

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM416792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Nile, Inc.		02/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	75831640	B N BLUE NILE	
Serial Number:	75831575	BN BLUE NILE	
Serial Number:	75831642	B N BLUE NILE	
Serial Number:	86002104	BUILD YOUR OWN CHARM BRACELET	
Serial Number:	85388918	BUILD YOUR OWN DIAMOND JEWELRY	
Serial Number:	78730266	BUILD YOUR OWN DIAMOND PENDANT	
Serial Number:	78724606	BUILD YOUR OWN EARRINGS	
Serial Number:	85388930	BUILD YOUR OWN FIVE-STONE RING	
Serial Number:	78546461	BUILD YOUR OWN RING	
Serial Number:	85427481	BUILD YOUR OWN RING	
Serial Number:	78724608	BUILD YOUR OWN THREE-STONE RING	
Serial Number:	85487588	CAROUSEL	
Serial Number:	85394899	EIROS	
Serial Number:	85447888	FLORA VIDA	
Serial Number:	85643788	IT STARTS WITH THE DIAMOND IN YOUR MIND	
Serial Number:	75791780	BLUE NILE	
Serial Number:	75791794	BLUE NILE	
Serial Number:	75831638	BN	
Serial Number:	75831577	BN	

OP \$515.00 75831640

Property Type	Number	Word Mark
Serial Number:	87053178	BLUE NILE

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 2023704790
Email: ipteam@nationalcorp.com
Correspondent Name: Andy Hackett
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F168511 TM TL
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	02/21/2017

Total Attachments: 5
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GRANT OF SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of February 17, 2017 (this “Agreement”), is made by Blue Nile, Inc., a Delaware corporation (the “Grantor”), in favor of the Collateral Agent for the benefit of the Secured Parties from time to time party to the Term Loan Credit Agreement, dated as of February 17, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Credit Agreement”), among *inter alia* BC Cyan Parent Inc., a Delaware corporation (“Parent”), BC Cyan Acquisition Inc., a Delaware corporation (the “Initial Borrower”) (which on the Closing Date shall be merged with and into Blue Nile, Inc., a Delaware corporation (the “Target”) (with the Target as the surviving company and the “Borrower”), and Goldman Sachs Bank USA, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered a Security Agreement, dated as of February 17, 2017 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective Loans to the Borrower, Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.5 of the Security Agreement, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this grant of a Security Interest in Trademarks.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

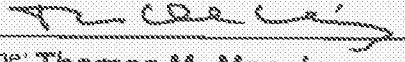
BLUE NILE, INC.,
as a Grantor

By: 
Name: David Binder
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks (Term Loan)]

TRADEMARK
REEL: 005992 FRAME: 0781

GOLDMAN SACHS BANK USA,
as the Collateral Agent

By: 
Name: Thomas M. Manning
Title: Authorized Signatory

SCHEDULE A**U.S. Trademark Registrations and Applications**

Owner	Mark	App. Date	App. No.	Reg. Date	Reg. No.
Blue Nile Inc.	BLUE NILE above BN Design	10/25/1999	75831640	12/11/2001	2518387
Blue Nile Inc.	BN BLUE NILE Design	10/25/1999	75831575	08/27/2002	2613119
Blue Nile Inc.	BN BLUE NILE Design	10/25/1999	75831642	04/30/2002	2565804
Blue Nile Inc.	BUILD YOUR OWN CHARM BRACELET	07/03/2013	86002104	04/01/2014	4504570
Blue Nile Inc.	BUILD YOUR OWN DIAMOND JEWELRY	08/03/2011	85388918	04/10/2012	4125334
Blue Nile Inc.	BUILD YOUR OWN DIAMOND PENDANT	10/10/2005	78730266	03/18/2008	3398442
Blue Nile Inc.	BUILD YOUR OWN EARRINGS	09/30/2005	78724606	03/11/2008	3394852
Blue Nile Inc.	BUILD YOUR OWN FIVE-STONE RING	08/03/2011	85388930	04/10/2012	4125335
Blue Nile Inc.	BUILD YOUR OWN RING	01/12/2005	78546461	11/13/2007	3336051
Blue Nile Inc.	BUILD YOUR OWN RING	09/20/2011	85427481	06/18/2013	4352369
Blue Nile Inc.	BUILD YOUR OWN THREE-STONE RING	09/30/2005	78724608	03/11/2008	3394853
Blue Nile Inc.	CAROUSEL	12/05/2011	85487588	07/24/2012	4179324
Blue Nile Inc.	EIROS	08/10/2011	85394899	09/25/2012	4215241
Blue Nile Inc.	FLORA VIDA	10/14/2011	85447888	04/03/2012	4121958
Blue Nile Inc.	IT STARTS WITH THE DIAMOND IN YOUR MIND	06/05/2012	85643788	01/15/2013	4275653
Blue Nile Inc.	BLUE NILE	09/02/1999	75791780	04/09/2002	2559555
Blue Nile Inc.	BLUE NILE	09/02/1999	75791794	05/08/2001	2450117
Blue Nile Inc.	BN Design	10/25/1999	75831638	12/25/2001	2523271
Blue Nile Inc.	BN Design	10/25/1999	75831577	08/27/2002	2613120
Blue Nile Inc.	BLUE NILE	05/27/2016	87053178		