

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC		04/18/2018	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Mayor's Jewelers of Florida, Inc.		
Street Address:	Aurum House, 2 Elland Road		
Internal Address:	c/o Aurum Holdings Limited		
City:	Braunstone, Leicester		
State/Country:	UNITED KINGDOM		
Postal Code:	LE3 1TT		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2637324		
Registration Number:	2715142		
Registration Number:	4147346	LUMINA	
Registration Number:	1490121	MAYOR'S	
Registration Number:	1236663	MAYORS	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	mseiss@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Marisa Seiss		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	21012-008		
NAME OF SUBMITTER:	Marisa Seiss		
SIGNATURE:	/Marisa Seiss/		

CH \$140.00 2637324

DATE SIGNED:	04/26/2018
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Total Attachments: 4

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Notice of Release of Security Interest in Trademarks

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of April 18, 2018 is made by BARCLAYS BANK PLC, in its capacity as Security Agent (referred to herein as the “Security Agent”), in favor of Mayor’s Jewelers of Florida, Inc., a Florida corporation (the “Pledgor”), pursuant to that certain Security Agreement, dated as of October 23, 2017 (as such agreement may have been amended, restated, amended and restated, supplemented and/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).

W I T N E S S E T H:

WHEREAS, in connection with the Security Agreement, the Pledgor executed and delivered the Notice of Grant of Security Interest in Trademarks, dated as of November 17, 2017, which was recorded with the United States Patent and Trademark Office (the “USPTO”) on November 20, 2017, at Reel/Frame No. 6209/0870 (the “Trademark Security Agreement” and together with the Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreement, the Pledgor granted and assigned to the Security Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all trademarks of the United States of America of the Pledgor, including those listed on Schedule A attached hereto (the “Trademark Collateral”); and

WHEREAS, the Security Agent desires to release its lien on and security interest in the Trademark Collateral and has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Security Agent agrees, for the benefit of the Pledgor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreements (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).

SECTION 2. Release of Security Interest. The Security Agent does hereby release, relinquish and discharge its lien on and security interest in the Trademark Collateral, and hereby reassigns to the Pledgor, any right, title, or interest it may have in the Trademark Collateral.

SECTION 3. Termination. The Security Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Security Agent hereby authorizes the Pledgor or the Pledgor’s authorized representative to (i) record this Release with the USPTO, (ii)

file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Security Agent in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Security Agent further agrees to execute and deliver to the Pledgor any and all further documents and instruments, and do any and all further acts which the Pledgor (or their agents or designees) reasonably request (at the Pledgor's sole cost and expense) in order to confirm this Release and the Pledgor's right, title and interest in, to and under the Trademark Collateral.

SECTION 5. Choice of Law. This Release and the rights and obligations of the parties under this Release 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.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart to this Release by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

[Signatures Follow On Next Page.]


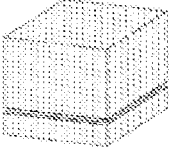
IN WITNESS WHEREOF, the Security Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

BARCLAYS BANK PLC, as Security Agent

By: 
Name: *Emma Stone*
Title: *AVP*

[Signature Page – Notice of Release of Security Interest in Trademarks in Favor of Mayor’s Jewelers of Florida, Inc.]

SCHEDULE A
to Notice of Release 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.