

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT															
NATURE OF CONVEYANCE:	SECURITY INTEREST															
CONVEYING PARTY DATA																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Act II Jewelry, LLC</td> <td></td> <td>07/26/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Act II Jewelry, LLC		07/26/2010	LIMITED LIABILITY COMPANY: DELAWARE								
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Act II Jewelry, LLC		07/26/2010	LIMITED LIABILITY COMPANY: DELAWARE													
RECEIVING PARTY DATA																
Name:	Bank of America, N.A., as Administrative Agent															
Street Address:	231 South LaSalle Street															
City:	Chicago															
State/Country:	ILLINOIS															
Postal Code:	60606															
Entity Type:	National Association: UNITED STATES															
PROPERTY NUMBERS Total: 4																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3187013</td> <td>KIAM FAMILY</td> </tr> <tr> <td>Registration Number:</td> <td>3630780</td> <td>ADVISOR ADVANTAGE</td> </tr> <tr> <td>Registration Number:</td> <td>3630783</td> <td>EXCELLENT BEGINNINGS</td> </tr> <tr> <td>Registration Number:</td> <td>3607971</td> <td>CUSTOMER SAVE PLAN</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3187013	KIAM FAMILY	Registration Number:	3630780	ADVISOR ADVANTAGE	Registration Number:	3630783	EXCELLENT BEGINNINGS	Registration Number:	3607971	CUSTOMER SAVE PLAN	
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Registration Number:	3607971	CUSTOMER SAVE PLAN														
CORRESPONDENCE DATA																
Fax Number:	(617)316-8263															
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																
Phone:	6172390632															
Email:	agrandy@eapdlaw.com															
Correspondent Name:	Adam M. Grandy															
Address Line 1:	111 Huntington Avenue															
Address Line 2:	Edwards Angell Palmer & Dodge LLP															
Address Line 4:	Boston, MASSACHUSETTS 02199															
ATTORNEY DOCKET NUMBER:	51442.0190															

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TRADEMARK
REEL: 004249 FRAME: 0100

NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	07/27/2010
<p>Total Attachments: 5 source=PSA#page1.tif source=PSA#page2.tif source=PSA#page3.tif source=PSA#page4.tif source=PSA#page5.tif</p>	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 26, 2010, by ACT II JEWELRY, LLC (the "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to an Amended and Restated Pledge and Security Agreement, dated as of July 26, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to continue to make the term loans contemplated by the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest in Trademark Collateral. The Pledgor hereby confirms the grant to the Administrative Agent for the benefit of the Secured Parties in the Security Agreement of a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks confirmed 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 Trademark Security 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 payment in full of the Obligations and automatic termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form evidencing the release of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under the Security Agreement and this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security 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.

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

Very truly yours,

ACT II JEWELRY, LLC

By: 
Name: Richard W. Schwartz
Title: Executive Vice President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

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

By: _____

Name:

Title:

Anne M. Zeschke
Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I

UNITED STATES REGISTERED TRADEMARKS

Trademark	Registration Number
KIAM FAMILY	3,187,013
ADVISOR ADVANTAGE	3,630,780
EXCELLENT BEGININGS	3,630,783
CUSTOMER SAVE PLAN	3,607,971

UNITED STATES TRADEMARK APPLICATIONS

None.