

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Birks & Mayors Inc.		06/08/2011	CORPORATION: CANADA
Mayor's Jewelers, Inc.		06/08/2011	CORPORATION: DELAWARE
Mayor's Jewelers of Florida, Inc.		06/08/2011	CORPORATION: FLORIDA
JBM Retail Company, Inc.		06/08/2011	CORPORATION: DELAWARE
JBM Venture Co., Inc.		06/08/2011	CORPORATION: DELAWARE
Mayor's Jewelers Intellectual Property Holdings Company		06/08/2011	CORPORATION: DELAWARE
Cash, Gold & Silver USA, Inc.		06/08/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	a National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85142815	LUMINA
Registration Number:	3925509	MAYORS GOLD EXCHANGE

CORRESPONDENCE DATA

Fax Number: (202)739-3001

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

Phone: 202-739-5866

Email: fgordon@morganlewis.com

Correspondent Name: Felicia Gordon

Address Line 1: 1111 Pennsylvania Avenue, NW

TRADEMARK

REEL: 004559 FRAME: 0416

900194130

CH \$65.00 85142815

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Felicia D. Gordon
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Signature:	/Felicia D. Gordon/
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Date:	06/10/2011
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 8, 2011, (this "Agreement") is made by each of the entities listed on the signature pages hereof as "Grantors" (each a "Grantor" and, collectively, the "Grantors"), in favor of Bank of America, N.A. ("Bank of America"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Revolving Credit and Security Agreement, dated as of even date herewith (as the same may be amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), by and among Mayor's Jewelers, Inc., a Delaware corporation (the "US Borrower"), Birks & Mayors Inc., a Canadian corporation (the "Canadian Borrower" and, together with the US Borrower, collectively, the "Borrowers" and each individually, a "Borrower"), each Subsidiary of the Borrowers from time to time party thereto as a Guarantor, each Lender from time to time party thereto, Bank of America, N.A. (in its individual capacity, "Bank of America"), as the Administrative Agent and Issuing Bank, Bank of America, N.A. (acting through its Canada Branch) (in its individual capacity, "Bank of America-Canada Branch"), as Canadian Agent and Issuing Bank, and Bank of America and Wells Fargo Bank, National Association as Co-Collateral Agents, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in order to secure the Obligations, each Grantor has, pursuant to the Amended and Restated Trademark Collateral Security and Pledge Agreement, dated as of December 17, 2008 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Agreement"), granted a security interest in the Pledged Trademarks in favor of the Administrative Agent for the benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein (including above) without definition are used as defined in the Trademark Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby unconditionally grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and first priority lien on all of such Grantor's right, title

and interest in and to all of the Trademarks set forth on Schedule 1 hereto (together with the Trademark Registrations, Trademark License Rights, Trademark Rights, Associated Goodwill, Related Assets and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing, in each case, relating to such Trademarks, the "Trademark Collateral").

Section 3. Credit Agreement and Trademark Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit Agreement and Trademark Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Trademark Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with the Trademark Collateral.

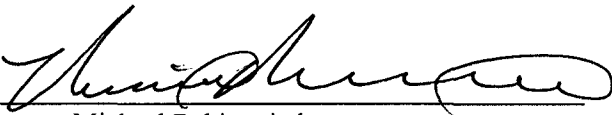
Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this agreement by facsimile transmission or by other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. THIS AGREEMENT AND THE OBLIGATIONS OF THE PARTIES HERETO SHALL FOR ALL PURPOSES BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW (OTHER THAN THE NEW YORK GENERAL OBLIGATIONS LAW §§5-1401 AND 5-1402)).

[SIGNATURE PAGES FOLLOW]

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

**BIRKS & MAYORS INC.
MAYOR'S JEWELERS, INC.
MAYOR'S JEWELERS OF FLORIDA, INC.
JBM RETAIL COMPANY, INC.
JBM VENTURE CO., INC.
MAYOR'S JEWELERS INTELLECTUAL
PROPERTY HOLDING COMPANY**

By: 

Name: Michael Rabinovitch


Title: Senior Vice President and Chief Financial Officer

By: _____

Name: Marco Pasteris

Title: Group Vice President, Finance and Treasurer

**CASH, GOLD & SILVER USA, INC. (formerly known
as Henry Birks & Sons U.S., Inc.)**

By: 

Name: Michael Rabinovitch

Title: Vice President

By: _____

Name: Marco Pasteris

Title: Vice President

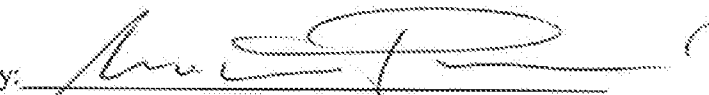
[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

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

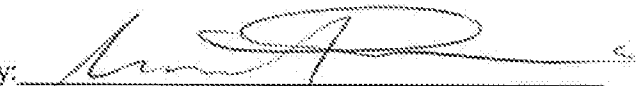
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MAYOR'S JEWELERS OF FLORIDA, INC.
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MAYOR'S JEWELERS INTELLECTUAL
PROPERTY HOLDING COMPANY**

By: _____
Name: Michael Rabinovitch
Title: Senior Vice President and Chief Financial Officer

By:  _____
Name: Marco Pasteris
Title: Group Vice President, Finance and Treasurer

**CASH, GOLD & SILVER USA, INC. (formerly known
as Henry Birks & Sons U.S., Inc.)**

By: _____
Name: Michael Rabinovitch
Title: Vice President

By:  _____
Name: Marco Pasteris
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

**TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____

Name: _____

Title _____

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Owner</u>
LUMINA	US	FILED SN. No.:85/142,815 FD: 2010-10-01	MAYOR'S JEWELERS OF FLORIDA, INC.
MAYORS GOLD EXCHANGE	US	REGISTERED SN. N.: 85/083,976 FD: 2010-07-14 Reg.# 3,925,509 RD: 2011-03-01	CASH, GOLD & SILVER USA, INC.