

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM737518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sterling Jewelers Inc.		06/27/2022	Corporation: DELAWARE
TXDC, L.P.		06/27/2022	Limited Partnership: TEXAS
Signet Group Services US Inc.		06/27/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America N.A.		
Street Address:	100 Federal Street		
Internal Address:	9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6747780	CAPTIVATING COLOR	
Serial Number:	90636174	VIBRANT SHADES	
Serial Number:	97258096	CELEBRATION IDEAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2012947-0011		
NAME OF SUBMITTER:	Catherine C. Maresh		
SIGNATURE:	/Catherine C. Maresh/		
DATE SIGNED:	06/28/2022		

OP \$90.00 6747780

Total Attachments: 7

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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 June 27, 2022, 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 and industrial designs,

including the registered Trademarks, industrial designs and Trademark and industrial design 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 and industrial designs 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 industrial designs 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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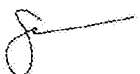
IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

STERLING JEWELERS INC., as a Grantor

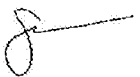
By: 
Name: Stash Ptak
Title: President

TXDC, L.P., as a Grantor

By: Zale Delaware, Inc., as General Partner

By: 
Name: Stash Ptak
Title: President

SIGNET GROUP SERVICES US INC., as a Grantor

By: 
Name: Stash Ptak
Title: President

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

By: Courtney Kolb
Name: Courtney Kolb
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007764 FRAME: 0092

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

United States Trademark Applications:

Loan Party	Application Number	Application Date	Trademark
Sterling Jewelers Inc.	90636174	04/09/2021	VIBRANT SHADES
TXDC, L.P.	97258096	02/08/2022	CELEBRATION IDEAL

United States Trademark Registrations:

Loan Party	Registration Number	Registration Date	Trademark
Sterling Jewelers Inc.	6747780	05/31/2022	CAPTIVATING COLOR

Canadian Trademark Applications:

Current Owner/ Applicant	File Date	Application No.	Trademark
Sterling Jewelers Inc.	2021-08-04	2124931	LUMINOUS CUT
Sterling Jewelers Inc.	2021-08-04	2124942	LUMINOUS CUT
Sterling Jewelers Inc.	2021-08-19	2128444	VAULT REWARDS BY JARED
Sterling Jewelers Inc.	2021-08-19	2128446	VAULT REWARDS BY KAY
Sterling Jewelers Inc.	2021-10-14	2140331	VAULT REWARDS
Sterling Jewelers Inc.	2021-10-19	2140988	THE KISS COLLECTION
Sterling Jewelers Inc.	2022-03-03	2170539	JARED ATELIER
TXDC, L.P.	2021-08-19	2128445	VAULT REWARDS BY ZALES
TXDC, L.P.	2021-11-04	2145346	OUR LOVE IS A FAIRYTALE
TXDC, L.P.	2021-11-04	2145347	WRITE YOUR OWN FAIRYTALE
TXDC, L.P.	2022-02-10	2166000	CELEBRATION IDEAL

Canadian Industrial Designs:

10894813v3

Current Owner/ Applicant	Industrial Design	Registration Date	Application No.
Signet Group Services US Inc.	<u>PENDANT WITH CROSSING FEATURES</u>	2018/08/09	177695
Signet Group Services US Inc.	<u>EARRING</u>	2017/06/22	170863
Signet Group Services US Inc.	<u>PENDANT</u>	2017/06/22	174532
Signet Group Services US Inc.	<u>PENDANT</u>	2017/06/22	170862
Signet Group Services US Inc.	<u>RING</u>	2016/10/06	166949
Signet Group Services US Inc.	<u>RING</u>	2016/10/06	166948
Signet Group Services US Inc.	<u>RING</u>	2016/10/06	167245

TRADEMARK

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10894813v3

RECORDED: 06/28/2022