

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jay Gems Inc.		07/30/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	511 Fifth Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	4551918	ADORABELLA	
Registration Number:	5228964	HIGHLANDER	
Registration Number:	4499354	JEWELMARK	
Registration Number:	5168158	CHARMING MOMENTS	
Registration Number:	5251363		
Registration Number:	5096385	DIAMOND PLUS	
Registration Number:	5157362	LOVE MAGIC	
Registration Number:	5152025	LOVE TALES	
Registration Number:	5157492	MAGIC CAM	
Registration Number:	5229610	MAGIC SETTING	
Registration Number:	4419114	SIMPLY BRIDAL	
Registration Number:	5192054	HAPPILY FOREVER AFTER	
Registration Number:	5229547	CHARMING MOMENTS CHERISHED FOREVER	
Registration Number:	4611103	LET YOUR FAITH SHINE	
Registration Number:	5162496	ONCE UPON A TIME	
Registration Number:	5192055	TRUE LOVE'S KISS	
Registration Number:	5536833	PROMISE HER HAPPILY EVER AFTER	
Registration Number:	5238137	WHERE FAIRY TALE ENDINGS BEGIN	

CH \$740.00 4551918

Property Type	Number	Word Mark
Registration Number:	5470603	NATUREMARK DIAMONDS RARE REAL RESPONSIBL
Registration Number:	5192170	FILL MY HEART - TWO HEARTS BECOME ONE
Registration Number:	5470602	NATUREMARK DIAMONDS A RARE GIFT FROM MOT
Registration Number:	5117351	U&I WHEN LOVE IS ALL THAT MATTERS...
Registration Number:	5117352	U&I WHEN LOVE IS ALL THAT MATTERS...
Serial Number:	88101191	A BILLION YEARS IN THE MAKING FOR A LIFE
Registration Number:	5157623	INSPIRED BY MAGIC CREATED FOR YOU MAKING
Registration Number:	4503509	VIVID COLORS
Registration Number:	4115543	FLAWLESS LOVE
Registration Number:	4516549	DANCING LOVE
Registration Number:	4482787	BLUSH COLLECTION

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	418931
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	09/14/2020

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 30, 2020, is made by the undersigned (collectively, "Grantor") in favor of ISRAEL DISCOUNT BANK OF NEW YORK (the "Lender").

BACKGROUND

Pursuant to the Loan and Security Agreement, dated as of July 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among RENAISSANCE JEWELRY NEW YORK, INC., a New York corporation ("Renaissance"), JAY GEMS INC., a New York corporation ("Jay Gems"), each other Person joined thereto as a borrower from time to time (together with Renaissance and Jay Gems, collectively, the "Borrowers", and each, a "Borrower") the other Loan Parties from time to time party thereto and the Lender, the Lender has agreed to make the Advances for the benefit of the Borrowers.

The Lender is willing to make the Advances as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Lender this Intellectual Property Security 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. Defined Terms. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

"Intellectual Property Security Agreement" means this Intellectual Property Security Agreement, and shall include all further amendments, modifications and supplements

hereto and shall refer to this Intellectual Property Security Agreement, as the same may be in effect at the time such reference becomes operative.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to the Lender a continuing first priority 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 “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

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

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright license, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Notwithstanding anything herein to the contrary, the term "Intellectual Property Collateral" shall not include, and no Grantor is assigning, pledging or granting a Lien or any security interest hereunder in the Excluded Collateral.

3. Representations and Warranties. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedules I-III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, if applicable, perfected security interests in favor of the Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, if applicable, and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect the Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. Covenants. Grantor covenants and agrees with the Lender as follows:

(a) Grantor shall notify the Lender as promptly as reasonably practicable if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business may become abandoned, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Lender notice thereof, and, upon request of the Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the

Lender) to evidence the Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary and reasonably requested by the Lender to maintain and pursue each application for registrations material to the operation of the Company's business, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing material to the operation of the Company's business), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings in connection with registrations material to the Company's business.

(d) In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify the Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, as promptly as reasonably practicable sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Lender reasonably deems appropriate under the circumstances to protect such Intellectual Property Collateral.

5. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Lien granted to the Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in and Lien on the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. Termination of This Security Agreement. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon Payment in Full of all Obligations and termination of the Loan Agreement in accordance with the terms thereof.

9. Governing Law. This Intellectual Property Security Agreement and all rights and obligations hereunder shall be governed by and construed and enforced in all respects in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

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

RENAISSANCE JEWELRY NEW YORK,
INC., as Grantor

By: _____
Name: Sufel Kothari
Title: President

JAY GEMS INC., as Grantor

By: _____
Name: Roopam Shah
Title: President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007050 FRAME: 0645

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

RENAISSANCE JEWELRY NEW YORK,
INC., as Grantor

By: _____
Name: Suhel Kothari
Title: President

JAY GEMS INC., as Grantor

By: _____
Name: Roopam Shah
Title: President

ACCEPTED and ACKNOWLEDGED
as of the date first written above by:

ISRAEL DISCOUNT BANK OF NEW YORK,
as Lender

DocuSigned by:
Marc Weiss
By: _____
Name: Marc Weiss
Title: Senior Vice President

DocuSigned by:
Michael Malcangi
By: _____
Name: Michael Malcangi
Title: First Vice President

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS:

Grantor Name	Title	Application Number and Date	Registration Number and Date	Country
Jay Gems	Adorabella	App. No. 86/142,949 Filed Dec. 13, 2013	Reg. No. 4,551,918 Registered June 17, 2014	US
Jay Gems	Highlander	App. No. 86/876,874 Filed Jan. 15, 2016	Reg. No. 5,228,964 Registered June 20, 2017	US
Jay Gems	Jewelmark	App. No. 85/842,690 Filed Feb. 6, 2013	Reg. No. 4,499,354 Registered March 18, 2014	US
Jay Gems	Charming Moments	App. No. 86/963,473 Filed Apr. 4, 2016	Reg. No. 5,168,158 Registered March 21, 2017	US
Jay Gems		App. No. 87/359,544 Filed Mar. 6, 2017	Reg. No. 5,251,363 Registered July 25, 2017	US
Jay Gems	Diamond Plus	App. No. 86/647,186 Filed June 1, 2015	Reg. No. 5,096,385 Registered Dec. 6, 2016	US
Jay Gems	Love Magic	App. No. 86/841,249 Filed Dec. 7, 2015	Reg. No. 5,157,362 Registered March 7, 2017	US
Jay Gems	Love Tales	App. No. 86/734,795 Filed Aug. 24, 2015	Reg. No. 5,152,025 Registered Feb. 28, 2017	US
Jay Gems	Magic Cam	App. No. 86/860,146 Filed Dec. 29, 2015	Reg. No. 5,157,492 Registered March 7, 2017	US

Grantor Name	Title	Application Number and Date	Registration Number and Date	Country
Jay Gems	Magic Setting	App. No. 87/166,028 Filed Sep. 9, 2016	Reg. No. 5,229,610 Registered June 20, 2017	US
Jay Gems	Simply Bridal	App. No. 85/481,725 Filed Nov. 28, 2011	Reg. No. 4,419,114 Registered Oct. 15, 2013	US
Jay Gems	Happily Forever After	App. No. 86/752,477 Filed Sep. 10, 2015	Reg. No. 5,192,054 Registered Apr. 25, 2017	US
Jay Gems	Charming Moments Cherished Forever	App. No. 87/135,099 Filed Aug. 11, 2016	Reg. No. 5,229,547 Registered June 20, 2017	US
Jay Gems	Let Your Faith Shine	App. No. 86/037,893 Filed Aug. 14, 2013	Reg. No. 4,611,103 Registered Sep. 23, 2014	US
Jay Gems	Once Upon A Time	App. No. 86/876,564 Filed Jan. 15, 2016	Reg. No. 5,162,496 Registered March 14, 2017	US
Jay Gems	True Love's Kiss	App. No. 86/752,495 Filed Sep. 10, 2015	Reg. No. 5,192,055 Registered Apr. 25, 2017	US
Jay Gems	Promise Her Happily Ever After	App. No. 87/456,646 Filed May 19, 2017	Reg. No. 5,536,833 Registered Aug. 7, 2018	US
Jay Gems	Where Fairy Tale Endings Begin	App. No. 87/054,406 Filed May 31, 2016	Reg. No. 5,238,137 Registered Jul 4, 2017	US
Jay Gems	NatureMark Diamonds Rare Real Responsibly Sourced	App. No. 87/283,083 Filed Dec. 28, 2016	Reg. No. 5,470,603 Registered May 15, 2018	US

Grantor Name	Title	Application Number and Date	Registration Number and Date	Country
Jay Gems	Fill My Heart – Two Hearts Become One	App. No. 86/825,806 Filed Nov. 19, 2015	Reg. No. 5,192,170 Registered Apr. 25, 2017	US
Jay Gems	NatureMark Diamonds A rare gift from Mother Nature	App. No. 87/283,074 Filed Dec. 28, 2016	Reg. No. 5,470,602 Registered May 15, 2018	US
Jay Gems	U&I When Love Is All That Matters...	App. No. 86/835,098 Filed Dec. 1, 2015	Reg. No. 5,117,351 Registered Jan. 10, 2017	US
Jay Gems	U&I When Love Is All That Matters...	App. No. 86/835,108 Filed Dec. 1, 2015	Reg. No. 5,117,352 Registered Jan. 10, 2017	US
Jay Gems	A Billion Years In The Making For A Lifetime Of Love	App. No. 88/101,191 Filed Aug. 31, 2018	Serial No. 88/101,191	US
Jay Gems	Inspired By Magic Created For You Making Wishes Come Alive And Dreams Come True	App. No. 86/889,751 Filed Jan. 28, 2016	Reg. No. 5,157,623 Registered Mar. 7, 2017	US
Jay Gems	Vivid Colors	App. No. 86/147,446 Filed Dec. 18, 2013	Reg. No. 4,503,509, Registered Mar. 25, 2014	US
Jay Gems	Flawless Love	App. No. 85/019,359 Filed April 21, 2010	Reg. No. 4,115,543, Registered Mar. 20, 2012	US
Jay Gems	Dancing Love	App. No. 86/036,811 Filed Aug. 13, 2013	Reg. No. 4,516,549, Registered April 15, 2014	US

Grantor Name	Title	Application Number and Date	Registration Number and Date	Country
Jay Gems	Blush Collection	App. No. 85/906,368 Filed April 17, 2013	Reg. No. 4,482,787, Registered Feb. 11, 2014	US