

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
GB Credit Partners, LLC	FORMERLY GB Merchant Partners, LLC	08/22/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Pathlight Capital, LLC		
Street Address:	One Post Office Square		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	3906823	A BIRKS&MAYORS COMPANY	
Registration Number:	1156142	BIRKS	
Registration Number:	3446385	BIRKS	
Registration Number:	3700774	BIRKS BIKER CHIC	
Registration Number:	2925048	BIRKS BLUE	
Registration Number:	3717371	BIRKS CITIQUE	
Registration Number:	3706201	BIRKS DESTINEE	
Registration Number:	3574776	BIRKS RIBBONS	
Registration Number:	3312301	BIRKS RPM	

Registration Number:	3517431	BIRKS RPM
Registration Number:	3906824	BIRKS&MAYORS
Registration Number:	3855305	CRUMPLED GOLD
Registration Number:	4180681	HENRY BIRKS & SONS
Registration Number:	3446010	MAYORS CONGRATS POINTS
Registration Number:	3044772	NEEDLEFISH
Registration Number:	3381850	THE AMORIQUE DIAMOND
Registration Number:	3405332	THE AMORIQUE DIAMOND
Serial Number:	77530274	BIRKS AIRMASTER
Registration Number:	2715142	
Registration Number:	2637324	
Registration Number:	1490121	MAYOR'S
Registration Number:	1236663	MAYORS
Registration Number:	2929450	MAYORS MOMENT COLLECTION
Registration Number:	4147346	LUMINA
Registration Number:	3772623	MAYORS THE HEART OF LUXURY
Registration Number:	3925509	MAYORS GOLD EXCHANGE

CORRESPONDENCE DATA

Fax Number: 8004947512
Phone: 2023704761
Email: tfahey@nationalcorp.com

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

Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Lisa Cobbett
Signature:	/Lisa Cobbett/
Date:	08/26/2013

Total Attachments: 11
source=tm.sa#page2.tif

source=tm.sa#page3.tif
source=tm.sa#page4.tif
source=tm.sa#page5.tif
source=tm.sa#page6.tif
source=tm.sa#page7.tif
source=tm.sa#page8.tif
source=tm.sa#page9.tif
source=tm.sa#page10.tif
source=tm.sa#page11.tif
source=tm.sa#page12.tif

RECEIPT INFORMATION

ETAS ID:	TM278985
Receipt Date:	08/26/2013
Fee Amount:	\$665

ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS

August 22, 2013

WITNESSETH:

WHEREAS, reference is made to (i) that certain Amended and Restated Term Loan and Security Agreement dated as of June 8, 2011 (as amended, restated, supplemented or otherwise modified, the "Loan Agreement"), by, among others, Mayor's Jewelers, Inc., a Delaware corporation (the "US Borrower"), and Birks & Mayors Inc., a Canadian corporation (the "Canadian Borrower," and together with the US Borrower, collectively, the "Borrowers"), the Guarantors party thereto from time to time (together with the Borrowers, individually a "Loan Party" and collectively, the "Loan Parties"), the Lenders party thereto from time to time, GB Credit Partners, LLC (f/k/a GB Merchant Partners, LLC), as Administrative Agent and Co-Collateral Agent (in such capacities, the "Existing Agent") and Wells Fargo Credit, Inc., as Co-Collateral Agent; and (ii) (A) that certain Trademark Collateral Security and Pledge Agreement dated as of December 17, 2008 by and between certain of the Loan Parties, as assignors (the "Grantors"), and the Existing Agent, which was recorded with the United States Patent and Trademark Office on January 12, 2009, at Reel 3917, Frame 0425 and (B) that certain Trademark Security Agreement dated as of June 8, 2011 by and between the Grantors and the Existing Agent, which was recorded with the United States Patent and Trademark Office on June 8, 2011, at Reel 4556, Frame 0727 (as amended, restated, supplemented or otherwise modified and in effect from time to time, collectively, the "Existing Intellectual Property Security Agreements" and, together with the Loan Agreement, the "Existing Agreements"). Unless otherwise defined herein, terms used in this release have the meanings provided in the Existing Agreements.

WHEREAS, pursuant to the Existing Agreements, each of the Grantors granted to the Existing Agent a security interest in the Trademark Collateral, including those Trademarks identified in Schedule A hereto and made a part hereof.

WHEREAS, effective as of the date hereof, the Existing Agent has resigned as Administrative Agent and Co-Collateral Agent in accordance with the terms of the Loan Agreement.

WHEREAS, effective as of the date hereof, Pathlight Capital, LLC has been appointed successor Administrative Agent and Co-Collateral Agent (in such capacities, the "New Agent") in accordance with the terms of the Loan Agreement.

NOW, THEREFORE, the Existing Agent hereby transfers, conveys, assigns, and delivers all of its right, title and interest in the Existing Intellectual Property Security Agreements to the New Agent, together with any lien and security interest which was granted to the Existing Agent pursuant to the Existing Agreements in all Trademark Collateral, including those Trademarks identified in Schedule A attached hereto.

To all whom it may concern be it known that for, and in consideration of, said agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Existing Agent has transferred, conveyed, assigned and delivered and

by these presents does hereby transfer, convey, assign and deliver unto the New Agent, its successors, assigns, and legal representatives, the Existing Agent's entire right, title and interest in and to the Trademarks and the Trademark Collateral throughout the United States of America, its territories and all foreign countries, together with any and all goodwill related thereto or connected with the use of, and symbolized by, the Trademarks and Trademark License Rights.

The Existing Agent agrees that any power of attorney or similar rights granted by any Grantor to the Existing Agent with respect to the Trademarks, including those identified in Schedule A, or the Trademark Collateral pursuant to or in connection with the Existing Intellectual Property Security Agreements is terminated.

The Existing Agent hereby authorizes the New Agent and its designee, including each Grantor or each Grantor's authorized representative, at the Grantors' sole cost and expense, to record this Assignment of Grant of Security Interest in Trademarks with the United States Patent and Trademark Office. The Existing Agent further agrees that, upon request of any Grantor or the New Agent, and at the Grantors' sole cost and expense, the Existing Agent will execute and deliver any document and instrument (in each case in form and substance reasonably satisfactory to the Existing Agent), cause to be made any filing or take any other action deemed reasonably necessary or advisable by the New Agent to effectuate the assignment of interests contemplated herein.


The New Agent hereby agrees to indemnify and hold harmless the Existing Agent, its Agent Indemnitees and Related Parties from and against (a) any and all claims, damages, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) that may be incurred by or asserted or awarded against the Existing Agent, any of its Agent Indemnitees or Related Parties which result from any action taken by the Existing Agent at the request of the New Agent hereunder, and (b) any and all debts, demands, actions, causes of action, suits, accounts, contracts, agreements, and damages and liabilities whatsoever of every kind, nature, and description whatsoever, both in law and equity, whether based in tort, contract, or any other theory of recovery (including, but without limitation, claims for incidental, consequential, compensatory, and punitive damages), which relate to or arise from the Existing Agreements and the other Loan Documents after the date hereof.

This Assignment of Grant of Security Interest in Trademarks 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 follow]

IN TESTIMONY WHEREOF, the Existing Agent has hereunto signed on the date set forth above.

GB CREDIT PARTNERS, LLC (f/k/a GB
Merchant Partners, LLC), as Existing Agent

By: 
Name: Oswald C. Street, IV
Title: Chief Financial Officer

Signature Page to Assignment of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005109 FRAME: 0983

Acknowledged and Accepted by:

GRANTORS:

BIRKS & MAYORS INC.

By: 

Name: Miranda Melfi

Title: Vice President, Legal Affairs and Corporate Secretary

MAYOR'S JEWELERS, INC.

MAYOR'S JEWELERS OF FLORIDA, INC.

JBM RETAIL COMPANY, INC.

JBM VENTURE CO., INC.

MAYOR'S JEWELERS INTELLECTUAL

PROPERTY HOLDING COMPANY

By: 

Name: Miranda Melfi

Title: Vice President, Legal Affairs and Corporate Secretary

Signature Page to Assignment of Grant of Security Interest in Trademarks

TRADEMARK

REEL: 005109 FRAME: 0984

**CASH, GOLD & SILVER USA, INC. (formerly known
as Henry Birks & Sons U.S., Inc.)**

By: 

Name: Miranda Melfi

Title: Secretary

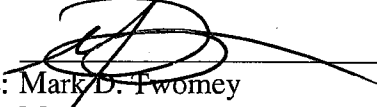
Signature Page to Assignment of Grant of Security Interest in Trademarks

**TRADEMARK
REEL: 005109 FRAME: 0985**

Acknowledged and Accepted by:


NEW AGENT:

PATHLIGHT CAPITAL, LLC

By: 
Name: Mark D. Twomey
Title: Managing Director

SCHEDULE A

BIRKS & MAYORS INC.
IN THE UNITED STATES

Trademark	Jurisdiction	Status	Owner
A BIRKS&MAYORS COMPANY	US	REGISTERED SN. No.: 78833579 FD: 2006-03-09 Reg # 3,906,823 RD: 2011-01-18 Next Renewal:	BIRKS & MAYORS INC.
BIRKS	US	REGISTERED SN. No.: 73184789 FD: 1978-09-06 Reg. #: 1156142 RD: 1981-06-02 Next Renewal: 2011-06-02	BIRKS & MAYORS, INC.
BIRKS & LION DESIGN  BIRKS	US	REGISTERED SN. No.: 78258114 FD: 2003-06-04 Reg. # 3,446,385 RD: 2008-06-10 Next Renewal: 2018-06-10	BIRKS & MAYORS, INC.
BIRKS BIKER CHIC	US	REGISTERED App. No.: 77/445,646 FD: 2008-04-10 Reg. #: 3,700,774 RD: 2009-10-27 Next Renewal: 2019-10-27	BIRKS & MAYORS INC.
BIRKS BLUE	US	REGISTERED SN. No.: 78287448 FD: 2003-08-14 Reg. #: 2925048 RD: 2005-02-08 Next Renewal: 2015-02-08	BIRKS & MAYORS, INC.

Trademark	Jurisdiction	Status	Owner
BIRKS CITIQUE	US	REGISTERED SN. No.: 77/436,136 FD: 2008-03-31 Reg. #: 3,717,371 RD: 2009-12-01 Next Renewal: 2019-12-01	BIRKS & MAYORS INC.
BIRKS DESTINEE	US	REGISTERED Serial No.: 77/445,647 FD: 2008-04-10 Reg. #: 3,706,201 RD: 2009-11-03 Next Renewal: 2019-11-03	BIRKS & MAYORS INC.
BIRKS RIBBONS	US	REGISTERED SN No: 77/345,704 FD: 2007-12-06 Reg. #: 3,574,776 RD: 2009-02-17 Next Renewal: 2019-02-17	BIRKS & MAYORS INC.
BIRKS RPM	US	REGISTERED SN No: 78904728 FD: 2006-06-09 Reg. #: 3,312,301 RD: 2007-10-16 Next Renewal: 2017-10-16	BIRKS & MAYORS INC.
BIRKS RPM (and Design)	US	REGISTERED App. No.: 77/202,334 FD: 2007-06-10 Reg. No.: 3,517,431 RD: 2008-10-14 Next Renewal: 2018-oct-14	BIRKS & MAYORS INC.
BIRKS & MAYORS	US	REGISTERED SN. No.: 78833596 FD: 2006-03-09 Reg. #: 3906824 RD: 2011-01-18 Next Renewal:	BIRKS & MAYORS INC.

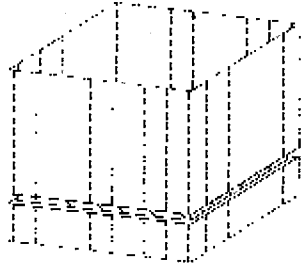
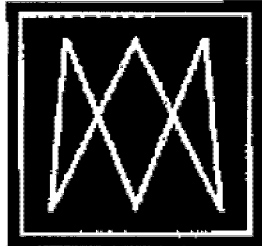
Trademark	Jurisdiction	Status	Owner
CRUMPLED GOLD	US	REGISTERED App. No.: 77/088,253 FD: 2007-01-22 Reg. #: 3,855,305 RD: 2010-10-05 Next Renewal : 2020-10-05	BIRKS & MAYORS INC.
HENRY BIRKS & SONS	US	REGISTERED SN. No.: 85/352,359 FD: 2011-06-21 Reg. #: 4,180,681 RD: 2012-07-24 Next Renewal: 2022-07-24	Birks & Mayors Inc.
MAYORS CONGRATS POINTS	US	REGISTERED SN No.: 77/097,666 FD: 2007-02-02 Reg. #: 3446010 RD: 2008-06-10	BIRKS & MAYORS INC.
NEEDLEFISH	US	REGISTERED SN. No.: 78414122 FD: 2004-05-06 Reg. #: 3044772 RD: 2006-01-17 Next Renewal: 2016-01-17	BIRKS & MAYORS INC.
THE AMORIQUE DIAMOND	US	REGISTERED SN. No.: 78/830,004 FD: 2006-05-06 Reg. #: 3,381,850 RD: 2008-02-12 Next Renewal: 2018-02-12	BIRKS & MAYORS INC.
THE AMORIQUE DIAMOND & Design THE AMORIQUE DIAMOND	US	REGISTERED SN. No.: 78675708 FD: 2005-07-21 Reg #: 3405332 RD: 2008-04-01 Next Renewal: 2023-04-01--	BIRKS & MAYORS INC.


Trademark	Jurisdiction	Status	Owner
BIRKS & LION DESIGN AIRMASTER	US	PENDING App. No.: 77530274 FD: 2008-07-24	Birks & Mayors, Inc.

JBM VENTURE Co., INC.

Trademark	Jurisdiction	Status	Owner
-----------	--------------	--------	-------

MAYOR'S JEWELERS OF FLORIDA, INC.

Trademark	Jurisdiction	Status	Owner
	US	REGISTERED Reg. #: 2715142 RD: 2003-05-13 Next Renewal: 2013-05-13	MAYOR'S JEWELERS OF FLORIDA, INC.
M Design Mark 	US	REGISTERED SN. No.: 78028446 FD: 2000-09-30 Reg. #: 2637324 RD: 2002-10-15 Next Renewal: 2012-10-15	MAYOR'S JEWELERS OF FLORIDA, INC.
MAYORS	US	REGISTERED Reg. #: 1490121 RD: 1988-05-31 Next Renewal: 2018-05-31	MAYOR'S JEWELERS OF FLORIDA, INC.
MAYOR'S	US	REGISTERED SN. No.: 73361034 FD: 1982-04-22 Reg. #: 1236663 RD: 1983-05-03 Next Renewal: 2013-05-03	MAYOR'S JEWELERS OF FLORIDA, INC.

Trademark	Jurisdiction	Status	Owner
MAYORS MOMENT COLLECTION 	US	REGISTERED SN. No.: 76533618 FD: 2003-07-30 Reg. #: 2929450 RD: 2005-03-01 Next Renewal: 2015-03-01	MAYOR'S JEWELERS OF FLORIDA, INC.
LUMINA	US	REGISTERED SN. No.: 85/142,815 FD: 2010-10-01 Reg. #: 4,147,346 RD: 2012-05-22 Next Renewal: 2022-05-22	MAYOR'S JEWELERS OF FLORIDA, INC.

MAYOR'S JEWELERS INTELLECTUAL PROPERTY HOLDING COMPANY

NONE.

MAYOR'S JEWELERS, INC.

Trademark	Jurisdiction	Status	Owner
MAYORS THE HEART OF LUXURY	US	REGISTERED FD: 2008-08-29 SN. No.: 77/558,933 Reg. #: 3,772,623 RD: 2010-04-06 Next Renewal: 2020-04-06	MAYOR'S JEWELERS INC.

JBM RETAIL COMPANY, INC.

NONE.

CASH, GOLD & SILVER USA, INC. (FORMERLY HENRY BIRKS & SONS U.S., INC.)

Trademark	Jurisdiction	Status	Owner
MAYORS GOLD EXCHANGE	US	REGISTERED SN. N.: 85/083,976 FD: 2010-07-14 Reg. #: 3,925,509 RD: 2011-03-01	CASH, GOLD & SILVER USA, INC.