

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
ZALE CORPORATION		07/24/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Z INVESTMENT HOLDINGS, LLC		
Street Address:	ONE EMBARCADERO CENTER, 39TH FLOOR		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 60			
Property Type	Number	Word Mark	
Registration Number:	2990093		
Registration Number:	3063698	100 YEARS OF LOVE	
Registration Number:	3447069	BELLY ICING	
Registration Number:	4073335	BODY BY PAGODA	
Registration Number:	3025181	BRILLIANT BUY	
Registration Number:	2436208	BRILLIANT BUY	
Registration Number:	3958556	BRILLIANT VALUE	
Registration Number:	3975157	C	
Registration Number:	3455127	CELEBRATING RELATIONSHIPS SINCE 1905	
Registration Number:	3412788	CELEBRATION DIAMOND	
Registration Number:	1134849	CORRIGAN'S	
Registration Number:	1338341	DIAMOND CARD	
Registration Number:	4076470	EL LUGAR DE DIAMANTES	
Registration Number:	3562705	EVERY BODY DESERVES A LITTLE ICING	

CH \$1515.00 2990093

Registration Number:	2208503	EVERY DAY IS SOMEONE'S BIRTHDAY AT ZALES
Registration Number:	4060840	GET INSPIRED
Registration Number:	1637242	GORDON'S
Registration Number:	1637241	GORDON'S JEWELERS
Registration Number:	1645647	GORDON'S JOYEROS
Registration Number:	3026017	GORDON'S LASERGUARD PROTECTION
Registration Number:	3077213	GOT GOLD? GET THREADS!
Registration Number:	3770845	LINZ AWARD
Registration Number:	3565444	LOVE ROCKS BY JAGS
Registration Number:	3454770	M.Y. BEADS MAKE IT YOURS
Registration Number:	2142398	PGDA
Registration Number:	2740056	PIERCING PAGODA
Registration Number:	1641670	PIERCING PAGODA
Registration Number:	3012806	PIERCING PAGODA+
Registration Number:	3390135	QUALITY TRUST EXPERTISE
Registration Number:	0765477	RING OF LIFE
Registration Number:	3370839	ROMANTIC CREATION
Registration Number:	3374374	ROMANTIC CREATION INSPIRED BY LOVE . CREATED BY YOU.
Registration Number:	3848824	SAY I LOVE YOU LIKE NEVER BEFORE
Registration Number:	2071655	SILVER & GOLD CONNECTION
Registration Number:	2581578	THE ZALES DIAMOND
Registration Number:	3848823	THIS HOLIDAY SAY I LOVE YOU LIKE NEVER BEFORE
Registration Number:	3436856	TIMECHANGE
Registration Number:	4169171	TINY TOES
Registration Number:	3432046	TOTALLY PAGODA
Registration Number:	3025182	UNA COMPRA BRILLANTE
Registration Number:	3346252	WHEN YOU'VE GOT THE PERFECT GIFT YOU KNOW IT
Registration Number:	3982120	WISH UPON A DIAMOND
Registration Number:	1247023	Z
Registration Number:	2133109	ZALES
Registration Number:	2068743	ZALES
Registration Number:	1364390	ZALES
Registration Number:	1351098	ZALES
Registration Number:	0720467	ZALES

Registration Number:	3446182	ZALES COMPANY STORE
Registration Number:	2274924	ZALES HOLIDAY BEAR
Registration Number:	2941301	ZALES LA JOYERIA DE DIAMANTES
Registration Number:	2662867	ZALES OUTLET
Registration Number:	2309877	ZALES SIGNATURE COLLECTION
Registration Number:	2774796	ZALES THE DIAMOND STORE
Registration Number:	1050371	ZALES THE DIAMOND STORE
Registration Number:	2296939	ZALES THE DIAMOND STORE OUTLET
Registration Number:	2985968	ZP
Serial Number:	85609374	CANDY COLORED DIAMONDS
Serial Number:	85395644	IDEAL ROMANCE
Registration Number:	1811208	WRIGHT KAY

CORRESPONDENCE DATA

Fax Number: 2124464900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38310-416
NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	07/25/2012

Total Attachments: 20

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TRADEMARK

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PATENT, INDUSTRIAL DESIGN AND TRADEMARK SECURITY AGREEMENT dated as of July 24, 2012, by and among each of: ZALE CORPORATION, a Delaware corporation ("Zale"), the Subsidiaries from time to time party hereto (each, including Zale, a "Grantor", and collectively, the "Grantors") and Z INVESTMENT HOLDINGS, LLC, in its capacity as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent") for the Credit Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

Reference is made to (a) the Amended and Restated Credit Agreement dated as of July 24, 2012 (as such may be amended, modified, supplemented or restated hereafter, the "Credit Agreement") by and among (i) Zale, Zale Delaware, Inc., a Delaware corporation ("Zale Delaware"), ZGCO, LLC, a Virginia limited liability company ("ZGCO"), TXDC, L.P., a Texas limited partnership ("TXDC"), and Zale Puerto Rico, Inc., a Puerto Rico corporation ("Zale PR" and together with Zale, Zale Delaware, ZGCO, TXDC and Zale PR, the "Borrowers"), (ii) the other Grantors and certain other Subsidiaries of Zale, as Facility Guarantors, (iii) the Lenders party thereto from time to time and (iv) the Administrative Agent and (b) the Security Agreement dated as of May 10, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Administrative Agent. The Lenders have agreed to continue the Loans of the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to continue such Loans are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the continuation of the Loans to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to continue the Loans. Accordingly, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or Security Agreement, as applicable. The rules of interpretation specified in Section 1.2 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Credit Parties, a security interest in, all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent, Industrial Design and Trademark Collateral"):

(a)(i) any and all patents and patent applications, including those listed on Schedule I; (ii) all inventions and improvements described and claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past, present and future infringements thereof; (v) all rights to sue for past, present and future infringements thereof; and (vi) all rights corresponding to any of the foregoing;

(b)(i) all trademarks (including service marks), trade names, trade dress, trade styles and other source indicators, including those listed on Schedule II, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including damages, claims and payments for past and future infringements thereof; (v) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing; and

(c)(i) all industrial designs and industrial design applications, including those listed on Schedule III; (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past, present and future infringements thereof; (iii) all rights to sue for past, present and future infringements thereof; and (iv) all rights corresponding to any of the foregoing

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement and the Patent, Industrial Design and Trademark Agreement dated as of May 10, 2010 (the "Existing PIDT Agreement") by and among certain of the Grantors and the Administrative Agent. The security interests granted to the Administrative Agent pursuant to the Security Agreement and the Existing PIDT Agreement shall remain in effect and shall continue in existence after giving effect to this Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent, Industrial Design and Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single

contract. This Agreement, the Existing PIDT Agreement, the Security Agreement, the Intercreditor Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic method of transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

ZALE DELAWARE, INC.,
a Delaware corporation

By: Elizabeth J. Galloway
Name: Elizabeth J. Galloway
Title: Vice President and Treasurer

ZALE CORPORATION,
a Delaware corporation

By: Elizabeth J. Galloway
Name: Elizabeth J. Galloway
Title: Vice President and Treasurer

ZGCO, LLC,
a Virginia limited liability company

By: Elizabeth J. Galloway
Name: Elizabeth J. Galloway
Title: Vice President and Treasurer

TXDC, L.P.,
a Texas limited partnership

By: Zale Delaware, Inc.,
a Delaware corporation,
its General Partner

By: Elizabeth J. Galloway
Name: Elizabeth J. Galloway
Title: Vice President and Treasurer

ZALE PUERTO RICO, INC.,
a Puerto Rico corporation

By: Elizabeth J. Galloway
Name: Elizabeth J. Galloway
Title: Vice President and Treasurer

ZALE CANADA CO.,
a Nova Scotia unlimited company

By: Elizabeth J. Galloway
Name: Elizabeth J. Galloway
Title: Vice President and Treasurer

ZAP, INC.,
a Delaware corporation,

By: Elizabeth J. Galloway
Name: Elizabeth J. Galloway
Title: Vice President and Treasurer

ZCSC, LLC,
a Delaware limited liability company,

By: Kevin Rupkey
Name: Kevin Rupkey
Title: Vice President

ZALE INTERNATIONAL, INC.,
a Delaware corporation,

By: Elizabeth J. Galloway
Name: Elizabeth J. Galloway
Title: Vice President and Treasurer

**ZALE EMPLOYEES' CHILD CARE
ASSOCIATION, INC.,**
a Texas corporation,

By: Elizabeth J. Galloway
Name: Elizabeth J. Galloway
Title: Vice President and Treasurer

ZALE CANADA FINCO, LLC,
a Delaware limited liability company

By: Elizabeth J. Galloway
Name: Elizabeth J. Galloway
Title: Vice President and Treasurer

Z INVESTMENT HOLDINGS, LLC,
a Delaware limited liability company,
as Administrative Agent

By: 

Name: Joshua Olshansky

Title: Manager

TRADEMARK

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Patents

U.S. Patents:

Title	Patent/Patent Application Number (Publication Number)	Issue/Filing Date	Owner/ Assignee
Interface circuit for a telephone system (expired)	4,484,031	11/20/1984	Zale Corporation
Coarse focus mechanism for microscopes (expired)	4,003,628	1/18/1977	Zale Corporation
Diamond	D528,460	9/19/2006	Zale Canada Co.
Gemstone	D581,828	12/02/2008	TXDC, L.P.

Patent Applications

None.

Trademarks

U.S. Trademarks:

Registrant's Name	Trademark Name	Registration/ Serial Number	Current Owner (If Other than Registrant)
TXDC, L. P.		2990093	
TXDC L. P.	100 YEARS OF LOVE	3063698	
TXDC L. P.	BELLY ICING	3447069	
TXDC L. P.	BODY BY PAGODA	4073335	
TXDC L. P.	BRILLIANT BUY	3025181	
Zale Delaware Inc.	BRILLIANT BUY & Design	2436208	TXDC L. P.
TXDC L. P.	BRILLIANT VALUE	3958556	
TXDC L. P.	C & Design	3975157	
TXDC L. P.	CANDY COLORED DIAMONDS	85609374	
TXDC L. P.	CELEBRATING RELATIONSHIPS SINCE 1905	3455127	
TXDC L. P.	CELEBRATION DIAMOND	3412788	
Zale Corporation	CORRIGAN'S	1134849	TXDC, L. P.
Zale Corporation	DIAMOND CARD	1338341	TXDC, L. P.
TXDC L. P.	EL LUGAR DE DIAMANTES	4076470	
TXDC L. P.	EVERY BODY DESERVES A LITTLE ICING	3562705	
Zale Delaware, Inc.	EVERY DAY IS SOMEONE'S BIRTHDAY AT ZALES	2208503	TXDC L. P.
TXDC L. P.	GET INSPIRED	4060840	
TXDC L. P.	GORDON'S	1637242	
TXDC L. P.	GORDON'S JEWELERS	1637241	
Zale Delaware, Inc.	GORDON'S JOYEROS	1645647	TXDC L. P.
TXDC L. P.	GORDON'S LASERGUARD	3026017	

Registrant's Name	Trademark Name	Registration/ Serial Number	Current Owner (If Other than Registrant)
	PROTECTION		
TXDC L. P.	GOT GOLD? GET THREADS!	3077213	
TXDC L. P.	IDEAL ROMANCE	85395644	
TXDC L. P.	LINZ AWARD	3770845	
TXDC L. P.	LOVE ROCKS BY JAGS	3565444	
TXDC L. P.	M.Y. BEADS MAKE IT YOURS	3454770	
TXDC L. P.	PGDA	2142398	
TXDC, L. P.	PIERCING PAGODA	2740056	
Zale Delaware Inc. U.S State: Nevada	PIERCING PAGODA	TN00340209	
Piercing Pagoda Inc.	PIERCING PAGODA & Design	1641670	TXDC L. P.
TXDC L. P.	PIERCING PAGODA+	3012806	
TXDC L. P.	QUALITY TRUST EXPERTISE & Design	3390135	
Zale Jewelry Company, Inc.	RING OF LIFE	0765477	TXDCP, L. P.
TXDC L. P.	ROMANTIC CREATION	3370839	
TXDC L. P.	ROMANTIC CREATION INSPIRED BY LOVE. CREATED BY YOU.	3374374	
TXDC L. P.	SAY I LOVE YOU LIKE NEVER BEFORE	3848824	
TXDC L. P.	SILVER & GOLD CONNECTION	2071655	
Zale Delaware Inc.	SILVER & GOLD CONNECTION	Nevada State TN00340320	
Zale Delaware Inc.	THE ZALES DIAMOND	2581578	TXDC L. P.
TXDC L. P.	THIS HOLIDAY SAY I LOVE YOU LIKE NEVER BEFORE	3848823	
TXDC L. P.	TIMECHANGE	3436856	

Registrant's Name	Trademark Name	Registration/ Serial Number	Current Owner (If Other than Registrant)
TXDC L. P.	TINY TOES & Design	4169171	
TXDC L. P.	TOTALLY PAGODA	3432046	
TXDC L. P. Zale Delaware, Inc.	UNA COMPRA BRILLANTE	3025182	
TXDC L. P.	WHEN YOU'VE GOT THE PERFECT GIFT YOU KNOW IT	3346252	
TXDC L. P.	WISH UPON A DIAMOND	3982120	
Zale Delaware, Inc. Sterling Jewelers, Inc. [May wish to confirm ownership]	WRIGHT KAY	<u>1811208</u>	
Zale Corporation	Z & Design	1247023	TXDC, L. P.
Zale Delaware, Inc.	ZALES	2133109	TXDC L. P.
Zale Delaware, Inc.	ZALES	2068743	TXDC L. P.
Zale Corporation	ZALES	1364390	TXDC L. P.
Zale Corporation	ZALES	1351098	TXDC L. P.
Zale Jewelry Company Inc.	ZALES	0720467	TXDC L. P.
TXDC L. P.	ZALES COMPANY STORE	3446182	
Zale Delaware, Inc.	ZALES HOLIDAY BEAR	2274924	TXDC L. P.
TXDC L. P.	ZALES LA JOYERIA DE DIAMANTES	2941301	
TXDC, L. P.	ZALES OUTLET	2662867	
Zale Delaware, Inc.	ZALES SIGNATURE COLLECTION	2309877	TXDC L. P.
TXDC, L. P.	ZALES THE DIAMOND STORE	2774796	
Zale Corporation	ZALES THE DIAMOND STORE & Design	1050371	TXDC L. P.
Zale Delaware Inc.	ZALES THE DIAMOND STORE OUTLET	2296939	TXDC L. P.

Registrant's Name	Trademark Name	Registration/ Serial Number	Current Owner (If Other than Registrant)
TXDC L. P.	ZP	2985968	

Foreign Trademarks

MARK	STATUS	OWNER	SERVICE/ TRADE MARK	COUNTRY	APPLICATION NUMBER	APPLICATION/ FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
BAILEY, BANKS & BIDDLE	REGISTERED	ZDI	TM	JAPAN	H01-093215	8/17/1989	2,380,608	2/28/1992
BAILEY BANKS BIDDLE	REGISTERED	ZDI	TM	TAIWAN	078041849	9/13/1989	00478862	3/16/1990
BAILEY BANKS BIDDLE	REGISTERED	ZDI	TM	TAIWAN	078041850	9/13/1989	00477349	3/1/1990
BAYLOR	EXPIRED	ZDI	TM	SWITZER LAND	34/1991	1/4/1991	391,697	4/16/1992
BAYLOR	REGISTERED	ZDI	TM	TAIWAN	078041851	9/13/1989	00478863	3/16/1990
BAYLOR	REGISTERED	ZDI	TM	TAIWAN	078041852	9/13/1989	00477350	3/1/1990

MARK	STATUS	OWNER	SERVICE/ TRADE MARK	COUNTRY	APPLICATION NUMBER	APPLICATION/ FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
BE BRILLIANT	REGISTERED	TXDC	TM	PUERTO RICO	66,234(TM)	09/08/2005	66234	2/28/2006
BE BRILLIANT	REGISTERED	TXDC	SM	PUERTO RICO	66,224 (SM)	09/07/2005	66,224	2/28/2006
GORDON'S	REGISTERED	ZDI	TM	MEXICO	285685	1/30/1997	543,694	2/28/1997
GORDON'S	REGISTERED	ZDI	TM	JAPAN	H02-052421	5/11/1990	2,467,375	10/30/2002
GORDON'S	REGISTERED - TO BE RENEWED	ZDI	TM	JAPAN	H02-052422	5/11/1990	2,548,999	6/30/1993
GORDON'S JEWELERS (stylized)	REGISTERED	ZDI	SM	PUERTO RICO			42,334	12/31/1999
GORDON'S JOYEROS (stylized)	REGISTERED	ZDI	SM	PUERTO RICO			42,333	12/31/1999
HINT,HINT ...	EXPIRED	ZDI	TM	EUROPEA N COMMUN ITY: AT	1,641,877	5/5/2000	1,641,877	7/12/2001
HINT,HINT ...	EXPIRED		TM	EUROPEA N COMMUN ITY: BX	1,641,877	5/5/2000	1,641,877	7/12/2001

MARK	STATUS	OWNER	SERVICE/ TRADE MARK	COUNTRY	APPLICATION NUMBER	APPLICATION/ FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
HINT,HINT ...	EXPIRED		TM	EUROPEAN COMMUNITY: DE	1,641,877	5/5/2000	1,641,877	7/12/2001
HINT,HINT ...	EXPIRED		TM	EUROPEAN COMMUNITY: DK	1,641,877	5/5/2000	1,641,877	7/12/2001
HINT,HINT ...	EXPIRED		TM	EUROPEAN COMMUNITY: ES	1,641,877	5/5/2000	1,641,877	7/12/2001
HINT,HINT ...	EXPIRED		TM	EUROPEAN COMMUNITY: FI	1,641,877	5/5/2000	1,641,877	7/12/2001
HINT,HINT ...	EXPIRED		TM	EUROPEAN COMMUNITY: FR	1,641,877	5/5/2000	1,641,877	7/12/2001
HINT,HINT ...	EXPIRED		TM	EUROPEAN COMMUNITY: GB	1,641,877	5/5/2000	1,641,877	7/12/2001
HINT,HINT ...	EXPIRED		TM	EUROPEAN COMMUNITY: GR	1,641,877	5/5/2000	1,641,877	7/12/2001
HINT,HINT ...	EXPIRED		TM	EUROPEAN COMMUNITY: IE	1,641,877	5/5/2000	1,641,877	7/12/2001

MARK	STATUS	OWNER	SERVICE/ TRADE MARK	COUNTRY	APPLICATION NUMBER	APPLICATION/ FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
HINT,HINT ...	EXPIRED		TM	EUROPEAN COMMUNITY: IT	1,641,877	5/5/2000	1,641,877	7/12/2001
HINT,HINT ...	EXPIRED		TM	EUROPEAN COMMUNITY: PT	1,641,877	5/5/2000	1,641,877	7/12/2001
HINT,HINT ...	EXPIRED		TM	EUROPEAN COMMUNITY: SE	1,641,877	5/5/2000	1,641,877	7/12/2001
MISC DESIGN (FLYING Z)	REGISTERED	ZDI	TM	JAPAN	H02-042068	4/13/1990	2,561,127	7/30/1993
TOWN COUNTRY	REGISTERED	ZDI	TM	TAIWAN	078041853	3/13/1989	00477351	3/1/1990
TOWN COUNTRY	REGISTERED	ZDI	TM	TAIWAN	078041854	3/13/1989	00484051	5/16/1990
ZALE	REGISTERED	ZDI	SM	AUSTRIA	2527/90	5/15/1990	133,891	12/12/1990
ZALE	REGISTERED	ZDI	TM	UK	872,517	12/1/1964	872,517	12/1/1964
ZALE (JAPANESE ZE-E-RU)	ABANDONED	ZDI	TM	JAPAN	H03-082041	8/6/1991	2,711,624	12/26/1995

MARK	STATUS	OWNER	SERVICE/ TRADE MARK	COUNTRY	APPLICATION NUMBER	APPLICATION/ FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
ZALE (JAPANESE ZE-E-RU)	CANCELED	ZDI	TM	JAPAN	H02-042061	4/13/1990	2,716,495	9/30/1996
ZALE (JAPANESE ZE-E-RU)	CANCELED	ZALE CORP.	TM	JAPAN	H01-087449	8/1/1989	2,712,434	2/29/1996
ZALE (JAPANESE ZE-E-RU)	REGISTERED	ZDI	TM	JAPAN	H02-042062	4/13/1990	2,522,379	3/31/1993
ZALE (JAPANESE ZE-E-RU)	REGISTERED ; will be allowed to go to cancellation	ZDI	TM	JAPAN	H01-087450	8/1/1989	2,420,846	6/30/1992
ZALE	REGISTERED	ZALE CORP.	TM	BOSNIA- HERZEGO VINA			35871	5/16/1990
ZALE	REGISTERED	ZALE CORP.	TM	KOSOVO			35871	5/16/1990
ZALE	REGISTERED	ZALE CORP.	TM	MACEDO NIA			35871	5/16/1990
ZALE	REGISTERED	ZALE CORP.	TM	MONTEN EGRO			35871	5/16/1990
ZALE	REGISTERED	ZALE CORP.	TM	SERBIA			35871	5/16/1990
ZALE	REGISTERED	ZDI	TM	TAIWAN	078041845	3/13/1989	00478861	3/16/1990

MARK	STATUS	OWNER	SERVICE/ TRADE MARK	COUNTRY	APPLICATION NUMBER	APPLICATION/ FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
ZALE	REGISTERED	ZDI	TM	TAIWAN	078041846	3/13/1989	00477348	3/1/1990
ZALES	REGISTERED	ZDI	SM	JAPAN	H09-006086	1/27/1997	4,217,358	12/4/1998
ZALES	REGISTERED	ZDI	TM	BES ISLANDS	D-300062	1/30/2003	09261	4/2/1974
ZALES	REGISTERED	ZDI	TM	CURACAO	D-300062	1/30/2003	09261	4/2/1974
ZALES	REGISTERED	ZDI	TM	SAINT MARTIN	D-300062	1/30/2003	09261	4/2/1974
ZALES	REGISTERED	ZALE CORP.	TM	BOSNIA- HERZEGO VINA			35872	5/16/1990
ZALES	REGISTERED	ZALE CORP.	TM	KOSOVO			35872	5/16/1990
ZALES	REGISTERED	ZALE CORP.	TM	MACEDO NIA			35872	5/16/1990
ZALES	REGISTERED	ZALE CORP.	TM	MONTEN EGRO			35872	5/16/1990
ZALES	REGISTERED	ZALE CORP.	TM	SERBIA			35872	5/16/1990
ZALES	REGISTERED	ZDI	TM	TAIWAN	078041847	9/13/1989	00478873	3/16/1990

MARK	STATUS	OWNER	SERVICE/ TRADE MARK	COUNTRY	APPLICATION NUMBER	APPLICATION/ FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
ZALES	REGISTERED	ZDI	TM	TAIWAN	078041848	3/13/1989	00477360	3/1/1990
ZALES	CANCELED	ZDI	TM	JAPAN	H03-082040	8/6/1991	2,707,684	6/30/1995
ZALES	REGISTERED	ZDI	SM	UK	2,122,816	2/5/1997	2,122,816	2/27/1998
ZALES	REGISTERED	ZDI	TM	MEXICO	285684	1/30/1997	543,693	2/28/1997
ZALES	CANCELED	ZDI	TM	UK	1,248,288	8/14/1985	1,248,288	3/22/1985
ZALES	REGISTERED	ZDI	TM	SWITZER LAND	P-341501	8/20/1985	341,501	11/23/1985
ZALES	REGISTERED	ZDI		NETHERL ANDS ANTILLES	D-300062	1/30/2003	9,261	1/30/2003
ZALES	REGISTERED	ZDI	TM	JAPAN	H01-087455	8/1/1989	2,380,607	2/28/1992
ZALES	REGISTERED	ZDI	SM	UK	2,137,721	6/30/1997	2,137,721	12/26/1997

MARK	STATUS	OWNER	SERVICE/ TRADE MARK	COUNTRY	APPLICATION NUMBER	APPLICATION/ FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
ZALES	REGISTERED	ZDI	TM	JAPAN	H02-042066	4/13/1990	2,504,961	2/26/2003
ZALES [Not confirmed]	PENDING	TXDC	TM	PUERTO RICO				1/28/1998
ZALES (JAPANESE ZE-E-RU- SU)	REGISTERED - will be cancelled on 9/30/12	ZDI	TM	JAPAN	H02-042063	4/13/1990	2,461,561	9/30/1992
ZALES (JAPANESE ZE-E-RU- SU)	REGISTERED	ZDI	TM	JAPAN	H02-042064	4/13/1990	2,504,960	2/26/1993
ZALES (JAPANESE ZE-E-RU- SU)	EXPIRED	ZDI	TM	JAPAN	H02-042065	4/13/1990	2,489,407	2/26/1992
ZALES (stylized)	EXPIRED	ZDI	TM	UK	1,244,417	6/20/1985	1,244,417	6/20/1985
ZALES (stylized)	REGISTERED	ZDI	TM	SWITZER LAND	P-340745	6/17/1985	340,745	6/17/1985

MARK	STATUS	OWNER	SERVICE/ TRADE MARK	COUNTRY	APPLICATION NUMBER	APPLICATION/ FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
ZALES (stylized)	REGISTERED	ZDI	TM	JAPAN	H02-039820	7/9/1990	2,539,748	5/31/1993
ZALES (stylized)	REGISTERED	ZDI	SM	PUERTO RICO			42,330	12/31/1999
ZALES (stylized)	REGISTERED	ZDI	TM	JAPAN	H02-039821	4/9/1990	2,504,959	2/26/1993
ZALES BY MAIL	REGISTERED	ZDI	SM	PUERTO RICO			42,335	12/31/1999
ZALES JEWELERS	REGISTERED	ZDI	TM	JAPAN	H02-048601	5/1/1990	2,513,620	3/31/1993
ZALES JEWELERS	REGISTERED	ZDI	TM	JAPAN	H02-048603	5/1/1990	2,544,108	6/30/1993
ZALES JEWELERS	REGISTERED -TO BE RENEWED	ZDI	TM	JAPAN	H02-048602	5/1/1990	2,475,284	11/30/1992
SELLS JEWELERS	REGISTERED	ZDI	TM	JAPAN	H02-048604	5/1/1990	2,504,966	2/26/1993
ZALES PARA DIAMANTE	REGISTERED	ZDI	SM	PUERTO RICO			42,331	12/31/1999

MARK	STATUS	OWNER	SERVICE/ TRADE MARK	COUNTRY	APPLICATION NUMBER	APPLICATION/ FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
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ZALES THE DIAMOND STORE	REGISTERED	ZDI	SM	UK	2,210,167	9/30/1999	2,210,167	2/25/2000
ZALES THE DIAMOND STORE	REGISTERED	ZDI	SM	PUERTO RICO			42,332	12/31/1999