

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
SAMUELS JEWELERS, INC.		02/06/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Agent
Street Address:	10 Riverview Drive
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06810
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1493669	SCHUBACH JEWELERS
Registration Number:	1929352	AL
Registration Number:	3277453	24 KARAT CARD
Registration Number:	3354839	SAMUELS DIAMONDS
Registration Number:	3356494	SAMUELS JEWELERS
Registration Number:	3581088	JENNIFER MORGAN
Serial Number:	85392546	VOW TO WOW
Serial Number:	85392219	LUX3
Serial Number:	85416434	BRILLIANT FIRE
Serial Number:	85490272	ORIANO
Serial Number:	85490290	CALISTA
Serial Number:	85490306	MATISSE
Serial Number:	85490318	WEST END

CORRESPONDENCE DATA

900214196

TRADEMARK
 REEL: 004713 FRAME: 0336

OP \$340.00 1493669

Fax Number: (617)341-7701
Phone: 617-341-7732
Email: mary.hurley@morganlewis.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Mary F. Hurley
Address Line 1: 225 Franklin Street
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	72461-102504-0047
NAME OF SUBMITTER:	Mary F. Hurley
Signature:	/Mary F. Hurley/
Date:	02/08/2012

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of December 9, 2011 (including all exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Samuels Jewelers, Inc. ("Samuels") and the other Borrowers party thereto, Samuels, as Borrower Representative, each other Person time to time party thereto as a "Credit Party", the several financial institutions party thereto as lenders (the "Lenders"), and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security 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 Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security 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 or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

Very truly yours,

SAMUELS JEWELERS, INC.

as Grantor

By: 

Name: Robert Herman
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004713 FRAME: 0340


ACKNOWLEDGMENT OF GRANTOR

State of Texas)

County of Travis)

ss.

On this 6TH day of February, 2012 before me personally appeared Robert Herman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Samuels Jewelers, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004713 FRAME: 0341

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.

Very truly yours,

SAMUELS JEWELERS, INC.
as Grantor

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: Charles D. Chiedo

Name:

Charles D. Chiedo

Title:

Duly Authorized Signatory

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

SCHUBACH JEWELERS

Registration Number: 1493669

Filing Date: 6/9/1987

Registration Date: 6/21/1988

Owner: (Registrant) Western States Jewelers Corporation;
(Last Listed Owner) Samuels Jewelers, Inc.

AL

Registration Number: 1929352

Filing Date: 5/12/1994

Registration Date: 10/24/1995

Owner: Samuels Jewelers, Inc.

24 KARAT CARD

Registration Number: 3277453

Filing Date: 10/3/2005

Registration Date: 8/7/2007

Owner: Samuels Jewelers, Inc.

SAMUELS DIAMONDS

Registration Number: 3354839

Filing Date: 9/15/2006

Registration Date: 12/18/2007

Owner: Samuels Jewelers, Inc.

SAMUELS JEWELERS

Registration Number: 3356494

Filing Date: 9/14/2006

Registration Date: 12/18/2007

Owner: Samuels Jewelers, Inc.

JENNIFER MORGAN

Registration Number: 3581088

Filing Date: 4/2/2007

Registration Date: 2/24/2009

Owner: Samuels Jewelers, Inc.

2. TRADEMARK APPLICATIONS

LUX3

Registration Number: N/A
Application Number: 85392219
Filing Date: 8/8/2011
Owner: Samuels Jewelers, Inc.

VOW TO WOW

Registration Number: N/A
Application Number: 85392546
Filing Date: 8/8/2011
Owner/Applicant: Samuels Jewelers, Inc.

BRILLIANT FIRE

Registration Number: N/A
Application Number: 85416434
Filing Date: 9/7/2011
Owner/Applicant: Samuels Jewelers, Inc.

ORIANO

Registration Number: N/A
Application Number: 85490272
Filing Date: 12/8/2011
Owner/Applicant: Samuels Jewelers, Inc.

CALISTA

Registration Number: N/A
Application Number: 85490290
Filing Date: 12/8/2011
Owner/Applicant: Samuels Jewelers, Inc.

MATISSE

Registration Number: N/A
Application Number: 85490306
Filing Date: 12/8/2011
Owner/Applicant: Samuels Jewelers, Inc.

WEST END

Registration Number: N/A
Application Number: 85490318
Filing Date: 12/8/2011
Owner/Applicant: Samuels Jewelers, Inc.

3. IP LICENSES

None.