

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM597416

<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>
Lugano Diamonds & Jewelry Inc.		09/11/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RF Investment Partners SBIC, LP, as Agent		
<b>Street Address:</b>	501 Madison Avenue, Suite 1401		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4513295	LUGANO PRIVÉ	
<b>Registration Number:</b>	4513294	LUGANO PRIVÉ	
<b>Registration Number:</b>	4353852	SMART DIAMOND	
<b>Registration Number:</b>	3685190	LUGANO	
<b>Registration Number:</b>	3601977	LUGANO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6142243246		
<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>	614-462-1093		
<b>Email:</b>	ipdocketcolumbus@icemiller.com		
<b>Correspondent Name:</b>	Ice Miller LLP		
<b>Address Line 1:</b>	1500 Broadway, Suite 2900		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Barbara Bacon		
<b>SIGNATURE:</b>	/Barbara Bacon/		
<b>DATE SIGNED:</b>	09/14/2020		
<b>Total Attachments: 4</b>			
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This Intellectual Property Security Agreement (this "Agreement") is made as of September 11, 2020, by LUGANO DIAMONDS & JEWELRY INC., a California corporation ("Grantor"), in favor of RF INVESTMENT PARTNERS SBIC, LP, a Delaware limited partnership, in its capacity as agent for the Lenders referred to below (in such capacity, the "Agent").

WHEREAS, pursuant to the Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meaning given to such terms in the Credit Agreement) among Grantor (together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers"), each Person joined thereto as a guarantor from time to time, the lenders from time to time party thereto (collectively, the "Lenders"), and the Agent, the Lenders made certain Loans to the Borrowers; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grant and Reaffirmation of Security Interest. To secure the payment and performance of the Grantor's Obligations under the Credit Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and lien on all of grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law) (collectively, "Trademarks"), and

all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

2. Security for obligations. This agreement and the security interest created hereby secure the payment and performance of all the obligations under the credit agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, Lenders or any of them pursuant to the Credit Agreement.

3. Credit agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Representation and Warranty. Grantor hereby represents and warrants to Agent and Lenders that Schedule 1 accurately lists all registered IP Collateral owned by the Grantor as of the date hereof.

5. Authorization to supplement. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

6. Incorporation by Reference. The provisions of sections 16.1, 16.6, 16.7, and 16.8 of the Credit Agreement are incorporated herein by reference *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

LUGANO DIAMONDS & JEWELRY INC.

By: 

Name: Mordechai Ferder

Title: President

SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights and Copyright Applications: None.

Patents and Patent Applications: None.

Trademarks and Trademark Applications:

#	Mark	Grantor	Registration Number (App. No.)	Registration Date (App. Date)
1.		Lugano Diamonds & Jewelry Inc.	4513295	4/15/2014
2.	LUGANO PRIVÉ	Lugano Diamonds & Jewelry Inc.	4513294	4/15/2014
3.	SMART DIAMOND	Lugano Diamonds & Jewelry Inc.	4353852	6/18/2013
4.		Lugano Diamonds & Jewelry Inc.	3685190	9/22/2009
5.	LUGANO	Lugano Diamonds & Jewelry Inc.	3601977	4/7/2009