

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
Robbins Bros. Jewelry, Inc.		11/25/2013	CORPORATION: DELAWARE
Robbins Jewelry Holdings, Inc.		11/25/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4177004	BLOSSOM AMOUR
Serial Number:	86075504	CANDLELIGHT
Serial Number:	85822895	E3
Serial Number:	85822891	E3 DIAMOND
Serial Number:	85822894	EVOLUTIONARY EXQUISITE ECO-FRIENDLY
Serial Number:	85857514	YESTERDAY. TODAY. FOREVER.
Serial Number:	85355966	ONLY FOR YOU
Serial Number:	85373808	WHITE FRIDAY
Serial Number:	85218435	ENGAGEMENT DREAMS
Serial Number:	77516900	ROBBINS BROS. ONE LOVE. ONE RING.
Serial Number:	85207825	BELLA LUNA
Serial Number:	77297753	CHIEF ENGAGEMENT OFFICER
Serial Number:	77804303	WELCOME TO THE REST OF YOUR LIFE

OP \$790.00 4177004

Serial Number:	74430884	THE ENGAGEMENT RING STORE
Serial Number:	76031420	WORLD'S BIGGEST ENGAGEMENT RING STORE
Serial Number:	76506631	ROBBINS BROS.
Serial Number:	76509010	RB WORLD'S BIGGEST ENGAGEMENT RING STORE
Serial Number:	76506633	WORLD CLASS WEDDINGS AT ROBBINS BROS.
Serial Number:	76521382	ROBBINS BROS. WORLD'S BIGGEST ENGAGEMENT
Serial Number:	86025080	ROBBINS BROTHERS
Serial Number:	86025066	ROBBINS BROTHERS THE ENGAGEMENT RING STO
Serial Number:	77047222	SOLANA
Serial Number:	77050303	PERFECT PROPOSALS
Serial Number:	77198312	PERFECT PROPOSALS
Serial Number:	78432014	GEMQUEST
Serial Number:	78441034	LOVE2
Serial Number:	77153003	RANDOM ACTS OF ROMANCE
Serial Number:	77219409	WATER GIVING WATER
Serial Number:	77299634	MSID
Serial Number:	77131716	THE ELITE DIAMOND
Serial Number:	78266591	WORLD CLASS WEDDINGS AT ROBBINS BROS.

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215-569-5619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-13076
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	01/29/2014

Total Attachments: 12
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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 25 day of November, 2013 by **ROBBINS BROS. JEWELRY, INC.**, a Delaware corporation, (the "Robbins"), **ROBBINS JEWELRY HOLDINGS, INC.**, a Delaware corporation ("Robbins Holdings", together with Robbins, the "Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as administrative agent for the Lenders ("Agent").

WITNESSETH

WHEREAS, Grantor (together with certain Affiliates and any other person joined as a borrower to the Loan Agreement from time to time, referred to herein as the "Borrowers" and each a "Borrower") has entered into that certain Revolving Credit, Term Loan and Security Agreement (as amended, restated or modified from time to time, the "Loan Agreement") dated as of the date hereof with the financial institutions party thereto from time to time as lenders (the "Lenders") and Agent, providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or

3. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent or in accordance with the Loan Agreement.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Loan Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Loan Agreement, the terms of the Loan Agreement shall prevail.


6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York applied to contracts to be performed wholly within the State of New York.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article XIII thereof.

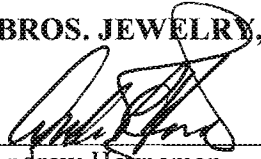
[Signatures to appear on following page]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**ROBBINS BROS. JEWELRY
HOLDINGS, INC.**

By: 
Name: Andrew Heyneman
Title: President

ROBBINS BROS. JEWELRY, INC.

By: 
Name: Andrew Heyneman
Title: President

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

**TRADEMARK
REEL: 005203 FRAME: 0218**

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**ROBBINS BROS. JEWELRY
HOLDINGS, INC.**


By: _____
Name: _____
Title: _____

ROBBINS BROS. JEWELRY, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above


PNC BANK, NATIONAL ASSOCIATION,
as Agent


By: 
Name: _____
Title: _____





[SIGNATURE PAGE TO TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]



SCHEDULE 1

Registered Federal Trademarks

Mark	Serial No. Use	Filing Date	Registration No.	Registration Date	Owner	Status
BLOSSOM AMOUR	85373813	07/18/201 1	4177004	07/17/2012	Robbins Bros. Jewelry, Inc.	Registered
CANDLELIGHT	86075504	09/26/201 3	n/a	n/a	Robbins Bros. Jewelry, Inc.	Pending
	85822895	01/14/201 3	n/a	n/a	Robbins Bros. Jewelry, Inc.	Pending
E3 DIAMOND	85822891	01/14/201 3	n/a	n/a	Robbins Bros. Jewelry, Inc.	Pending
EVOLUTIONARY EXQUISITE ECO- FRIENDLY	85822894	01/14/201 3	n/a	n/a	Robbins Bros. Jewelry, Inc.	Pending
YESTERDAY. TODAY. FOREVER.	85857514	02/22/201 3	n/a	n/a	Robbins Bros. Jewelry, Inc.	Pending
ONLY FOR YOU	85355966	06/24/201 1	4187892	08/07/2012	Robbins Bros. Jewelry, Inc.	Registered
WHITE FRIDAY	85373808	07/18/201 1	n/a	n/a	Robbins Bros. Jewelry, Inc.	Pending
ENGAGEMENT	85218435	01/14/201	n/a	n/a	Robbins	Pending

Mark	Serial No. Use	Filing Date	Registration No.	Registration Date	Owner	Status
DREAMS		1			Bros. Jewelry, Inc.	
ROBBINS BROS. ONE LOVE. ONE RING. 	77516900	07/08/2008	4214188	09/25/2012	Robbins Bros. Jewelry, Inc.	Registered
BELLA LUNA	85207825	12/30/2010	n/a	n/a	Robbins Bros. Jewelry, Inc.	Pending
CHIEF ENGAGEMENT OFFICER	77297753	10/5/2007	4179614	07/24/2012	Robbins Bros. Jewelry, Inc.	Registered
WELCOME TO THE REST OF YOUR LIFE®	77804303	08/13/2009	3,767,097	03/30/2010	Robbins Bros. Jewelry, Inc.	Registered
THE ENGAGEMENT RING STORE®	74430884	9/1/1993	2,237,873	4/13/1999	Robbins Bros. Jewelry, Inc.	Registered
THE WORLD'S BIGGEST ENGAGEMENT RING STORE®	76031420	4/21/2000	2,689,729	2/25/2003	Robbins Bros. Jewelry, Inc.	Registered
ROBBINS BROS. and design	76506631	4/16/2003	3,263,871	07/17/2007	Robbins Bros. Jewelry, Inc.	Registered

Mark	Serial No. Use	Filing Date	Registration No.	Registration Date	Owner	Status
 ® ***						
RB WORLD'S BIGGEST ENGAGEMENT RING STORE and design  ®	76509010	4/23/2003	2,999,592	9/27/2005	Robbins Bros. Jewelry, Inc.	Registered
WORLD CLASS WEDDINGS AT ROBBINS BROS.® [words only mark]	76506633	4/16/2003	2,907,663	12/7/2004	Robbins Bros. Jewelry, Inc.	Registered
ROBBINS BROS. WORLD'S BIGGEST ENGAGEMENT RING STORE and design ***  ®	76521382	6/9/2003	3,315,057	10/23/2007	Robbins Bros. Jewelry, Inc.	Registered
 ROBBINS BROTHERS	86025080	07/31/201 3	n/a	n/a	Robbins Bros. Jewelry, Inc.	Pending

Mark	Serial No. Use	Filing Date	Registration No.	Registration Date	Owner	Status
	86025066	07/31/201 3	n/a	n/a	Robbins Bros. Jewelry, Inc.	Pending
SOLANA®	77047222	11/18/200 6	3,358,488	December 25, 2007	Robbins Bros. Jewelry, Inc.	Registered
PERFECT PROPOSALS®	77050303	11/22/200 6	3,635,731	06/09/2009	Robbins Bros. Jewelry, Inc.	Registered
PERFECT PROPOSALS®	77198312	06/05/200 7	3,444,058	06/10/2008	Robbins Bros. Jewelry, Inc.	Registered
GEMQUEST®	78432014	6/8/2004	3,496,972	September 2, 2008	Robbins Bros. Jewelry, Inc.	Registered
LOVE ² (stylized format) ® 	78441034	6/24/2004	3,049,149	1/24/2006	Robbins Bros. Jewelry, Inc.	Registered
RANDOM ACTS OF ROMANCE®	77153003	4/10/2007	3,676,950	09/01/2009	Robbins Bros. Jewelry, Inc.	Registered
WATER GIVING WATER®	77219409	06/29/200 7	3493597	8/26/2008	Robbins Bros. Jewelry, Inc.	Registered

Mark	Serial No. Use	Filing Date	Registration No.	Registration Date	Owner	Status
MSID®	77299634	10/9/2007	3661523	07/28/2009	Robbins Bros. Jewelry, Inc.	Registered
THE ELITE DIAMOND	77131716	03/15/200 7	3606538	04/14/2009	Robbins Bros. Jewelry, Inc.	Registered
WORLD CLASS WEDDINGS <i>by Robbins Bros.</i>	78266591	06/24/200 3	3248687	05/29/2007	Robbins Bros. Jewelry, Inc.	Registered

Patents

Title	Application No. Filing Date	Patent No. Issue Date
Faceted circular cut diamond	10/252147 09/23/2002	6990833 1/31/2006

POWER OF ATTORNEY

Dated: November 25, 2013

ROBBINS BROS. JEWELRY, INC., a Delaware corporation, (the "Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, Agent"), as agent for the Lenders (as defined below) under that certain Revolving Credit, Term Loan and Security Agreement among Agent, certain financial institutions party thereto as lenders (the "Lenders"), Grantor and certain Affiliates of Grantor (collectively with any other Person joined to the Credit Agreement from time to time as borrowers, the "Borrowers") dated as of the date hereof (as the same has been and may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of such Grantor, with the power to endorse the name of such Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement among Grantors and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, to execute on behalf of such Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents (as defined in the Loan Agreement).

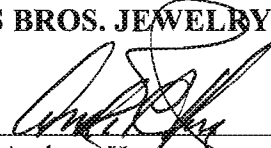
This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney as of the date stated above.

**ROBBINS BROS. JEWELRY
HOLDINGS, INC.**

By: 
Name: Andrew Heyneman
Title: President

ROBBINS BROS. JEWELRY, INC.

By: 
Name: Andrew Heyneman
Title: President

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 11/25/13 before me, Tara Mesegue, Notary Public
(Here insert name and title of the officer)

personally appeared Andrew Heyneman

who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tara Mesegue
 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

 (Title or description of attached document)

 (Title or description of attached document continued)

Number of Pages _____ Document Date _____

 (Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

 (Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document