

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM323478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sherwood Management Co., Inc.		11/14/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SMC Mezz, LLC		
Street Address:	1270 Avenue of the Americas		
Internal Address:	Suite 2200		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES <u>Delaware</u>		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4426956	SIGNATURE COLLECTION EXCLUSIVELY FROM DA	
Registration Number:	4434241	COLLECTION ROYALE EXCLUSIVELY DANIEL'S	
Registration Number:	4394262	DANIEL'S MAKING DIAMOND DREAMS COME TRUE	
Registration Number:	2683380	DANIEL'S	
Registration Number:	1355263	LOVE SONG	
CORRESPONDENCE DATA			
Fax Number:	6173106001		
<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:	6173106000		
Email:	bosipmail@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	119884-013500		
NAME OF SUBMITTER:	Timothy P. Manning		
SIGNATURE:	/Timothy P. Manning/		
DATE SIGNED:	11/18/2014		

CH \$140.00 4426956

Total Attachments: 6

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CERTAIN RIGHTS OF SMC MEZZ, LLC (THE "JUNIOR AGENT") UNDER THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ARE SUBORDINATED TO CERTAIN RIGHTS OF ONEWEST BANK N.A. (THE "SENIOR AGENT") PURSUANT TO, AND ON THE TERMS SET FORTH IN, THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF NOVEMBER 14, 2014 (AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AND INTERCREDITOR AGREEMENT"), BY AND AMONG THE JUNIOR AGENT, SHERWOOD MANAGEMENT CO., INC., JEWELRY ACQUISITION CORPORATION, AND THE OTHER AFFILIATES PARTY THERETO (COLLECTIVELY, THE "COMPANIES"), AND THE SENIOR AGENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is made as of November 14, 2014 (the "**Effective Date**") among Sherwood Management Co., Inc., a California corporation (the "**Grantor**") and SMC Mezz, LLC for the benefit of the Purchasers (as defined below) from time to time party to the Note Purchase Agreement (in such capacity, the "**Collateral Agent**") (as defined in the Note Purchase Agreement or the Guarantee and Security Agreement as applicable in each case as referred to below).

RECITALS:

WHEREAS, reference is made to (i) that certain Guarantee and Security Agreement, dated as of November 14, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Security Agreement**"), made by the Grantor, Jewelry Acquisition Corporation, a Delaware corporation (the "**Note Issuer**"), and certain Subsidiaries of Borrower or Holdings party thereto from time to time in favor of Collateral Agent, and (ii) that certain Subordinated Secured Note Purchase Agreement, dated as of November 14, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**"), among the Note Issuer, the Persons listed on Schedule I thereto as Purchasers (collectively, the "**Purchasers**"), and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Note

Purchase Agreement, as applicable. The rules of construction specified in Section 1.2 of the Note Purchase Agreement also apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following (collectively, the "**Intellectual Property Collateral**"):

(a) (1) all copyrights (whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. Section 101 et seq., as the same shall be amended from time to time, and any predecessor or successor statute thereto (the "**Copyright Act**")), and applications for registration of copyrights, and all works of authorship and other intellectual property rights therein, including copyrights for computer programs (including source code and program codes), object code data bases and related materials and documentation, and including the registered copyrights and copyright applications listed on **Schedule 1**, and (i) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases and other revisions thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all of the Grantors' rights corresponding thereto throughout the world; and (2) copyrightable materials now or hereafter owned by any Grantor, all tangible property embodying the copyrights or copyrightable materials described herein (collectively, the "**Copyrights**").

(b) (1) all letters patent, design patents, utility patents, all patents and patent applications in the United States Patent and Trademark Office, and all interests under patent license agreements, including the inventions and improvements described and claimed therein, including those letters patent, design patents, utility patents, other patents, patent applications and patent license agreements listed on **Schedule 1**, (2) income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, (4) rights corresponding thereto throughout the world and (5) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (collectively, the "**Patents**").

(c) (1) all trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, trade secrets, designs, logos and other source or business identifiers which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including the trademark registrations and applications listed on **Schedule 1**, (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, (4) rights corresponding thereto throughout the world, and (5) renewals and proceeds of any of the foregoing (collectively, the "**Trademarks**").

Section 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

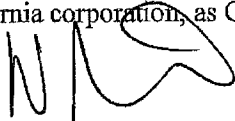
Section 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Note Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Note Purchase Agreement, the provisions of the Guarantee and Security Agreement or the Note Purchase Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SHERWOOD MANAGEMENT CO., INC.,
a California corporation, as Grantor

By:  _____

Name: David Sherwood

Title: Chief Executive Officer

SMC MEZZ, LLC,
as Collateral Agent

By: _____

Name: Luis Zaldivar


Title: President

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SHERWOOD MANAGEMENT CO., INC.,
a California corporation, as Grantor

By: _____
Name: David Sherwood
Title: Chief Executive Officer



SMC MEZZ, LLC,
as Collateral Agent



By: _____
Name: Luis Zaldavar
Title: President

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights - None
2. Patents None
3. Trademarks

Mark	U.S. Application No. U.S. Registration No.	Filing Date Issue Date
SIGNATURE COLLECTION EXCLUSIVELY FROM DANIEL'S	76/713,184 4,426,956	1/9/2013 11/5/2013
COLLECTION ROYALE EXCLUSIVELY DANIEL'S	76/713,183 4,434,241	1/9/2013 11/19/2013
DANIEL'S MAKING DIAMOND DREAMS COME TRUE	76/713,182 4,394,262	1/9/2013 9/3/2013
DANIEL'S	76/398,245 2,683,380	4/22/2002 2/04/2003
 (word and design) ¹	74/226,434 1,750,393	11/27/1991 2/02/1993
 (word and design)	73/521,307 1,355,263	2/08/1985 8/20/1985

¹ The owner of this trademark is listed as "Sherwood Management Co., Inc. TA SMC Collections".