

## 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		02/24/2012	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: 3			
Property Type	Number	Word Mark	
Serial Number:	85845830		
Serial Number:	85845835		
Serial Number:	85845836		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	407-244-8246		
Email:	jriola@carltonfields.com		
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 SEC INT REC		

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NAME OF SUBMITTER:	Jill Samoff Riola
Signature:	/jill samoff riola/
Date:	02/12/2013
<b>Total Attachments: 8</b> source=Trademark Security Agreement (LLC to BT Funding)#page1.tif source=Trademark Security Agreement (LLC to BT Funding)#page2.tif source=Trademark Security Agreement (LLC to BT Funding)#page3.tif source=Trademark Security Agreement (LLC to BT Funding)#page5.tif source=Trademark Security Agreement (LLC to BT Funding)#page6.tif source=BT TM US Applns and Registrations 021213#page1.tif source=BT TM US Applns and Registrations 021213#page2.tif source=BT TM US Applns and Registrations 021213#page3.tif	

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of February 24, 2012, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (together with its successors and assigns in such capacity, "Collateral Agent").

### WITNESSETH:

WHEREAS, BT Funding Corp. ("BT Funding"), Bijoux Turner, LLC ("Bijoux") and Collateral Agent, among others, have entered into that certain Working Capital Murabaha Facility Agreement dated as February 24, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Murabaha Facility Agreement"), pursuant to which BT Funding has made available to Bijoux a working capital murabaha facility, and Collateral Agent is acting as collateral agent for BT Funding pursuant to the Collateral Agency Agreement;

WHEREAS, BT Funding is willing to make the accommodations to Bijoux as provided for in the Murabaha Facility Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement (Purchaser Parties) dated as of February 24, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, 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, each 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 Security Agreement or, if not defined therein, in the Murabaha Facility Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under all of such Grantor's Trademarks (as defined in the Security 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 the Secured Obligations, 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 Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties, or any of them, 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 any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral 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. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice as promptly as practicable, and in any event no later than ten (10) Business Days thereof, in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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 Collateral Agent'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 Transaction 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 Transaction 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 Transaction Document refer to this Trademark Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Transaction 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 Transaction 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 Transaction Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations 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 Transaction 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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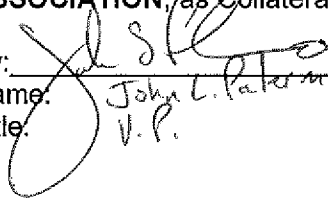
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BIJOUX TERNER, LLC**

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

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent**

By:   
Name: John L. Palermo  
Title: V.P.

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

See attached.

**BIJOUX TERNER US TRADEMARK  
APPLICATIONS AND REGISTRATIONS  
With BTF and WF Security Interests**

Country	Owner	Trademark	IC	App/n No	App/n Date	Reg No	Reg/Ren Date	Status	BTF Sec Int	WF Sec Int
US	BT LLC	BIJOUX TERNER LUXURY AT \$10	35	77/714,369	15-Apr-2009	3,794,637	5-May-2010	Registered	Recorded	Recorded
US	BT LLC	BIJOUX TERNER LUXURY AT \$10	35	77/699,006	25-Mar-2009	3,800,690	8-Jun-2010	Registered	Recorded	Recorded
US	BT LLC	BIJOUX TERNER LUXURY AT \$10	35	77/698,998	25-Mar-2009	3,994,365	12-Jul-2011	Registered	Recorded	Recorded
US	BT LLC	GET MORE GIVE MORE	35	77/442,706	8-Apr-2008	3,661,722	28-Jul-2009	Registered	Recorded	Recorded
US	BT LLC	VOUX	35	77/917,920	22-Jan-2010	3,999,038	19-Jul-2011	Registered	Recorded	Recorded
US	BT LLC	VOUX	25	77/917,884	22-Jan-2010	3,994,652	12-Jul-2011	Registered	Recorded	Recorded
US	BT LLC	VOUX	14	77/918,049	22-Jan-2010	3,994,653	12-Jul-2011	Registered	Recorded	Recorded
US	BT LLC	DEJA VOUX	14	77/918,055	22-Jan-2010	3,994,654	12-Jul-2011	Registered	Recorded	Recorded
US	BT LLC	DEJA VOUX	18	77/917,913	22-Jan-2010	3,999,037	19-Jul-2011	Registered	Recorded	Recorded
US	BT LLC	DEJA VOUX	25	77/917,889	22-Jan-2010	4,003,272	26-Jul-2011	Registered	Recorded	Recorded
US	BT LLC	BIJOUX TERNER	25	76/381,393	12-Mar-2002	2,680,569	28-Jan-2023	Registered	Recorded	Recorded
US	BT LLC	BIJOUX TERNER	9	76/381,394	12-Mar-2002	2,666,432	24-Dec-2022	Renewed	Recorded	Recorded
US	BT LLC	BIJOUX TERNER	14	76/381,395	12-Mar-2002	2,726,709	17-Jun-2023	Registered	Recorded	Recorded
US	BT LLC	BIJOUX TERNER	18	77/938,561	18-Feb-2010	4,006,995	2-Aug-2011	Registered	Recorded	Recorded
US	BT LLC	BIJOUX TERNER	35	77/938,553	18-Feb-2010	3,841,415	31-Aug-2010	Registered	Recorded	Recorded
US	BT LLC	BIJOUX TERNER	24	85/001,878	30-Mar-2010	3,861,046	12-Oct-2010	Registered	Recorded	Recorded
US	BT LLC	BIJOUX TERNER	14	73/637,050	24-Dec-1986	1,517,908	27-Dec-2018	Renewed	Recorded	Recorded
US	BT LLC	X'EST JOLIE	18	77/921,645	27-Jan-2010	3,994,665	12-Jul-2011	Registered	Recorded	Recorded
US	BT LLC	X'EST JOLIE	25	77/921,639	27-Jan-2010	3,994,664	12-Jul-2011	Registered	Recorded	Recorded
US	BT LLC	X'EST JOLIE	14	85/007,373	6-Apr-2010	4,007,123	2-Aug-2011	Registered	Recorded	Recorded
US	BT LLC	B YOU (design)	9	85/001,886	30-Mar-2010			PENDING	Recorded	Recorded
US	BT LLC	B YOU (design)	14	85/001,619	30-Mar-2010			PENDING	Recorded	Recorded

Prepared by Jill Sarnoff Riola, Esq., Carlton Fields, P.A. 2/12/2013

**TRADEMARK  
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**BIJOUX TERNER US TRADEMARK  
APPLICATIONS AND REGISTRATIONS  
With BTF and WF Security Interests**

Country	Owner	Trademark	Appln No	Appln Date	Reg No	Reg/Ren Date	Status	Recorded	Recorded	
US	BT LLC	B YOU (design)	25	85/001,632	30-Mar-2010		PENDING	Recorded	Recorded	
US	BT LLC	B YOU (design)	18	85/001,627	30-Mar-2010		PENDING	Recorded	Recorded	
US	BT LLC	TRESOR DU TEMP	14	85/230,955	1-Feb-2011	4,119,520	27-Mar-2012	Registered	Recorded	Recorded
US	BT LLC	ADIXION	35	85/223,834	22-Jan-2011	4,218,610	2-Oct-2012	Registered	Recorded	Recorded
US	BT LLC	TRESOR DU TEMP (design)	14	85/250,447	24-Feb-2011	4,119,560	27-Mar-2012	PENDING	Recorded	Recorded
US	BT LLC	PICKZIES	14	85/504,168	27-Dec-2011		PENDING	Recorded	Recorded	
US	BT LLC	ADIXION	14	85/845,830	11-Feb-2013		PENDING	Recorded	Recorded	
US	BT LLC	ADIXION	18	85/845,835	11-Feb-2013		PENDING	Recorded	Recorded	
US	BT LLC	ADIXION	25	85/845,836	11-Feb-2013		PENDING	Recorded	Recorded	
US	BT LLC	THIS & THAT		75/671,627	31-Mar-1999		DEAD	Recorded	Recorded	
US	BT LLC	BIJOUX TERNER \$10	35	76/469,547	22-Nov-2001		DEAD	Recorded	Recorded	
US	BT LLC	BIJOUX TERNER GET MORE GIVE MORE		77/442,739	8-Apr-2008		DEAD	Recorded	Recorded	
US	BT LLC	THE HANDBAG CAFÉ		78/590,967	19-Mar-2005		DEAD	Recorded	Recorded	
US	BT LLC	X'E JOLIE	18	77/917,909	22-Jan-2010		DEAD	Recorded	Recorded	
US	BT LLC	X'E JOLIE	14	77/918058	22-Jan-2010		DEAD	Recorded	Recorded	
US	BT LLC	X'E JOLIE	25	77/917891	22-Jan-2010		DEAD	Recorded	Recorded	
US	BT LLC	X'E JOLIE	35	77/917832	22-Jan-2010		DEAD	Recorded	Recorded	
US	BT LLC	X'EST JOLIE	14	77/921633	27-Jan-2010		DEAD	Recorded	Recorded	
US	BT LLC	BT	14	77/937514	17-Feb-2010		DEAD	Recorded	Recorded	
US	BT LLC	BT	18	77/937499	17-Feb-2010		DEAD	Recorded	Recorded	
US	BT LLC	BT	35	77/937477	17-Feb-2010		DEAD	Recorded	Recorded	
US	BT LLC	BT	25	77/937507	17-Feb-2010		DEAD	Recorded	Recorded	
US	BT LLC	B YOU (design)	35	85/001638	30-Mar-2010		DEAD	Recorded	Recorded	

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**TRADEMARK  
REEL: 004960 FRAME: 0594**

**BIJOUX TERNER US TRADEMARK  
APPLICATIONS AND REGISTRATIONS  
With BTF and WF Security Interests**

<b>Country</b>	<b>Owner</b>	<b>Trademark</b>		<b>Appln No</b>	<b>Appln Date</b>	<b>Reg No</b>	<b>Reg/Ren Date</b>	<b>Status</b>	<b>Recorded</b>	<b>Recorded</b>
US	BT LLC	DEJA VOUX	35	77/917843	22-Jan-2010			DEAD	Recorded	Recorded
US	BT LLC	VOUX	35	77/917825	22-Jan-2010			DEAD	Recorded	Recorded

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