

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
BT Funding Corp.		02/24/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	110 East Broward Blvd.
Internal Address:	MAC-Z6186-110
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33301
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	77714369	BIJOUX TERNER LUXURY AT \$10
Serial Number:	77699006	BIJOUX TERNER LUXURY AT \$10
Serial Number:	77698998	BIJOUX TERNER LUXURY AT \$10
Serial Number:	77442706	GET MORE GIVE MORE
Serial Number:	77917920	VOUX
Serial Number:	77917884	VOUX
Serial Number:	77918049	VOUX
Serial Number:	77918055	DEJA VOUX
Serial Number:	77917913	DEJA VOUX
Serial Number:	77917889	DEJA VOUX
Serial Number:	76381393	BIJOUX TERNER
Serial Number:	76381394	BIJOUX TERNER
Serial Number:	76381395	BIJOUX TERNER

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Serial Number:	77938561	BIJOUX TERNER
Serial Number:	77938553	BIJOUX TERNER
Serial Number:	85001878	BIJOUX TERNER
Serial Number:	73637050	BIJOUX TERNER
Serial Number:	77921645	X'EST JOLIE
Serial Number:	77921639	X'EST JOLIE
Serial Number:	85007373	X'EST JOLIE
Serial Number:	85001886	B YOU
Serial Number:	85001619	B YOU
Serial Number:	85001627	B YOU
Serial Number:	85001632	B YOU
Serial Number:	85230955	TRESOR DU TEMP
Serial Number:	85223834	ADIXION
Serial Number:	85250447	TRÉSOR DU TEMP
Serial Number:	85504168	PICKZIES

**CORRESPONDENCE DATA**

Fax Number: (407)648-9099  
Phone: 407-244-8246  
Email: jriola@carltonfields.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Jill Sarnoff Riola  
Address Line 1: 450 S. Orange Ave.  
Address Line 2: Carlton Fields, PA  
Address Line 4: Orlando, FLORIDA 32801

ATTORNEY DOCKET NUMBER:	55152-41785
NAME OF SUBMITTER:	Jill Sarnoff Riola
Signature:	/jill sarnoff riola/
Date:	03/06/2012

**Total Attachments: 11**

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**TRADEMARK**  
**REEL: 004731 FRAME: 0801**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of February 24, 2012, between BT Funding Corp., a Delaware corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION (together with its successors and assigns "Wells Fargo").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement) between Grantor and Wells Fargo, Wells Fargo is willing to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in order to induce Wells Fargo to enter into the Credit Agreement and the other Loan Documents and to induce Wells Fargo to make Advances to Grantor under the Line of Credit and other financial accommodations to Grantor as provided for in the Credit Agreement, and in order to secure the prompt and complete payment, observance and performance of all Indebtedness, Grantor has agreed to execute and deliver to Wells Fargo this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Wells Fargo a continuing first priority security interest in all of Grantor's right, title and interest in, to and under all of Grantor's Trademarks (as defined in the Credit Agreement), whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), including those referred to on Schedule I hereto.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all Indebtedness, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Indebtedness and would be owed by Grantor and GSS, or either of them, to Wells Fargo, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency, receivership or other similar case or proceeding under any Debtor Relief Law involving Grantor or GSS.

4. CREDIT AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Wells Fargo pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Wells Fargo with respect to the security interest in the Trademark Collateral made and 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.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice as promptly as practicable, and in any event no later than ten (10) Business Days thereof, in writing to Wells Fargo with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Wells Fargo unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Wells Fargo's continuing security interest in all Collateral, whether or not listed on Schedule I.

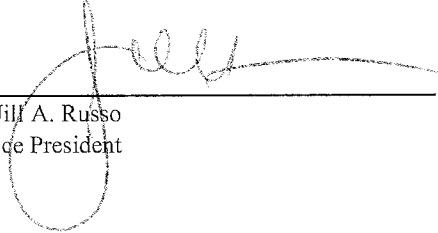
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Indebtedness shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Indebtedness other than unasserted contingent indemnification obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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IN WITNESS WHEREOF, 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.

**BT FUNDING CORP.**

By:   
Name: Jill A. Russo  
Title: Vice President

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_  
Name:  
Title:

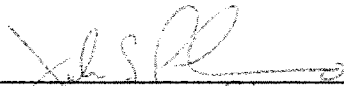
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BT FUNDING CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By:  \_\_\_\_\_  
Name: John L. Palumbo  
Title: Vice President

SCHEDULE I  
to  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

See attached.



## BIJOUX TERNER TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Owner	Trademark	Appln No	Appln Date	Reg No	RegDate
Antigua and Barbuda	Bijoux Termer, LLC	BIJOUX TERNER		7/24/2002	6048	7/24/2002
Argentina	Bijoux Termer, LLC	BIJOUX TERNER	2372946	4/24/2002	1.922.218	4/14/2003
Aruba	Bijoux Termer, LLC	BIJOUX TERNER	IM-020620.18	3/12/2002	22086	10/7/2002
Australia	Bijoux Termer, LLC	BIJOUX TERNER	934667	11/18/2002	934667	11/18/2002
Australia	Bijoux Termer, LLC	BIJOUX TERNER	1359876	5/5/2010	1359876	5/5/2010
Bahamas	Bijoux Termer Partnership	BIJOUX TERNER		8/20/2002	25260	3/12/2002
Barbados	Bijoux Termer, LLC	BIJOUX TERNER		11/25/2003	81/18759	4/30/2004
Barbados	Bijoux Termer, LLC	BIJOUX TERNER		8/27/2002	81/17238	9/4/2003
Belize	Bijoux Termer, LLC	BIJOUX TERNER	904.02	8/15/2002	904.02	1/20/2003
Bolivia	Bijoux Termer, LLC	BIJOUX TERNER	SM-1384-02	4/29/2002	105342-C	9/8/2006
Brazil	Bijoux Termer Partnership	BIJOUX TERNER	824611080	6/14/2002	824611080	5/29/2007
Brunei Darussalam	Bijoux Termer, LLC	BIJOUX TERNER	TMA 23,212	9/25/1993	20,374	9/20/2000
Canada	Bijoux Termer, LLC	BIJOUX TERNER	1138727	4/24/2002	TMA623210	10/22/2004
Chile	Bijoux Termer, LLC	BIJOUX TERNER	612.261	6/26/2003	685.888	2/17/2004
China (PRC)	Bijoux Termer Partnership	BIJOUX TERNER	3172535	5/10/2002	3172535	8/14/2003
China (PRC)	Bijoux Termer, LLC	TERNER	8438920	6/30/2010		
Colombia	Bijoux Termer, LLC	BIJOUX TERNER	92 304806	10/22/1989	144610	10/22/1993
Costa Rica	Bijoux Termer Partnership	BIJOUX TERNER	2002-0004046	6/14/2002	138,209	4/8/2003

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## BIJOUX TERNER TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Owner	Trademark	Appln No	Appln Date	Reg No	RegDate
CTM/EU	Bijoux Ternier, LLC	BIJOUX TERNER	2685006	5/1/2002	2685006	8/6/2003
CTM/EU	Bijoux Ternier, LLC	BIJOUX TERNER	009085739	5/6/2010	9085739	5/6/2010
Dominica	Bijoux Ternier, LLC	BIJOUX TERNER	75/2010	4/7/2010		
Dominican Republic	Bijoux Ternier, LLC	BIJOUX TERNER	2002-118829	6/17/2002	129,450	10/15/2002
Ecuador	Bijoux Ternier, LLC	BIJOUX TERNER	123243-02	4/24/2002	19747-03	9/24/2002
El Salvador	Bijoux Ternier Partnership	BIJOUX TERNER	E-26081-2002	6/10/2002	125/191	3/9/2007
El Salvador	Bijoux Ternier Partnership	TERNER	E-23044/02	3/4/2000	75/193	4/26/2010
France	Bijoux Ternier, LLC	BIJOUX TERNER	10/3735914	5/5/2010	3735914	5/5/2010
Georgia	Bijoux Ternier, LLC	BIJOUX TERNER	1058746 (A0021953)	11/4/2010	1058746	11/4/2010
Germany	Bijoux Ternier, LLC	BIJOUX TERNER	B 98183	3/27/1993	2057301	2/21/1994
Greece	Bijoux Ternier, LLC	BIJOUX TERNER	154488	5/21/2010	154488	10/19/2011
Guatemala	Bijoux Ternier, LLC	BIJOUX TERNER	2002-04695	7/15/2002	126,747	11/12/2003
Honduras	Bijoux Ternier Partnership	BIJOUX TERNER	7376-02	5/6/2002	85899	10/29/2002
Hong Kong	Bijoux Ternier Partnership	BIJOUX TERNER	200206094	4/29/2002	200302452	2/20/2003
India	Bijoux Ternier, Inc.	BIJOUX TERNER	01102046	5/3/2002	1102046	3/12/2002
India	Bijoux Ternier, LLC	BIJOUX TERNER	2051622	11/10/2010		
Indonesia	Bijoux Ternier Partnership	BIJOUX TERNER	D00-2003-01882-01909	1/27/2003	559045	1/27/2004

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## BIJOUX TERNER TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Owner	Trademark	Appln No	Appln Date	Reg No	RegDate
Israel	Bijoux Terner, LLC	BIJOUX TERNER	160,544	11/14/2002	160,544	12/4/2003
Italy	Bijoux Terner, LLC	BIJOUX TERNER	MI2010C004803	5/6/2010		
Jamaica	Bijoux Terner, LLC	BIJOUX TERNER	43,502	2/3/2003	43,502	2/3/2003
Jamaica	Bijoux Terner, LLC	BIJOUX TERNER	42,678	7/9/2002	42,678	7/9/2002
Japan	Bijoux Terner Partnership	BIJOUX TERNER	2002-096907	11/15/2002	4894013	9/9/2005
Malaysia	Bijoux Terner, LLC	BIJOUX TERNER	02014453	11/20/2002	02014453	11/20/2002
Malaysia	Bijoux Terner, LLC	BIJOUX TERNER	2010-08049	5/6/2010	2010008049	2/18/2010
Mexico	Bijoux Terner Partnership	BIJOUX TERNER	544656	4/26/2002	758481	8/12/2002
New Zealand	Bijoux Terner, LLC	BIJOUX TERNER	668669	11/15/2002	668669	5/15/2003
Netherlands Antilles	Bijoux Terner Partnership	BIJOUX TERNER	D-200571	7/12/2002	09663	7/12/2002
Nicaragua	Bijoux Terner, LLC	BIJOUX TERNER	2002-001601	6/21/2002	56,628	1/21/2003
Panama	Bijoux Terner Partnership	BIJOUX TERNER	121,385	6/12/2002	121,385	9/17/2003
Paraguay	Bijoux Terner, LLC	BIJOUX TERNER	10364	5/6/2002	254344	12/30/2002
Peru	Bijoux Terner, LLC	BIJOUX TERNER	150296	4/24/2002	85004	11/25/2002
Puerto Rico	Bijoux Terner, LLC	BIJOUX TERNER	57,799	6/17/2002	57,799	7/21/2004
Puerto Rico	Bijoux Terner, LLC	BELLA MODA	71,032	8/24/2006	71,032	8/24/2006
Puerto Rico	Bijoux Terner, LLC	BELLA MODA	70,987	8/24/2006	70,987	8/24/2006

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**BIJOUX TERNER TRADEMARK  
APPLICATIONS AND REGISTRATIONS**

<b>Country</b>	<b>Owner</b>	<b>Trademark</b>	<b>Appln No</b>	<b>Appln Date</b>	<b>Reg No</b>	<b>RegDate</b>
Singapore	Bijoux Terner, LLC	BIJOUX TERNER	T0205872H	5/3/2002	T0205872H	5/3/2002
Spain	Bijoux Terner, LLC	BIJOUX TERNER	M2929046 (5)	5/6/2010	2.929.046	5/6/2010
St. Lucia	Bijoux Terner Partnership	BIJOUX TERNER	TM/2003/000027	2/3/2003	27/2003	2/3/2003
St. Lucia	Bijoux Terner LLC	BIJOUX TERNER	TM/2002/000218	7/17/2002	218/2002	7/17/2002
Taiwan	Bijoux Terner Partnership	BIJOUX TERNER	91-016871	4/30/2002	1035099	3/1/2003
Thailand	Bijoux Terner Partnership	BIJOUX TERNER	507777	1/3/2003	Kor187916	1/3/2003
Trinidad and Tobago	Bijoux Terner, LLC	BIJOUX TERNER	B33267	8/26/2002	B33267	5/4/2004
Trinidad and Tobago	Bijoux Terner, LLC	BIJOUX TERNER	B35851	2/21/2005	B35851	11/11/2005
Tunisia	Bijoux Terner Partnership	BIJOUX TERNER	EE02.0786	5/2/2002	EE02.0786	5/2/2002
UAE	Bijoux Terner, LLC	BIJOUX TERNER	149190	11/8/2010		
United Kingdom	Bijoux Terner, LLC	BIJOUX TERNER	2546589	5/5/2010	2546589	5/5/2010
Uruguay	Bijoux Terner, LLC	BIJOUX TERNER	340468	4/29/2002	340468	12/4/2003
Venezuela	Bijoux Terner Partnership	BIJOUX TERNER	05914/02	4/26/2002		

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## BIJOUX TERNER WORLDWIDE TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Owner	Trademark	Appln No	Appln Date	Reg No	Reg Date
US	Bijoux Terner, LLC	BIJOUX TERNER LUXURY AT \$10	77/714,369	15-Apr-2009	3,794,637	05-May-2010
US	Bijoux Terner, LLC	BIJOUX TERNER LUXURY AT \$10	77/699,006	25-Mar-2009	3,800,690	08-Jun-2010
US	Bijoux Terner, LLC	BIJOUX TERNER LUXURY AT \$10	77/698,998	25-Mar-2009	3,994,365	12-Jul-2011
US	Bijoux Terner, LLC	GET MORE GIVE MORE	77/442,706	08-Apr-2008	3,661,722	28-Jul-2009
US	Bijoux Terner, LLC	VOUX	77/917,920	22-Jan-2010	3,999,038	19-Jul-2011
US	Bijoux Terner, LLC	VOUX	77/917,884	22-Jan-2010	3,994,652	12-Jul-2011
US	Bijoux Terner, LLC	VOUX	77/918,049	22-Jan-2010	3,994,653	12-Jul-2011
US	Bijoux Terner, LLC	DEJA VOUX	77/918,055	22-Jan-2010	3,994,654	12-Jul-2011
US	Bijoux Terner, LLC	DEJA VOUX	77/917,913	22-Jan-2010	3,999,037	19-Jul-2011
US	Bijoux Terner, LLC	DEJA VOUX	77/917,889	22-Jan-2010	4,003,272	26-Jul-2011
US	Bijoux Terner, LLC	BIJOUX TERNER	76/381,393	12-Mar-2002	2,680,569	28-Jan-2003
US	Bijoux Terner, LLC	BIJOUX TERNER	76/381,394	12-Mar-2002	2,666,432	24-Dec-2002
US	Bijoux Terner, LLC	BIJOUX TERNER	76/381,395	12-Mar-2002	2,726,709	17-Jun-2003
US	Bijoux Terner, LLC	BIJOUX TERNER	77/938,561	18-Feb-2010	4,006,995	02-Aug-2011
US	Bijoux Terner, LLC	BIJOUX TERNER	77/938,553	18-Feb-2010	3,841,415	31-Aug-2010
US	Bijoux Terner, LLC	BIJOUX TERNER	85/001,878	30-Mar-2010	3,861,046	12-Oct-2010
US	Bijoux Terner, LLC	BIJOUX TERNER	73/637,050	24-Dec-1986	1,517,908	27-Dec-1988

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**BIJOUX TERNER WORLDWIDE TRADEMARK  
APPLICATIONS AND REGISTRATIONS**

<b>Country</b>	<b>Owner</b>	<b>Trademark</b>	<b>Appln No</b>	<b>Appln Date</b>	<b>Reg No</b>	<b>Reg Date</b>
US	Bijoux Terner, LLC	X'EST JOLIE	77/921,645	27-Jan-2010	3,994,665	12-Jul-2011
US	Bijoux Terner, LLC	X'EST JOLIE	77/921,639	27-Jan-2010	3,994,664	12-Jul-2011
US	Bijoux Terner, LLC	X'EST JOLIE	85/007,373	06-Apr-2010	4,007,123	02-Aug-2011
US	Bijoux Terner, LLC	B YOU (design)	85/001,886	30-Mar-2010	<b>PENDING</b>	
US	Bijoux Terner, LLC	B YOU (design)	85/001,619	30-Mar-2010	<b>PENDING</b>	
US	Bijoux Terner, LLC	B YOU (design)	85/001,627	30-Mar-2010	<b>PENDING</b>	
US	Bijoux Terner, LLC	B YOU (design)	85/001,632	30-Mar-2010	<b>PENDING</b>	
US	Bijoux Terner, LLC	TRESOR DU TEMP	85/230,955	01-Feb-2011	<b>PENDING</b>	
US	Bijoux Terner, LLC	ADIXION	85/223,834	22-Jan-2011	<b>PENDING</b>	
US	Bijoux Terner, LLC	TRESOR DU TEMP (design)	85/250,447	24-Feb-2011	<b>PENDING</b>	
US	Bijoux Terner, LLC	PICKZIES	85/504,168	27-Dec-2011	<b>PENDING</b>	

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