

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
Bijoux Ternier, LLC		09/24/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BT Funding Corp.		
Street Address:	68 South Service Road, Suite 120		
Internal Address:	c/o Global Securitization Services, LLC		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85250447	TRÉSOR DU TEMP	
Serial Number:	85504168	PICKZIES	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
Phone:	404-881-7000		
Email:	betsy.perkins@alston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Laura Kees		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	001833/306655		
NAME OF SUBMITTER:	Laura Kees		

OP \$65.00 85250447

900212618

**TRADEMARK
 REEL: 004701 FRAME: 0681**

Signature:	/Laura Kees/
Date:	01/19/2012
Total Attachments: 8 source=Bijoux to BT Funding#page1.tif source=Bijoux to BT Funding#page2.tif source=Bijoux to BT Funding#page3.tif source=Bijoux to BT Funding#page4.tif source=Bijoux to BT Funding#page5.tif source=Bijoux to BT Funding#page6.tif source=Bijoux to BT Funding#page7.tif source=Bijoux to BT Funding#page8.tif	

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 24, 2009, executed by BIJOUX TERNER LLC, a Delaware limited liability company (the "Grantor") in favor of BT FUNDING CORP., a Delaware corporation ("BT Funding"). Capitalized terms used in this Agreement shall have the meanings set forth in the Security Agreement (as defined below) unless specifically defined herein.

WITNESSETH:

WHEREAS, Grantor, BT Funding, AIA Limited, as agent for Grantor, Arcapita Investment Funding Limited, as agent for BT Funding and SunTrust Bank, as administrative agent for BT Funding are all party to (i) that certain Working Capital Murabaha Facility Agreement, dated as of the date hereof pursuant to which BT Funding has agreed to provide to Grantor financing and other financial accommodations through a deferred payment revolving purchase facility and (ii) that certain Term Murabaha Facility Agreement, dated as of February 28, 2006 pursuant to which BT Funding has agreed to provide to Grantor financing and other financial accommodations through a deferred payment purchase facility (both (i) and (ii), each as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, referred to herein as the "OpCo Facility Agreements");

WHEREAS, the Grantor and certain other affiliates of Grantor have entered into a Security Agreement, dated as of February 28, 2006 (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, the "Security Agreement"), pursuant to which the Grantor has granted to BT Funding a continuing security interest in, among other things, the Intellectual Property of the Grantor, including, without limitation, (a) all of the Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Grantor now has or hereafter acquires rights and wherever located; (b) all of the Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations;

WHEREAS, it is a condition precedent to BT Funding's obligations under the OpCo Facility Agreements that the Grantor grant to BT Funding a security interest in the Property (as defined herein); and

WHEREAS, the Grantor desires to execute this Agreement to satisfy the conditions precedent described above.

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:

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1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter acquired by the Grantor or in which the Grantor has or acquires any right, title or interest and wherever located granting to the Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following now owned or hereafter acquired by the Grantor or in which the Grantor has or acquires any right, title or interest and wherever located: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business relating thereto or symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor hereby mortgages, pledges, hypothecates, sets over and conveys a security interest to BT Funding and does hereby grant to BT Funding a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark; and

(b) each Trademark License; and

(c) all products and proceeds of, and rights associated with, the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, for breach or enforcement of any Trademark License or for any injury to the goodwill associated with the use of any such Trademark, and all rights corresponding thereto throughout the world, if any, including, without limitation, with respect to any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the grant set forth above shall not be effective as a transfer of title to the Property unless and until BT Funding exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in the Property, and until such time, the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity and registration of, and the security interest granted in, such Property; provided, however, that the foregoing shall not impose an obligation on the Grantor to continue to use any of the Property in the Grantor's business to the extent that such Property is not necessary in the normal conduct of its business. The Grantor agrees not to sell or assign its interest in, or grant any sublicense under, the Property, except that the Grantor may sublicense the Property in the ordinary course of the Grantor's business but only in a manner consistent with the preservation of the current substance, validity and registration, and the security interest granted in, such Property. Upon the exercise by BT Funding of the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in the Property, the Grantor's ownership of the Property, in which a continuing security interest under this paragraph has been granted to BT Funding shall be terminated.

3. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of BT Funding in the Property with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to BT Funding under the Security Agreement. The Security Agreement (and all rights and remedies of BT Funding) shall remain in full force and effect in accordance with its terms.

4. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of BT Funding with respect to the security interest in and collateral assignment of the Property made and granted 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.

5. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, BT Funding may, in accordance with the terms of the Security Agreement, terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, BT Funding shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, releases and other instruments as the Grantor may reasonably request (but without recourse or warranty by BT Funding) in order to evidence such termination.

6. If at any time before the termination of this Agreement in accordance with Section 5, the Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new Trademark or Trademark License. The Grantor authorizes BT Funding to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 6.

7. The Grantor further agrees that (a) BT Funding shall have no obligation or responsibility to protect, defend, file, prosecute, obtain or maintain the Property and the Grantor shall, at its own expense, protect, defend, file, prosecute, obtain and maintain the same in accordance with the terms and conditions set forth in the Security Agreement and in accordance with its prudent business judgment, (b) the Grantor shall forthwith advise BT Funding promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), BT Funding may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse BT Funding for all reasonable expenses, including attorneys' fees, incurred by BT Funding in protecting, defending and maintaining the Property.

8. Notwithstanding anything to the contrary contained in this Agreement, the Grantor acknowledges that BT Funding has granted a security interest to SunTrust Bank, as administrative agent (the "Administrative Agent"), for the benefit of the holders of certain obligations of BT Funding, in, to and under all assets of BT Funding including, without limitation, this Agreement, the other Opco Facility Documents, the Subordinated Facility Documents and Opco BTWCF Documents (as defined in the OpCo Facility Agreements). Accordingly, the Grantor agrees that, in accordance with the terms of that certain Intercreditor Agreement dated as of February 28, 2006 by and among the Administrative Agent, BT Funding, SunTrust Equity Funding, LLC and Roynat Business Capital, Inc. and that certain Intercreditor Agreement dated as of the date hereof, among the Administrative Agent, BT WCF Limited and BT Funding: (i) the Administrative Agent shall have all the rights, powers, privileges and remedies of BT Funding hereunder; specifically, the Grantor agrees that, upon the occurrence of an event of default under the Opco Facility Agreement, the Subordinated Facility Agreement or that certain Murabaha Facility Agreement dated as of the date hereof among Opco, BT Funding, AIA Limited as Agent for the Grantor, and Arcapita Investment Funding Limited, as Agent for the Grantor, as amended, restated or otherwise modified from time to time (the "Opco Restructure Murabaha Agreement"), the Administrative Agent may exercise any right or remedy against the Grantor provided for herein and the Grantor will not interpose as a defense that such claim should have been asserted by BT Funding; and (ii) upon the delivery by the Administrative Agent of any notice to the Grantor stating that an event of default has occurred under the OpCo Facility Agreements, the Subordinated Facility Agreement or the Opco Restructure Murabaha Agreement, then the Grantor will, if so requested by the Administrative Agent, treat the Administrative Agent or the Administrative Agent's designee, as the case may be, for all purposes as BT Funding hereunder and in all respects comply with all obligations under this

Agreement that are asserted by the Administrative Agent as the successor to BT Funding hereunder, irrespective of whether the Grantor has received any such notice from BT Funding.

9. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

10. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) 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 NEW YORK.

[Signatures on Following Page]

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

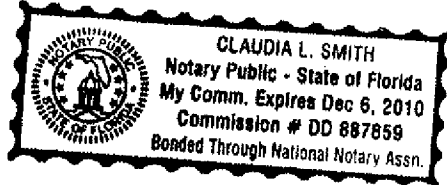
BIJOUX TERNER LLC, a Delaware limited liability company

By: *Lowell M. Rush*
Name: Lowell M. Rush
Title: VP/CFO

Signed, sealed and delivered
this 18th day of September, 2009

Claudia L. Smith
Notary Public

December 6th, 2010
My Commission expires:



Jan [Signature]
Witness
[Signature]
Witness

Schedule I (Modified 01/19/2012)

Trademarks and Trademark Applications			
Application or Reg. No. (Serial No.)	Country	Word Mark	Owner of Record
85001886	US	B YOU (stylized)	Bijoux Ternier, LLC
85001638	US	B YOU (stylized)	Bijoux Ternier, LLC
85001632	US	B YOU (stylized)	Bijoux Ternier, LLC
85001627	US	B YOU (stylized)	Bijoux Ternier, LLC
85001619	US	B YOU (stylized)	Bijoux Ternier, LLC
77938553	US	BIJOUX TERNER	Bijoux Ternier, LLC
77938561	US	BIJOUX TERNER	Bijoux Ternier, LLC
85001878	US	BIJOUX TERNER	Bijoux Ternier, LLC
77937514	US	BT	Bijoux Ternier, LLC
77937507	US	BT	Bijoux Ternier, LLC
77937499	US	BT	Bijoux Ternier, LLC
77937477	US	BT	Bijoux Ternier, LLC
77921645	US	X'EST JOLIE	Bijoux Ternier, LLC
77921639	US	X'EST JOLIE	Bijoux Ternier, LLC
77921633	US	X'EST JOLIE	Bijoux Ternier, LLC
77917913	US	DEJA VOUX	Bijoux Ternier, LLC
77918055	US	DEJA VOUX	Bijoux Ternier, LLC
77917889	US	DEJA VOUX	Bijoux Ternier, LLC
77917843	US	DEJA VOUX	Bijoux Ternier, LLC
77917920	US	VOUX	Bijoux Ternier, LLC
77918049	US	VOUX	Bijoux Ternier, LLC
77917884	US	VOUX	Bijoux Ternier, LLC
77917825	US	VOUX	Bijoux Ternier, LLC
77918058	US	X'E JOLIE	Bijoux Ternier, LLC
77917909	US	X'E JOLIE	Bijoux Ternier, LLC
77917891	US	X'E JOLIE	Bijoux Ternier, LLC
77917832	US	X'E JOLIE	Bijoux Ternier, LLC
85007373	US	X'EST JOLIE	Bijoux Ternier, LLC
77698998	US	BIJOUX TERNER LUXURY AT \$10 & Design	Bijoux Ternier, LLC
77699006	US	BIJOUX TERNER LUXURY AT \$10 & Design	Bijoux Ternier, LLC
77714369	US	BIJOUX TERNER LUXURY AT \$10 & Design	Bijoux Ternier, LLC

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77442706	US	GET MORE GIVE MORE	Bijoux Turner, LLC
77442739	US	BIJOUX TERNER- GET MORE GIVE MORE & DES.	Bijoux Turner, LLC
85250447	US	TRESOR DU TEMP (DESIGN)	Bijoux Turner, LLC
85504168	US	PICKZIES	Bijoux Turner, LLC