

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LYDELL JEWELRY DESIGN STUDIO, LLC		11/13/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	RBS CITIZENS, N.A.
Street Address:	711 Westchester Avenue, 3rd Fl., Suite 302
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10604
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4037669	LYDELL NYC
Registration Number:	3960588	SYDNEY SIMONE
Registration Number:	3960590	ZOE + SYD
Registration Number:	4050043	LYDELL
Serial Number:	86044788	ELLI + COCO
Serial Number:	86044779	MOKA + INDIE
Serial Number:	86050590	IVY + COCO

CORRESPONDENCE DATA

Fax Number: 2122383100
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2122383244
 Email: jtelesford@emmetmarvin.com
 Correspondent Name: Janelle Telesford, Paralegal
 Address Line 1: 120 Broadway

OP \$190.00 4037669

Address Line 2: Emmet, Marvin & Martin LLP
Address Line 4: New York, NEW YORK 10271

ATTORNEY DOCKET NUMBER:	F147202
NAME OF SUBMITTER:	Janelle Telesford
Signature:	/Janelle Telesford/
Date:	11/13/2013

Total Attachments: 4
source=0387_001#page2.tif
source=0387_001#page3.tif
source=0387_001#page4.tif
source=0387_001#page5.tif

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **LYDELL JEWELRY DESIGN STUDIO, LLC**, a Delaware limited liability company (the "*Grantor*"), is obligated to **RBS CITIZENS, N.A.** (the "*Secured Party*") under the Credit Agreement, dated as of November 13, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and among the Grantor, and the Secured Party, and pursuant to which the Grantor has entered into the Security Agreement, dated as of November 13, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and between the Grantor, the affiliates of the Grantor from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the present and future right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 711 Westchester Avenue, 3rd Floor, Suite 302, White Plains, New York 10604.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the day and year first above written.

LYDELL JEWELRY DESIGN STUDIO, LLC

By: _____
Name: Levyn Giff
Title: VP

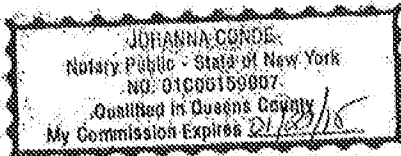
STATE OF New York)
) ss.:
COUNTY OF QUEENS)

On the 12th day of November in the year 2013 before me, the undersigned, personally appeared Lawrence Costo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the New York (insert the city or other political subdivision and the state or country or other place the acknowledgement was taken).

Notary Public

My Commission Expires:

01/29/2015



Schedule 1
to
Grant of Security Interest (Trademarks)
by Lydell Jewelry Design Studio, LLC
Dated as of November 13, 2013

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
LYDELL NYC	85208164	4037669	11-OCT-2011
SYDNEY SIMONE	77967317	3960588	17-MAY-2011
ZOE + SYD	77967337	3960590	17-MAY-2011
LYDELL	77967330	4050043	01-NOV-2011
ELLI + COCO	86044788		Filed 22-AUG-2013
MOKA + INDIE	86044779		Filed 22-AUG-2013
IVY + COCO	86050590		Filed 28-AUG-2013