

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Nile, Inc.		01/25/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
Internal Address:	4th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6576592	THE GALLERY COLLECTION	
Registration Number:	6673869	BN	
Registration Number:	5757793	BLUE NILE	
Registration Number:	5769774	BLUE NILE	
Registration Number:	5909298	ASTOR BY BLUE NILE	
Registration Number:	5511215	BLUE NILE	
Registration Number:	5511224	BN	
Registration Number:	5118934	BLUE NILE	
Registration Number:	4352369	BUILD YOUR OWN RING	
Registration Number:	4125334	BUILD YOUR OWN DIAMOND JEWELRY	
Registration Number:	4125335	BUILD YOUR OWN FIVE-STONE RING	
Registration Number:	3398442	BUILD YOUR OWN DIAMOND PENDANT	
Registration Number:	3394852	BUILD YOUR OWN EARRINGS	
Registration Number:	3394853	BUILD YOUR OWN THREE-STONE RING	
Registration Number:	3336051	BUILD YOUR OWN RING	
Registration Number:	2613119	BN BLUE NILE	
Registration Number:	2613120	BN	
Registration Number:	2523271	BN	

OP \$540.00 6576592

Property Type	Number	Word Mark
Registration Number:	2565804	B N BLUE NILE
Registration Number:	2559555	BLUE NILE
Registration Number:	2450117	BLUE NILE

CORRESPONDENCE DATA

Fax Number:

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: 6172485000

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:	Sara M. Bauer
SIGNATURE:	/sara bauer/
DATE SIGNED:	01/26/2023

Total Attachments: 6

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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 January 25, 2023, is made by the Person listed on the signature pages hereof (the “*Grantor*”) 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 by that certain First Amendment to Credit Agreement, dated as of January 29, 2020, as further amended by that certain Second Amendment to Credit Agreement, dated as of July 28, 2021 and as further amended, amended and restated, 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, the 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 Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has 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, the 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. The 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 the 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. The 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. The 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.

[Remainder of this Page Intentionally Left Blank]

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

BLUE NILE, INC., as the Grantor

By: _____
Name: Stash Ptak
Title: President

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

By: _____
Name: Courtney Kolb
Title: Vice President

[Signature Page to Trademark Security Agreement (Blue Nile)]

TRADEMARK
REEL: 007952 FRAME: 0683

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

BLUE NILE, INC., as the 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 (Blue Nile)]

TRADEMARK
REEL: 007952 FRAME: 0684

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
THE GALLERY COLLECTION	6576592	11/30/2021
	6673869	3/15/2022
BLUE NILE	5757793	5/21/2019
BLUE NILE	5769774	6/4/2019
	5909298	11/12/2019
BLUE NILE	5511215	7/10/2018
	5511224	7/10/2018
BLUE NILE	5118934	1/10/2017
BUILD YOUR OWN RING	4352369	6/18/2013
BUILD YOUR OWN DIAMOND JEWELRY	4125334	4/10/2012
BUILD YOUR OWN FIVE-STONE RING	4125335	4/10/2012
BUILD YOUR OWN DIAMOND PENDANT	3398442	3/18/2008
BUILD YOUR OWN EARRINGS	3394852	3/11/2008
BUILD YOUR OWN THREE-STONE RING	3394853	3/11/2008
BUILD YOUR OWN RING	3336051	11/13/2007
	2613119	8/27/2002

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	2613120	8/27/2002
	2523271	12/25/2001
 blue nile	2565804	4/30/2002
BLUE NILE	2559555	4/9/2002
BLUE NILE	2450117	5/8/2001