

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448794

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Leo Schachter Diamonds, L.L.C.		10/27/2017	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Israel Discount Bank of New York, as Administrative Agent
Street Address:	511 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017-4997
Entity Type:	Chartered Bank: NEW YORK

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2626447	A WORLD OF BRILLIANCE
Registration Number:	4548084	BOUQUET BY LEO SCHACHTER
Registration Number:	4255173	BOUQUET OF LOVE
Registration Number:	4255172	BRIDAL BOUQUET
Serial Number:	87249123	CARATMARK
Serial Number:	87249138	DEFINE YOUR DESIRES
Registration Number:	2654947	DIAMONDS OF DESIRE
Serial Number:	87241483	DIAMOND REVELATIONS
Serial Number:	86359077	EQUITY DIAMONDS
Serial Number:	86881766	FAR AWAY SPARKLE
Registration Number:	4540716	FLORENTINE
Registration Number:	2388226	FOREVER COLORLESS
Registration Number:	2512917	IDEAL COLLECTION
Registration Number:	2540685	IDEAL JEWELRY COLLECTION
Serial Number:	86781707	IDEAL LOVE
Serial Number:	86491351	JEWELRY WARDROBING
Registration Number:	3216663	KALAHARI
Registration Number:	5165925	KALAHARI DREAM
Registration Number:	5166493	KALAHARI DREAM

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87228720	L'ETERNAL
Serial Number:	86799498	LIGHT CREST
Registration Number:	2387931	LSC
Registration Number:	3611803	LSC-09
Registration Number:	2633139	NOW AND ALWAYS
Registration Number:	4929365	SCHACHTER DIAMONDS
Registration Number:	5166494	
Serial Number:	87333072	UNEARTH A DIAMOND, UPLIFT A COMMUNITY

CORRESPONDENCE DATA

Fax Number: 8602758299
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: 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:	10/27/2017

Total Attachments: 8
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SECURITY AGREEMENT
FOR
TRADEMARKS AND TRADENAMES

SECURITY AGREEMENT FOR TRADEMARKS AND TRADENAMES made as of the 27th day of October, 2017, by and between **LEO SCHACHTER DIAMONDS, L.L.C.**, a New York limited liability company with an address of 50 West 47th Street, New York, NY 10036 (the “**Debtor**”) in favor of **ISRAEL DISCOUNT BANK OF NEW YORK**, with an address of 511 Fifth Avenue, New York, NY 10017-4997, as Administrative Agent (and any agent and any successor or successors acting in such capacity being hereinafter referred to as the “**Administrative Agent**”) for the ratable benefit of the Secured Creditors (as defined below).

PRELIMINARY STATEMENTS

WHEREAS, reference is made that certain Senior Secured Revolving Credit Agreement dated as of the date hereof (as amended, modified, supplemented, renewed or extended from time to time, the “**Credit Agreement**”), by and among **LEO SCHACHTER DIAMONDS, L.L.C.**, a New York limited liability company (the “**Debtor**”), and **ISRAEL DISCOUNT BANK OF NEW YORK**, with an address of 511 Fifth Avenue, New York, NY 10017-4997, as Lead Arranger, Bookrunner, Administrative Agent, and Documentary Agent, and the various institutions from time to time party to this Agreement, as the Lenders, including Israel Discount Bank of New York.

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed, subject to certain terms and conditions set forth therein, to extend credit and make certain other financial accommodations available to the Debtor (the Administrative Agent, the Lenders and the Depository Bank being hereinafter referred to collectively as the “**Secured Creditors**” and each individually, a “**Secured Creditor**”).

WHEREAS, as a condition to extending credit to the Debtor under the Credit Agreement, the Secured Creditors have required, among other things, that the Debtor grant to the Administrative Agent for the benefit of the Secured Creditors a lien on and security interest in Debtor’s trademarks, trademark applications, servicemarks, and tradenames and the licensed marks, Debtor has agreed to grant a security interest and lien upon Debtor’s trademarks, trademark applications, servicemarks, tradenames and the licensed marks described herein subject to the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement. The following terms shall be defined as follows:

“**Of Record**” means filed in the U.S. Patent and Trademark Office.

2. To secure the complete and timely payment and satisfaction of the Obligations, Debtor hereby grants, assigns and conveys to the Administrative Agent, for itself and as Administrative Agent for the Secured Creditors, a security interest in and lien upon (a) Debtor's trademark and servicemark applications, trademarks, servicemarks, and tradenames listed in Schedule A hereto (the "Marks"), and (b) Debtor's goodwill in respect thereof, including without limitation all proceeds of the Marks (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world (collectively, the "Rights").

3. Debtor covenants and warrants that except as set forth in the Debtor's Disclosure Schedule attached hereto as Schedule B hereto:

- (a) Schedule A hereto correctly describes all Debtor's trademarks, trademark applications, servicemarks and tradenames Of Record;
- (b) To the best knowledge of Debtor, the Rights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (c) Except as set forth on Schedule A, Debtor is the owner Of Record of the entire right, title and interest in and to each of the Marks, and except for the liens and encumbrances of Administrative Agent, free and clear of any liens, charges and encumbrances Of Record; and
- (d) Debtor has the authority to enter into this Agreement and perform its terms.

4. Debtor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Debtor's obligations under this Agreement, without the Administrative Agent's prior written consent.

5. Debtor hereby covenants and agrees with Administrative Agent and each of the Secured Creditors that the Debtor (a) shall take such action as is reasonably necessary to protect the Marks against all claims and demands of all persons at any time claiming any interest therein; and (b) shall promptly pay any and all taxes, assessments and governmental charges upon the Marks prior to the date penalties are attached thereto; provided, that notwithstanding the foregoing, Debtor shall have the right to challenge or contest any such taxes, assessments and governmental charges.

6. Until the acceleration of the Obligations by the Administrative Agent in accordance with the Credit Agreement, Debtor shall have the right to use the Rights for Debtor's own benefit, and Debtor may make or grant assignments, licenses and sublicenses of the Rights in the ordinary course of Debtor's business; provided, further, that no such assignment, license or sublicense shall be Of Record or shall impair the rights of the Administrative Agent or the Secured Creditors (only after the acceleration of the Obligations by the Administrative Agent in accordance with the Credit Agreement) or the Debtor to sell the Rights in the United States in accordance with the terms of this Agreement and the Credit Agreement.

7. The Debtor shall be responsible for processing and maintaining any and all applications for registration and re-registration of the Marks except for Marks which are no longer useful to its business or otherwise agreed by the Administrative Agent and shall bear all costs pertaining to enforcing and/or defending rights pertaining to the Marks.

8. Debtor agrees that until the Obligations have been satisfied in full, Debtor will execute further security agreements to the Administrative Agent for the benefit of the Secured Creditors, of like tenor to this Agreement, granting a security interest in and lien upon any and all trademarks and trademark applications and any licenses of any trademarks that Debtor shall effect, acquire or make application for and which shall be Of Record, so as to confirm and perfect the Secured Creditors' interest in and to all of the Collateral.

9. Upon the occurrence and during the continuation of any Event of Default (as defined by the Credit Agreement), the Administrative Agent shall have the right to exercise any of the remedies set forth in, and in accordance with, Section 10 of the Security Agreement.

10. Notwithstanding anything to the contrary herein or in any agreement between Debtor and Administrative Agent or any of the Secured Creditors, if any Event of Default shall have occurred and be continuing, in addition to any and all other rights and remedies that Administrative Agent may have under any other agreements or at law, the Debtor hereby irrevocably constitutes and appoints Administrative Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or Administrative Agent's own name or the name of Administrative Agent's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of an Event of Default and the continuance thereof: (a) to collect proceeds from the Rights (including, by way of example, license, royalties and proceeds of infringement suits); and (b) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods utilizing the Rights the legality or validity thereof and the amounts necessary to discharge the same to be determined by Administrative Agent, in its sole discretion, and such payments made by Administrative Agent to become the obligation of Debtor to Administrative Agent, due and payable immediately, without demand.

11. At such time as Debtor shall completely satisfy all the Obligations, the Administrative Agent shall execute and deliver to Debtor all releases, deeds, assignments and other instruments as may be necessary or proper to discharge the Administrative Agent's security interest in and lien upon the Rights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

12. Debtor shall have the duty to diligently prosecute any application in respect of any of the Rights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full. Any expenses incurred in connection with such an application shall be borne by Debtor.

13. No course of dealing between Debtor and the Administrative Agent nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Administrative Agent's rights and remedies with respect to the Rights whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

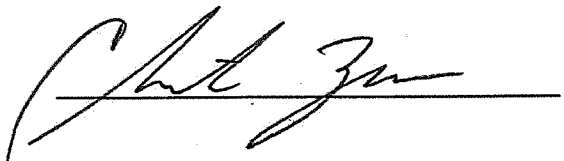
19. All notices, communications and distributions hereunder shall be given or made to the parties at their respective addresses set forth on the last page hereof, or at such other address as the addressee may hereafter specify for the purpose by written notice to the other party hereto in accordance with the requirements of the Credit Agreements.

20. DEBTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE ADMINISTRATIVE AGENT AND THE SECURED CREDITORS TO ACCEPT THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement for Trademarks And Tradenames to be executed by their respective officers as of the date first above written.

WITNESS:

LEO SCHACHTER DIAMONDS, L.L.C.



By:  _____

Name:

Title: **Michael J. Steinmetz, Manager**

Address: 50 West 47th Street

New York, NY 10036

ISRAEL DISCOUNT BANK OF NEW YORK, as
Administrative Agent

By: _____

Name:

Title:

By: _____

Name: CJ Gianatiempo

Title: Vice President

Address: 511 Fifth Avenue

New York, NY 10017-4997

*[Signature page to
Security Agreement for Trademarks and Tradenames]*

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement for Trademarks And Tradenames to be executed by their respective officers as of the date first above written.

WITNESS:

LEO SCHACHTER DIAMONDS, L.L.C.

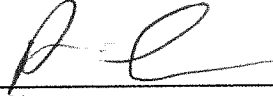
By: _____

Name:

Title:

Address: 50 West 47th Street
New York, NY 10036

ISRAEL DISCOUNT BANK OF NEW YORK, as
Administrative Agent

By:  _____

Name: Paul Chau

Title: Senior Vice President

By:  _____

Name: CJ Gianatiempo

Title: Vice President

Address: 511 Fifth Avenue
New York, NY 10017-4997

*[Signature page to
Security Agreement for Trademarks and Tradenames]*

SCHEDULE A

TRADEMARK APPLICATIONS, TRADEMARKS,
SERVICEMARKS, AND TRADENAMES

LEO SCHACHTER DIAMONDS, L.L.C. - U.S. Trademarks List

Trademark	Country	Class	Ser.No.	File Dt.	Reg.No.	Reg.Dt.	Status	Pending Status
A WORLD OF BRILLIANCE	USA	14	76232.734	3/30/2001	2,626,447	9/24/2002	Registered	
BOUQUET BY LEO SCHACHTER	USA	14	85/544,855	2/16/2012	4,548,084	6/10/2014	Registered	
BOUQUET OF LOVE	USA	14	85/482,974	11/29/2011	4,255,173	12/4/2012	Registered	
BRIDAL BOUQUET	USA	14	85/482,965	11/29/2011	4,255,172	12/4/2012	Registered	
CARATMARK	USA	14	87/249,123	11/28/2015			Pending	
DEFINE YOUR DESIRES	USA	14	87/249,138	11/28/2016			Pending	
DIAMONDS OF DESIRE	USA	14	76/219,257	3/5/2001	2,654,947	11/26/2002	Registered	
DIAMOND REVELATIONS	USA	14	87/241,483	11/18/2016			Pending	
EQUITY DIAMONDS	USA	14	86/359,077	8/6/2014			Pending	
FAR AWAY SPARKLE	USA	14	86/881,766	1/21/2016			Pending	
FLORENTINE	USA	14	86/067,860	9/18/2013	4,540,716	5/27/2014	Registered	
FOREVER COLORLESS	USA	14	75/422,669	1/26/1998	2,388,226	9/19/2000	Registered	
IDEAL COLLECTION	USA	14	75/230,723	1/24/1997	2,512,917	11/27/2001	Registered	
IDEAL JEWELRY COLLECTION	USA	14	75/230,724	1/24/1997	2,540,685	2/19/2002	Registered	
IDEAL LOVE	USA	14	86/781,707	10/8/2015			Pending	
JEWELRY WARDROBING	USA	14	86/491,351	12/29/2014			Pending	
KALAHARI	USA	14	78/810,390	2/8/2006	3,216,663	3/6/2007	Registered	
KALAHARI DREAM	USA	14	87/136,345	8/12/2016	5,165,925	3/21/2017	Registered	
KALAHARI DREAM Logo	USA	14	87/171,462	9/14/2016	5,166,493	3/21/2017	Registered	
L'Etamal	USA	14	87/228,720	11/7/2016			Pending	
LIGHT CREST	USA	14	86/799,498	10/26/2015			Pending	
LSC Logo	USA	14	75/854,603	11/22/1999	2,367,931	9/19/2000	Registered	
LSC-09	USA	14	77/568,407	9/12/2008	3,611,803	4/28/2009	Registered	
NOW AND ALWAYS	USA	14	76/244,216	4/23/2001	2,633,139	10/8/2002	Registered	
SCHACHTER DIAMONDS	USA	14	86/619,437	5/5/2015	4,929,365	3/29/2016	Registered	
Tree Design from Kalahari Dream Line	USA	14	87/171,479	9/14/2016	5,166,494	3/21/2017	Registered	
UNEARTH A DIAMOND, UPLIFT A COMMUNITY	USA	14	87/333,072	2/13/2017			Pending	

SCHEDULE B

DISCLOSURE SCHEDULE

NONE