

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BRILLIANT JEWELERS/MJJ INC.		09/20/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	ISRAEL DISCOUNT BANK OF NEW YORK
Street Address:	511 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	COMMERCIAL BANK: NEW YORK

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3715071	BAND-ABILITIES
Registration Number:	3261885	BLING BLINGS FUN SHOWY THINGS!
Registration Number:	3613566	CHAMPAGNE CELEBRATION
Registration Number:	2953428	I IDEAL BRILLIANCE IDEAL CUT DIAMONDS
Registration Number:	2953430	I IDEAL LOVE IDEAL CUT DIAMONDS
Registration Number:	2871349	JPC
Registration Number:	3389987	LOVE IS A JOURNEY
Registration Number:	3266451	LOVE IS A JOURNEY
Registration Number:	3743570	LOVE IS A JOURNEY
Registration Number:	3705363	LOVE IS A JOURNEY
Registration Number:	3304324	LUXE 925
Registration Number:	2945526	M

CORRESPONDENCE DATA

900177329

TRADEMARK
 REEL: 004413 FRAME: 0657

OP \$315.00 3715071

Fax Number: (401)454-1976
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: Joseph R. Miller, Esq.
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Address Line 4: Providence, RHODE ISLAND 02906-2322

NAME OF SUBMITTER:	JOSEPH R. MILLER
Signature:	/JOSEPH R. MILLER/
Date:	11/12/2010
Total Attachments: 6 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	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of the 20th day of September, 2010, by and between **BRILLIANT JEWELERS/MJJ INC.**, a New York corporation with an address of 902 Broadway, 18th Floor, New York, NY 10010 (the "**Debtor**") and **ISRAEL DISCOUNT BANK OF NEW YORK**, a commercial bank chartered by the State of New York with an address of 511 Fifth Avenue, New York, NY 10017 (the "**Secured Party**").

RECITALS

WHEREAS, the Debtor, the Secured Party and AGS Partners, LLC a New York limited liability company ("**AGS**"), have entered into a certain Line Letter Agreement dated the date hereof (as the same may be amended, extended, supplemented, restated or otherwise modified from time to time, the "**Line Letter**"), pursuant to which the Secured Party has extended to the Debtor and AGS an uncommitted cancellable demand advised line of credit.

WHEREAS, the Debtor's obligations to the Secured Party under the Line Letter are evidenced in part by a certain Demand Promissory Note dated the date hereof executed by the Debtor and AGS in favor of the Secured Party (as the same may be amended, renewed, restated or extended from time to time, the "**Note**").

WHEREAS, in connection with the Line Letter and the Note, the Debtor has executed and delivered to the Secured Party, a certain General Security Agreement dated as of even date herewith (as the same may be amended, renewed, restated or extended from time to time, the "**General Security Agreement**") and the Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Secured Party under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the Debtor hereby agrees as follows:

1. **Security Interest**. The Debtor hereby grants to the Secured Party a continuing security interest in, and a collateral assignment and pledge of, all trademarks, service marks and trade names now or hereafter owned by the Debtor, whether registered or unregistered, including, but not limited to, those trademarks of the Debtor listed on Schedule A attached hereto and made a part hereof (collectively, the "**Trademarks**"), together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "**Collateral**"), as security for the Obligations (as defined in the General Security Agreement). The Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties**. The Debtor represents and warrants to the Secured Party that:

2.1. Schedule A sets forth as of the date hereof all United States trademark registrations and applications owned by the Debtor.

2.2. As of the date hereof, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. As of the date hereof, no claim has been made that the use of any of the Collateral violates the rights of any third person and Debtor is not aware of any basis for any such claim to be asserted.

2.4. The Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances (except in favor of HSBC Bank USA, National Association ("HSBC"), and with respect to which Secured Party and HSBC have entered into an Intercreditor Agreement dated as of even date herewith), including without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons (other than the security interest granted hereby and any of the foregoing entered into in the ordinary course of business).

2.5. The Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.6. The Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. **Covenants**. The Debtor covenants and agrees with the Secured Party that the Debtor:

(a) will keep the Collateral free from any lien, security interest or encumbrance (except in favor of the Secured Party) and will defend the Collateral and the title thereto against all claims and demands of all other persons at any time claiming same or any interest therein;

(b) shall not abandon any Collateral except such Collateral that could not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtor;

(c) shall maintain all rights held by the Debtor relating to the Collateral except such Collateral as to which the failure to maintain would not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtor;

(d) until all of the Obligations shall have been paid in full and termination of the commitments therefor, shall not enter into any agreement (including a license agreement) that conflicts with the Debtor's obligations under this Agreement other than agreements that could not reasonably be expected to affect the value of the Collateral, without the Secured Party's prior written consent;

(e) will not sell or offer to sell or otherwise transfer the Collateral or any interest therein (other than non-exclusive licenses granted in the ordinary course of the Debtor's business) without the prior written consent of the Secured Party;

(f) if the Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 hereof shall automatically apply thereto and at least annually the Debtor shall give to the Secured Party written notice thereof, and shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record the Secured Party's interest in such trademarks with the U.S. Commissioner of Patents and Trademarks;

(g) will continue to use proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry; and

(h) shall execute, or use reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Secured Party in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. **Remedies.** After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), the Secured Party may declare all obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. **Attorney-in-Fact.** The Debtor hereby appoints the Secured Party the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the General Security Agreement), to execute and deliver, in the name of and on behalf of the Debtor, and to cause the recording of all such further assignments and other instruments as the Secured Party deems necessary or desirable in order to carry out the intent of the General Security Agreement. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Secured Party (or the Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

6. **General.**

6.1. No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising on the part of the Secured Party, any right, power or privilege hereunder or under the Line Letter and/or the Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtor and the Secured Party.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3(f) hereof.


6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding, upon the respective successors and permitted assigns of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

BRILLIANT JEWELERS/MJJ INC.

By: 

Robert Schwartz
Executive Vice President

ISRAEL DISCOUNT BANK OF NEW YORK

By: George Commander
George Commander
Senior Vice President

By: Irene B. Spector
Irene B. Spector
First Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

In New York on the 20 day of September, 2010, before me personally appeared Robert Schwartz, Executive Vice President of Brilliant Jewelers/MJJ Inc., known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of Brilliant Jewelers/MJJ Inc.

HENRY M. DUBROW
Notary Public, State of New York
No. 01DU5018897
Qualified in Nassau County
Commission Expires October 12, 2013

Henry M. Dubrow
Notary Public
My commission expires: OCT. 12, 2013

STATE OF NEW YORK
COUNTY OF NEW YORK

In New York on the 21 day of September, 2010 before me personally appeared George Commander, Senior Vice President of Israel Discount Bank of New York, known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of said Israel Discount Bank of New York.

Minerva Muniz
Notary Public
My Commission Expires 1/13/2011

MINERVA MUNIZ
Notary Public - State of New York
NO. 01MU6085877
Qualified in New York County
My Commission Expires 1/13/2011

SCHEDULE A
TRADEMARKS

OWNER OF RECORD OF EACH: BRILLIANT JEWELERS/MJJ INC.

Trademark description	Registration Number	Registration Date
BAND-ABILITIES	3,715,071	11/24/2009
BLING BLINGS FUN SHOWY THINGS!	3,261,885	10-Jul-07
CHAMPAGNE CELEBRATION	3,613,566	28-Apr-09
IDEAL BRILLIANCE IDEAL CUT DIAMONDS & I DESIGN	2,953,428	17-May-05
IDEAL LOVE IDEAL CUT DIAMONDS & HEART DESIGN	2,953,430	17-May-05
JPC & Oval Design	2,871,349	10-Aug-04
LOVE IS A JOURNEY	3,389,987	26-Feb-08
LOVE IS A JOURNEY	3,266,451	17-Jul-07
LOVE IS A JOURNEY (Script)	3,743,570	2-Feb-10
LOVE IS A JOURNEY (Stylized)	3,705,363	3-Nov-09
LUXE 925	3,304,324	2-Oct-07
M & Circle Design	2,945,526	3-May-05