

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489235

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Working Capital Trademark Security Agreement
<b>RESUBMIT DOCUMENT ID:</b>	900462381

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Samuels Jewelers, Inc.		08/10/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association, as Working Capital Agent
<b>Street Address:</b>	One Boston Place, 18th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02108
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4354647	BRILLIANT FIRE
Registration Number:	4180770	LUX3
Registration Number:	4177052	VOW TO WOW
Registration Number:	4227689	WEST END
Registration Number:	3277453	24 KARAT CARD
Registration Number:	3356494	SAMUELS JEWELERS
Registration Number:	3354839	SAMUELS DIAMONDS
Registration Number:	1929352	AL
Registration Number:	3581088	JENNIFER MORGAN
Registration Number:	1493669	SCHUBACH JEWELERS

## CORRESPONDENCE DATA

Fax Number: 6173417701

*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.*

Phone: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis &amp; Bockius LLP

TRADEMARK

**Address Line 4:** Boston, MASSACHUSETTS 02110

**NAME OF SUBMITTER:** Linda A. Salera

**SIGNATURE:** /Linda A. Salera/

**DATE SIGNED:** 09/10/2018

**Total Attachments: 5**

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**WORKING CAPITAL  
TRADEMARK SECURITY AGREEMENT**

THIS WORKING CAPITAL TRADEMARK SECURITY AGREEMENT, dated as of August 10, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (in its individual capacity, "Wells Fargo"), as successor-in-interest to General Electric Company (as successor by merger to General Electric Capital Corporation), as working capital agent for the Working Capital Secured Parties (each as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and assigns, the "Working Capital Agent"). Capitalized terms used herein but otherwise not defined herein shall have the meanings ascribed to such terms in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

WITNESSETH:

WHEREAS, pursuant to the Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement dated as of August 10, 2018 (including all exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Samuels Jewelers, Inc. ("Samuels") and the other Borrowers party thereto, Samuels, as Borrower Representative, each other Person time to time party thereto as a "Credit Party", the several financial institutions party thereto as lenders (the "Lenders"), Wells Fargo, as Working Capital Agent, and Gordon Brother Finance Company, as Term Loan Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Working Capital Guaranty and Security Agreement of even date herewith in favor of Working Capital Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Working Capital Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Working Capital Agent, for the benefit of the Working Capital Secured Parties, and grants to Working Capital Agent, for the benefit of the Working Capital Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Working Capital Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Working Capital Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Orders. In the event of any conflict between the terms of this Trademark Security Agreement and any applicable Order, the terms of the applicable Order shall govern and control.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]*

IN WITNESS WHEREOF, each Grantor has caused this Working Capital Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**SAMUELS JEWELERS, INC.,**

By: \_\_\_\_\_

Name: Rajesh Motwani

Title: Interim Chief Financial Officer

[Samuels - Signature Page to Working Capital Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006460 FRAME: 0383**

ACCEPTED AND AGREED  
as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Working Capital Agent.


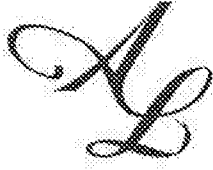
By: *[Signature]*  
Name: *Y. Santa Macabej*  
Title: *Authorized Signer*

[Samuels - Signature Page to Working Capital Trademark Security Agreement]

SCHEDULE I  
TO  
WORKING CAPITAL TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Credit Party</u>	<u>Mark</u>	<u>Appln. No.</u>	<u>Filed</u>	<u>Regn. No.</u>	<u>Regn. Date</u>
Samuels Jewelers, Inc.	BRILLIANT FIRE	85416434	9/7/11	4354647	6/18/13
Samuels Jewelers, Inc.	LUX3 	85392219	8/8/11	4180770	7/24/12
Samuels Jewelers, Inc.	VOW TO WOW	85392546	8/8/11	4177052	7/17/12
Samuels Jewelers, Inc.	WEST END	85490318	12/8/11	4227689	10/16/12
Samuels Jewelers, Inc.	24 KARAT CARD	78725105	10/3/05	3277453	8/7/07
Samuels Jewelers, Inc.	SAMUELS JEWELERS	78974164	9/14/06	3356494	12/18/07
Samuels Jewelers, Inc.	SAMUELS DIAMONDS	77000656	9/15/06	3354839	12/18/07
Samuels Jewelers, Inc.	AL 	74524003	5/12/94	1929352	10/24/95
Samuels Jewelers, Inc. (currently registered to Rogers Ltd., Inc.)	JENNIFER MORGAN	77146587	4/2/07	3581088	2/24/09
Samuels Jewelers, Inc.	SCHUBACH JEWELERS	73665611	6/9/87	1493669	6/21/88

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