

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449258

<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>
Birks Group Inc.		10/23/2017	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Canada Corporation		
<b>Street Address:</b>	40 King Street West, Suite 3200		
<b>City:</b>	Toronto, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 3Y2		
<b>Entity Type:</b>	unlimited company: CANADA		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3906823	A BIRKS&MAYORS COMPANY	
<b>Registration Number:</b>	1156142	BIRKS	
<b>Registration Number:</b>	3446385	BIRKS	
<b>Serial Number:</b>	77530274	BIRKS AIRMASTER	
<b>Registration Number:</b>	4610522	BIRKS AMORIQUE	
<b>Registration Number:</b>	3700774	BIRKS BIKER CHIC	
<b>Registration Number:</b>	2925048	BIRKS BLUE	
<b>Registration Number:</b>	4554266	BIRKS BOREALIS	
<b>Registration Number:</b>	3717371	BIRKS CITIQUE	
<b>Registration Number:</b>	3706201	BIRKS DESTINEE	
<b>Registration Number:</b>	4562275	BIRKS LINKS	
<b>Registration Number:</b>	3906824	BIRKS&MAYORS	
<b>Registration Number:</b>	4426393	BIRKS MUSE	
<b>Registration Number:</b>	5176623	BIRKS PEBBLE	
<b>Registration Number:</b>	3574776	BIRKS RIBBONS	
<b>Registration Number:</b>	4629223	BIRKS ROSÉE DU MATIN	
<b>Registration Number:</b>	3312301	BIRKS RPM	
<b>Registration Number:</b>	3517431	BIRKS RPM	
<b>Registration Number:</b>	4637721	BIRKS SNOWFLAKE	

OP \$640.00 3906823

Property Type	Number	Word Mark
Registration Number:	4180681	HENRY BIRKS & SONS
Registration Number:	3925509	MAYORS GOLD EXCHANGE
Registration Number:	4661816	PLAISIRS DE BIRKS
Registration Number:	3381850	THE AMORIQUE DIAMOND
Registration Number:	3405332	THE AMORIQUE DIAMOND
Registration Number:	4311710	WHERE MEMORIES START

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** rxa@cll.com

**Correspondent Name:** Robert J. English

**Address Line 1:** 114 West 47th Street

**Address Line 4:** New York, NEW YORK 10036-1525

<b>NAME OF SUBMITTER:</b>	Robert J. English
<b>SIGNATURE:</b>	/Robert J. English/
<b>DATE SIGNED:</b>	11/01/2017

**Total Attachments: 13**

- source=Wells Fargo Canada and Birks Group - TM Security Agmt#page1.tif
- source=Wells Fargo Canada and Birks Group - TM Security Agmt#page2.tif
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## CANADIAN TRADEMARK SECURITY AGREEMENT

This CANADIAN TRADEMARK SECURITY AGREEMENT (this "Canadian Trademark Security Agreement") is made this 23rd day of October, 2017, by and among Grantor listed on the signature pages hereof ("Grantor"), and **WELLS FARGO CANADA CORPORATION**, a Nova Scotia unlimited company ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the **BIRKS GROUP INC.**, a Canadian corporation and each other Person organized under the laws of Canada or a province thereof that joins there under as a "Borrower" after the date of this Agreement in accordance with the terms thereof (each, a "Borrower") and all references herein to "Borrower" shall include each such additional Borrower who so joins, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Canadian Guarantee and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Canadian Guarantee and Security Agreement"); and

WHEREAS, pursuant to the Canadian Guarantee and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Canadian Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Canadian Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Canadian Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Canadian Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure its Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including the Trademark registrations and applications referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Canadian Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations of Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Canadian Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations of Grantor and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. CANADIAN GUARANTEE AND SECURITY AGREEMENT. The Security Interest granted pursuant to this Canadian Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Canadian Guarantee and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Canadian Trademark Security Agreement and the Canadian Guarantee and Security Agreement, the Canadian Guarantee and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Canadian Trademark Security Agreement shall automatically apply thereto. Grantor shall give written notice, on or before the next Update Date, with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent

unilaterally to modify this Canadian Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Canadian Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Canadian Trademark Security Agreement is a Loan Document. This Canadian Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Canadian Trademark Security Agreement. Delivery of an executed counterpart of this Canadian Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Canadian Trademark Security Agreement. Any party delivering an executed counterpart of this Canadian Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Canadian Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Canadian Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER PROVISIONS. THIS CANADIAN TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE CANADIAN GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

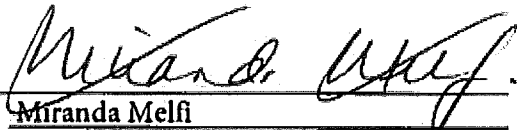
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Canadian Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**BIRKS GROUP INC.,** a Canadian corporation

By:   
Name: Pasquale (Pat) Di Lillo  
Title: Vice President, Chief Financial and Administrative Officer

By:   
Name: Miranda Melfi  
Title: Vice President, Legal Affairs and Corporate Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO CANADA CORPORATION,** a  
Nova Scotia unlimited company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO CANADIAN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006194 FRAME: 0350**

IN WITNESS WHEREOF, the parties hereto have caused this Canadian Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**BIRKS GROUP INC.,** a Canadian corporation

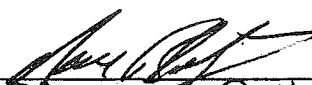
By: \_\_\_\_\_  
Name: Pasquale (Pat) Di Lillo  
Title: Vice President, Chief Financial and Administrative Officer

By: \_\_\_\_\_  
Name: Miranda Melfi  
Title: Vice President, Legal Affairs and Corporate Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO CANADA CORPORATION,** a  
Nova Scotia unlimited company

By:   
Name: David B Phillips  
Title: Senior Vice President

[SIGNATURE PAGE TO CANADIAN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006194 FRAME: 0351**

SCHEDULE I  
to  
CANADIAN TRADEMARK SECURITY AGREEMENT

**Trademark Registrations/Applications**

**Canada**

<b>Trademark</b>	<b>Registration/ Application No.</b>
HB HÔTEL BIRKS & Design	1854000
HÔTEL BIRKS	1853998
JWD DESIGN	TMA196487
CAT & DESIGN	TMA193576
GEORGE 11	TMA111421
BIRKS BEE CHIC	TMA908486
MAISON BIRKS EST. 1879 & Design	TMA976951
BIRKS LIVING	TMA820853
BIRKS & LION GOLD EXCHANGE & Design	TMA803672
BIRKS CELEBRATING MOMENTS	TMA790754
BIRKS RIBBONS	TMA723935
UNE COMPAGNIE BIRKS&MAYORS	TMA747657
BIRKS & DESIGN	TMA575763
BIRKS BLUE BOX	TMA411360
BIRKS & DESIGN	TMA454031
CASCADE	TMA110699
BIRKS PUZZLE	TMA908442
BIRKS NORDIC LIGHT	TMA918783



<b>Trademark</b>	<b>Registration/ Application No.</b>
MAISON BIRKS EST. 1879	TMA976952
BIRKS PURE DESIRE	TMA932644
BIRKS ROSÉE DU MATIN	TMA868483
BABY BIRKS	TMA868491
BIRKS & LION Design AIRMASTER	TMA758029
BIRKS OEUF	TMA584018
BIRKS BEE SWEET	TMA908500
BIRKS & SEAL DESIGN	TMA888215
BIRKS SPLASH	TMA889328
BIRKS SNOWSTORM	1632573
BIRKS CAFÉ Design	TMA803678
BIRKS DESTINEE	TMA728292
BIRKS SWIRL	TMA639425
BIRKS BUSY BEE	TMA908492
BIRKS GROUP & Design	TMA970557
BIRKS NORTH STAR	TMA932645
BIRKS LINKS	TMA868488
BIRKS AMORIQUE	TMA868485
HENRY BIRKS & SONS	TMA810769
BIRKS ÉCHANGE D'OR	TMA803671
BIRKS BIKER CHIC	TMA742054
BIRKS TAMBOURINE	TMA642863
BIRKS	TMDA29085



<b>Trademark</b>	<b>Registration/ Application No.</b>
BIRKS ROCK & PEARL	TMA938753
BIRKS EPIC	TMA889345
PLAISIRS DE BIRKS	TMA868481
BIRKS SNOWFLAKE	TMA868482
POINTS CONGRATS BIRKS	TMA778450
BIRKS CONGRATS POINTS	TMA747029
BIRKS LINKS OF LOVE	TMA721025
A BIRKS&MAYORS COMPANY	TMA747655
BIRKS	UCA1618
BIRKS PETAL	TMA972723
BIRKS NOVA	TMA938507
BIRKS CHALLENGER	TMA889343
BIRKS SQUARE PHILLIPS	TMA868507
BIRKS BOREALIS	TMA868489
BIRKS MUSE	TMA868487
BIRKS CITIQUE	TMA781450
BIRKS DIAMOND LACE	TMA710720
BIRKS&MAYORS	TMA751919
BIRKS RPM	TMA625444
BIRKS BLUE	TMA526100
BIRKS, 1774 AND PIPE DESIGN	TMDA25019
BIRKS BLUE LABEL	TMA908432
BIRKS RETURN TO ME	TMA889228

<b>Trademark</b>	<b>Registration/ Application No.</b>
BIRKS BUTTERFLY	TMA889327
BIRKS STARRY NIGHT	1632572
BIRKS PEBBLE	TMA868484
BIRKS GOLD EXCHANGE	TMA803632
BIRKS & LION AND RPM & WING Design	TMA756123
BIRKS STARFISH	TMA642886
BIRKS BEE FRIENDS	1845152
AU COEUR DE VOS SOUVENIRS	TMA851558
PEBBLE	TMA636711
PETAL	TMA543154
B DESIGN	TMA403875
DANS CHAQUE BOÎTE BLEUE SE CACHE UN RÊVE DESIGN	TMA421784
GEMBEC	TMA367078
LION DESIGN	TMA324911
FACETS	TMA205103
REGENCY	UCA4617
THINK INSIDE THE BOX	TMA645286
THE AMORIQUE DIAMOND	TMA674844
TASSELS	TMA656944
WHERE MEMORIES START	TMA874290
BIRKEY LION DESIGN	TMA574131
B DESIGN	TMA124605

<b>Trademark</b>	<b>Registration/ Application No.</b>
STRIPES	TMA699408
BRINKHAUS	TMA393282
GRAIN DESIGN	TMDA38027
BIRKEY DESIGN	TMA549730
SHIELD DEVICE & DESIGN	TMDA38046
CRUMPLED GOLD	TMA757851
LOUIS XV	TMA130167
L'ÉMOTION EN BOÎTE	TMA623211
CAVENDISH	TMA327866
BB DESIGN	TMA303163
LE DIAMANT AMORIQUE	TMA674845
CARESSE	TMA656652
CHANTILLY	TMA130296
ARCHITECTURE	TMA642251
ANNIVERSARY	TMA148917
BIRKEY LION'S BACK DESIGN	TMA588977
GREAT MOMENTS COME OUT OF THE BLUE DESIGN	TMA401109
MUSE	1,861,777

**United States**

<b>Trademark</b>	<b>Registration/ Application No.</b>
A BIRKS&MAYORS COMPANY	Regn No. 3906823
BIRKS	Regn No. 1156142

Trademark	Registration/ Application No.
BIRKS & LION DESIGN 	Regn No. 3,446,385
BIRKS & LION DESIGN AIRMASTER 	Appln No. 77530274
BIRKS AMORIQUE	Regn No. 4610522
BIRKS BIKER CHIC	Regn No. 3,700,774
BIRKS BLUE	Regn No. 2925048
BIRKS BOREALIS	Regn No. 4,554,266
BIRKS CITIQUE	Regn No. 3,717,371
BIRKS DESTINEE	Regn No. 3,706,201
BIRKS LINKS	Regn No. 4,562,275
BIRKS & MAYORS	Regn No. 3,906,824
BIRKS MUSE	Regn No. 4,426,393
BIRKS PEBBLE	Regn No. 5,176,623
BIRKS RIBBONS	Regn No. 3,574,776
BIRKS ROSÉE DU MATIN	Regn No. 4,629,223

<b>Trademark</b>	<b>Registration/ Application No.</b>
BIRKS RPM	Regn No. 3,312,301
BIRKS RPM (and Design)	Regn No. 3,517,431
BIRKS SNOWFLAKE	Regn No. 4,637,721
HENRY BIRKS & SONS	Regn No. 4,180,681
MAYORS GOLD EXCHANGE	Regn No. 3,925,509
PLAISIRS DE BIRKS	Regn No. 4,661,816
THE AMORIQUE DIAMOND	Regn No 3,381,850
THE AMORIQUE	Regn No. 3,405,332
WHERE MEMORES START	Regn No. 4,311,710

### **European Union**

<b>Trademark</b>	<b>Registration/ Application No.</b>
BIRKS	Appln No. 4590601
The Amorique Diamond	Regn No. 9698861

### **India**

<b>Trademark</b>	<b>Registration/ Application No.</b>
Birks	Appln No. 2274533
Birks & Lion Design	Appln No. 2274534

### **Japan**

<b>Trademark</b>	<b>Registration/ Application No.</b>
Birks & Design in Japan	Regn No. TM5161007

**Singapore**

<b>Trademark</b>	<b>Registration/ Application No.</b>
Birks	Regn No. T1218523D

**Trade Names**

N/A

**Common Law Trademarks**

N/A

**Trademarks Not Currently In Use**

N/A

**Trademark Licenses**

N/A