

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM324521

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pathlight Capital, LLC		11/21/2014	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crystal Financial LLC		
<b>Street Address:</b>	Two International Place, Floor 17		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78833579	A BIRKS&MAYORS COMPANY	
<b>Serial Number:</b>	73184789	BIRKS	
<b>Serial Number:</b>	78258114	BIRKS	
<b>Registration Number:</b>	3700774	BIRKS BIKER CHIC	
<b>Serial Number:</b>	78287448	BIRKS BLUE	
<b>Registration Number:</b>	3717371	BIRKS CITIQUE	
<b>Registration Number:</b>	3706201	BIRKS DESTINEE	
<b>Registration Number:</b>	3574776	BIRKS RIBBONS	
<b>Serial Number:</b>	78904728	BIRKS RPM	
<b>Registration Number:</b>	3517431	BIRKS RPM	
<b>Serial Number:</b>	78833596	BIRKS&MAYORS	
<b>Registration Number:</b>	3855305	CRUMPLED GOLD	
<b>Registration Number:</b>	4180681	HENRY BIRKS & SONS	
<b>Serial Number:</b>	78414122	NEEDLEFISH	
<b>Registration Number:</b>	3381850	THE AMORIQUE DIAMOND	
<b>Serial Number:</b>	78675708	THE AMORIQUE DIAMOND	
<b>Serial Number:</b>	77530274	BIRKS AIRMASTER	
<b>Serial Number:</b>	85836469	BIRKS BOREALIS	
<b>Serial Number:</b>	85836467	BIRKS LINKS	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85673156	BIRKS MUSE
Serial Number:	85802571	BIRKS ROSÉE DU MATIN
Serial Number:	85804108	BIRKS SNOWFLAKE
Serial Number:	85836371	BIRKS AMORIQUE
Serial Number:	86003473	BIRKS PEBBLE
Serial Number:	86003472	PLAISIRS DE BIRKS
Serial Number:	85539145	WHERE MEMORIES START
Registration Number:	2715142	
Registration Number:	2637324	
Registration Number:	1490121	MAYOR'S
Registration Number:	1236663	MAYORS
Registration Number:	4147346	LUMINA
Registration Number:	3772623	MAYORS THE HEART OF LUXURY
Registration Number:	3925509	MAYORS GOLD EXCHANGE

#### CORRESPONDENCE DATA

**Fax Number:** 6175269899

*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.*

**Email:** dcassinelli@proskauer.com

**Correspondent Name:** Diane Cassinelli

**Address Line 1:** c/o Proskauer Rose LLP

**Address Line 2:** One International Place

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	21798/041
<b>NAME OF SUBMITTER:</b>	Diane Cassinelli
<b>SIGNATURE:</b>	/Diane Cassinelli/
<b>DATE SIGNED:</b>	11/26/2014

#### Total Attachments: 12

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**ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

November 21, 2014

**WITNESSETH:**

WHEREAS, reference is made to (i) that certain Amended and Restated Term Loan and Security Agreement dated as of June 8, 2011 (as amended, restated, supplemented or otherwise modified, the "Loan Agreement"), by, among others, Mayor's Jewelers, Inc., a Delaware corporation (the "US Borrower"), and Birks Group Inc. (f/k/a Birks & Mayors Inc.), a Canadian corporation (the "Canadian Borrower," and together with the US Borrower, collectively, the "Borrowers"), the Guarantors party thereto from time to time (together with the Borrowers, individually a "Loan Party" and collectively, the "Loan Parties"), the Lenders party thereto from time to time, GB Credit Partners, LLC (f/k/a GB Merchant Partners, LLC), as Administrative Agent and Co-Collateral Agent (in such capacities, the "Initial Agent") and Wells Fargo Credit, Inc., as Co-Collateral Agent; and (ii) that certain Trademark Collateral Security and Pledge Agreement dated as of December 17, 2008 by and between certain of the Loan Parties, as assignors (the "Grantors"), and the Initial Agent, which was recorded with the United States Patent and Trademark Office (the "USPTO") on January 12, 2009, at Reel 3917, Frame 0425, as amended by that certain First Amendment to Trademark Collateral Security and Pledge Agreement, dated as of June 8, 2011, among the Borrowers, the Guarantors and the Initial Agent, which was not recorded with the USPTO, and that certain Second Amendment to Trademark Collateral Security and Pledge Agreement, dated as of August 22, 2013, among the Borrowers, the Guarantors and Pathlight Capital, LLC, as Administrative Agent and Co-Collateral Agent by way of assignment from the Initial Agent (in such capacities, the "Existing Agent"), which was recorded with the USPTO on November 22, 2013 at Reel 5159, Frame No. 0693, (as further amended, restated, supplemented or otherwise modified and in effect from time to time, collectively, the "Trademark Collateral Security and Pledge Agreement"), (iii) that certain Trademark Security Agreement dated as of June 8, 2011, among the Borrowers, the Guarantors, and the Initial Agent, which was recorded with the USPTO on June 8, 2011 at Reel 4556, Frame No. 0727 (the "2011 Trademark Security Agreement"), (iv) that certain Second Amended and Restated Term Loan and Security Agreement dated as of August 22, 2013 (as amended, restated, supplemented or otherwise modified, the "2013 Loan Agreement"), by, among others, the Loan Parties, the Lenders party thereto from time to time, the Existing Agent and Wells Fargo Credit, Inc., as Co-Collateral Agent; (v) that certain Assignment of Grant of Security Interest in Trademarks dated as of August 22, 2013 by and among the Borrowers, the Guarantors, the Initial Agent, and the Existing Agent, which was recorded with the USPTO on August 26, 2013, at Reel 5109, Frame No. 0978 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "2013 Assignment"); and (vi) that certain Name Change Affidavit dated and recorded with the USPTO as of January 31, 2014, at Reel 5205, Frame No. 0935 (the "Name Change" and, together with the Trademark Collateral Security and Pledge Agreement, the 2011 Trademark Security Agreement, and the 2013 Assignment, collectively the "Existing Trademark Security Agreements"; and the Existing Trademark Security Agreements together with the 2011 Loan Agreement, and the 2013 Loan Agreement, collectively the "Existing Agreements"). Unless otherwise defined herein, terms used in this release have the meanings provided in the Existing Agreements.

WHEREAS, pursuant to the Existing Agreements, each of the Grantors granted to the Existing Agent a security interest in the Trademark Collateral, including those Trademarks identified in Schedule A hereto and made a part hereof.

WHEREAS, effective as of the date hereof, the Existing Agent has resigned as Administrative Agent and Co-Collateral Agent in accordance with the terms of the Loan Agreement.

WHEREAS, effective as of the date hereof, Crystal Financial LLC has been appointed successor Administrative Agent and Collateral Agent (in such capacities, the "New Agent") in accordance with the terms of the Loan Agreement.

NOW, THEREFORE, the Existing Agent hereby transfers, conveys, assigns, and delivers all of its right, title and interest in the Existing Trademark Security Agreements to the New Agent, together with any lien and security interest which was granted to the Existing Agent pursuant to the Existing Agreements in all Trademark Collateral, including those Trademarks identified in Schedule A attached hereto.

To all whom it may concern be it known that for, and in consideration of, said agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Existing Agent has transferred, conveyed, assigned and delivered and by these presents does hereby transfer, convey, assign and deliver unto the New Agent, its successors, assigns, and legal representatives, the Existing Agent's entire right, title and interest in and to the Trademarks and the Trademark Collateral throughout the United States of America, its territories and all foreign countries, together with any and all goodwill related thereto or connected with the use of, and symbolized by, the Trademarks and Trademark License Rights.

The Existing Agent agrees that any power of attorney or similar rights granted by any Grantor to the Existing Agent with respect to the Trademarks, including those identified in Schedule A, or the Trademark Collateral pursuant to or in connection with the Existing Trademark Security Agreements is terminated.

The Existing Agent hereby authorizes the New Agent and its designee, including each Grantor or each Grantor's authorized representative, at the Grantors' sole cost and expense, to record this Assignment of Grant of Security Interest in Trademarks with the United States Patent and Trademark Office. The Existing Agent further agrees that, upon request of any Grantor or the New Agent, and at the Grantors' sole cost and expense, the Existing Agent will execute and deliver any document and instrument (in each case in form and substance reasonably satisfactory to the Existing Agent), cause to be made any filing or take any other action deemed reasonably necessary or advisable by the New Agent to effectuate the assignment of interests contemplated herein.

The New Agent hereby agrees to indemnify and hold harmless the Existing Agent, its Agent Indemnitees and Related Parties from and against (a) any and all claims, damages, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) that may be incurred by or asserted or awarded against the Existing Agent, any of its Agent Indemnitees or Related Parties which result from any action taken by the Existing Agent at the

request of the New Agent hereunder, and (b) any and all debts, demands, actions, causes of action, suits, accounts, contracts, agreements, and damages and liabilities whatsoever of every kind, nature, and description whatsoever, both in law and equity, whether based in tort, contract, or any other theory of recovery (including, but without limitation, claims for incidental, consequential, compensatory, and punitive damages), which relate to or arise from the Existing Agreements and the other Loan Documents after the date hereof.

This Assignment of Grant of Security Interest in Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature pages follow]

*IN TESTIMONY WHEREOF*, the Existing Agent has hereunto signed on the date set forth above.

PATHLIGHT CAPITAL, LLC, as Existing Agent

By:   
Name: David Storer  
Title: Managing Director

[Signature Page to Assignment of Grant of Security Interest in Trademarks]

Acknowledged and Accepted by:

**GRANTORS:**

BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)  
MAYOR'S JEWELERS OF FLORIDA, INC.  
JBM RETAIL COMPANY, INC.  
JBM VENTURE CO., INC.  
MAYOR'S JEWELERS INTELLECTUAL PROPERTY HOLDING  
COMPANY, each as a Guarantor

By: 

Name: Marco Pasteris

Title: Vice President, Business Development

By: 

Name: Miranda Melfi

Title: Vice President, Legal Affairs and Corporate Secretary

CASH, GOLD & SILVER USA, INC. (f/k/a Henry Birks & Sons U.S.,  
Inc.)  
CASH, GOLD & SILVER INC. – OR ET ARGENT, COMPTANT  
INC., each as a Guarantor

By: 

Name: Marco Pasteris

Title: Vice President

By: 

Name: Miranda Melfi

Title: Secretary

[Signature Page to Assignment of Grant of Security Interest in Trademarks]

Acknowledged and Accepted by:

**NEW AGENT: CRYSTAL FINANCIAL LLC**

By: 

Name: Rebecca Tarby


Title: Managing Director

[Signature Page to Assignment of Grant of Security Interest in Trademarks]



SCHEDULE A

**BIRKS & MAYORS INC.**  
**IN THE UNITED STATES**

Trademark	Jurisdiction	Status	Owner
A BIRKS&MAYORS COMPANY	US	REGISTERED SN. No.: 78833579 FD: 2006-03-09 Reg # 3,906,823 RD: 2011-01-18 Next Renewal: 2021-01-18	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS	US	REGISTERED SN. No.: 73184789 FD: 1978-09-06 Reg. #: 1156142 RD: 1981-06-02 Next Renewal: 2011-06-02	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS & LION DESIGN 	US	REGISTERED SN. No.: 78258114 FD: 2003-06-04 Reg. # 3,446,385 RD: 2008-06-10 Next Renewal: 2018-06-10	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS BIKER CHIC	US	REGISTERED App. No.: 77/445,646 FD: 2008-04-10 Reg. #: 3,700,774 RD: 2009-10-27 Next Renewal: 2019-10-27	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS BLUE	US	REGISTERED SN. No.: 78287448 FD: 2003-08-14 Reg. #: 2925048 RD: 2005-02-08 Next Renewal: 2025-02-08	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)

Trademark	Jurisdiction	Status	Owner
BIRKS CITIQUE	US	REGISTERED SN. No.: 77/436,136 FD: 2008-03-31 Reg. #: 3,717,371 RD: 2009-12-01 Next Renewal: 2019-12-01	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS DESTINEE	US	REGISTERED Serial No.: 77/445,647 FD: 2008-04-10 Reg. #: 3,706,201 RD: 2009-11-03 Next Renewal: 2019-11-03	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS RIBBONS	US	REGISTERED SN No: 77/345,704 FD: 2007-12-06 Reg. #: 3,574,776 RD: 2009-02-17 Next Renewal: 2019-02-17	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS RPM	US	REGISTERED SN No: 78904728 FD: 2006-06-09 Reg. #: 3,312,301 RD: 2007-10-16 Next Renewal: 2017-10-16	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS RPM (and Design)	US	REGISTERED App. No.: 77/202,334 FD: 2007-06-10 Reg. No.: 3,517,431 RD: 2008-10-14 Next Renewal: 2018-10-14	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS & MAYORS	US	REGISTERED SN. No.: 78833596 FD: 2006-03-09 Reg. #: 3906824 RD: 2011-01-18 Next Renewal: 2021-01-18	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)

Trademark	Jurisdiction	Status	Owner
CRUMPLED GOLD	US	REGISTERED App. No.: 77/088,253 FD: 2007-01-22 Reg. # :3,855,305 RD : 2010-10-05 Next Renewal : 2020-10-05	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
HENRY BIRKS & SONS	US	REGISTERED SN. No.: 85/352,359 FD: 2011-06-21 Reg. #: 4,180,681 RD: 2012-07-24 Next Renewal: 2022-07-24	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
NEEDLEFISH	US	REGISTERED SN. No.: 78414122 FD: 2004-05-06 Reg. #: 3044772 RD: 2006-01-17 Next Renewal: 2016-01-17	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
THE AMORIQUE DIAMOND	US	REGISTERED SN. No.: 78/830,004 FD: 2006-05-06 Reg. #: 3,381,850 RD: 2008-02-12 Next Renewal: 2018-02-12	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
THE AMORIQUE DIAMOND & Design  THE AMORIQUE DIAMOND	US	REGISTERED SN. No.: 78675708 FD: 2005-07-21 Reg #: 3405332 RD: 2008-04-01 Next Renewal: 2018-04-01	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS & LION DESIGN AIRMASTER	US	PENDING  App. No.: 77530274  FD: 2008-07-24	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)

Trademark	Jurisdiction	Status	Owner
BIRKS BOREALIS	US	REGISTERED SN : 85836469 FD : 2013-01-30 Reg. # : 4554266 RD : 2014-06-24 Next Renewal: 2024-06-24	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS LINKS	US	REGISTERED SN : 85836467 FD : 2013-01-30 Reg. # : 4562275 RD : 2014-07-08 Next Renewal: 2024-07-08	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS MUSE	US	REGISTERED SN : 85673156 FD : 2012-07-10 Reg. # : 4426393 RD : 2013-10-29 Next Renewal: 2023-10-29	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS ROSÉE DU MATIN	US	FILED SN : 85802571 FD : 2012-12-13	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS SNOWFLAKE	US	FILED SN : 85804108 FD : 2012-12-17	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS AMORIQUE	US	REGISTERED SN : 85836371 FD : 2013-01-30 Reg. # : 4610522 RD : 2014-09-23	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
BIRKS PEBBLE	US	ADVERTIZED SN : 86003473 FD : 2013-07-06	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)
PLAISIRS DE BIRKS	US	ADVERTIZED SN : 86003472 FD : 2013-07-06	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)

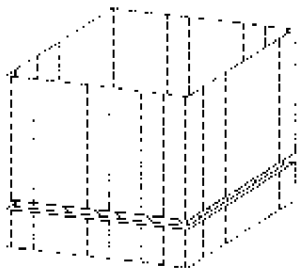

Trademark	Jurisdiction	Status	Owner
WHERE MEMORIES START	US	REGISTERED SN : 85539145 FD : 2012-02-10 Reg. # : 4311710 RD : 2013-04-02 Next Renewal: 2023-04-02	BIRKS GROUP INC. (f/k/a Birks & Mayors Inc.)

**JBM VENTURE CO., INC.**

Trademark	Jurisdiction	Status	Owner
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NONE.

**MAYOR'S JEWELERS OF FLORIDA, INC.**

Trademark	Jurisdiction	Status	Owner
	US	REGISTERED Reg. #: 2715142 RD: 2003-05-13 Next Renewal: 2023-05-13	MAYOR'S JEWELERS OF FLORIDA, INC.
M Design Mark 	US	REGISTERED SN. No.: 78028446 FD: 2000-09-30 Reg. #: 2637324 RD: 2002-10-15 Next Renewal: 2022-10-15	MAYOR'S JEWELERS OF FLORIDA, INC.
MAYORS	US	REGISTERED SN. No.: 73688457 FD: 1987-10-07 Reg. #: 1490121 RD: 1988-05-31 Next Renewal: 2018-05-31	MAYOR'S JEWELERS OF FLORIDA, INC.

Trademark	Jurisdiction	Status	Owner
MAYOR'S	US	REGISTERED SN. No.: 73361034 FD: 1982-04-22 Reg. #: 1236663 RD: 1983-05-03 Next Renewal: 2023-05-03	MAYOR'S JEWELERS OF FLORIDA, INC.
LUMINA	US	REGISTERED SN. No.: 85/142,815 FD: 2010-10-01 Reg. #: 4,147,346 RD: 2012-05-22 Next Renewal: 2022-05-22	MAYOR'S JEWELERS OF FLORIDA, INC.

**MAYOR'S JEWELERS INTELLECTUAL PROPERTY HOLDING COMPANY**

NONE.

**MAYOR'S JEWELERS, INC.**

Trademark	Jurisdiction	Status	Owner
MAYORS THE HEART OF LUXURY	US	REGISTERED FD: 2008-08-29 SN. No.: 77/558,933 Reg. #: 3,772,623 RD: 2010-04-06 Next Renewal: 2020-04-06	MAYOR'S JEWELERS INC.

**JBM RETAIL COMPANY, INC.**

NONE.

**CASH, GOLD & SILVER USA, INC. (FORMERLY HENRY BIRKS & SONS U.S., INC.)**

Trademark	Jurisdiction	Status	Owner
MAYORS GOLD EXCHANGE	US	REGISTERED SN. N.: 85/083,976 FD: 2010-07-14 Reg. #: 3,925,509 RD: 2011-03-01	CASH, GOLD & SILVER USA, INC.