

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rogers Enterprises, Inc.		02/27/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	First Niagara Commercial Finance, Inc.		
Street Address:	3 Allied Drive, Suite 201		
City:	Dedham		
State/Country:	MASSACHUSETTS		
Postal Code:	02026		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2605871	ASHCROFT & OAK	
Registration Number:	2871720	FULFILLING DREAMS AND CREATING MEMORIES	
Registration Number:	1796602	JEWELRY CREATED FOR NOW AND FOREVER	
Registration Number:	1798380	JEWELTIDE CELEBRATION	
Registration Number:	3477917	JUELLCUT	
Registration Number:	3977932	PROMISE OF HOPE	
Registration Number:	1918608	ROGERS & HOLLANDS	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6173417729		
Email:	kschmidt@morganlewis.com		
Correspondent Name:	Katarzyna Schmidt		
Address Line 1:	225 Franklin Street, 16th Floor		
Address Line 2:	c/o Morgan Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Katarzyna Schmidt		
SIGNATURE:	/Katarzyna Schmidt/		
DATE SIGNED:	04/07/2014		

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Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Agreement"), dated as of February 27, 2014 is made by and between ROGERS ENTERPRISES, INC., a Delaware corporation, with a business location at 20821 South Cicero Avenue, Matteson, Illinois (the "Debtor"), and First Niagara Commercial Finance, Inc. ("FNCF") having a business location at 3 Allied Drive, Suite 210, Dedham, Massachusetts 02026 as administrative agent (the "Administrative Agent"), for the benefit of itself and the other Secured Parties (as defined in the "Credit Agreement", which is in turn, defined below). All capitalized terms used herein and not ascribed a meaning herein shall mean and refer to definitions ascribed to such capitalized terms in the Credit Agreement.

Recitals

WHEREAS, the Debtor and ABN AMRO Bank N.V. were parties to that certain Credit Agreement (the "ABN Credit Agreement"), that certain Security Agreement and that certain Trademark Collateral Agreement, each dated as of June 9, 2003 and the other Loan Documents (as such term is defined in the ABN Credit Agreement, collectively the "ABN Credit Documents");

WHEREAS, ABN AMRO Bank N.V. assigned 100% of its rights and obligations under the ABN Credit Documents to NewAlliance Bank;

WHEREAS, the Debtor and NewAlliance Bank were parties to that certain Amended and Restated Credit Agreement dated as of June 14, 2010 (the "Existing Credit Agreement"), which amended and restated the ABN Credit Agreement in its entirety;

WHEREAS, the Debtor and NewAlliance Bank were parties to that certain Trademark Security Agreement dated June 14, 2010 (the "Existing Trademark Agreement");

WHEREAS, FNCF is a successor-in-interest to NewAlliance Bank;

WHEREAS, the Debtor, the Administrative Agent and certain other Lenders are parties to that certain Second Amended and Restated Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement"), which amended and restates the Existing Credit Agreement in its entirety, setting forth the terms on which the Administrative Agent may now or hereafter extend credit to or for the account of the Debtor;

WHEREAS, as a condition to extending credit to or for the account of the Debtor, the Administrative Agent has required the execution and delivery of this Agreement by the Debtor, which amends and restates the Existing Trademark Agreement in its entirety.

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

1. **Definitions.** In addition to defined terms incorporated from the Credit Agreement, the following terms have the meanings set forth below:

“Indebtedness” means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document or any Bank Products which the Debtor may now or at any time hereafter owe to the Administrative Agent or any other Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Indebtedness (as defined in the Credit Agreement).

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

“Trademarks” means all of the Debtor’s right, title and interest in and to: (a) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (b) licenses, fees or royalties with respect to each, (c) the right to sue for past, present and future infringement, dilution and damages therefor, and (d) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. **Security Interest.** The Debtor hereby irrevocably pledges and assigns to, and grants the Administrative Agent a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. 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. **Representations, Warranties, Covenants and Agreements.** The Debtor represents, warrants and agrees as follows:

(a) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor’s or any Affiliate’s business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Debtor’s or any Affiliate’s business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Administrative Agent may, upon written notice to the Debtor, attach a replacement Exhibit A hereto, which shall become part of this Agreement.

(b) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right

to have assigned to it any such items (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Administrative Agent of such item(s) and cause such Affiliate to execute and deliver to the Administrative Agent a trademark security agreement substantially in the form of this Agreement.

(c) Title. The Debtor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens.

(d) No Sale. Except as otherwise permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the Administrative Agent's prior written consent.

(e) Defense. The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(f) Maintenance. The Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its commercially reasonable business judgment including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), nor fail to file any required affidavit or renewal in support thereof, without first providing the Administrative Agent: (i) sufficient written notice, of at least thirty (30) days, to allow the Administrative Agent to timely pay, should it choose to do so in its commercially reasonable business judgment, any such maintenance fees or annuities which may become due on any Trademarks (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

4. **Debtor's Use of the Trademarks**. The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs, is continuing and remains uncured.

5. **Miscellaneous**. This Agreement can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by the Administrative Agent and the Debtor. The Security Interest can be released, only explicitly in a writing signed by the Administrative Agent. A waiver signed by the Administrative Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Administrative Agent's rights or remedies.

All rights and remedies of the Administrative Agent shall be cumulative and may be exercised singularly or concurrently, at the Administrative Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Administrative Agent shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Administrative Agent and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Administrative Agent, and the Debtor waives notice of the Administrative Agent's acceptance hereof. The Administrative Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of the Administrative Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. Delivery of a carbon, photographic, electronic or other reproduction of this Agreement shall have the same force and effect as the original for all purposes. This Agreement shall be governed by the internal law of Illinois without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

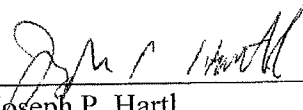
6. **Amendment and Restatement of Existing Trademark Agreement.**

The parties hereto hereby confirm, acknowledge and agree that as of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Agreement are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement, except that nothing contained herein shall impair or adversely affect the continuation without interruption of the Administrative Agent's Security Interest in the Trademarks. Such Security Interest is hereby ratified and confirmed in all respects. Other than expressly set forth herein, nothing contained herein shall be construed as a novation of the obligations outstanding under the Existing Trademark Agreement or the ABN Credit Documents which shall remain in full force and effect, except as modified hereby. Nothing express or implied in this Agreement shall be construed as a release or discharge of the Debtor under the Existing Credit Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[CONTINUED ON THE FOLLOWING PAGE]

BORROWER:
ROGERS ENTERPRISES, INC.

By: 
Name: Joseph P. Hartl
Title: Executive Vice President

ADMINISTRATIVE AGENT:

FIRST NIAGARA COMMERCIAL
FINANCE, INC.

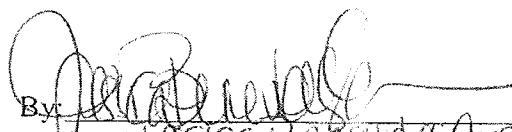
By: 
Name: JESSICA BERNADES CARON
Title: FIRST VICE PRESIDENT

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

TRADEMARK	RS File No.	Product or Service	Next Action Date	Status
ASHCROFT & OAK Ser. 76/266,017 Reg. 2,605,871	324582.00007	Retail stores featuring jewelry	8/6/2022 renewal due	Reg'd 08/06/2002; Renewed 3/23/2012
FULFILLING DREAMS AND CREATING MEMORIES Ser. 78/277,124 Reg. 2,871,720	324582.00008	Retail jewelry stores	8/10/2014 renewal due	Reg'd 08/10/2004; Renewed 5/7/2010
JEWELRY CREATED FOR NOW AND FOREVER Ser. 74/357,620 Reg. 1,796,602	324582.00005	Retail store services featuring jewelry, watches, and related items	10/5/2023 renewal due	Reg'd 10/05/1993; Renewed 2/20/2013
JEWELTIDE CELEBRATION Ser. 74/357,615 Reg. 1,798,380	324582.00004	Retail store services featuring jewelry, watches, and related items	10/12/2023 renewal due	Reg'd 10/12/1993; Renewed 3/1/2013
JUELLCUT Ser. 78/452,440 Reg. 3,477,917	324582.00002	Jewelry, namely, diamonds	7/29/2014 renewal due	Reg'd 07/29/2008
PROMISE OF HOPE Ser. 85/171,439 Reg. 3,977,932	324582.00020	Jewelry	6/14/2017 renewal due	Reg'd 06/14/2011
ROGERS & HOLLANDS Ser. 74/579,697 Reg. 1,918,608	324582.00009	Retail jewelry store services	9/12/2015 renewal due	Reg'd 09/12/1995; renewed 8/16/2005