

900398982 03/20/2017

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420225

<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>
Jewelry Marketing Company, LLC		02/07/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ICICI Bank Ltd.		
<b>Street Address:</b>	Bandra Kuria Limited		
<b>City:</b>	Mumbai		
<b>State/Country:</b>	INDIA		
<b>Postal Code:</b>	400 051		
<b>Entity Type:</b>	Banking Company: INDIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3422131	REVV	
Registration Number:	4011858	PASSIONSTONE	
Registration Number:	4011855	PASSIONSTONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5184520822		
<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>			
<b>Phone:</b>	5184521873		
<b>Email:</b>	accessin@sprynet.com		
<b>Correspondent Name:</b>	Jackie Lee		
<b>Address Line 1:</b>	1773 Western Avenue		
<b>Address Line 4:</b>	Albany, NEW YORK 12203		
<b>NAME OF SUBMITTER:</b>	Akashdeep Sarpal		
<b>SIGNATURE:</b>	/Akashdeep Sarpal/		
<b>DATE SIGNED:</b>	03/20/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time this "Agreement"), dated as of February 7, 2017, made by Jewelry Marketing Company, LLC, a limited liability company, duly organized, validly existing and in good standing under the laws of the State of New York (the "Grantor"), in favor of ICICI Bank Ltd., a banking company, incorporated under the Companies Act, 1956 and having its Registered Office at Landmark, Race course circle, Vadodara – 390 007, and its Corporate Office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai, India – 400 051 (the "Secured Party"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement (as hereinafter defined).

### RECITALS

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantor and Gitanjali USA, Inc., a corporation, duly organized, validly existing and in good standing under the laws of the State of New York, as grantor, in favor of the Secured Party, the Grantor is required to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. **Grant of Security**. As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby pledges and grants to the Secured Party, a first priority security interest in and to all of the right, title and interest of the Grantor in, to and under the following property, in each case whether tangible or intangible, wherever located (all of the property described in this Section 1 being collectively referred to herein as "Collateral"):

(a) The Trademarks of the Grantor, as identified in Schedule I attached hereto, together, in each case, with (a) the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark, (b) all licenses or user or other agreements granted to the Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used, (c) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by the Grantor and (d) all causes of action, claims and warranties now or hereafter owned or acquired by the Grantor in respect of any of the items listed above. Notwithstanding the foregoing, the Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Collateral; and

(b) all Proceeds of the foregoing Collateral, all Accessions to and substitutions and replacements for, any of the foregoing Collateral, and, to the extent related to any of the foregoing Collateral, all books, correspondence, credit files, records, invoices and other papers (including all tapes,

cards, computer runs and other papers and documents in the possession or under the control of the Grantor or any computer bureau or service company from time to time acting for the Grantor).

Notwithstanding the foregoing, the Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Collateral.

SECTION 2. **Security for Obligations.** The grant of a security interest in the Collateral by the Grantor under this Agreement secures the payment and performance of all Secured Obligations of the Grantor now or hereafter existing under the Facility Agreement.

SECTION 3. **Recordation.** The Grantor authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office and any other government officials to record this Agreement.

SECTION 4. **Grants, Rights and Remedies.** This Agreement has been entered into pursuant to and in conjunction with the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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.

SECTION 5. **Counterparts.** This Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute the entire contract among the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission will be effective as delivery of a manually executed counterpart thereof.

SECTION 6. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PRINCIPLES WHICH WOULD RESULT IN APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

SECTION 7. **Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

*[Remainder of the page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the day and year first above written.

**GRANTOR:**

**JEWELRY MARKETING COMPANY, LLC**

By: 

Name: Ashok Tailor

Title: CFO, Responsible officers

Address for Notices:

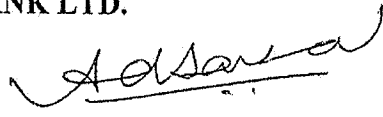
6201 E Oltraf Street # 700

Austin TX 78741

Attention: \_\_\_\_\_

**SECURED PARTY:**

**ICICI BANK LTD.**

By:  \_\_\_\_\_

Name: Akashdeep Sarpal  
Country Head - USA

Title: ICICI Bank Limited

Address for Notices:

ICICI Bank Towers

Bandra Kuria Complex

Mumbai, India -- 400 051

Attention: \_\_\_\_\_

**SCHEDULE I**

**LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS, INTERNET DOMAIN NAMES, TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

**Registered Trademarks**

<b><u>Grantor</u></b>	<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Serial #</u></b>	<b><u>Registration #</u></b>	<b><u>Filing Date</u></b>	<b><u>Class</u></b>
Jewelry Marketing Company, LLC	REVV	USA	77-257,315	3,422,131	8-16-2007	14
	PASSIONSTONE	USA	85-218,157	4,011,858	1-14-2011	14
	PASSIONSTONE	USA	85-218,109	4,011,855	1-14-2011	14

**Pending Trademark Applications**

None.

**Registered Trademarks Licenses**

<b><u>Grantor</u></b>	<b><u>Trademark(s) Licensed</u></b>	<b><u>Name of Agreement</u></b>	<b><u>Parties</u></b>	<b><u>Date</u></b>
Jewelry Marketing Company, LLC	Not Applicable	Not Applicable	Not Applicable	Not Applicable

**Internet Domain Names**

None.