

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529194

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | FIRST AMENDMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ALCENTRA CAPITAL CORPORATION | | 01/30/2019 | Corporation: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | RF INVESTMENT PARTNERS SBIC, LP | | |
| Street Address: | 501 Madison Avenue | | |
| Internal Address: | 14th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3601977 | LUGANO | |
| Registration Number: | 3685190 | LUGANO | |
| Registration Number: | 4353852 | SMART DIAMOND | |
| Registration Number: | 4513294 | LUGANO PRIVÉ | |
| Registration Number: | 4513295 | LUGANO PRIVÉ | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3126095005 | | |
| <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> | | | |
| Phone: | 312-609-7798 | | |
| Email: | ablekhman@vedderprice.com | | |
| Correspondent Name: | Aida Blekhman | | |
| Address Line 1: | Vedder Price P.C. | | |
| Address Line 2: | 222 North LaSalle Street, Suite 2500 | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| ATTORNEY DOCKET NUMBER: | 48202.00.0003 LUGANO | | |
| NAME OF SUBMITTER: | Aida Blekhman | | |

CH \$140.00 3601977

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|---|-----------------|
| SIGNATURE: | /Aida Blekhman/ |
| DATE SIGNED: | 06/25/2019 |
| Total Attachments: 8 source=Lugano - First Amendment to A&R Intellectual Property Security Agreement#page1.tif source=Lugano - First Amendment to A&R Intellectual Property Security Agreement#page2.tif source=Lugano - First Amendment to A&R Intellectual Property Security Agreement#page3.tif source=Lugano - First Amendment to A&R Intellectual Property Security Agreement#page4.tif source=Lugano - First Amendment to A&R Intellectual Property Security Agreement#page5.tif source=Lugano - First Amendment to A&R Intellectual Property Security Agreement#page6.tif source=Lugano - First Amendment to A&R Intellectual Property Security Agreement#page7.tif source=Lugano - First Amendment to A&R Intellectual Property Security Agreement#page8.tif | |

**FIRST AMENDMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Amendment**”) is entered into as of January 30, 2019, by and among **LUGANO DIAMONDS & JEWELRY INC.**, a corporation organized under the laws of the State of California (“**Pledgor**” or “**Borrower**”), **RF INVESTMENT PARTNERS SBIC, LP** (“**RF Investments**”), in its capacity as collateral agent for and on behalf of the Lenders, as secured parties pursuant to the Collateral Documents, and its successors and permitted assigns (in such capacity, the “**Collateral Agent**”), and **ALCENTRA CAPITAL CORPORATION**, a Maryland corporation (“**Alcentra**”).

WITNESSETH:

WHEREAS, Alcentra, RF Investments, the other Lenders from time to time party thereto and the Pledgor have entered into that certain Amended and Restated Loan Agreement dated as of June 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”);

WHEREAS, in connection with the Loan Agreement, Alcentra and Pledgor entered into that certain Amended and Restated Intellectual Property Security Agreement dated as of June 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), pursuant to which, among other things, Pledgor granted to Alcentra a lien on and security interest in the intellectual property of Pledgor;

WHEREAS, Alcentra has agreed to resign as “Collateral Agent” (as defined in the IP Security Agreement as in effect prior to the date hereof) and RF Investments has agreed to become successor “Collateral Agent” (as defined in the IP Security Agreement as in effect prior to the date hereof) for all intents and purposes under the IP Security Agreement; and

WHEREAS, subject to satisfaction of the applicable conditions set forth herein, the parties hereto agree to amend the IP Security Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants contained herein, the parties agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the IP Security Agreement.

2. Amendment to IP Security Agreement. Subject to the conditions precedent set forth in Section 4 hereto, and in reliance upon the representations and warranties of the Pledgor set forth in this Amendment, any and all references to “Collateral Agent” under the IP Security Agreement are hereby deemed to refer to RF Investments in its capacity as Collateral Agent, for the benefit of the Lenders, and to each of the Lenders, as the context may dictate or as appropriate. Each of Pledgor, Alcentra and RF Investments expressly agrees and acknowledges that effective as of the date hereof, Alcentra hereby resigns as “Collateral Agent” (as defined in the IP Security Agreement as in effect up to the date hereof) and RF Investments hereby becomes successor “Collateral Agent” (as defined in the IP Security Agreement as in effect up to the date hereof) for all intents and purposes under the IP Security Agreement.

3. Representations and Warranties of Credit Parties. Pledgor represents and warrants that as of the date hereof:

(a) this Amendment has been duly authorized, executed and delivered by Pledgor and constitutes the legal, valid and binding obligations of Pledgor enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or similar laws affecting creditors' rights generally and general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law);

(b) consummation of this Amendment does not (i) contravene or constitute a default under any Applicable Law or any provision of Pledgor's Organizational Documents, (ii) contravene or constitute a default under any loan agreement, covenant, indenture or any other material agreement of or affecting Pledgor or any of its Property or (iii) result in the creation or imposition of any Lien on any Property of Pledgor, other than the Liens granted in favor of Collateral Agent pursuant to the Collateral Documents and the Permitted Liens;

(c) no consent, approval, authorization, permit, license or other action by or any notice to or filing with any person, entity, court or administrative or governmental body is or will be necessary for the valid execution, delivery or performance by Pledgor of this Amendment;

(d) no Default or Event of Default has occurred and is continuing;

(e) each of the representations and warranties of Pledgor or any other Credit Party set forth in each of the Loan Documents to which it is a party are true and correct in all material respects; and

(f) the perfection certificate delivered on or about the Closing Date is true and correct in all material respects as of the date hereof.

4. Conditions Precedent. The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent or concurrent:

(a) Each of Pledgor, the Collateral Agent and Alcentra shall have executed and delivered a counterpart of this Amendment; and

(b) Collateral Agent shall have received all other documents, instruments and certificates reasonably requested on or prior to the date hereof by Collateral Agent.

5. No Modification; Reaffirmation of Loan Documents. Except as expressly set forth herein, nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the IP Security Agreement or any of the other Loan Documents or constitute a course of conduct or dealing among the parties. Except as expressly stated herein, the Collateral Agent and Lenders reserve all rights, privileges and remedies under the Loan Documents. Except as amended or consented to hereby, the IP Security Agreement remains unmodified and in full force and effect. All references in the Loan Documents to the IP Security Agreement shall be deemed to be references to the IP Security Agreement as amended hereby. As collateral security for the Secured Obligations, the Pledgor hereby reaffirms its grant to the Collateral Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Collateral Agent of the creation or acquisition thereof.

6. Signatures; Counterparts. Facsimile transmissions or transmissions by ".PDF" of any executed original document and/or retransmission of any executed facsimile transmission or ".PDF" shall

be deemed to be the same as the delivery of an executed original. At the request of any party hereto, the other parties hereto shall confirm facsimile transmissions or transmissions by “.PDF” by executing duplicate original documents and delivering the same to the requesting party or parties. This Amendment may be executed in any number of counterparts and by the parties hereto 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.

7. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH AND ENFORCED UNDER THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

8. JURISDICTION; JURY TRIAL WAIVER, ETC.

(a) EACH PARTY TO THIS AMENDMENT HEREBY IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT, THE NOTES OR ANY AGREEMENTS OR TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE BROUGHT IN THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, OR ANY APPELLATE COURT FROM ANY THEREOF, AND HEREBY EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM. EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS ADDRESS SET FORTH IN SECTION 13.2 OF THE LOAN AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AMENDMENT HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AMENDMENT, THE NOTES OR ANY OF THE OTHER LOAN DOCUMENTS, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. PLEDGOR (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (ii) ACKNOWLEDGES THAT EACH LENDER HAS BEEN INDUCED TO ENTER INTO THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED HEREIN.


9. Severability. If any one or more of the provisions contained in this Amendment, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions of this Amendment. The parties hereto further agree to replace such invalid, illegal or unenforceable provision of this Amendment with a valid, legal and enforceable provision to be mutually agreed that will achieve, to the extent possible, the economic, business and other purposes of such invalid, illegal or unenforceable provision.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective officers hereunto duly authorized as of the date first above written.

DEBTOR:

LUGANO DIAMONDS & JEWELRY INC.

By: 
Name: Moti Ferder
Title: CEO

COLLATERAL AGENT:

RF INVESTMENT PARTNERS SBIC, LP

By: RF INVESTMENT PARTNERS, LLC, its
general partner

By: _____
Name: _____
Title: _____

ALCENTRA:

ALCENTRA CAPITAL CORPORATION:
By Alcentra NY LLC, as advisor

By: _____
Name: Branko Krmpotic
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective officers hereunto duly authorized as of the date first above written.

PLEDGOR:


LUGANO DIAMONDS & JEWELRY INC.

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

RF INVESTMENT PARTNERS SBIC, LP

By: RF INVESTMENT PARTNERS, LLC, its
general partner

By: 
Name: Peter Rothschild
Title: Managing Member

ALCENTRA:

ALCENTRA CAPITAL CORPORATION:
By Alcentra NY LLC, as advisor

By: _____
Name: Branko Krmpotic
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective officers hereunto duly authorized as of the date first above written.

PLEDGOR:

LUGANO DIAMONDS & JEWELRY INC.

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

RF INVESTMENT PARTNERS SBIC, LP

By: RF INVESTMENT PARTNERS, LLC, its
general partner

By: _____
Name: _____
Title: _____

ALCENTRA:

**ALCENTRA CAPITAL CORPORATION:
By Alcentra NY LLC, as advisor**

By: 
Name: Branko Krmpotic
Title: Managing Director

SCHEDULE A

Trademarks

| Trademark | App. No. | Filing Date | Reg. No. | Reg. Date |
|-------------------------|------------|------------------|-----------|--------------------|
| LUGANO | 77/556,694 | August 27, 2008 | 3,601,977 | April 7, 2009 |
| LUGANO (Stylized) | 77/558,245 | August 28, 2008 | 3,685,190 | September 22, 2009 |
| SMART DIAMOND | 85/763,776 | October 25, 2012 | 4,353,852 | June 18, 2013 |
| LUGANO PRIVÉ | 85/685,902 | July 24, 2012 | 4,513,294 | April 15, 2014 |
| LUGANO PRIVÉ and Design | 85/685,915 | July 24, 2012 | 4,513,295 | April 15, 2014 |