

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM541834

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SUPPLEMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rogers Enterprises, Inc.		08/30/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Business Capital, a division of Citizens Asset Finance, Inc.		
<b>Street Address:</b>	28 State Street, MS1420		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5791604	JK CROWN COLLECTION	
<b>Registration Number:</b>	5772786	JK CROWN COLLECTION	
<b>Registration Number:</b>	5454515	FOREVER & FOR LESS	
<b>Registration Number:</b>	5741405	LAB GROWN DIAMONDS ETHICALLY BEAUTIFUL	
<b>Registration Number:</b>	5741406	LAB GROWN DIAMONDS ETHICALLY BEAUTIFUL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>Phone:</b>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,lorrin.stone@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	09/20/2019		
<b>Total Attachments: 4</b>			
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**SUPPLEMENT TO AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

August 30, 2019

**WITNESSETH:**

WHEREAS, reference is made to (i) that certain Third Amended and Restated Credit and Security Agreement, dated as of August 28, 2015 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), among Rogers Enterprises, Inc. (hereinafter, together with its successors in title and assigns, called the "Borrower") each lender from time to time party thereto (collectively, the "Lenders") and Citizens Business Capital, a division of Citizens Asset Finance, Inc., as Administrative Agent and Swingline Lender (hereinafter, together with its successors in title and assigns, called the "Administrative Agent"); and (ii) that certain Amended and Restated Trademark Security Agreement dated as of February 27, 2014 (the "Trademark Security Agreement") which was recorded with the U.S. Patent and Trademark Office on April 7, 2014, at Reel 5252, Frame 0630.

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Administrative Agent a security interest in, among other things, the Trademarks (as defined therein).

WHEREAS, the Borrower wishes and Administrative Agent agrees to supplement Exhibit A to the Trademark Security Agreement by adding the Trademarks listed on of Exhibit A attached hereto (the "Additional Trademarks").

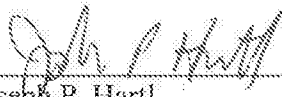
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Exhibit A to the Trademark Security Agreement is hereby supplemented by adding the Additional Trademarks.
2. This Supplement to Amended and Restated Trademark Security Agreement (i) is a Loan Document, (ii) may not be amended or waived except by an instrument in writing signed by all parties hereto, and (iii) may be executed in counterparts which, taken together, shall constitute an original. Delivery of an executed counterpart of this Supplement to Amended and Restated Trademark Security Agreement by telecopier, facsimile or other electronic transmission (including via email in .pdf format) shall be effective as delivery of a manually executed counterpart thereof.
3. This Supplement to Amended and Restated Trademark Security Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Illinois.

[Signature pages follow]

*IN WITNESS WHEREOF*, the Borrower has hereunto signed on the date set forth above.

**ROGERS ENTERPRISES, INC.**

By:   
Name: Joseph P. Hartl  
Title: Chief Financial Officer

Acknowledged and Accepted by:

**CITIZENS BUSINESS CAPITAL**, a division of  
Citizens Asset Finance, Inc., as Administrative  
Agent

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

Name: Rohit Mehta

Title: Vice President

SCHEDULE A

<b>TRADEMARK</b>	<b>RS File No.</b>	<b>Product or Service</b>	<b>Status</b>
<b>JK Crown Collection</b>  Ser. 87-845,841 and 87/845,817 Reg. 5,791,604 and 5,772,786	Jewelry	<b>Declaration of Use Due 7/2/2025</b>	Registered 7/2/2019
<b>Forever &amp; For Less</b>  Ser. 87-295,526 Reg. 5,454,515	Retail Jewelry Stores	<b>Declaration of Use Due 4/24/2024</b>	Registered 4/24/2018
<b>Lab Grown Diamonds Ethically Beautiful</b>  Ser. 87-889,686 and 87-889,701 Reg. 5,741,405 and 5,741,406	Laboratory Grown Diamonds	<b>Declaration of Use Due 4/30/2025</b>	Registered 4/30/2019