

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323642

| | | | |
|-----------------------------------|---|---------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Jacmel Jewelry Inc. | | 11/09/2009 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | HSBC Bank USA, National Association | | |
| Street Address: | 452 Fifth Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | a bank organized under the laws of the United States: UNITED STATES | | |
| PROPERTY NUMBERS Total: 24 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3327102 | THE ESSENTIAL PEARL | |
| Registration Number: | 3548352 | KIDS COLLECTION FINE JEWELRY | |
| Registration Number: | 3545317 | KIDS COLLECTION | |
| Registration Number: | 3141529 | HOOP CHARMS | |
| Registration Number: | 3091261 | STERLING MEDLEY | |
| Registration Number: | 2915980 | ETHEREAL GOLD | |
| Serial Number: | 77628619 | HOLY LAND TREASURES | |
| Serial Number: | 77715272 | LITTLE PRINCESS | |
| Serial Number: | 77842696 | SOLORO | |
| Serial Number: | 77830195 | GOLDEN STERLING | |
| Serial Number: | 77830167 | MEDITATIONS | |
| Serial Number: | 77830128 | ROCK N BODY | |
| Registration Number: | 3611683 | WORDS TO INSPIRE | |
| Serial Number: | 77715263 | MUSICAL MOMENTS | |
| Serial Number: | 77507813 | DIAMONESS | |
| Registration Number: | 3553411 | OROFUSION SILVER & GOLD JEWELRY | |
| Registration Number: | 3139584 | THREADERS | |
| Registration Number: | 2883356 | ULTIMATE GOLD | |
| Registration Number: | 1706765 | KIDS COLLECTION | |
| Registration Number: | 1517147 | PETER BRAMS | |
| TRADEMARK | | | |

OP \$615.00 3327102

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------|
| Registration Number: | 1539271 | TIMELESS TREASURES |
| Registration Number: | 1654281 | KIDS COLLECTION |
| Registration Number: | 1225914 | JCM |
| Registration Number: | 1173135 | JACMEL |

CORRESPONDENCE DATA

Fax Number: 8602758299
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 860-275-8285
Email: jscheib@rc.com
Correspondent Name: Jacqueline P. Scheib
Address Line 1: 280 Trumbull Street
Address Line 2: Robinson & Cole LLP
Address Line 4: Hartford, CONNECTICUT 06103

| | |
|---------------------------|------------------------|
| NAME OF SUBMITTER: | Jacqueline P. Scheib |
| SIGNATURE: | /Jacqueline P. Scheib/ |
| DATE SIGNED: | 11/19/2014 |

Total Attachments: 8

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SECURITY AGREEMENT FOR TRADEMARKS AND TRADENAMES

SECURITY AGREEMENT FOR TRADEMARKS AND TRADENAMES made as of the 9th day of November, 2009, by and between **JACMEL JEWELRY INC.**, a New York corporation with its principal office at 30-30 47th Street, Long Island City, New York 11101 (the "**Debtor**"); and **HSBC BANK USA, NATIONAL ASSOCIATION**, a bank organized under the laws of the United States with offices located at 452 Fifth Avenue, New York, New York 10018 (the "**Lender**").

Background. Debtor has incurred obligations to the Lender which are secured by security interests in all of Debtor's accounts, inventories, equipment and general intangibles, including without limitation Debtor's trademarks, trademark applications, servicemarks, tradenames, and goodwill in respect thereof (collectively, the "**Collateral**"). To confirm and perfect the Lender's security interest in Debtor's trademarks, trademark applications, servicemarks, and tradenames, Debtor has agreed to grant a security interest and lien upon Debtor's trademarks, trademark applications, servicemarks, and tradenames to the Lender as hereinafter provided.

Additional Definitions. The following terms shall be defined as follows:

"**Event of Default**" shall have the meaning assigned by the Loan and Consignment Agreement (hereinafter defined).

"**Obligations**" means all obligations, liabilities and indebtedness due and to become due from the Debtor to the Lender at any time and from time to time from the date hereof, of every kind and description, whether now existing or hereafter incurred, including future advances, whether direct, indirect or contingent, whether otherwise guaranteed or secured, and whether on open account or evidenced by a note, draft, check or other agreement, instrument or document, including, without limitation, obligations, liabilities and indebtedness which are evidenced by or incurred pursuant to:

(a) that certain Secured Demand Note of the Debtor and **SOLORO MANUFACTURING CORP.**, a British Virgin Islands corporation with its principal office at Las Americas Free Zone, Santo Domingo, Dominican Republic ("**Soloro**"), and **JACJIL JEWELRY LLC**, a New York limited liability company with its principal office at 30-30 47th Street, Long Island City, New York 11101 ("**JacJil**" and, together with Debtor and Soloro, collectively, the "**Borrowers**") of even date herewith issued to the Lender in the maximum principal amount of Twenty Million Dollars (\$20,000,000.00) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "**Line of Credit Note**"); and

(b) that certain Loan and Consignment Agreement of even date herewith by and between the Borrowers and the Lender (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "**Loan and Consignment Agreement**").

"**Of Record**" means recorded in the U.S. Patent and Trademark Office.

Capitalized terms not otherwise defined herein shall have the meanings assigned by the Loan and Consignment Agreement.

NOW, THEREFORE, in consideration of the premises, Debtor hereby agrees with the Lender as follows:

1. To secure the complete and timely payment and satisfaction of the Obligations, Debtor hereby grants, assigns and conveys to the Lender a security interest in and lien upon (a) Debtor's trademark and servicemark applications, registrations, trademarks, servicemarks, and tradenames listed in Schedule A hereto (the "Marks"), and (b) Debtor's goodwill in respect thereof, including without limitation all proceeds of the Marks (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world (collectively, the "Rights").

2. Debtor covenants and warrants that to the best of its knowledge:

- (a) Schedule A hereto correctly describes all Debtor's trademarks, trademark applications, servicemarks and tradenames Of Record;
- (b) The Rights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (c) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Rights, free and clear of any liens, charges and encumbrances except liens permitted in accordance with the Loan and Consignment Agreement; and
- (d) Debtor has the necessary corporate authority to enter into this Agreement and perform its terms.

3. Debtor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Debtor's obligations under this Agreement, without Lender's prior written consent (which consent shall not be unreasonably withheld).

4. Debtor hereby covenants and agrees with the Lender that the Debtor (a) shall take such action as is reasonably necessary to protect the Marks against all claims and demands of all persons at any time claiming any interest therein; (b) shall promptly pay any and all taxes, assessments and governmental charges upon the Marks prior to the date penalties are attached thereto; and (c) shall immediately upon knowledge thereof notify the Lender of any event resulting in a substantial loss or diminution in the value of all or any material part of the Marks and the amount or an estimate of the amount of such loss or diminution.

5. Unless and until there shall have occurred and is continuing an Event of Default, the Debtor shall have the right to use the Rights for Debtor's own benefit, and the Debtor may make or grant assignments and sublicenses of the Rights in the ordinary course of Debtor's

business; provided, further, that no such assignment or sublicense shall be Of Record or shall impair the rights of Debtor or the Lender to sell the Collateral in the United States in accordance with the terms of this Agreement and the aforesaid Loan and Consignment Agreement. Debtor shall have the right to abandon such Rights as may be reasonably prudent or beneficial to Debtor or its operations.

6. The Debtor shall be responsible for processing and maintaining any and all applications for registration and re-registration of the Marks and shall bear all costs pertaining to enforcing and/or defending rights pertaining to the Marks.

7. Debtor agrees that until the Obligations have been satisfied in full, Debtor will execute further security agreements to the Lender of like tenor to this Agreement, granting a security interest in and lien upon any and all trademarks and trademark applications and any licenses of any trademarks that Debtor shall effect, acquire or make application for and which shall be Of Record, so as to confirm and perfect the Lender's interest in and to all of the Collateral.

8. If an Event of Default shall have occurred and be continuing, the Lender shall have, in addition to all other rights and remedies given Lender by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Rights may be located and, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, the Lender may sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Rights, or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Rights all expenses (including all reasonable expenses for brokers' fees and legal services), the Lender shall apply the residue of such proceeds toward the payment of the Obligations in accordance with the Loan and Consignment Agreement. Notice of any sale or other disposition of the Rights shall be given to Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of the Rights is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may purchase the whole or any part of the Rights sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released.

9. Notwithstanding anything to the contrary herein or in any agreement between Debtor and Lender, if any Event of Default shall have occurred and be continuing, in addition to any and all other rights and remedies that the Lender may have under any other agreements or at law, the Debtor hereby irrevocably constitutes and appoints the Lender, and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in Lender's own name, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable: (a) to convey to the Lender or any purchaser any or all of the Rights, together with the goodwill of the business represented thereby, and to execute and file or cause to be filed any and all assignments and other documents and instruments that may be necessary or desirable to accomplish the purposes of such conveyance; (b) to collect proceeds

from the Rights (including, by way of example, license, royalties and proceeds of infringement suits); (c) to convey in any bona fide transactions to a purchaser goods utilizing any of the Marks; and (d) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods utilizing the Rights, the legality or validity thereof, and the amounts necessary to discharge the same, to be determined by the Lender, in its sole discretion, and such payments made by the Lender to become the obligations of Debtor to the Lender, due and payable immediately, without demand.

10. At such time as the Debtor shall completely satisfy all the Obligations, the Lender shall execute and deliver to Debtor all releases, deeds, assignments and other instruments as may be necessary or proper to discharge the Lender's security interest in and lien upon the Rights, subject to any disposition thereof which may have been made by the Lender pursuant hereto. Upon the sale of any Rights that is permitted under the Loan and Consignment Agreement, the Lender shall execute and deliver to Debtor all releases, deeds, assignments and other instruments as may be necessary or proper to discharge the Lender's security interest in and lien upon such Rights.

11. Debtor shall have the duty, through counsel, to prosecute diligently any application in respect of any of the Rights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full. Any expenses incurred in connection with such an application shall be borne by Debtor.

12. At such time as the Lender becomes the owner of the Rights, as provided in this Agreement, the Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Rights and any license thereunder, in which event Debtor shall at the request of the Lender do any and all lawful acts and execute any and all necessary documents required by the Lender in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Paragraph, provided however, if the Lender shall not bring suit hereunder, then Debtor, upon prior written consent of the Lender (which consent shall not be unreasonably withheld), shall have the right, with counsel of its own selection, to bring such suit prosecute and settle the same, at its own cost and expense.

13. No course of dealing between Debtor and the Lender nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Lender's rights and remedies with respect to the Rights whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such

jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

19. All notices, communications and distributions hereunder shall be given or made to the parties at their respective addresses set forth on the last page hereof, or at such other address as the addressee may hereafter specify for the purpose by written notice to the other party hereto in accordance with the requirements of the Loan and Consignment Agreement.

20. DEBTOR AND, BY ACCEPTANCE HEREOF, THE LENDER, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE LENDER TO ACCEPT THIS AGREEMENT.

The next page is a signature page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers as of the date first above written.

WITNESS:

JACMEL JEWELRY INC.

Robt Passa

By: [Signature]
Title: President
Address: 30-30 47th Ave, LIC NY 11101

HSBC BANK USA, NATIONAL ASSOCIATION

By: [Signature]
Title: VP
Address: 452 5th Ave - N.Y. N.Y. 10018

STATE OF New York
COUNTY OF Queens

In Long Island City on the 3rd day of November, 2009, before me personally appeared Jack Kohn, President of JACMEL JEWELRY INC., to me known and known by me to be the person executing the foregoing instrument and he acknowledged the foregoing by him executed to be his free act and deed in his said capacity and the free act and deed of JACMEL JEWELRY INC.

SHARON CHAMBERS
NOTARY PUBLIC
COMM. #01CH6186422
STATE OF NEW YORK
QUEENS COUNTY
EXP. 04/28/2012

Sharon Chambers
Notary Public
My commission expires: 04-28-2012

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 3rd day of December, 2009, before me personally appeared John Lige, VP of HSBC BANK USA, NATIONAL ASSOCIATION, to me known and known by me to be the person executing the foregoing instrument and she acknowledged the foregoing by her executed to be her free act and deed in her said capacity and the free act and deed of HSBC BANK USA, NATIONAL ASSOCIATION.

[Signature]
Notary Public
My commission expires: 9/1/10

SCHEDULE A

List of trademark applications, trademarks, servicemarks, and tradenames

JACMEL JEWELRY, INC.

U.S. Trademarks

| | Serial Number | Reg. Number | Word Mark | Live/Dead |
|----|---------------|-------------|---------------------------------|-----------|
| 1 | 78790432 | 3327102 | THE ESSENTIAL PEARL | LIVE |
| 2 | 78890619 | 3548352 | KIDS COLLECTION FINE JEWELRY | LIVE |
| 3 | 78890560 | 3545317 | KIDS COLLECTION | LIVE |
| 4 | 78662692 | 3141529 | HOOP CHARMS | LIVE |
| 5 | 78441903 | 3091261 | STERLING MEDLEY | LIVE |
| 6 | 78170223 | 2915980 | ETHEREAL GOLD | LIVE |
| 7 | 77628619 | | HOLY LAND TREASURES | LIVE |
| 8 | 77715272 | | LITTLE PRINCESS | LIVE |
| 9 | 77842696 | | SOLORO | LIVE |
| 10 | 77830195 | | GOLDEN STERLING | LIVE |
| 11 | 77830167 | | MEDITATIONS | LIVE |
| 12 | 77830128 | | ROCK N BODY | LIVE |
| 13 | 77560050 | 3611683 | WORDS TO INSPIRE | LIVE |
| 14 | 77715263 | | MUSICAL MOMENTS | LIVE |
| 15 | 77507813 | | DIAMONESS | LIVE |
| 16 | 77462107 | 3553411 | OROFUSION SILVER & GOLD JEWELRY | LIVE |
| 17 | 76606406 | 3139584 | THREADERS | LIVE |
| 18 | 76367428 | 2883356 | ULTIMATE GOLD | LIVE |
| 19 | 74004926 | 1706765 | KIDS COLLECTION | LIVE |
| 20 | 73717586 | 1517147 | PETER BRAMS | LIVE |
| 21 | 73749557 | 1539271 | TIMELESS TREASURES | LIVE |
| 22 | 73794812 | 1654281 | KIDS COLLECTION | LIVE |
| 23 | 73346262 | 1225914 | JCM | LIVE |
| 24 | 73245212 | 1173135 | JACMEL | LIVE |

Foreign Trademarks

Trademark Report by Country
Status: ACTIVE

Printed: 10/7/2008

Page

| REFERENCE STATUS | MARK CLASSES | FILED | APPL# | REGDT | REG# |
|------------------|--------------|-------|-------|-------|------|
|------------------|--------------|-------|-------|-------|------|

Next Action Due (Current)

CANADA

| | | | | | |
|-------------------------|---------------------------|----------|---------|-----------|---------|
| 1691/0007 REGISTERED | JACMEL 14 7/21/2019 | 6/6/1988 | 608,561 | 7/21/1989 | 358,603 |
|-------------------------|---------------------------|----------|---------|-----------|---------|

RENEWAL

14 - WATCHES AND JEWELRY - NAMELY, EARRINGS, BRACELETS AND RINGS.

| | | | | | |
|-------------------------|------------------------|----------|---------|----------|---------|
| 1691/0009 REGISTERED | JCM n/a 6/3/2009 | 6/6/1988 | 608,562 | 6/3/1994 | 427,982 |
|-------------------------|------------------------|----------|---------|----------|---------|

RENEWAL

n/a - Jewelry, Namely earrings charms bracelets and rings

CHINA

| | | | | | |
|----------------------|-------------------------|-----------|---------|--|--|
| 1691/0162 PENDING | JCM 014 10/8/2008 | 4/10/2006 | 5278293 | | |
|----------------------|-------------------------|-----------|---------|--|--|

STATUS CHECK

014 - JEWELRY, NAMELY, EARRINGS, RINGS, PENDANTS, NECKLACES, CHARMS, BRACELETS, CHAINS AND PINS, MADE IN WHOLE OR IN PART OF PRECIOUS METALS SUCH AS GOLD AND SILVER.

| | | | | | |
|----------------------|-------------------------|-----------|---------|--|--|
| 1691/0163 PENDING | PBD 014 11/8/2008 | 4/10/2006 | 5278294 | | |
|----------------------|-------------------------|-----------|---------|--|--|

STATUS CHECK

014 - JEWELRY, NAMELY, EARRINGS, RINGS, PENDANTS, NECKLACES, CHARMS, BRACELETS, CHAINS AND PINS, MADE IN WHOLE OR IN PART OF PRECIOUS METALS SUCH AS GOLD AND SILVER.

EUROPEAN UNION (CTM)

| | | | | | |
|-------------------------|---|----------|---------|----------|---------|
| 1691/0098 REGISTERED | EURO HOOP 2000 BY PETER S. 14 BRAMS. & DESIGN 3/9/2009 | 3/9/1999 | 1099845 | 6/6/2000 | 1099845 |
|-------------------------|---|----------|---------|----------|---------|

RENEWAL

14 - Precious metals and their alloys and goods in precious metal or coated therewith, not included in other classes; jewelry (excluding sports jewelry), precious stones, horological and chronometric instruments

| | | | | | |
|-------------------------|---------------------------|-----------|--------|----------|--------|
| 1691/0034 REGISTERED | JACMEL 14 5/29/2016 | 5/29/1996 | 271551 | 9/2/1998 | 271551 |
|-------------------------|---------------------------|-----------|--------|----------|--------|

RENEWAL

14 - Jewelry; horological and chronometric instruments; watches and clocks; earrings, rings, pendants, necklaces, charms, bracelets, chains and pins; precious metals and their alloys and goods of precious metals or coated therewith; precious stones