

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471540

<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.		04/18/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank Trustees Limited		
<b>Street Address:</b>	125 OLD BROAD STREET		
<b>Internal Address:</b>	FIFTH FLOOR		
<b>City:</b>	LONDON EC2N IAR		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Entity Type:</b>	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>	4147346	LUMINA	
<b>Registration Number:</b>	2715142		
<b>Registration Number:</b>	2637324		
<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>	mseiss@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Marisa Seiss		
<b>Address Line 1:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	21012-008		
<b>NAME OF SUBMITTER:</b>	Marisa Seiss		
<b>SIGNATURE:</b>	/Marisa Seiss/		
<b>DATE SIGNED:</b>	04/27/2018		

CH \$140.00 4147346

**Total Attachments: 5**

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**Trademark Security Agreement**

TRADEMARK SECURITY AGREEMENT dated as of April 18, 2018 (this "Agreement"), made by Mayor's Jewelers of Florida, Inc., a Florida corporation (the "Pledgor"), in favor of U.S. Bank Trustees Limited, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent").

Reference is made to the U.S. Collateral Agreement dated as of April 18, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Subsidiaries of Jewel Midco UK Limited party thereto and the Collateral Agent, not for itself but for the Secured Parties. 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's rights, title and interests 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, but excluding any Excluded Property, the "Trademark Collateral"):

all Trademarks of the United States of America, including those listed in 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 Sections 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. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Recordation.** The Pledgor hereby requests and authorizes the United States Patent and Trademark Office to record this Agreement with respect to the Trademark Collateral.

SECTION 5. **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 6. **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., as Pledgor


By: 

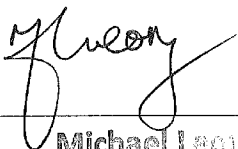
Name: Lars Anders Ragnar Romberg  
Title: President/CEO

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006356 FRAME: 0818**

U.S. BANK TRUSTEES LIMITED,  
as Collateral Agent

By:   
Name: **Chris Hobbs**  
Title: **Authorized Signatory**

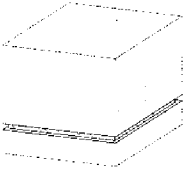
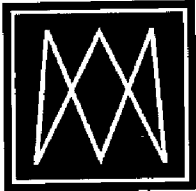
By:   
Name: **Michael Laing**  
Title: **Authorized Signatory**

[Signature Page to Trademark Security Agreement]

Schedule I  
to Trademark Security Agreement

Trademarks Owned by Mayor's Jewelers of Florida, Inc.

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
LUMINA  LUMINA	4,147,346	22-MAY-2012
<i>Design Only</i>  	2,715,142	13-MAY-2003
<i>Design Only</i>  	2,637,324	15-OCT-2002
MAYOR'S MAYORS	1,490,121	31-MAY-1988
MAYORS MAYORS	1,236,663	03-MAY-1983