

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jacmel Jewelry Inc.		08/15/2014	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:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2675185	FUFOO	
Registration Number:	4329307	VIA VERISMO	
Registration Number:	4318941	SURI GEMS	
Registration Number:	4097099	LUNA DI	
Serial Number:	86164179	CRYSTALOGY	
Serial Number:	86273597	ETHEREAL SILVER	
Serial Number:	86370769	KIDS COLLECTION	
Serial Number:	86370827	JCM	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<i>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.</i>			
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/		

OP \$215.00 2675185

DATE SIGNED:	11/19/2014
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Total Attachments: 7

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- source=Reaffirmation of, and First Amendment to, Trademark Security Agreement#page2.tif
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- source=Reaffirmation of, and First Amendment to, Trademark Security Agreement#page5.tif
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**REAFFIRMATION OF, AND FIRST AMENDMENT
TO, TRADEMARK SECURITY AGREEMENT**

THIS REAFFIRMATION OF, AND FIRST AMENDMENT TO, TRADEMARK SECURITY AGREEMENT is made as of the 15 day of August, 2014, by JACMEL JEWELRY INC., a New York corporation with its principal office at 1385 Broadway, 8th Floor, New York, New York 10018 (the “Debtor”); and HSBC BANK USA, NATIONAL ASSOCIATION, a national banking association with offices located at 452 Fifth Avenue, New York, New York 10018 (the “Lender”).

WITNESSETH THAT:

WHEREAS, the Debtor executed and delivered a Security Agreement for Trademarks and Tradenames dated as of November 9, 2009 in favor of the Lender (as reaffirmed, the “**Trademark Security Agreement**”) whereby the Debtor granted the Lender a security interest in the trademarks of Debtor listed on Schedule I attached thereto, all business goodwill associated with such trademarks and all proceeds of the foregoing (together, the “**Trademark Collateral**”) in order to secure the payment and performance of all obligations, liabilities and indebtedness of the Debtor to the Lender, including, without limitation, all obligations, liabilities and indebtedness of the Debtor and others to the Lender under that certain Loan and Consignment Agreement dated November 9, 2009, as amended from time to time, between the Debtor and others and the Lender (as amended from time to time, the “**2009 Agreement**”); and

WHEREAS, the Lender and the Debtor have redocumented the 2009 Agreement and it is a condition of such redocumentation that the Debtor reaffirm and amend the Trademark Security Agreement to ensure that it continues to secure the obligations, liabilities and indebtedness of the Debtor to the Lender under the 2009 Agreement, as amended and restated by that certain Amended and Restated Loan and Consignment Agreement dated the date hereof between the Debtor and the Lender.

NOW, THEREFORE, in consideration of the premises and the agreement hereinafter set forth and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. All capitalized terms used herein without definition shall have the meanings assigned by the Trademark Security Agreement. All capitalized terms used herein and in the Trademark Security Agreement without definition shall have the meanings assigned by the Amended and Restated Loan and Consignment Agreement dated the date hereof between the Debtor and the Lender (the “**Loan and Consignment Agreement**”).

2. Effective the date hereof, the definition of “Obligations” set forth in the Trademark Security Agreement is amended to read in its entirety as follows:

“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 Amended and Restated Secured Demand Note of the Debtor dated August 15, 2014 issued to the Lender in the maximum principal amount of Thirty-Four Million Dollars (\$34,000,000) (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 Amended and Restated Loan and Consignment Agreement dated August 15, 2014 by and between the Debtor 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.**")

3. Schedule A to the Trademark Security Agreement is amended by adding the trademark applications, trademarks, servicemarks, and tradenames listed on Schedule A attached hereto.

4. As security for the prompt and unconditional payment and performance of any and all Obligations (as defined in the Trademark Security Agreement, as amended hereby), Debtor does hereby grant to the Lender a continuing lien upon and security interest in, and does hereby pledge, assign and transfer to the Lender, all of the Trademark Collateral.

5. Except as amended hereby, the Debtor hereby reaffirms and ratifies the Trademark Security Agreement, which shall in all respects remain in full force and effect and pursuant to which the security interests granted therein shall continue to secure any and all obligations, indebtedness and liabilities of the Debtor to the Lender, whether now existing or hereafter incurred, including, without limitation, all Obligations as defined in the Trademark Security Agreement, as amended hereby, on the same terms and conditions as set forth in the Trademark Security Agreement, which are hereby incorporated herein by reference as if set forth at length herein.

6. The Debtor reaffirms and restates and incorporates herein by reference, as of the date hereof, all of the representations and warranties made by the Debtor in the Trademark Security Agreement, except to the extent altered by actions permitted pursuant to the terms hereof or expressly contemplated pursuant to the terms hereof or to the extent the Lender has been advised in writing of any inaccuracy with respect to such representations or warranties and has waived the same in writing.

7. Effective the date hereof, (a) all references in the Trademark Security Agreement to the "Loan and Consignment Agreement" shall refer to the Loan and Consignment Agreement as defined in this Reaffirmation of, and First Amendment to, Trademark Security Agreement; and (b) all references in the Trademark Security Agreement to the "Line of Credit Note" shall refer to the Line of Credit Note as defined in this Reaffirmation of, and First Amendment to, Trademark Security Agreement.

8. Any necessary, conforming changes to the Trademark Security Agreement occasioned by reason of this Reaffirmation of, and First Amendment to, Trademark Security Agreement shall be deemed to have been made.

9. This Reaffirmation of, and First Amendment to, Trademark Security Agreement shall be binding upon the parties and their respective successors and assigns.

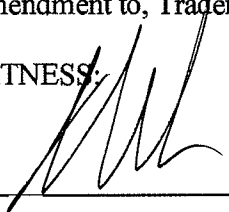
10. The Debtor and the Lender acknowledge and agree that, except as expressly provided herein, the terms and provisions of the Trademark Security Agreement remain unchanged and the Trademark Security Agreement remains in full force and effect in accordance with its terms. The term "Trademark Security Agreement" as used in the Trademark Security Agreement and all references to the Trademark Security Agreement in any other documents or agreements by and between any of the parties hereto which relate to the Debtor shall refer, from and after the date hereof, to the Trademark Security Agreement, as amended and reaffirmed by this Reaffirmation of, and First Amendment to, Trademark Security Agreement.

11. This Reaffirmation of, and First Amendment to, Trademark Security Agreement may be executed with one or more counterparts hereof, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Reaffirmation of, and First Amendment to, Trademark Security Agreement to be executed as of the date first above written.

WITNESS:



JACMEL JEWELRY INC.

By: _____

Title: *JACK RAINBOW, PRESIDENT*

HSBC BANK USA, NATIONAL ASSOCIATION

By: _____

Title: _____

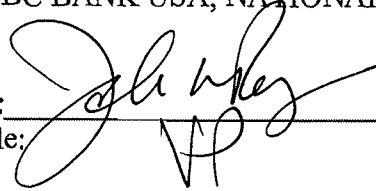
IN WITNESS WHEREOF, the parties hereto have caused this Reaffirmation of, and First Amendment to, Trademark Security Agreement to be executed as of the date first above written.

WITNESS:

JACMEL JEWELRY INC.

_____ By: _____
Title:

HSBC BANK USA, NATIONAL ASSOCIATION

By:  _____
Title: VP

SCHEDULE A

List of additional trademark applications, trademarks, servicemarks, and tradenames
and other changes to trademark applications or registrations

APPLICATIONS THAT BECAME REGISTERED MARKS

<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
DIAMONESS	77/507813	25-Jun-2008	3764229	23-Mar-2010
LITTLE PRINCESS	77/715272	16-Apr-2009	4181190	31-Jul-2012
SOLORO	77/842696	06-Oct-2009	3905399	11-Jan-2011
ROCK N BODY	77830128	Sept. 18, 2009	3911977	Jan. 25, 2011

NEW REGISTERED TRADEMARKS ACQUIRED

(Assigned to Borrower by JacJil Jewelry LLC)

<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
FUFOO	78/108723	14-Feb-2002	2675185	14-Jan-2003

NEW REGISTERED TRADEMARKS ACQUIRED

<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
VIA VERISMO	85573624	Mar. 19, 2012	4329307	Apr. 30, 2013
SURI GEMS	85660883	June 25, 2012	4318941	Apr. 9, 2013
LUNA DI	85224800	Jan. 24, 2011	4097099	Feb. 7, 2012

NEW PENDING APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
CRYSTALOGY	86/164179	13-Jan-2014		
ETHEREAL SILVER	86273597	06-May-2014		
KIDS COLLECTION	86370769	19 Aug-2014		
JCM	86370827	19 Aug-2014		

LAPSED OR ABANDONED REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>
HOOP CHARMS	78662692	3141529
STERLING MEDLEY	78441903	3091261
ETHEREAL GOLD	78170223	2915980
HOLY LAND TREASURES	77628619	

<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>
GOLDEN STERLING	77830195	
MEDITATIONS	77830167	
MUSICAL MOMENTS	77715263	
THREADERS	78454939	
ULTIMATE GOLD	76367428	2883356

*LAPSED REGISTRATIONS IN WHICH DEBTOR HAS RETAINED COMMON LAW RIGHTS
(and for which it is in process of re-applying for registered trademarks)*

<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>
KIDS COLLECTION	74004926	1706765
JCM	73346262	1225914