

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jacmel Jewelry Inc.		11/14/2016	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: 2			
Property Type	Number	Word Mark	
Registration Number:	2083788	HOT SILVER	
Registration Number:	2624745	UNIFORM BASICS	
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:	8602758285		
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:	11/21/2016		
Total Attachments: 5			
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OP \$65.00 2083788

**REAFFIRMATION OF, AND SECOND AMENDMENT
TO, TRADEMARK SECURITY AGREEMENT**

THIS REAFFIRMATION OF, AND SECOND AMENDMENT TO, TRADEMARK SECURITY AGREEMENT is made as of the 14th day of November, 2016, 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 (the “**Trademark Security Agreement**”), as previously reaffirmed and amended by that that certain Reaffirmation of, and First Amendment to, Trademark Security Agreement between Debtor and Lender dated August 15, 2014 (the “**First Amendment**”), whereby the Debtor granted the Lender a security interest in the trademarks of Debtor listed on Schedule A attached to the Trademark Security Agreement and on Schedule A to the First Amendment, all business goodwill associated with such trademarks and all proceeds of the foregoing (together, the “**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 to the Lender under that certain that certain Amended and Restated Loan and Consignment Agreement dated August 15, 2014, as amended from time to time, between the Debtor and the Lender (as amended from time to time, the “**Loan and Consignment Agreement**”); and

WHEREAS, the Lender and the Debtor would like to amend the Trademark Security Agreement, as amended by the First Amendment, in order to add newly acquired trademarks to the Collateral.

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, as amended by the First Amendment. All capitalized terms used herein and in the Trademark Security Agreement, as amended by the First Amendment, without definition shall have the meanings assigned by the Amended and Restated Loan and Consignment Agreement dated August 15, 2014, as amended from time to time, between the Debtor and the Lender (as amended from time to time, the “**Loan and Consignment Agreement**”).

2. Schedule A to the Trademark Security Agreement, as amended by the First Amendment, is further amended by adding the trademark applications, trademarks, servicemarks, and tradenames listed on Schedule A attached hereto.

3. As security for the prompt and unconditional payment and performance of any and all Obligations (as defined in the Trademark Security Agreement, as amended by the First Amendment and 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 Collateral, including the trademarks listed on Schedule A attached hereto.

4. Except as amended hereby, the Debtor hereby reaffirms and ratifies the Trademark Security Agreement, as amended by the First Amendment, 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 by the First Amendment and as amended hereby, on the same terms and conditions as set forth in the Trademark Security Agreement, as amended by the First Amendment, which are hereby incorporated herein by reference as if set forth at length herein.

5. 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, as amended by the First Amendment, 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.

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

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

8. The Debtor and the Lender acknowledge and agree that, except as expressly provided herein, the terms and provisions of the Trademark Security Agreement, as amended by the First Amendment, remain unchanged and the Trademark Security Agreement, as amended by the First Amendment, 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 the First Amendment and as amended and reaffirmed by this Reaffirmation of, and Second Amendment to, Trademark Security Agreement.

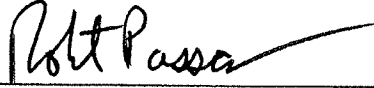
9. This Reaffirmation of, and Second Amendment to, Trademark Security Agreement may be executed with one or more counterparts hereof, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

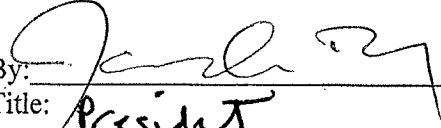
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IN WITNESS WHEREOF, the parties hereto have caused this Reaffirmation of, and Second Amendment to, Trademark Security Agreement to be executed as of the date first above written.

WITNESS:

JACMEL JEWELRY INC.



By: 
Title: President

HSBC BANK USA, NATIONAL ASSOCIATION

By: _____
Title: _____

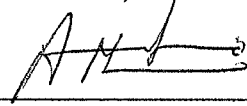
IN WITNESS WHEREOF, the parties hereto have caused this Reaffirmation of, and Second Amendment to, Trademark Security Agreement to be executed as of the date first above written.

WITNESS:

JACMEL JEWELRY INC.

_____ By: _____
Title:

HSBC BANK USA, NATIONAL ASSOCIATION

By:  _____
Title: *V.P.*

SCHEDULE A

List of additional trademarks

<u>Trademark</u>	<u>Trademark Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
HOT SILVER	2083788	July 29, 1997	USA
UNIFORM BASICS	2624745	September 24, 2002	USA