

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432278

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BIJOUX NOUVEAU, INC.		06/12/2017	Corporation:
BIJOUX AIRPORT COMMERCE, LLC		06/12/2017	Limited Liability Company:

RECEIVING PARTY DATA

Name:	SCM SPECIALTY FINANCE OPPORTUNITIES FUND, L.P.
Street Address:	2 Greenwich Plaza, 1st Floor
Internal Address:	c/o CNH Partners
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	85845830	ADIXION
Serial Number:	85845835	ADIXION
Serial Number:	85223834	ADIXION
Serial Number:	85001619	B YOU
Serial Number:	85001886	B YOU
Serial Number:	85001627	B YOU
Serial Number:	85001632	B YOU
Serial Number:	76381394	BIJOUX TERNER
Serial Number:	76381395	BIJOUX TERNER
Serial Number:	73637050	BIJOUX TERNER
Serial Number:	77938561	BIJOUX TERNER
Serial Number:	85001878	BIJOUX TERNER
Serial Number:	76381393	BIJOUX TERNER
Serial Number:	77938553	BIJOUX TERNER
Serial Number:	77698998	BIJOUX TERNER LUXURY AT \$10
Serial Number:	77714369	BIJOUX TERNER LUXURY AT \$10
Serial Number:	77699006	BIJOUX TERNER LUXURY AT \$10

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77918055	DEJA VOUX
Serial Number:	77917913	DEJA VOUX
Serial Number:	77917889	DEJA VOUX
Serial Number:	85230955	TRESOR DU TEMP
Serial Number:	85250447	TRÉSOR DU TEMP
Serial Number:	77918049	VOUX
Serial Number:	77917920	VOUX
Serial Number:	77917884	VOUX
Serial Number:	85007373	X'EST JOLIE
Serial Number:	77921639	X'EST JOLIE
Serial Number:	77921645	X'EST JOLIE
Serial Number:	77442706	GET MORE GIVE MORE

CORRESPONDENCE DATA

Fax Number: 3124996701

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: ahesla@duanemorris.com

Correspondent Name: Michael A. Witt

Address Line 1: 190 S. LaSalle Street, Suite 3700

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	G3175-00022
NAME OF SUBMITTER:	Michael A. Witt
SIGNATURE:	/s/ Michael A. Witt
DATE SIGNED:	06/22/2017

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated as of June 12, 2017 is made by and between BIJOUX NOUVEAU, INC., a Delaware corporation, and BIJOUX AIRPORT COMMERCE, LLC, a Delaware limited liability company (individually and collectively, “**Grantor**”), in favor of SCM SPECIALTY FINANCE OPPORTUNITIES FUND, L.P., a Delaware limited partnership (“**Lender**”).

RECITALS:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”) by and among Grantor and Lender, Lender has agreed to make certain Loans to Grantor.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Certain Documents. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed thereto in the Credit Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due (whether at the stated maturity, acceleration or otherwise) of all of the Obligations, Grantor hereby grants to and in favor of Lender a first priority perfected security interest and Lien having priority over all other security interests and Liens (other than Permitted Liens), with power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of Grantor’s right, title and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired, including, without limitation, as identified on Exhibit A attached hereto and made a part hereof (and all proceeds thereof).

To the extent that the granting of a security interest in a Trademark application filed in the United States Patent and Trademark Office (the “**USPTO**”) on the basis of the applicant’s intent to use such Trademark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1051(b)) (the “**Lanham Act**”) would render such Trademark (or the application therefor) invalid or unenforceable, then the security interest granted hereunder shall not attach to such Trademark application until such time as (A) an amendment is filed with the USPTO under section 1(c) of the Lanham Act to bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed with the USPTO under section 1(d) of the Lanham Act.

3. Representation and Warranty. Grantor hereby represents and warrants to Lender that Exhibit A hereto identifies all Intellectual Property which is registered or for which an application for registration is pending that is owned by Grantor in its own name and all

material Intellectual Property licenses to which Grantor is a licensee of a registered or applied for Patent, Copyright or Trademark.

4. New Intellectual Property. If, before all Obligations shall have been indefeasibly paid in full in cash (except for inchoate obligations not yet asserted), Grantor shall (i) become aware of any existing material Intellectual Property of which Grantor has not previously informed Lender, (ii) obtain rights to any new patentable inventions or other material Intellectual Property, or (iii) become entitled to the benefit of any material Intellectual Property which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement above shall automatically apply thereto and Grantor shall comply (without limitation) with Section 6.8 of the Credit Agreement (and the notice requirement set forth therein). Each Grantor hereby authorizes Lender to unilaterally modify this IP Security Agreement by amending Exhibit A to include any such additional Intellectual Property, and to file or refile this IP Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable (at Grantor's sole cost). Upon Lender's reasonable request, Grantor agrees to duly execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Lender's interest in all Intellectual Property added to Exhibit A pursuant to this Section.

5. Effect on Credit Agreement. Grantor acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under and pursuant to the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this IP Security Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. If any provision of this IP Security Agreement is deemed to conflict with the Credit Agreement, the terms of the Credit Agreement shall govern and control.

6. Further Assurances. Grantor agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this IP Security Agreement and agreements set forth herein. Grantor acknowledges that a copy of this IP Security Agreement will be filed by the Lender with the USPTO and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Grantor.

7. Modification. This IP Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by Grantor and Lender.

8. Cumulative Remedies. All of Lender's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

9. Binding Effect; Benefits. This IP Security Agreement shall be binding upon Grantor and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, Grantor shall not assign this IP

Security Agreement or any of Grantor's obligations hereunder without the prior written consent of Lender.

10. Governing Law. This IP Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of New York, without regard to choice of law or conflict of law principles that would require the application of any other laws.

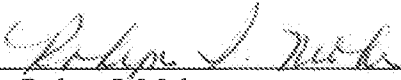
11. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This IP Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes

12. Joint and Several. If more than one Grantor executes this IP Security Agreement, the liability of all such parties shall be joint and several.

[Signature Pages Follow]

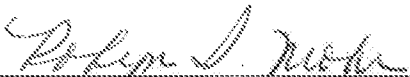
IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

BIJOUX NOUVEAU, INC., a Delaware corporation

By: 
Name: Robyn I. Mohr
Title: President

BIJOUX AIRPORT COMMERCE, LLC, a Delaware limited liability company

By: Bijoux Nouveau, Inc., its Manager

By: 
Name: Robyn I. Mohr
Title: President

Agreed and Accepted:

**SCM SPECIALTY FINANCE OPPORTUNITIES
FUND, L.P.**, a Delaware limited partnership

By: 

Name: Bradley D. Asness

Title: Authorized Signatory

Exhibit A

Trademarks

Trademarks	Country Abbr.	Country	Application Number
ADIXION	CA	Canada	1615198
ADIXION	MX	Mexico	1355932
ADIXION	US	United States	85845830
ADIXION	US	United States	85845835
ADIXION	US	United States	85223834
B YOU & Design	US	United States	85001619
B YOU & Design	US	United States	85001886
B YOU & Design	US	United States	85001627
B YOU & Design	US	United States	85001632
BIJOUX TERNER	AG	Antigua and Barbuda	
BIJOUX TERNER	AR	Argentina	2372946
BIJOUX TERNER	AR	Argentina	3238526
BIJOUX TERNER	AW	Aruba	IM02062018
BIJOUX TERNER	AU	Australia	934667
BIJOUX TERNER	AU	Australia	1359876
BIJOUX TERNER	BS	Bahamas	25260
BIJOUX TERNER	BS	Bahamas	16199
BIJOUX TERNER	BB	Barbados	
BIJOUX TERNER	BB	Barbados	
BIJOUX TERNER	BB	Barbados	
BIJOUX TERNER	BZ	Belize	90402
BIJOUX TERNER	BR	Brazil	824611080
BIJOUX TERNER	BN	Brunei Darussalam	23212
BIJOUX TERNER	CA	Canada	1138727
BIJOUX TERNER	BES	Netherlands (Bonaire, St. Eustatius, Saba)	
BIJOUX TERNER	CL	Chile	612261
BIJOUX TERNER	CN	China	3172535
BIJOUX TERNER	CO	Colombia	92304806
BIJOUX TERNER	CR	Costa Rica	200200004046
BIJOUX TERNER	CW	Curacao	D200571
BIJOUX TERNER	DM	Dominica	752010
BIJOUX TERNER	DO	Dominican Republic	2002118829
BIJOUX TERNER	EC	Ecuador	12324302
BIJOUX TERNER	SV	El Salvador	E260812002
BIJOUX TERNER	EU	European Union	9085739
BIJOUX TERNER	EU	European Union	2685006
BIJOUX TERNER	FR	France	103735914
BIJOUX TERNER	FR	France	
BIJOUX TERNER	GE	Georgia	1058746
BIJOUX TERNER	DE	Germany	B98183
BIJOUX TERNER	GR	Greece	154488
BIJOUX TERNER	GT	Guatemala	200204695
BIJOUX TERNER	HN	Honduras	737602
BIJOUX TERNER	HK	Hong Kong	200206094
BIJOUX TERNER	IN	India	1102046
BIJOUX TERNER	IN	India	2051622
BIJOUX TERNER	ID	Indonesia	0020030-18820190
BIJOUX TERNER	IL	Israel	160544
BIJOUX TERNER	IT	Italy	MI2010-C004803
BIJOUX TERNER	IT	Italy	
BIJOUX TERNER	JM	Jamaica	42678
BIJOUX TERNER	JM	Jamaica	43502
BIJOUX TERNER	JP	Japan	2002096907
BIJOUX TERNER	MY	Malaysia	2010008049
BIJOUX TERNER	MY	Malaysia	2014453
BIJOUX TERNER	MX	Mexico	544656

SCHEDULE 5.12

Intellectual Property (Continued)

Trademarks	Country Abbr.	Country	Application Number
BIJOUX TERNER	NL	Netherlands	D200571
BIJOUX TERNER	NZ	New Zealand	668669
BIJOUX TERNER	NI	Nicaragua	2002-001601
BIJOUX TERNER	PA	Panama	121385
BIJOUX TERNER	PY	Paraguay	10364
BIJOUX TERNER	PY	Paraguay	39386/2012
BIJOUX TERNER	PE	Peru	150296
BIJOUX TERNER	PR	Puerto Rico	57799
BIJOUX TERNER	SA	Saudi Arabia	
BIJOUX TERNER	SG	Singapore	T02058-72H
BIJOUX TERNER	SP	Spain	M292-9046(5)
BIJOUX TERNER	LC	St. Lucia	TM2003-000027
BIJOUX TERNER	LC	St. Lucia	TM2002-000218
BIJOUX TERNER		St. Maarten	TBD
BIJOUX TERNER	TW	Taiwan	91016871
BIJOUX TERNER	TH	Thailand	507777
BIJOUX TERNER	TT	Trinidad and Tobago	B33267
BIJOUX TERNER	TT	Trinidad and Tobago	B35851
BIJOUX TERNER	TN	Tunisia	EE020786
BIJOUX TERNER	AE	United Arab Emirates	149190
BIJOUX TERNER	UK	United Kingdom	2546589
BIJOUX TERNER	US	United States of America	76381394
BIJOUX TERNER	US	United States of America	76381395
BIJOUX TERNER	US	United States of America	73637050
BIJOUX TERNER	US	United States of America	77938561
BIJOUX TERNER	US	United States of America	85001878
BIJOUX TERNER	US	United States of America	76381393
BIJOUX TERNER	US	United States of America	77938553
BIJOUX TERNER	UY	Uruguay	340468
BIJOUX TERNER	UY	Uruguay	450420
BIJOUX TERNER	VE	Venezuela	2002-005914
BIJOUX TERNER	CL	Chile	1100884
Bijoux Terner - Trademark General	US	United States of America	
BIJOUX TERNER LUXURY AT \$10 & DESIGN	US	United States of America	77698998
BIJOUX TERNER LUXURY AT \$10 & DESIGN (I	US	United States of America	77714369
BIJOUX TERNER LUXURY AT \$10 & DESIGN (I	US	United States of America	77699006
DEJA VOUX	US	United States of America	77918055
DEJA VOUX	US	United States of America	77917913
DEJA VOUX	US	United States of America	77917889
TERNER	CN	China	8438920
TERNER	SV	El Salvador	E2304402
TRESOR DU TEMP	US	United States of America	85230955
TRESOR DU TEMP & Design	US	United States of America	85250447
VOUX	US	United States of America	77918049
VOUX	US	United States of America	77917920
VOUX	US	United States of America	77917884
X'EST JOLIE	US	United States of America	85007373
X'EST JOLIE	US	United States of America	77921639
X'EST JOLIE	US	United States of America	77921645
GET MORE GIVE MORE	US	United States	77442706

Patents - None.

Copyrights - None.

TRADEMARK