

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
Bijoux Nouveau, Inc.		01/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Asset Finance
Street Address:	40 King Street West, 25th Floor
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5H 1H1
Entity Type:	finance company: CANADA

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	4218610	ADIXION
Registration Number:	4368863	B YOU
Registration Number:	1517908	BIJOUX TERNER
Registration Number:	2666432	BIJOUX TERNER
Registration Number:	2680569	BIJOUX TERNER
Registration Number:	2726709	BIJOUX TERNER
Registration Number:	3841415	BIJOUX TERNER
Registration Number:	3861046	BIJOUX TERNER
Registration Number:	4006995	BIJOUX TERNER
Registration Number:	3794637	BIJOUX TERNER LUXURY AT \$10
Registration Number:	3800690	BIJOUX TERNER LUXURY AT \$10
Registration Number:	3994365	BIJOUX TERNER LUXURY AT \$10
Registration Number:	2761552	BIJOUX TERNER \$10
Registration Number:	3994654	DEJA VOUX

CH \$1190.00 4218610

Registration Number:	3999037	DEJA VOUX
Registration Number:	4003272	DEJA VOUX
Registration Number:	3661722	GET MORE GIVE MORE
Registration Number:	4119520	TRESOR DU TEMP
Registration Number:	4119560	TRÉSOR DU TEMP
Registration Number:	3994652	VOUX
Registration Number:	3994653	VOUX
Registration Number:	3999038	VOUX
Registration Number:	3994664	X'EST JOLIE
Registration Number:	3994665	X'EST JOLIE
Registration Number:	4007123	X'EST JOLIE
Serial Number:	85845830	ADIXION
Serial Number:	85845835	ADIXION
Serial Number:	85845836	ADIXION
Serial Number:	85001638	B YOU
Serial Number:	85001619	B YOU
Serial Number:	85001627	B YOU
Serial Number:	85001632	B YOU
Serial Number:	77442739	BIJOUX TERNER GET MORE.GIVE MORE.
Serial Number:	77937477	BT
Serial Number:	77937499	BT
Serial Number:	77937507	BT
Serial Number:	77937514	BT
Serial Number:	77917843	DEJA VOUX
Serial Number:	85504168	PICKZIES
Serial Number:	78590967	THE HANDBAG CAFÉ
Serial Number:	75671627	THIS & THAT
Serial Number:	77917825	VOUX
Serial Number:	77917832	X'E JOLIE
Serial Number:	77917891	X'E JOLIE
Serial Number:	77917909	X'E JOLIE
Serial Number:	77918058	X'E JOLIE
Serial Number:	77921633	X'EST JOLIE

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 005211 FRAME: 0002**

Fax Number:

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

Email: trademarks.atl@bryancave.com

Correspondent Name: Jonathan D. Brodhag/Bryan Cave LLP

Address Line 1: 301 S. College Street, Suite 3400

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:

0352065

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jonathan D. Brodhag

Signature:

/Jonathan D. Brodhag/

Date:

02/06/2014

Total Attachments: 7

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”), dated as of January 31, 2014, is made by and between Bijoux Nouveau, Inc., a Delaware corporation, having a business location at the address set forth below next to its signature (the “**Debtor**”), and Roynat Asset Finance (“**Roynat**”), having a business location at the address set forth below next to its signature.

### Recitals

A. Debtor and Roynat are parties to a Loan Agreement (as amended, supplemented, restated or otherwise modified from time to time, the “**Loan Agreement**”), dated the same date as this Agreement, setting forth the terms on which Roynat may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Roynat has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Financing Agreements and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“**Security Interest**” has the meaning given in Section 2.

“**Trademark Collateral**” has the meaning given in Section 2.

“**Trademarks**” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of Debtor’s business symbolized by the foregoing or connected therewith, and (f) all of Debtor’s rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, assigns and pledges to Roynat a continuing security interest (the “**Security Interest**”) in the Debtor’s Trademarks and all products and proceeds thereof (collectively, the “**Trademark Collateral**”), to secure the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to Roynat herein are granted in furtherance, and not in limitation of, the security interests granted to the Roynat pursuant to the Loan Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify

the security interests granted in the Loan Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Roynat with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by Roynat and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Roynat to exercise any right, remedy, or option under this Agreement, or delay by Roynat in exercising the same, will operate as a waiver thereof. No waiver by Roynat will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of Roynat under this Agreement shall be cumulative. No exercise by Roynat of one right or remedy shall be deemed an election, and no waiver by Roynat shall be deemed a continuing waiver. All notices to be given to Debtor or Roynat under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND ROYNAT HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND ROYNAT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

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IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

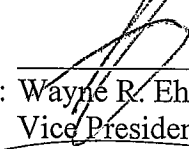
Bijoux Nouveau, Inc.  
6950 NW 77th Court  
Miami, Florida 33166  
Attention: President  
Fax: (305) 262-9286

BIDOUX NOUVEAU, INC.

By: *Robyn I. Mohr*  
Name: Robyn I. Mohr  
Title: President

Roynat Asset Finance  
40 King Street West, 25th Floor  
Toronto, ON M5H 1H1  
Attention: Portfolio Manager  
Fax: 416-933-8787

**ROYNAT ASSET FINANCE,**  
a division of Roynat, Inc.

By:   
Name: Wayne R. Ehgoetz  
Title: Vice President and Group Head

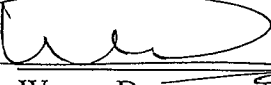
By:   
Name: Wayne Dyer  
Title: Director and Portfolio Manager

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND  
COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ADIXION	4218610	10/02/12
B YOU (design)	4368863	07/16/13
BIJOUX TERNER	1517908	12/27/88
BIJOUX TERNER	2666432	12/24/02
BIJOUX TERNER	2680569	01/28/03
BIJOUX TERNER	2726709	06/17/03
BIJOUX TERNER	3841415	08/31/10
BIJOUX TERNER	3861046	10/12/10
BIJOUX TERNER	4006995	08/02/11
BIJOUX TERNER LUXURY AT \$10	3794637	05/05/10
BIJOUX TERNER LUXURY AT \$10	3800690	06/08/10
BIJOUX TERNER LUXURY AT \$10	3994365	07/12/11
BIJOUX TERNER \$10	2761552	09/09/03
DEJA VOUX	3994654	07/12/11
DEJA VOUX	3999037	07/19/11
DEJA VOUX	4003272	07/26/11
GET MORE GIVE MORE	3661722	07/28/09
TRESOR DU TEMP	4119520	03/27/12
TRESOR DU TEMP (design)	4119560	03/27/12
VOUX	3994652	07/12/11



VOUX	3994653	07/12/11
VOUX	3999038	07/19/11
X'EST JOLIE	3994664	07/12/11
X'EST JOLIE	3994665	07/12/11
X'EST JOLIE	4007123	08/02/11

APPLICATIONS

ADIXION	85845830	02/11/13
ADIXION	85845835	02/11/13
ADIXION	85845836	02/11/13
B YOU	85001638	03/30/10
B YOU (design)	85001619	03/30/10
B YOU (design)	85001627	03/30/10
B YOU (design)	85001632	03/30/10
BIJOUX TERNER GET MORE.GIVE MORE.	77442739	04/08/08
BT	77937477	02/17/10
BT	77937499	02/17/10
BT	77937507	02/17/10
BT	77937514	02/17/10
DEJA VOUX	77917843	01/22/10
PICKZIES	85504168	12/27/11
THE HANDBAG CAFÉ	78590967	03/19/05
THIS AND THAT	75671627	03/31/99
VOUX	77917825	01/22/10

X'E JOLIE	77917832	01/22/10
X'E JOLIE	77917891	01/22/10
X'E JOLIE	77917909	01/22/10
X'E JOLIE	77918058	01/22/10
X'EST JOLIE	77921633	01/27/10

COLLECTIVE MEMBERSHIP MARKS AND/OR UNREGISTERED MARKS

None.