

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
Haskell Jewels, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Business Credit Corporation		
Street Address:	360 Lexington Avenue, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2092323	RLM	
Registration Number:	1780323	ROBERT LEE MORRIS	
Registration Number:	1813398	ROBERT LEE MORRIS	
Registration Number:	1709927	RLM	
Registration Number:	1647154	ROBERT LEE MORRIS	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5135		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-3458		
Email:	slake@kslaw.com		
Correspondent Name:	Susan Lake, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	06726-009086		

CH \$140.00 2092323

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**TRADEMARK
 REEL: 004598 FRAME: 0074**

NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	08/05/2011
Total Attachments: 4 source=Trademark Security Agreement (RLMI)#page1.tif source=Trademark Security Agreement (RLMI)#page2.tif source=Trademark Security Agreement (RLMI)#page3.tif source=Trademark Security Agreement (RLMI)#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2011, is made by the undersigned (the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC"), acting not individually but as Agent for the Lenders (WBCC, acting in such capacity, "Agent"), pursuant to that certain Credit and Security Agreement, dated as of May 20, 2010, among the Company, as a Borrower thereunder, each other Borrower party thereto, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH:

RECITALS.

A. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof (the "Trademarks"); and

B. The Lenders propose to make certain loans to the Company pursuant to the Credit Agreement; and

C. Pursuant to the Credit Agreement, the Company granted to the Agent a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks as security for all of the Obligations; and

D. As a condition precedent to the continued extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Agent has requested that the Company execute this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Agent in all of the Company's right, title and interest in, to and under the following: (a) the Trademarks and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark (collectively, the "Property").

2. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Trademarks and

the rights and remedies of the Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

3. This Agreement shall terminate upon termination of the Credit Agreement. Upon termination of this Agreement, the Agent shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Credit Agreement.


4. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

"COMPANY"

HASKELL JEWELS, LLC

By: 
Name: BRETT H FIALKOWSKI
Title: CEO

SCHEDULE I

REGISTERED U.S. TRADEMARKS

<i>Mark</i>	<i>Serial/Reg. No.</i>	<i>Filing/Reg. Date</i>
RLM	2,092,323	8/26/97
ROBERT LEE MORRIS	1,780,323	7/6/93
ROBERT LEE MORRIS	1,813,398	12/28/93
RLM	1,709,927	8/25/92
ROBERT LEE MORRIS	1,647,154	6/11/91