

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451589

<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>
Mayor's Jewelers of Florida, Inc.		11/17/2017	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BARCLAYS BANK PLC, as Security Agent		
<b>Street Address:</b>	5 The North Colonnade, Canary Wharf		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	E14 4BB		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2637324		
<b>Registration Number:</b>	2715142		
<b>Registration Number:</b>	4147346	LUMINA	
<b>Registration Number:</b>	1490121	MAYOR'S	
<b>Registration Number:</b>	1236663	MAYORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	astark@paulweiss.com,dewilliams@paulweiss.com,aspoto@paulweiss.com		
<b>Correspondent Name:</b>	Alexander Stark		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	021012-00005		
<b>NAME OF SUBMITTER:</b>	Alexander Stark		
<b>SIGNATURE:</b>	/Alexander Stark/		
<b>DATE SIGNED:</b>	11/20/2017		
<b>Total Attachments: 5</b>			

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### **Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of November 17, 2017 (this "Agreement"), made by Mayor's Jewelers of Florida, Inc., a Florida corporation (the "Pledgor"), in favor of BARCLAYS BANK PLC, as Security Agent (the "Security Agent").

Reference is made to the Security Agreement, dated as of October 23, 2017 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Aurum Group USA Inc., Watches of Switzerland LLC, and any other pledgors party thereto, and the Security Agent for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant, assign and pledge to the Security Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"):

- all trademarks of the United States of America of such Pledgor, including those listed on Schedule I.

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Security Agreement.* The security interests granted to the Security Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Security Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between

the terms of this Agreement and the Security Agreement, the terms of the Security Agreement (including Section 7.2) shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MAYOR'S JEWELERS OF FLORIDA, INC.

By:



Name: Lars Anders Ragnar Romberg  
Title: President/CEO

*[Signature page to IP Agreement]*


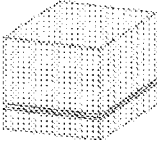
BARCLAYS BANK, PLC  
as Security Agent,

By: 

Name: Emma Sharma

Title: AVP

Schedule I  
to Notice of Grant of Security Interest in Trademarks

Trademark	Jurisdiction	Status	Wares & Services	Owner
M Design Mark 	US	REGISTERED SN. No.: 78028446 FD: 2000-09-30 Reg. #: 2637324 RD: 2002-10-15 Next Renewal: 2022-10-15	Watches and jewelry, namely, bracelets, earrings, necklaces, pins and rings	MAYOR'S JEWELERS OF FLORIDA, INC.
(Design Only) 	US	REGISTERED SN. No.: 76307210 FD: 2001-08-30 Reg. #: 2715142 RD: 2003-05-13 Next Renewal: 2023-05-13	Watches and jewelry, including, bracelets, earrings, key chains, necklaces, pins, rings, pendants, and charms	MAYOR'S JEWELERS OF FLORIDA, INC.
LUMINA	US	REGISTERED SN. No.: 85/142,815 FD: 2010-10-01 Reg. #: 4,147,346 RD: 2012-05-22 Next Renewal: 2022-05-22	Jewelry	MAYOR'S JEWELERS OF FLORIDA, INC.
MAYOR'S	US	REGISTERED SN. No.: 73688457 FD: 1987-10-07 Reg. #: 1490121 RD: 1988-05-31 Next Renewal: 2018-05-31	Watches and jewelry, namely, bracelets, earrings, key chains, necklaces, pins, and rings extension of credit to customers by means of a credit card	MAYOR'S JEWELERS OF FLORIDA, INC.
MAYORS	US	REGISTERED SN. No.: 73361034 FD: 1982-04-22 Reg. #: 1236663 RD: 1983-05-03 Next Renewal: 2023-05-03	Jewelry Appraisal Services Jewelry Brokerage Services Watch and Jewelry Repair Services Retail Store Services in the Field of Watches, Jewelry and Gems	MAYOR'S JEWELERS OF FLORIDA, INC.