

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M.W. Samara LLC		08/19/2013	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA	
Name:	Webster Business Credit Corporation
Street Address:	360 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1335405	M.W. SAMARA
Registration Number:	1172197	
Registration Number:	1390732	WATERFALL
Registration Number:	3753687	SILVERECO
Registration Number:	1524417	SAMARA

CORRESPONDENCE DATA	
Fax Number:	4044200546
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-541-1145
Email:	trademarks@pogolaw.com
Correspondent Name:	Gretchen von Dwingelo/Bryan Cave LLP
Address Line 1:	1290 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10104-3300

ATTORNEY DOCKET NUMBER:	0356798	TRADEMARK
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NAME OF SUBMITTER:	Gretchen von Dwingelo
Signature:	/Gretchen von Dwingelo/
Date:	08/21/2013
Total Attachments: 4 source=Trademark Security Agreement - Samara 2013-v1#page1.tif source=Trademark Security Agreement - Samara 2013-v1#page2.tif source=Trademark Security Agreement - Samara 2013-v1#page3.tif source=Trademark Security Agreement - Samara 2013-v1#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 19, 2013, is made by the undersigned (the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC"), acting not individually but as Agent for the Lenders (WBCC, acting in such capacity, "Agent"), pursuant to that certain Credit and Security Agreement, dated as of August 19, 2013, among the Company, as a Borrower thereunder, each other Borrower party thereto, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH:

RECITALS.

A. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof (the "Trademarks"); and

B. The Lenders propose to make certain loans to the Company and the other Borrowers pursuant to the Credit Agreement; and

C. Pursuant to the Credit Agreement, the Company granted to the Agent a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Agent has requested that the Company execute this Agreement;

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:

1. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Agent in all of the Company's right, title and interest in, to and under the following: (a) the Trademarks and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark (collectively, the "Property").

2. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Trademarks and

the rights and remedies of the Agent with respect to the security interest in the Trademarks 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. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

3. This Agreement shall terminate upon termination of the Credit Agreement. Upon termination of this Agreement, the Agent shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Credit Agreement.

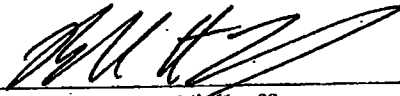
4. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

"COMPANY"

M.W. SAMARA LLC

By: 
Name: Brett Fialkoff
Title: Executive Vice President

SCHEDULE I

REGISTERED U.S. TRADEMARKS

<i>Borrower</i>	<i>Mark</i>	<i>Serial/Reg. No.</i>	<i>Filing/Reg. Date</i>
M.W. Samara LLC	M.W. SAMARA	1335405	5/14/85
M.W. Samara LLC	Jewelry Made from Gold and Silver	1172197	10/6/81
M.W. Samara LLC	WATERFALL	1390732	4/22/96
M.W. Samara LLC	SILVERECO	3753687	3/2/10
M.W. Samara LLC	SAMARA	1524417	2/14/89