

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the conveyance as "ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL" to conveyance as "SECURITY INTEREST" previously recorded on Reel 004413 Frame 0657. Assignor(s) hereby confirms the Trademark Security Agreement.

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
Serial Number:	77726338	BAND-ABILITIES
Serial Number:	78352551	BLING BLINGS FUN SHOWY THINGS!
Serial Number:	77431174	CHAMPAGNE CELEBRATION
Serial Number:	78247800	I IDEAL BRILLIANCE IDEAL CUT DIAMONDS
Serial Number:	78247811	I IDEAL LOVE IDEAL CUT DIAMONDS
Serial Number:	76547933	JPC
Serial Number:	78789527	LOVE IS A JOURNEY
Serial Number:	78863994	LOVE IS A JOURNEY
Serial Number:	77030211	LOVE IS A JOURNEY
Serial Number:	78856773	LOVE IS A JOURNEY
Serial Number:	78798184	LUXE 925
Serial Number:	76504934	M

OP \$315.00 77726338

900190988

TRADEMARK
REEL: 004533 FRAME: 0965

CORRESPONDENCE DATA

Fax Number: (401)454-1976

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

Phone: 401-454-5000

Email: HJSeddon@MillerCaine.com

Correspondent Name: Joseph R. Miller, Esq.

Address Line 1: 349 Hope Street

Address Line 4: Providence, RHODE ISLAND 02906-2322

NAME OF SUBMITTER:

JOSEPH R. MILLER

Signature:

/JOSEPH R. MILLER/

Date:

05/04/2011

Total Attachments: 12

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TO: JOSEPH R. MILLER, ESQ. COMPANY: 349 HOPE STREET



UNITED STATES PATENT AND TRADEMARK OFFICE

Facsimile Transmission

To: Name: JOSEPH R. MILLER, ESQ.
 Company: 349 HOPE STREET
 Fax Number: 14014541976
 Voice Phone:

From: Name: ASSIGNMENT RECORDATION SERVICES
 Voice Phone: 571-272-3350

37 C.F.R. 1.6 sets forth the types of correspondence that can be communicated to the Patent and Trademark Office via facsimile transmissions. Applicants are advised to use the certificate of facsimile transmission procedures when submitting a reply to a non-final or final Office action by facsimile (37 CFR 1.8(a)).

Fax Notes:

Pg#	Description
1	Cover Page
2	<Description not available>
5	Batch 2240760 Document 1

USPTO ASSIGNMENT SYSTEM PROCESSING

Date and time of transmission: Sunday, December 19, 2010 8:53:42 AM
Number of pages including this cover sheet: 06

TRADEMARK
REEL: 004533 FRAME: 0967

TO: JOSEPH R. MILLER, ESQ. COMPANY: 349 HOPE STREET

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 10, 2010

PTAS

JOSEPH R. MILLER, ESQ.
349 HOPE STREET
PROVIDENCE, RI 02906-2322

***900177329***

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 11/12/2010

REEL/FRAME: 004413/0657

NUMBER OF PAGES: 8

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:

BRILLIANT JEWELERS/MJJ INC.

DOC DATE: 09/20/2010

CITIZENSHIP: NEW YORK

ENTITY: CORPORATION

ASSIGNEE:

ISRAEL DISCOUNT BANK OF NEW YORK

511 FIFTH AVENUE

NEW YORK, NEW YORK 10017

CITIZENSHIP: NEW YORK

ENTITY: COMMERCIAL BANK

TO:JOSEPH R. MILLER, ESQ. COMPANY:349 HOPE STREET

004413/0657 PAGE 2

SERIAL NUMBER: 77726338
REGISTRATION NUMBER: 3715071

FILING DATE: 04/30/2009
ISSUE DATE: 11/24/2009

MARK: BAND-ABILITIES

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 78352551
REGISTRATION NUMBER: 3261885

FILING DATE: 01/15/2004
ISSUE DATE: 07/10/2007

MARK: BLING BLINGS FUN SHOWY THINGS!

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 77431174
REGISTRATION NUMBER: 3613566

FILING DATE: 03/25/2008
ISSUE DATE: 04/28/2009

MARK: CHAMPAGNE CELEBRATION

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 78247800
REGISTRATION NUMBER: 2953428

FILING DATE: 05/09/2003
ISSUE DATE: 05/17/2005

MARK: I IDEAL BRILLIANCE IDEAL CUT DIAMONDS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

SERIAL NUMBER: 78247811
REGISTRATION NUMBER: 2953430

FILING DATE: 05/09/2003
ISSUE DATE: 05/17/2005

MARK: I IDEAL LOVE IDEAL CUT DIAMONDS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

SERIAL NUMBER: 76547933
REGISTRATION NUMBER: 2871349

FILING DATE: 09/29/2003
ISSUE DATE: 08/10/2004

MARK: JPC

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

SERIAL NUMBER: 78789527
REGISTRATION NUMBER: 3389987

FILING DATE: 01/11/2006
ISSUE DATE: 02/26/2008

MARK: LOVE IS A JOURNEY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

TO: JOSEPH R. MILLER, ESQ. COMPANY: 349 HOPE STREET

004413/0657 PAGE 3

SERIAL NUMBER: 78863994
REGISTRATION NUMBER: 3266451

FILING DATE: 04/18/2006
ISSUE DATE: 07/17/2007

MARK: LOVE IS A JOURNEY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 77030211
REGISTRATION NUMBER: 3743570

FILING DATE: 10/26/2006
ISSUE DATE: 02/02/2010

MARK: LOVE IS A JOURNEY
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

SERIAL NUMBER: 78856773
REGISTRATION NUMBER: 3705363

FILING DATE: 04/07/2006
ISSUE DATE: 11/03/2009

MARK: LOVE IS A JOURNEY
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

SERIAL NUMBER: 78798184
REGISTRATION NUMBER: 3304324

FILING DATE: 01/24/2006
ISSUE DATE: 10/02/2007

MARK: LUXE 925
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 76504934
REGISTRATION NUMBER: 2945526

FILING DATE: 04/07/2003
ISSUE DATE: 05/03/2005

MARK: M
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

THERESA FREDERICK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO: JOSEPH R. MILLER, ESQ. COMPANY: 349 HOPE STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.111/12/2010
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OP \$315.00 3715071

TO: JOSEPH R. MILLER, ESQ. COMPANY: 349 HOPE STREET

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Phone: 401-454-5000

Email: hjseddon@millercaine.com

Correspondent Name: Joseph R. Miller, Esq.

Address Line 1: 349 Hope Street

Address Line 4: Providence, RHODE ISLAND 02908-2322

NAME OF SUBMITTER:

JOSEPH R. MILLER

Signature:

/JOSEPH R. MILLER/

Date:

11/12/2010

Total Attachments: 6

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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.

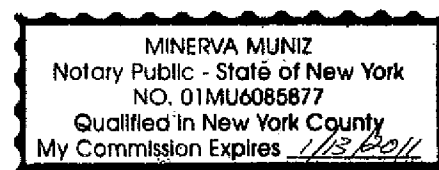
HENRY M. DUBROW
Notary Public, State of New York
No. 01DU5018897
Qualified in Nassau County
Commission Expires October 12, 2013

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



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