYING Z)	2,990,093	8/30/2015

Schedule III

<u>OWNER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>EXPIRATION DATE</u>
TXDC, L.P.	U.S.	MY IDEAL	2,875,350	8/17/2014
TXDC, L.P.	U.S.	PGDA	2,142,398	3/10/2018
TXDC, L.P.	U.S.	PIERCING PAGODA	2,740,056	7/22/2013
TXDC, L.P.	U.S.	PIERCING PAGODA & Design	1,641,670	4/16/2011
TXDC, L.P.	U.S.	PIERCING PAGODA+	3,012,806	11/8/2011
TXDC, L.P.	U.S.	QUALITY TRUST EXPERTISE & Design	3,390,135	2/26/2018
TXDC, L.P.	U.S.	RING OF LIFE	765,477	2/25/2014
TXDC, L.P.	U.S.	ROMANTIC CREATION	3,370,839	1/15/2018
TXDC, L.P.	U.S.	ROMANTIC CREATION. INSPIRED BY LOVE...CREATED BY YOU	3,374,374	1/22/2018
TXDC, L.P.	U.S.	SILVER & GOLD CONNECTION	2,071,655	6/17/2017
TXDC, L.P.	U.S.	THE GORDON'S DIAMOND	2,835,139	4/20/2014
TXDC, L.P.	U.S.	THE ZALES DIAMOND	2,581,578	6/18/2012
TXDC, L.P.	U.S.	TIMECHANGE	3,436,856	5/27/2018
TXDC, L.P.	U.S.	TOTALLY PAGODA	3,432,046	5/20/2018
TXDC, L.P.	U.S.	UNA COMPRA BRILLANTE	3,025,182	12/13/2015
TXDC, L.P.	U.S.	WHEN YOU'VE GOT THE PERFECT GIFT YOU KNOW IT	3,346,252	11/27/2017
TXDC, L.P.	U.S.	ZALES	1,364,390	10/8/2015
TXDC, L.P.	U.S.	ZALES	2,068,743	6/10/2017
TXDC, L.P.	U.S.	ZALES	2,133,109	1/27/2018
TXDC, L.P.	U.S.	ZALES	1,351,098	7/23/2015
TXDC, L.P.	U.S.	ZALES	720,467	8/22/2011
TXDC, L.P.	U.S.	ZALES COMPANY STORE	3,446,182	6/10/2018
TXDC, L.P.	U.S.	ZALES HOLIDAY BEAR	2,274,924	8/31/2019
TXDC, L.P.	U.S.	ZALES LA JOYERIA DE DIAMANTES	2,941,301	4/19/2015
TXDC, L.P.	U.S.	ZALES OUTLET	2,662,867	12/17/2012
TXDC, L.P.	U.S.	ZALES SIGNATURE COLLECTION	2,309,877	1/18/2020
TXDC, L.P.	U.S.	ZALES THE DIAMOND STORE	2,774,796	10/21/2013
TXDC, L.P.	U.S.	ZALES THE DIAMOND STORE (STYLIZED)	1,050,371	10/12/2016

Schedule III

<u>OWNER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>EXPIRATION DATE</u>
TXDC, L.P.	U.S.	ZP	2,985,968	8/16/2015
TXDC, L.P.	U.S.	ZALES THE DIAMOND STORE OUTLET	2,296,939	11/30/2019
ZALE DELAWARE, INC.	AUSTRIA	ZALE	133,891	12/31/2010
ZALE DELAWARE, INC.	JAPAN	ZALES	2,380,607	2/28/2012
ZALE DELAWARE, INC.	JAPAN	ZALE (JAPANESE ZE-E-RU)	2,420,846	6/30/2012
ZALE DELAWARE, INC.	JAPAN	ZALES (JAPANESE ZE-E-RU-SU)	2,461,561	9/30/2012
ZALE DELAWARE, INC.	JAPAN	GORDON'S	2,467,375	10/30/2012
ZALE DELAWARE, INC.	JAPAN	ZALES JEWELERS	2,475,284	11/30/2012
ZALE DELAWARE, INC.	JAPAN	ZALES (stylized)	2,504,959	2/26/2013
ZALE DELAWARE, INC.	JAPAN	ZALES (JAPANESE ZE-E-RU-SU)	2,504,960	2/26/2013
ZALE DELAWARE, INC.	JAPAN	ZALES	2,504,961	2/26/2013
ZALE DELAWARE, INC.	JAPAN	ZALES JEWELERS	2,504,966	2/26/2013
ZALE DELAWARE, INC.	JAPAN	ZALES JEWELERS	2,513,620	3/31/2013
ZALE DELAWARE, INC.	JAPAN	ZALE (JAPANESE ZE-E-RU)	2,522,379	3/31/2013
ZALE DELAWARE, INC.	JAPAN	ZALES (stylized)	2,539,748	5/31/2013

Schedule III

<u>OWNER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>EXPIRATION DATE</u>
ZALE DELAWARE, INC.	JAPAN	ZALES JEWELERS	2,544,108	6/30/2013
ZALE DELAWARE, INC.	JAPAN	GORDON'S	2,548,999	6/30/2013
ZALE DELAWARE, INC.	JAPAN	MISC DESIGN (FLYING Z)	2,561,127	7/30/2013
ZALE DELAWARE, INC.	JAPAN	ZALES	4,217,358	12/4/2018
ZALE DELAWARE, INC.	MEXICO	ZALES	543,693	1/30/2017
ZALE DELAWARE, INC.	MEXICO	GORDON'S	543,694	1/30/2017
ZALE DELAWARE, INC.	NETHERLANDS ANTILLES	ZALES	9,261	1/30/2013
ZALE DELAWARE, INC.	SWITZERLAND	ZALES (stylized)	340,745	6/17/2015
ZALE DELAWARE, INC.	SWITZERLAND	ZALES	341,501	8/20/2015
ZALE DELAWARE, INC.	SWITZERLAND	BAYLOR	391,697	1/4/2011
ZALE DELAWARE, INC.	U.K.	ZALE	872,517	12/1/2019
ZALE DELAWARE, INC.	U.K.	ZALES	2,122,816	2/5/2017
ZALE DELAWARE, INC.	U.K.	ZALES	2,137,721	6/30/2017

Schedule III

<u>OWNER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>EXPIRATION DATE</u>
ZALE DELAWARE, INC.	U.K.	ZALES THE DIAMOND STORE	2,210,167	9/30/2019
TXDC, L.P.	CANADA	PIERCING PAGODA	633,081	2/17/20
TXDC, L.P.	CANADA	SILVER & GOLD CONNECTION	620,487	9/23/19
TXDC, L.P.	CANADA	ZALES	701,820	11/27/22
TXDC, L.P.	CANADA	ZALES	213,525	4/30/21
TXDC, L.P.	CANADA	ZALES	626,905	11/26/19
TXDC, L.P.	CANADA	ZALES & Design	626,731	11/25/19
TXDC, L.P.	CANADA	ZALES THE DIAMOND STORE OUTLET	627,184	12/1/19
TXDC, L.P.	CANADA	ZC	653,557	11/25/20

Schedule III

<u>OWNER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>EXPIRATION DATE</u>
TXDC, L.P.	CANADA	ZCDS	645,341	8/4/20
ZALE DELAWARE, INC.	CANADA	BRILLIANT BUY & Design	558,353	2/22/2017
ZALE DELAWARE, INC.	CANADA	GORDON'S	583,119	6/5/2018
ZALE DELAWARE, INC.	CANADA	GORDON'S JEWELERS	583,128	6/5/2018
ZALE DELAWARE, INC.	CANADA	ZALES	508,167	2/19/14
ZALE DELAWARE, INC.	CANADA	ZALES THE DIAMOND STORE design	583,129	5/5/18

1217589.4

COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of May 10, 2010, by and among each of each of the entities listed on Schedule I attached hereto, each with a place of business at 901 W. Walnut Hill Lane, Irving, TX 75038 (each, individually, a "Grantor", and collectively, the "Grantors") and Bank of America, N.A., a national association with offices at 100 Federal Street, 9th Floor, Boston, MA 02215, in its capacity as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

Reference is made to (a) the Amended and Restated Credit Agreement dated as of May 10, 2010 (as such may be amended, modified, supplemented or restated from time to time, the "Credit Agreement") by and between, among others (i) Zale Corporation and certain of its Subsidiaries party thereto, as Borrowers (the "Borrowers"), (ii) the Facility Guarantors party thereto, (iii) the Lenders party thereto and (iv) Bank of America, N.A., as Administrative Agent and Collateral Agent, and (b) the Amended and Restated Security Agreement dated as of May 10, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or Security Agreement, as applicable. The rules of interpretation specified in Section 1.2 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Copyright Collateral"):

(a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, including those listed on Schedule II (b) all extensions and renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including damages or payments for past, present or future infringements for any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Copyright Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and the Intercreditor Agreement constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic image scan transmission (e.g., "pdf" or "tif" via e-mail) shall be as effective as delivery of a manually executed counterpart of this Agreement.


SECTION 5. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT AND THE SECURED OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Pages Follow]

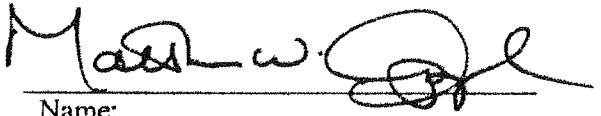
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

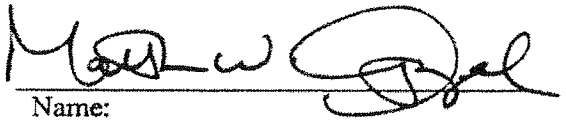
ZALE DELAWARE, INC.

by 
Name:
Title:

ZALE CORPORATION

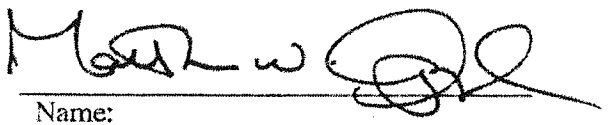
by 
Name:
Title:

ZGCO, LLC

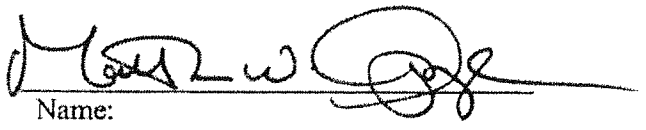
by 
Name:
Title:

TXDC, L.P.

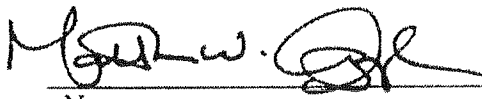
by ZALE DELAWARE, INC., its general partner

by 
Name:
Title:

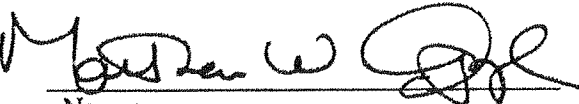
ZALE PUERTO RICO, INC.

by 
Name:
Title:

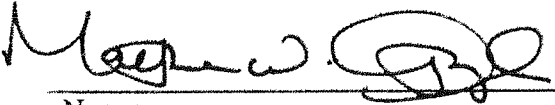
ZAP, INC.

by 
Name:
Title:

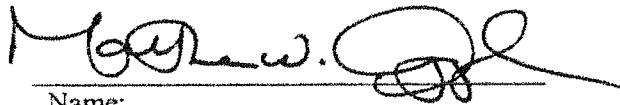
ZCSC, LLC

by 
Name:
Title:

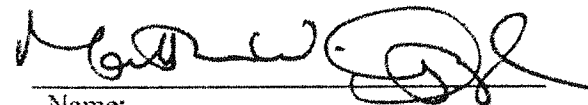
ZALE INTERNATIONAL, INC.

by 
Name:
Title:


ZALE EMPLOYEES' CHILD CARE
ASSOCIATION, INC.

by 
Name:
Title:

ZALE CANADA FINCO, LLC

by 
Name:
Title:

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

By: 
Name: Andy Cernesi
Title: SVP

Schedule I

Grantor	State of Jurisdiction	Type of Entity
Zale Corporation	Delaware	Corporation
Zale Delaware, Inc.	Delaware	Corporation
Zale Puerto Rico, Inc.	Puerto Rico	Profit Corporation
ZGCO, LLC	Virginia	LLC
TXDC, L.P.	Texas	Limited Partnership
Zale Canada Finco, LLC	Delaware	LLC
Zale International, Inc.	Delaware	Corporation
Zale Employees' Child Care Association, Inc.	Texas	Corporation
ZAP, Inc.	Delaware	Corporation
ZCSC, LLC	Delaware	LLC

Copyrights

<u>OWNER</u>	<u>COUNTRY</u>	<u>TITLE</u>	<u>REG. NO.</u>
ZALE DELAWARE, INC.	U.S.	Song "Zale's Diamonds are for everyone"	EP 202042
ZALE DELAWARE, INC.	U.S.	Cavalcade of Time, a Visual History of Watches	A 130402
ZALE DELAWARE, INC.	U.S.	A Loaf of Bread and Jug of Wine and Thou	GP 71810
ZALE DELAWARE, INC.	U.S.	Zales makes the Earthshine : Zales national convention, Los Angeles, 1979.	SRu000006763
ZALE DELAWARE, INC.	U.S.	Zale's--M O R : full sing.	SR0000014819
ZALE DELAWARE, INC.	U.S.	Earth.	PA0000056773
ZALE DELAWARE, INC.	U.S.	Hands.	PA0000056772
ZALE DELAWARE, INC.	U.S.	Horizon.	PA0000056774
ZALE DELAWARE, INC.	U.S.	Zale's Puerto Rico music.	SR0000014831
ZALE DELAWARE, INC.	U.S.	Silver flatware estimation.	TX0000533289
ZALE DELAWARE, INC.	U.S.	Zale advisory and replacement services.	TXu000057103
ZALE DELAWARE, INC.	U.S.	Zale's Jewelry--disco full sing.	SR0000023393
ZALE DELAWARE, INC.	U.S.	Zale's Jewelry--Spanish instrumental.	SR0000023394
ZALE DELAWARE, INC.	U.S.	Agenda field trainer S-E-L-L seminar.	TXu000122422
ZALE DELAWARE, INC.	U.S.	How to use interactive video (interactive) / produced by the Zale Video Network ; director, G. Lysa Ausmus.	PAu000730512
ZALE DELAWARE, INC.	U.S.	Managerial pursuit game.	TXu000185695
ZALE DELAWARE, INC.	U.S.	Performance plus (interactive) / produced by the Zale Video Network ; produced by Barbara Haley.	PAu000718233
ZALE DELAWARE, INC.	U.S.	S-E-L-L game : S-E-L-L card game.	TXu000185696
ZALE DELAWARE, INC.	U.S.	Sales magic / producer, Corporate Media.	PAu000730511

<u>OWNER</u>	<u>COUNTRY</u>	<u>TITLE</u>	<u>REG. NO.</u>
ZALE DELAWARE, INC.	U.S.	Scheduling success / produced by The Zale Video Network ; producer, Susan Lewis ; director, G. Lysa Ausmus.	PAu000704212
ZALE DELAWARE, INC.	U.S.	Winning edge / executive producers, Nancy Kelly, Susan Lewis, Lysa Ausmus.	PAu000680064
ZALE DELAWARE, INC.	U.S.	[Property development management information systems]	TXu000260586
ZALE DELAWARE, INC.	U.S.	AS520200 / author, Jesse Lee.	TXu000334508
ZALE DELAWARE, INC.	U.S.	AS520210 / author, Joseph Lee.	TXu000334589
ZALE DELAWARE, INC.	U.S.	AS520220 / author, Jesse Villanueva.	TXu000334590
ZALE DELAWARE, INC.	U.S.	AS520230 / author, Joseph J. Lee.	TXu000334593
ZALE DELAWARE, INC.	U.S.	AS520240 / author, Joseph Lee.	TXu000334594
ZALE DELAWARE, INC.	U.S.	AS520250 / author, Joseph Lee.	TXu000334595
ZALE DELAWARE, INC.	U.S.	AS520260.	TXu000336955
ZALE DELAWARE, INC.	U.S.	AS520270.	TXu000336954
ZALE DELAWARE, INC.	U.S.	AS520280 / author, Joseph Lee.	TXu000334516
ZALE DELAWARE, INC.	U.S.	AS520290 / author, Joseph Lee.	TXu000334517
ZALE DELAWARE, INC.	U.S.	AS520300 / author, Joseph Lee.	TXu000334518
ZALE DELAWARE, INC.	U.S.	AS520310 / author, Joseph Lee.	TXu000334519
ZALE DELAWARE, INC.	U.S.	AS520320 / author, Joseph Lee.	TXu000334520
ZALE DELAWARE, INC.	U.S.	AS520330 / author, Joseph Lee.	TXu000334521
ZALE DELAWARE, INC.	U.S.	AS520460 / author, Jesse Villanueva.	TXu000334511
ZALE DELAWARE, INC.	U.S.	AS520470 / author, Joseph Lee.	TXu000334512
ZALE DELAWARE, INC.	U.S.	AS520480 / author, Joseph J. Lee.	TXu000334513

<u>OWNER</u>	<u>COUNTRY</u>	<u>TITLE</u>	<u>REG. NO.</u>
ZALE DELAWARE, INC.	U.S.	AS520490 / author, Nancee Chester.	TXu000334514
ZALE DELAWARE, INC.	U.S.	AS520500 / author, Joseph Lee.	TXu000334515
ZALE DELAWARE, INC.	U.S.	AS520520 / author, Joseph J. Lee.	TXu000334496
ZALE DELAWARE, INC.	U.S.	AS520530 / author, Joseph J. Lee.	TXu000334497
ZALE DELAWARE, INC.	U.S.	AS520540 / author, Joseph Lee.	TXu000334556
ZALE DELAWARE, INC.	U.S.	AS520550 / author, Joseph J. Lee.	TXu000334498
ZALE DELAWARE, INC.	U.S.	AS520560 / author, Jesse Villanueva.	TXu000334531
ZALE DELAWARE, INC.	U.S.	AS520570 / author, Jesse Villanueva.	TXu000334568
ZALE DELAWARE, INC.	U.S.	AS550001 / author, Timothy J. Watson.	TXu000334555
ZALE DELAWARE, INC.	U.S.	AS550002 / author, Timothy J. Watson.	TXu000334554
ZALE DELAWARE, INC.	U.S.	AS550003 / author, Timothy J. Watson.	TXu000334553
ZALE DELAWARE, INC.	U.S.	AS550050 / author, David M. Harrington.	TXu000334552
ZALE DELAWARE, INC.	U.S.	AS550053.	TXu000334551
ZALE DELAWARE, INC.	U.S.	AS550055 / author, David M. Harrington.	TXu000334548
ZALE DELAWARE, INC.	U.S.	AS550060 / author, David M. Harrington.	TXu000334547
ZALE DELAWARE, INC.	U.S.	AS550100 / author, Ginger Horne.	TXu000334546
ZALE DELAWARE, INC.	U.S.	AS550120 / author, Nancee Chester.	TXu000334549
ZALE DELAWARE, INC.	U.S.	AS550121 / author, Nancee Chester.	TXu000334550
ZALE DELAWARE, INC.	U.S.	AS550123 / author, Nancee Chester.	TXu000334587
ZALE DELAWARE, INC.	U.S.	AS550124 / author, Nancee Chester ; rewritten by Joan Duncan.	TXu000334586
ZALE DELAWARE, INC.	U.S.	AS550126 / author, Nancee Chester.	TXu000334585
ZALE DELAWARE, INC.	U.S.	AS550127 / author, David M. Harrington.	TXu000334584

<u>OWNER</u>	<u>COUNTRY</u>	<u>TITLE</u>	<u>REG. NO.</u>
ZALE DELAWARE, INC.	U.S.	AS550140 / author, Nancee Chester.	TXu000334583
ZALE DELAWARE, INC.	U.S.	AS550141 / author, Nancee Chester.	TXu000334523
ZALE DELAWARE, INC.	U.S.	AS550150 / author, Nora Graves.	TXu000334527
ZALE DELAWARE, INC.	U.S.	AS550153 / author, Jesse Villanueva.	TXu000334522
ZALE DELAWARE, INC.	U.S.	AS550154 / author, Jesse Villanueva.	TXu000334524
ZALE DELAWARE, INC.	U.S.	AS550180 / author, Nancee Chester.	TXu000334526
ZALE DELAWARE, INC.	U.S.	AS550181 / author, Nancee Chester.	TXu000334525
ZALE DELAWARE, INC.	U.S.	AS550182 / author, Nancee Chester.	TXu000334532
ZALE DELAWARE, INC.	U.S.	AS550183 / author, Nancee Chester.	TXu000334533
ZALE DELAWARE, INC.	U.S.	AS550190 / author, David Harrington.	TXu000334534
ZALE DELAWARE, INC.	U.S.	AS550191 / author, David M. Harrington.	TXu000334535
ZALE DELAWARE, INC.	U.S.	AS550220 / author, Ginger Horne.	TXu000334536
ZALE DELAWARE, INC.	U.S.	AS550221 / author, Ginger Horne.	TXu000334537
ZALE DELAWARE, INC.	U.S.	AS550230 / author, Nancee Chester.	TXu000334538
ZALE DELAWARE, INC.	U.S.	AS550231 / author, Nancee Chester.	TXu000334539
ZALE DELAWARE, INC.	U.S.	AS550232 / author, David M. Harrington.	TXu000334540
ZALE DELAWARE, INC.	U.S.	AS550241 / author, Ginger Horne.	TXu000334541
ZALE DELAWARE, INC.	U.S.	AS550242 / author, Ginger Horne.	TXu000334581
ZALE DELAWARE, INC.	U.S.	AS550243 / author, Ginger Horne.	TXu000334580
ZALE DELAWARE, INC.	U.S.	AS550244 / author, Ginger Horne.	TXu000334579
ZALE DELAWARE, INC.	U.S.	AS550300 / author, Nancee Chester.	TXu000334578
ZALE DELAWARE, INC.	U.S.	AS550310 / author, Goah Barnes.	TXu000334577

<u>OWNER</u>	<u>COUNTRY</u>	<u>TITLE</u>	<u>REG. NO.</u>
ZALE DELAWARE, INC.	U.S.	AS550320 / author, Nora Graves.	TXu000334576
ZALE DELAWARE, INC.	U.S.	AS550330 / author, Nora Graves.	TXu000334545
ZALE DELAWARE, INC.	U.S.	AS550340 / author, Nora Graves.	TXu000334544
ZALE DELAWARE, INC.	U.S.	AS550350.	TXu000334543
ZALE DELAWARE, INC.	U.S.	AS550360 / author, N. Graves.	TXu000334542
ZALE DELAWARE, INC.	U.S.	AU100050.	TXu000334564
ZALE DELAWARE, INC.	U.S.	AU100075.	TXu000334565
ZALE DELAWARE, INC.	U.S.	AU100100 / author, Charles Richardson, Jr.	TXu000334566
ZALE DELAWARE, INC.	U.S.	AU100200 / author, Charles Richardson, Jr.	TXu000334567
ZALE DELAWARE, INC.	U.S.	AU100210 / author, Charles Richardson, Jr.	TXu000334570
ZALE DELAWARE, INC.	U.S.	AU100215 / author, Jesse Villanueva.	TXu000334569
ZALE DELAWARE, INC.	U.S.	AU100400 / author, Charles Richardson, Jr.	TXu000334575
ZALE DELAWARE, INC.	U.S.	AU100410 / author, Charles Richardson, Jr.	TXu000334571
ZALE DELAWARE, INC.	U.S.	AU200500 / author, Ginger Horne.	TXu000334572
ZALE DELAWARE, INC.	U.S.	AU200505 / author, M. Owens.	TXu000334573
ZALE DELAWARE, INC.	U.S.	AU200510 / author, Ginger Horne.	TXu000334530
ZALE DELAWARE, INC.	U.S.	AU200600 / author, Ginger Horne.	TXu000334529
ZALE DELAWARE, INC.	U.S.	AU300070 / author, S. Lewis.	TXu000334528
ZALE DELAWARE, INC.	U.S.	AU300075.	TXu000334591
ZALE DELAWARE, INC.	U.S.	AU300100 / author, Charles Richardson, Jr.	TXu000334592
ZALE DELAWARE, INC.	U.S.	AU300105.	TXu000336956
ZALE DELAWARE, INC.	U.S.	AU300200.	TXu000336957
ZALE DELAWARE, INC.	U.S.	AU300300.	TXu000338078
ZALE DELAWARE, INC.	U.S.	AU300310.	TXu000338079
ZALE DELAWARE, INC.	U.S.	AU300330.	TXu000338080
ZALE DELAWARE, INC.	U.S.	AU300400.	TXu000338081
ZALE DELAWARE, INC.	U.S.	AU300500.	TXu000338082

<u>OWNER</u>	<u>COUNTRY</u>	<u>TITLE</u>	<u>REG. NO.</u>
ZALE DELAWARE, INC.	U.S.	AU300505.	TXu000338083
ZALE DELAWARE, INC.	U.S.	AU300515.	TXu000338084
ZALE DELAWARE, INC.	U.S.	AU300516.	TXu000338085
ZALE DELAWARE, INC.	U.S.	AU300520 / author, Jesse Villanueva.	TXu000334501
ZALE DELAWARE, INC.	U.S.	AU300560 / author, Charles Richardson, Jr.	TXu000334502
ZALE DELAWARE, INC.	U.S.	AU300600 / author, Jessee Villanueva.	TXu000334503
ZALE DELAWARE, INC.	U.S.	AU300800 / author, Jesse Villanueva.	TXu000334504
ZALE DELAWARE, INC.	U.S.	AU300805 / author, Jesse Villanueva.	TXu000334510
ZALE DELAWARE, INC.	U.S.	AU300900 / author, Eileen Dempsey.	TXu000334500
ZALE DELAWARE, INC.	U.S.	AU300910 / author, Eileen Dempsey.	TXu000334505
ZALE DELAWARE, INC.	U.S.	AU301105 / author, Ginger Horne.	TXu000334588
ZALE DELAWARE, INC.	U.S.	AU301200 / author, Jesse Villanueva.	TXu000334509
ZALE DELAWARE, INC.	U.S.	AU500050 / author, David M. Harrington.	TXu000334507
ZALE DELAWARE, INC.	U.S.	AU500060 / author, Eileen Dempsey.	TXu000334506
ZALE DELAWARE, INC.	U.S.	AU500070 / author, David Harrington.	TXu000334582
ZALE DELAWARE, INC.	U.S.	AU550122 / author, Joan Duncan.	TXu000334574
ZALE DELAWARE, INC.	U.S.	ZC266100.	TXu000334557
ZALE DELAWARE, INC.	U.S.	ZC266110.	TXu000334558
ZALE DELAWARE, INC.	U.S.	ZC266111.	TXu000334559
ZALE DELAWARE, INC.	U.S.	ZC266112.	TXu000334560
ZALE DELAWARE, INC.	U.S.	ZC266120.	TXu000334499
ZALE DELAWARE, INC.	U.S.	ZC266500.	TXu000334561
ZALE DELAWARE, INC.	U.S.	ZC266510.	TXu000334562
ZALE DELAWARE, INC.	U.S.	ZC266520.	TXu000334563
ZALE DELAWARE, INC.	U.S.	Jewelry and Gem Law Enforcement Training	TXu001606603
ZALE DELAWARE, INC.	U.S.	PIW	TX0006840352