

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663116

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
R2Net Inc.		07/28/2021	Corporation: DELAWARE
Sterling Jewelers Inc.		07/28/2021	Corporation: DELAWARE
TXDC, L.P.		07/28/2021	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	6316416	JAMES ALLEN
Registration Number:	6374769	BOLD REFLECTIONS
Registration Number:	6329609	LOVE'S RADIANCE COLLECTION
Registration Number:	6323242	ENDLESSLY YOURS
Registration Number:	6309953	BRILLIANCE WITHIN
Registration Number:	6240289	BEAM YOUR LOVE
Registration Number:	5951032	TRUE DEFINITION
Registration Number:	5933425	LOVE + BE LOVED
Registration Number:	6322463	BEFORE FOREVER
Registration Number:	6023798	OUR LOVE IS A DIAMOND
Serial Number:	90615893	RADIANT REFLECTIONS
Serial Number:	90710899	ARCTIC BRILLIANCE

CORRESPONDENCE DATA

Fax Number: 6172484000

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: 617-248-5000

OP \$315.00 6316416

Email: tmadmin@choate.com
Correspondent Name: Sara M. Bauer
Address Line 1: Two International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2012947-0011

NAME OF SUBMITTER: Sara M. Bauer

SIGNATURE: /sara bauer/

DATE SIGNED: 07/28/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated July 28, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Bank of America, N.A., as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) that certain Credit Agreement, dated as of September 27, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by, among others, the Holdings, the Lead Administrative Borrower, the other Borrowers party thereto from time to time, the Lenders and Issuers party thereto from time to time, and Bank of America, N.A., as Administrative Agent for the Lenders and Collateral Agent for the Secured Parties; (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to issue Letters of Credit for the account of the Borrowers, Holdings or a Restricted Subsidiary on the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to such Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders’ extension of such credit, the issuance by the Issuers of Letters of Credit for the account of the Borrowers, Holdings or a Restricted Subsidiary, the Hedge Banks entering into and/or maintaining such Secured Hedge Agreements and the Cash Management Banks entering into and/or maintaining such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated September 27, 2019, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the USPTO and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

Section 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the registered

Trademarks and Trademark registration applications set forth on Schedule A attached hereto (other than Excluded Assets).

Section 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

Section 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

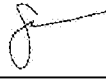
Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original but all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement facsimile or other electronic means (*e.g.*, “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

R2NET INC., as a Grantor

By:  _____

Name: Stash Ptak

Title: President

STERLING JEWELERS INC., as a Grantor

By:  _____

Name: Stash Ptak

Title: President

TXDC, L.P., as a Grantor

By: Zale Delaware, Inc., as General Partner

By:  _____

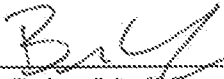
Name: Stash Ptak

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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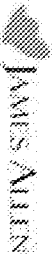
BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Brian Lindblom
Title: Senior Vice President

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

U.S. Trademark Registrations

Loan Party	Registration No.	Registration Date	Trademark
R2NET Inc.	6316416	April 06, 2021	 JAMES ALLEN
Sterling Jewelers Inc.	6374769	June 1, 2021	BOLD REFLECTIONS
Sterling Jewelers Inc.	6329609	April 20, 2021	LOVE'S RADIANCE COLLECTION
Sterling Jewelers Inc.	6323242	April 13, 2021	ENDLESSLY YOURS
Sterling Jewelers Inc.	6309953	March 30, 2021	BRILLIANCE WITHIN
Sterling Jewelers Inc.	6240289	January 5, 2021	BEAM YOUR LOVE
Sterling Jewelers Inc.	5951032	December 31, 2019	TRUE DEFINITION
Sterling Jewelers Inc.	5933425	December 10, 2019	LOVE + BE LOVED
Sterling Jewelers Inc.	6322463	April 13, 2021	BEFORE FOREVER
TXDC, L.P.	6023798	March 31, 2020	OUR LOVE IS A DIAMOND

U.S. Trademark Applications

Loan Party	Application No.	Application Date	Status	Trademark
Sterling Jewelers Inc.	90615893	March 31, 2021	Pending 1a	RADIANT REFLECTIONS
TXDC, L.P.	90710899	May 14, 2021	Pending 1a	ARTIC BRILLIANCE

Canadian Trademark Registrations

Loan Party	Registration No.	Registration Date	Trademark
Sterling Jewelers Inc.	TMA1081692	2020-09-23	LOVE + BELOVED
Sterling Jewelers Inc.	TMA1081700	2020-09-23	CENTRE OF ME
Sterling Jewelers Inc.	TMA1081708	2020-09-23	AREZZORO

Canadian Trademark Applications

Loan Party	Application No.	Filing Date	Status	Trademark
Sterling Jewelers Inc.	2013923	2020-02-26	FORMALIZED	BRILLIANCE WITHIN
Sterling Jewelers Inc.	2086117	2021-02-19	FORMALIZED	LASTING BRILLIANCE
Sterling Jewelers Inc.	2098923	2021-04-12	FORMALIZED	VIBRANT SHADES
Sterling Jewelers Inc.	2112667	2021-06-08	FORMALIZED	TWO AS ONE
Sterling Jewelers Inc.	2121223	2021-07-15	FORMALIZED	FOREVER CHERISHED
R2Net Inc.	2017102	2020-01-24	SEARCHED	JAMES ALLEN
TXDC, L.P.	2013920	2020-02-26	FORMALIZED	OUR LOVE IS A DIAMOND
TXDC, L.P.	2044526	2020-08-07	FORMALIZED	EVERYTHING YOU ARE

Loan Party	Application No.	Filing Date	Status	Trademark
TXDC, L.P.	2053087	2020-09-22	FORMALIZED	BANTER
TXDC, L.P.	2053092	2020-09-22	FORMALIZED	BANTER
TXDC, L.P.	2053094	2020-09-22	FORMALIZED	BANTER
TXDC, L.P.	2107482	2021-05-17	FORMALIZED	ARCTIC BRILLIANCE
TXDC, L.P.	2107483	2021-05-17	FORMALIZED	ARCTIC BRILLIANCE CANADIAN DIAMONDS Logo

TRADEMARK

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RECORDED: 07/28/2021