

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Birks Group Inc.		12/24/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance Corporation Canada		
Street Address:	c/o Wells Fargo Capital Finance		
Internal Address:	One Boston Place, 19th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5695381	BIRKS	
Serial Number:	90404746	BIRKS BEE CHIC	
Serial Number:	90404750	BIRKS DARE TO DREAM	
Serial Number:	90487874	BIRKS PÉTALE	
Serial Number:	90404749	BIRKS ROCK & PEARL	
Serial Number:	90404751	BIRKS SPLASH	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	EAA-PTOTMCorrespondence@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	048597.000001		
NAME OF SUBMITTER:	Ellen A. Andelman		
SIGNATURE:	/ellenaandelman/		

OP \$165.00 5695381

DATE SIGNED:

01/05/2022

Total Attachments: 15

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CANADIAN TRADEMARK SECURITY AGREEMENT

This CANADIAN TRADEMARK SECURITY AGREEMENT (this "Canadian Trademark Security Agreement") is made this 24th day of December, 2021, by and among Grantor listed on the signature pages hereof ("Grantor"), and **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**, an Ontario Corporation ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the **BIRKS GROUP INC.**, a Canadian corporation and each other Person organized under the laws of Canada or a province thereof that joins there under as a "Borrower" after the date of this Agreement in accordance with the terms thereof (each, a "Borrower" and all references herein to "Borrower" shall include each such additional Borrower who so joins), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Canadian Guarantee and Security Agreement, dated as of October 23, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Canadian Guarantee and Security Agreement"); and

WHEREAS, pursuant to the Canadian Guarantee and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Canadian Trademark 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. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Canadian Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Canadian Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Canadian Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure its Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including the Trademark registrations and applications referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Canadian Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations of Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Canadian Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations of Grantor and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. CANADIAN GUARANTEE AND SECURITY AGREEMENT. The Security Interest granted pursuant to this Canadian Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Canadian Guarantee and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Canadian Trademark Security Agreement and the Canadian Guarantee and Security Agreement, the Canadian Guarantee and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Canadian Trademark Security Agreement shall automatically apply thereto. Grantor shall give written notice, on or before the next Update Date, with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Canadian Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to

so modify this Canadian Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Canadian Trademark Security Agreement is a Loan Document. This Canadian Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Canadian Trademark Security Agreement. Delivery of an executed counterpart of this Canadian Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Canadian Trademark Security Agreement. Any party delivering an executed counterpart of this Canadian Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Canadian Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Canadian Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER PROVISIONS. THIS CANADIAN TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE CANADIAN GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

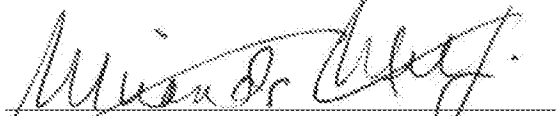
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Canadian Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BIRKS GROUP INC.

By: 
Name: Katia Fontana
Title: Vice President and Chief Financial Officer

By: 
Name: Miranda Melfi
Title: Vice President, Human Resources, Chief Legal Officer and Corporate Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA

By: 

Name: _____

Title: _____

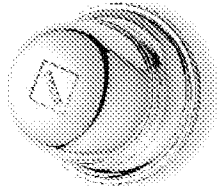
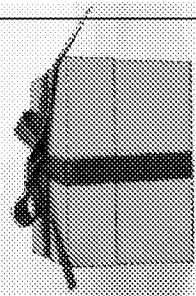
Carmela Massari
Senior Vice President
Wells Fargo Capital Finance
Corporation Canada

SCHEDULE I
to
CANADIAN TRADEMARK SECURITY AGREEMENT


Trademark Registrations/Applications

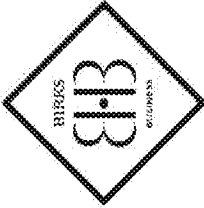
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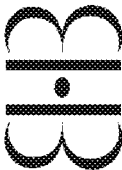
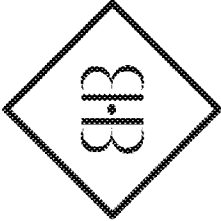
Canadian Trademarks

Trademark	Jurisdiction	Status	Wares & Services	Owner	Agent	Comments
BIRKS BEE FRIENDS	CDN	REGISTERED App. No.: 1,845,152 FD: 2017-07-06 Reg. #: 1,015,110 RD: 2019-02-14 Next Renewal: 2034-02-14	Jewelry	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP	
BIRKS BELL BOX 	CDN	FILED App. No.: 1,991,633 FD: 2019-10-23	Jewellery	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP	
BIRKS BLOOM	CDN	REGISTERED App. No.: 1867707 FD: 2017-11-14 Reg. #: TMA1,016,047 RD: 2019-02-26 Next Renewal: 2034-02-26	Jewelry	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP	
BIRKS BLUE BOX & RIBBON DESIGN 	CDN	FILED App. No.: 2010421 FD: 2020-02-06	Jewellery	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP	

Trademark	Jurisdiction	Status	Wares & Services	Owner	Agent	Comments
BIRKS BUSINESS	CDN	FILED App. No.: 1,960,641 FD: 2019-05-02	Class 35 Operation of a business of wholesale sales and corporate sales in jewellery, watches, clocks, and giftware, namely glassware, vases, candlesticks, picture frames, tableware, dinnerware, crystalware, silverware, flatware, hollowware, stemware, deskware, babywares, jewellery boxes, piggy banks, ornaments, figurines, stationary, dresswares, luggage, handbags; corporate gifts and recognition programs in the field of jewellery, watches,, clocks and giftware. Class 40 Engraving services; manufacturing services of jewellery, watches, clocks and giftware. Class 42 Custom design of jewellery, watches, clocks and giftware.	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP	
BIRKS DARE TO DREAM	CDN	FILED App. No.: 2,008,576 FD: 2020-01-29	Jewellery	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP	

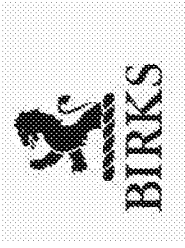
Trademark	Jurisdiction	Status	Wares & Services	Owner	Agent	Comments
BIRKS DOUBLE B BUSINESS & DESIGN 	CDN	FILED App. No.: 1,959,748 FD: 2019-04-29	Class 35 Operation of a business of wholesale sales and corporate sales in jewellery, watches, clocks, and giftware, namely glassware, vases, candlesticks, picture frames, tableware, dinnerware, crystalware, silverware, flatware, hollowware, stemware, hollowware, stemware, deskware, babywares, jewellery boxes, piggy banks, ornaments, figurines, stationary, dresswares, luggage, handbags; corporate gifts and recognition programs in the field of jewellery, watches, clocks and giftware. Class 40 Engraving services; manufacturing services of jewellery, watches, clocks and giftware. Class 42 Custom design of jewellery, watches, clocks and giftware.	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP	

Trademark	Jurisdiction	Status	Wares & Services	Owner	Agent	Comments
BIRKS DOUBLE B BUSINESS & DIAMOND DESIGN 	CDN	FILED App. No.: 1,959,747 FD: 2019-04-29	Class 35 Operation of a business of wholesale sales and corporate sales in jewellery, watches, clocks, and giftware, namely glassware, vases, candlesticks, picture frames, tableware, dinnerware, crystalware, silverware, flatware, hollowware, stemware, deskware, babywares, jewellery boxes, piggy banks, ornaments, figurines, stationary, dresswares, luggage, handbags; corporate gifts and recognition programs in the field of jewellery, watches, clocks and giftware. Class 40 Engraving services; manufacturing services of jewellery, watches, clocks and giftware. Class 42 Custom design of jewellery, watches, clocks and giftware.	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP	

Trademark	Jurisdiction	Status	Wares & Services	Owner	Agent	Comments
BIRKS ICONIC	CDN	REGISTERED App. No.: 1,867,706 FD: 2017-11-14 Reg. #: TMA1,016,046 RD: 2019-02-26 Next Renewal: 2034-02-26	Jewelry	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP	
BIRKS PETALE	CDN	REGISTERED App. No.: 1,883,993 FD: 2018-02-20 Reg. #: TMA1,015,755 RD: 2019-02-22 Next Renewal: 2034-02-22	Jewelry	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP	
DOUBLE B BIRKS & DESIGN  BIRKS	CDN	REGISTERED App. No.: 1,907,774 FD: 2018-07-05 Reg. #: TMA1,054,149 RD: 2019-09-13 Next Renewal: 2029-09-13	Watches	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP	
DOUBLE B & DIAMOND DESIGN 	CDN	REGISTERED App. No.: 1,907,775 FD: 2018-07-05 Reg. #: TMA1,079,209 RD: 2020-06-02 Next Renewal: 2030-06-02	Jewellery	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP	

Trademark	Jurisdiction	Status	Wares & Services	Owner	Agent	Comments
THE MOMENT YOU KNOW	CDN	FILED App. No.: FD: 2021-12-08	Class 14: jewellery and watches Class 35: online, retail and corporate sales of jewellery, watches, writing instruments and giftware, namely, picture frames, babywares and ornaments	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP	

US Trademarks

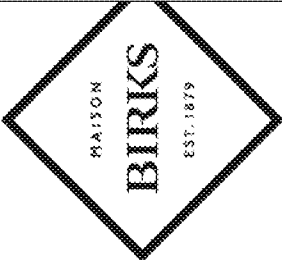
Trademark	Jurisdiction	Status	Wares & Services	Owner	Agent	Comments
BIRKS & LION DESIGN 	US	REGISTERED SN. No.: 87/957,783 FD: 2018-06-11 Reg. # 5,695,381 RD: 2019-03-12 Next Renewal: 2029-03-12	Jewelry, Watches	BIRKS GROUP INC.	HOLLAND & KNIGHT	
BIRKS BEE CHIC	US	FILED SN #: 90/404,746 FD: 2020-12-23	Jewellery	BIRKS GROUP INC.	HOLLAND & KNIGHT	
BIRKS DARE TO DREAM	US	FILED SN #: 90/404,750 FD: 2020-12-23	Jewellery	BIRKS GROUP INC.	HOLLAND & KNIGHT	

Trademark	Jurisdiction	Status	Wares & Services	Owner	Agent	Comments
BIRKS PÉTALE	US	FILED SN No.: 90/487,874 FD: 2021-01-26				
BIRKS ROCK & PEARL	US	FILED SN #: 90/404,749 FD: 2020-12-23	Jewellery	BIRKS GROUP INC.	HOLLAND & KNIGHT	
BIRKS SPLASH	US	FILED SN #: 90/404,751 FD: 2020-12-23	Jewellery	BIRKS GROUP INC.	HOLLAND & KNIGHT	

EU Trademarks

Trademark	Jurisdiction	Status	Wares & Services	Owner	Agent	Comments
BIRKS BEE CHIC	EU	REGISTERED App. No.: 017533555 FD: 2017-11-28 Reg. #: 017533555 RD: 2018-03-14 Next Renewal: 2027-11-28	Jewellery, horological and chronometric instruments	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP (MARCHAIS ASSOCIÉS)	
BIRKS MUSE	EU	REGISTERED App. No.: 017533449 FD: 2017-11-28 Reg. #: 017533449 RD: 2018-03-14 Next Renewal: 2027-11-28	Jewellery, horological and chronometric instruments	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP (MARCHAIS ASSOCIÉS)	
BIRKS PÉTALE	EU	FILED App. No.: 018584561 FD: 2021-10-22	Jewellery, horological and chronometric instruments	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP	

Trademark	Jurisdiction	Status	Wares & Services	Owner	Agent	Comments
BIRKS ROCK & PEARL	EU	REGISTERED App. No.: 017533563 FD: 2017-11-28 Reg. #: 017533563 RD: 2018-03-14 Next Renewal: 2027-11-28	Jewellery, horological and chronometric instruments	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP (MARCHAIS ASSOCIÉS)	
BIRKS ROSEEE DU MATIN	EU	REGISTERED App. No.: 017533472 FD: 2017-11-28 Reg. #: 017533472 RD: 2018-03-12 Next Renewal: 2027-11-28	Jewellery, horological and chronometric instruments	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP (MARCHAIS ASSOCIÉS)	
BIRKS SNOWFLAKE	EU	REGISTERED App. No.: 017533481 FD: 2017-11-28 Reg. #: 017533481 RD: 2018-03-12 Next Renewal: 2027-11-28	Jewellery, horological and chronometric instruments	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP (MARCHAIS ASSOCIÉS)	
BIRKS SPLASH	EU	REGISTERED App. No.: 017533514 FD: 2017-11-28 Reg. #: 017533514 RD: 2018-03-14 Next Renewal: 2027-11-28	Jewellery, horological and chronometric instruments	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP (MARCHAIS ASSOCIÉS)	
MAISON BIRKS EST. 1879	EU	REGISTERED App. No.: 017533531 FD: 2017-11-28 Reg. #: 017533531 RD: 2018-03-14 Next Renewal: 2027-11-28	Jewellery, horological and chronometric instruments	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP (MARCHAIS ASSOCIÉS)	

Trademark	Jurisdiction	Status	Wares & Services	Owner	Agent	Comments
MAISON BIRKS EST. 1879 & DESIGN 	EU	REGISTERED App. No.: 017533415 FD: 2017-11-28 Reg. #: 017533415 RD: 2018-03-13 Next Renewal: 2027-11-28	Jewellery, horological and chronometric instruments	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP (MARCHAIS ASSOCIES)	
PLAISIRS DE BIRKS	EU	REGISTERED App. No.: 017533506 FD: 2017-11-28 Reg. #: 017533506 RD: 2018-03-14 Next Renewal: 2027-11-28	Jewellery, horological and chronometric instruments	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP (MARCHAIS ASSOCIES)	

UK Trademarks

Trademark	Jurisdiction	Status	Wares & Services	Owner	Agent	Comments
BIRKS PÉTALE	UK	FILED App. No.: 3713273 FD: 2021-10-22	Jewellery, horological and chronometric instruments	BIRKS GROUP INC.	BORDEN LADNER GERVAIS LLP	