

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Canada Corporation		10/01/2018	Unlimited Company: CANADA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance Corporation Canada		
Street Address:	One Boston Place, 19th Floor		
Internal Address:	MAC J9214-180		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	1156142	BIRKS	
Registration Number:	4610522	BIRKS AMORIQUE	
Registration Number:	3700774	BIRKS BIKER CHIC	
Registration Number:	2925048	BIRKS BLUE	
Registration Number:	4554266	BIRKS BOREALIS	
Registration Number:	3717371	BIRKS CITIQUE	
Registration Number:	3706201	BIRKS DESTINEE	
Registration Number:	4562275	BIRKS LINKS	
Registration Number:	3906824	BIRKS&MAYORS	
Registration Number:	4426393	BIRKS MUSE	
Registration Number:	5176623	BIRKS PEBBLE	
Registration Number:	3574776	BIRKS RIBBONS	
Registration Number:	4629223	BIRKS ROSÉE DU MATIN	
Registration Number:	3312301	BIRKS RPM	
Registration Number:	3517431	BIRKS RPM	
Registration Number:	4637721	BIRKS SNOWFLAKE	
Registration Number:	4180681	HENRY BIRKS & SONS	
Registration Number:	3925509	MAYORS GOLD EXCHANGE	
TRADEMARK			

OP \$640.00 1156142

Property Type	Number	Word Mark
Registration Number:	4661816	PLAISIRS DE BIRKS
Registration Number:	3381850	THE AMORIQUE DIAMOND
Registration Number:	3405332	THE AMORIQUE DIAMOND
Registration Number:	4311710	WHERE MEMORIES START
Serial Number:	77530274	BIRKS AIRMASTER
Registration Number:	3446385	BIRKS
Registration Number:	3906823	A BIRKS&MAYORS COMPANY

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

NAME OF SUBMITTER:	Robert J. English
SIGNATURE:	/Robert J. English/
DATE SIGNED:	10/12/2018

Total Attachments: 6

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ASSIGNMENT AND ACCEPTANCE AGREEMENT

This **ASSIGNMENT AND ACCEPTANCE AGREEMENT** ("Assignment Agreement") is entered into as of October 1, 2018 between Wells Fargo Canada Corporation ("Assignor") and Wells Fargo Capital Finance Corporation Canada ("Assignee"). Reference is made to the Agreement described in Annex I hereto (the "Credit Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement.

1. In accordance with the terms and conditions of Section 13 of the Credit Agreement, the Assignor on behalf of itself and its Affiliate successors and assigns with respect to the Loan Documents hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to the rights and obligations of the Assignor and its Affiliate successors and assigns under the Loan Documents as of the date hereof with respect to the Obligations owing to the Assignor and/or its Affiliate successors and assigns, and Assignor's portion of the Commitments, all to the extent specified on Annex I.

2. The Assignor (a) represents and warrants that (i) it or its Affiliate successors and assigns, as applicable, are the legal and beneficial owners of the interest being assigned by Assignor on behalf of itself and its Affiliate successors and assigns hereunder and that such interest is free and clear of any adverse claim and (ii) it has full power and authority on behalf of itself and its Affiliate successors and assigns with respect to the Loan Documents, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; (b) makes no representation or warranty and assumes no responsibility with respect to (i) any statements, representations or warranties made in or in connection with the Loan Documents, or (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Borrower or any Guarantor or the performance or observance by any Borrower or any Guarantor of any of their respective obligations under the Loan Documents or any other instrument or document furnished pursuant thereto, and (d) represents and warrants that the amount set forth as the Purchase Price on Annex I represents the amount owed by Borrower to Assignor and/or its Affiliate successors and assigns with respect to the Revolving Loans assigned hereunder, as reflected on the books and records.

3. The Assignee (a) confirms that it has received copies of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (b) agrees that it will, independently and without reliance upon Agent, Assignor, or any other Lender, based upon such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action under the Loan Documents; (c) confirms that it is an Eligible Transferee; (d) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Loan Documents as are delegated to Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (e) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

4. Following the execution of this Assignment Agreement by the Assignor and Assignee, the Assignor will deliver this Assignment Agreement to the Agent for recording by the Agent. The effective date of this Assignment (the "Settlement Date") shall be October 1, 2018.

5. As of the Settlement Date (a) the Assignee shall be a party to the Credit Agreement and, to the extent of the interest assigned pursuant to this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Loan Documents, and (b) the Assignor and its Affiliate successors and assignees shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Credit Agreement and the other Loan Documents, provided, however, that nothing contained herein shall release any assigning Lender from obligations that survive the termination of the Credit Agreement, including such assigning Lender's obligations under Article 15 and Section 17.9(a) of the Credit Agreement.

6. Upon the Settlement Date, Assignee shall pay, or cause to be paid or satisfied, to Assignor or to such other Person as Assignor may otherwise direct the Purchase Price (as set forth in Annex I). From and after the Settlement Date, Agent shall make all payments that are due and payable to the holder of the interest assigned hereunder (including payments of principal, interest, fees and other amounts) to Assignor or to such other Person as the Assignor may otherwise direct for amounts which have accrued up to but excluding the Settlement Date and to Assignee for amounts which have accrued from and after the Settlement Date. On the Settlement Date, Assignor shall pay, or cause to be paid, to Assignee, an amount equal to the portion of any interest, fee, or any other charge that was paid to Assignor or its Affiliate successors and assigns prior to the Settlement Date on account of the interest assigned hereunder and that are due and payable to Assignee with respect thereto, to the extent that such interest, fee or other charge relates to the period of time from and after the Settlement Date.

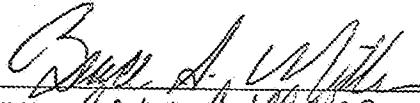
7. This Assignment Agreement may be executed in counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Assignment Agreement may be executed and delivered by facsimile or other electronic transmission (including by ".pdf") all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

8. THIS ASSIGNMENT AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 12 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement and Annex I hereto to be executed by their respective officers, as of the first date written above.

WELLS FARGO CANADA
CORPORATION,

as Assignor

By 
Name: Bruce A. Miller
Title: Vice President

WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA,

as Assignee

By _____
Name:
Title:

ACCEPTED THIS 1st DAY OF OCTOBER, 2018

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as Agent

By _____
Name:
Title:

BIRKS GROUP INC., as Administrative Borrower

By _____
Name:
Title:

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement and Annex I hereto to be executed by their respective officers, as of the first date written above.

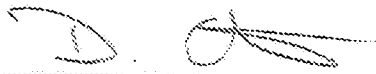
WELLS FARGO CANADA
CORPORATION,

as Assignor

By _____
Name:
Title:

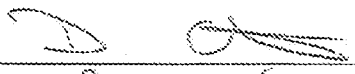
WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA,

as Assignee

By  _____
Name: Domenic Cosentino
Title: Director

ACCEPTED THIS 1st DAY OF OCTOBER, 2018

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as Agent

By  _____
Name: Domenic Cosentino
Title: Director

BIRKS GROUP INC., as Administrative Borrower

By _____
Name:
Title:

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement and Annex I hereto to be executed by their respective officers, as of the first date written above.

WELLS FARGO CANADA CORPORATION, as Assignor

By _____
Name:
Title:

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as Assignee

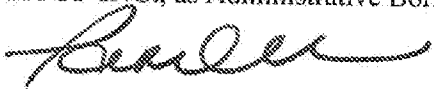
By _____
Name:
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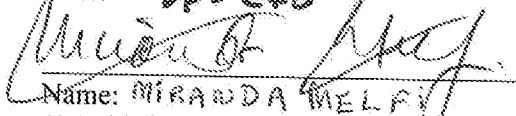
ACCEPTED THIS 1st DAY OF OCTOBER, 2018

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as Successor Agent

By _____
Name:
Title:

BIRKS GROUP INC., as Administrative Borrower

By 
Name: PAT DI LILLO
Title: VP - CFO

By 
Name: MIRANDA MELNY
Title: VP, Human Resources and Chief Legal Officer & Corporate Secretary

ANNEX FOR ASSIGNMENT AND ACCEPTANCE

ANNEX I

1. Borrower: BIRKS GROUP INC.

2. Name and Date of Credit Agreement:

Credit Agreement dated as of October 23, 2017, as amended pursuant to Amendment No. 1 to the Credit Agreement dated as of June 29, 2018 (as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Borrower, the lenders party thereto as "Lenders", and Wells Fargo Canada Corporation, a Nova Scotia unlimited company ("Wells Fargo"), as administrative agent for each member of the Lender Group and the Bank Product Providers, including the successors and permitted assigns of the parties thereto

3. Date of Assignment Agreement: October 1, 2018

4. Amounts:

- a. Assigned Amount of Revolver Commitment
- b. Assigned Amount of Revolving Loans

5. Settlement Date:

6. Purchase Price

7. Notice

Assignee:

Wells Fargo Capital Finance Corporation Canada
c/o Wells Fargo Capital Finance
One Boston Place, 19th Floor
MAC J9214-180
Boston, MA 02108
Fax. No.: 866-328-8599
Email: Emily.J.Abrahamson@wellsfargo.com

Assignor:

Wells Fargo Canada Corporation
c/o Wells Fargo Capital Finance
One Boston Place, 19th Floor
MAC J9214-180
Boston, MA 02108
Fax. No.: 866-328-8599
Email: Emily.J.Abrahamson@wellsfargo.com

8. Purchase Price Payment: The Purchase Price payable hereunder shall be paid or otherwise satisfied on the Settlement Date in the manner and currency agreed by the Assignor and Assignee.

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