

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent, Trademark and Copyright Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quality Gold, Inc.		10/02/2023	Corporation: OHIO
Gold Limited Liability Company		10/02/2023	Corporation: CALIFORNIA
QGM, LLC		10/02/2023	Limited Liability Company: OHIO
Logoart LLC		10/02/2023	Limited Liability Company: KENTUCKY
Gold/Gold/Gold, Inc.		10/02/2023	Corporation: CALIFORNIA
J&M Group Holdings, Inc.		10/02/2023	Corporation: DELAWARE
L&L Group Holdings, LLC		10/02/2023	Limited Liability Company: OHIO
Gotham Ejewelry, LLC		10/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 93			
Property Type	Number	Word Mark	
Registration Number:	5434005	A S	
Registration Number:	1903518	A TRADITION THAT HONORS THE HIGHEST STAN	
Registration Number:	5871039	AFFORDABLE EXPRESSIONS	
Registration Number:	3955977	AMORE LA VITA CHARMS	
Registration Number:	5404556	ARCHER & SWAN	
Registration Number:	4099282	BELLE AMORE	
Registration Number:	4965947	BLOOMING BRIDAL	
Registration Number:	4091987	BRILLIANT EMBERS	
Registration Number:	2306031		

OP \$2340.00 5434005

Property Type	Number	Word Mark
Registration Number:	3270361	CAH
Registration Number:	4888438	CHERYL M
Registration Number:	3797515	CHISEL
Registration Number:	3655872	CHISEL
Registration Number:	3524991	CUDDLES
Registration Number:	6792348	ED
Registration Number:	4421812	DE-ANI
Registration Number:	5712893	DEBEER WATCH BANDS
Registration Number:	4882435	
Registration Number:	4110216	DIAMONORE
Registration Number:	2705516	EJEWELRY
Registration Number:	3682441	EMMA EG GRACE
Registration Number:	5995966	EMMA GRACE
Registration Number:	3763981	EMMA GRACE
Registration Number:	5424198	ENDLESS LIGHT
Registration Number:	5424197	ENDURING LIGHT
Registration Number:	6615620	ETERNAL PROMISE
Registration Number:	5845824	FIRST PROMISE
Registration Number:	4966041	GEMMAG
Registration Number:	5957261	GOLDEN TREASURES
Registration Number:	5587797	GOLDITTA
Registration Number:	1246327	H
Registration Number:	1449589	HERCO
Registration Number:	1641215	IBG
Registration Number:	5329555	IBG
Registration Number:	4740832	IBGOODMAN
Registration Number:	5516827	JERE
Registration Number:	4720547	JEWELRY JUST FOR YOU
Registration Number:	1658934	LESLIE'S
Registration Number:	4121852	LLJ
Registration Number:	3569091	LOGOART
Registration Number:	5527632	LUXURY GIFTWARE BY JERE
Registration Number:	5526504	LUXURY KNIFE COLLECTION
Registration Number:	4191280	MADI K
Registration Number:	5593772	MIO MEMENTO
Registration Number:	2631631	NAJ
Registration Number:	4739854	NIGHTFALL
Registration Number:	6309454	ORO SPLENDOR

Property Type	Number	Word Mark
Registration Number:	6667124	ORO SPOTLIGHT
Registration Number:	4653184	PERSONALLY STACKABLE
Registration Number:	4075302	POSSIBILITIES ARE ENDLESS
Registration Number:	5429208	PRIMAL
Registration Number:	5303037	PRIMAL GOLD
Registration Number:	5868700	PRIMAL SILVER
Registration Number:	5423968	PRIMAL STEEL
Registration Number:	5984624	PURE ETERNITY
Registration Number:	5891564	PURE FIRE
Registration Number:	5424182	PURE LIGHT
Registration Number:	6844091	PURE SERENITY
Registration Number:	2683231	QG
Registration Number:	5495450	QG
Registration Number:	2680633	QGI
Registration Number:	2921394	QGM
Registration Number:	4267160	QGOLD
Registration Number:	5538333	QUALITY GOLD
Registration Number:	4539391	RADIANT ESSENCE
Registration Number:	5607489	RADIANT FIRE
Registration Number:	3826291	REFLECTION BEADS
Registration Number:	3506051	ROTATIONS
Registration Number:	3804116	SENTIMENTAL EXPRESSIONS
Registration Number:	4029103	SHEY COUTURE
Registration Number:	3871448	SI
Registration Number:	5162109	SILVER NOTES
Registration Number:	3699413	SIMPLY STARZ
Registration Number:	3374352	SOPHIE MILLER
Registration Number:	4468591	SPOTLIGHT
Registration Number:	4092012	STACKABLE EXPRESSIONS
Registration Number:	4459785	STACKS & STONES
Registration Number:	4325756	STERLING SHIMMER
Registration Number:	3659206	SWINGTIME
Registration Number:	5618626	TO
Registration Number:	5618627	TO TRUE ORIGIN
Registration Number:	5891563	TRUE FIRE
Registration Number:	6322783	TRUE ITALY
Registration Number:	5424183	TRUE LIGHT
Registration Number:	5526018	TRUE ORIGIN

Property Type	Number	Word Mark
Registration Number:	6847904	TWO PROMISES
Registration Number:	3506050	VERSIL
Registration Number:	3842772	WHAT'S YOUR STORY?
Registration Number:	3690148	WHITE NIGHT DIAMONDS
Registration Number:	2437275	ZE
Registration Number:	2437276	ZE
Serial Number:	98082227	G
Serial Number:	98062227	GOLD LLC

CORRESPONDENCE DATA

Fax Number: 4125621041
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: 4125621637
Email: vicki.cremonese@bipc.com
Correspondent Name: Michael L. Dever
Address Line 1: Suite 200
Address Line 2: 501 Grant Street
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

NAME OF SUBMITTER:	Michael L. Dever
SIGNATURE:	/Michael L. Dever/
DATE SIGNED:	10/12/2023

Total Attachments: 25
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of October 2, 2023 is entered into by and among EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME (each a "Pledgor" and collectively, the "Pledgors") and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders referred to below (the "Administrative Agent").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among Quality Gold, Inc., an Ohio corporation ("QGI"), Gold Limited Liability Company, a California limited liability company ("GLLC"), QGM, LLC, an Ohio limited liability company ("QGM"), and LogoArt, LLC, a Kentucky limited liability company ("Logo", and together with QGI, GLLC and QGM, each a "Borrower" and collectively, the "Borrower" or "Borrowers"), the Guarantors a party thereto (the "Guarantors"), the Lenders a party thereto (the "Lenders") and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrowers, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein: (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement; and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of Ohio, as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, 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 reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Secured Obligations" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Administrative Agent, the Lenders, or any provider of any Lender Provided Interest Rate Hedge

or any provider of any Other Lender Provided Financial Service Product under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Administrative Agent, the Lenders, or any provider of any Lender Provided Interest Rate Hedge or any provider of any Other Lender Provided Financial Service Product, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to any Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Administrative Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Administrative Agent or any of the Lenders of any obligations incurred in connection with any Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product provided by the Administrative Agent or such Lenders pursuant to the Credit Agreement; and (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any Obligation. Notwithstanding anything to the contrary contained herein, Secured Obligations shall specifically exclude any and all Excluded Hedge Liabilities.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and their respective affiliates, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants, and covenants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent; and

(j) such Pledgor shall preserve its existence as a corporation, partnership or a limited liability company, as applicable, and except as permitted by the Credit Agreement, shall not: (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor; or (ii) sell all or substantially all of its assets.

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrowers, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

5. Each Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly paid in full, all Commitments have been terminated and all Letters of Credit and Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products have expired or been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. If, before Payment In Full of all of the Secured Obligations and expiration of termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after Payment In Full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released. Nothing in this Agreement waives any duty of the Administrative agent or any right of Pledgor which cannot be waived

under Section 9-602 of the UCC or other mandatory provisions of applicable Law which cannot be waived.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. Upon Payment In Full of all of the Secured Obligations and expiration or termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Except to the extent not material to its business, each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until Payment In Full of the Secured Obligations and expiration or termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. Except to the extent not material to its business, no Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall in accordance with Section 10, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Without limitation of the preceding Subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products and the value of the benefits described in Paragraph 25 hereof, including (and to the extent not inconsistent with applicable federal and state laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products, or

(ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 26 hereof with respect to additions and supplements to Schedule A hereto.

17. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 [Taxes] of the Credit Agreement and shall make all payments free and clear of Taxes to the extent required therein.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Ohio, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of Ohio.

20. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any state or federal court sitting in the State of Ohio, in any action or proceeding arising out of or relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 20. The Process Agent is QGI, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Pledgors and agrees to act as Process Agent on behalf of the Pledgors.

21. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

22. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

23. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

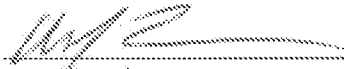
24. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights: (a) to inspect the books and records related

[SIGNATURE PAGE – PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

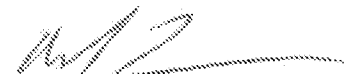
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGORS:


QUALITY GOLD, INC.

By: 
Name: Michael Langhammer
Title: Chief Executive Officer

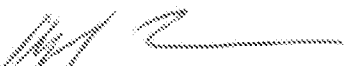
GOLD LIMITED LIABILITY COMPANY

By: 
Name: Michael Langhammer
Title: Chief Financial Officer


QGM, LLC

By: 
Name: Michael Langhammer
Title: Manager

LOGOART LLC

By: 
Name: Michael Langhammer
Title: President / Treasurer

GOLD/GOLD/GOLD, INC.

By: 
Name: Michael Langhammer
Title: Chief Financial Officer

[PLEDGOR SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE – PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

PLEDGORS:

J&M GROUP HOLDINGS, INC.

By: 

Name: *Michael Langhammer*

Title: *President / Secretary*

L & L GROUP HOLDINGS, LLC

By: 

Name: *Michael Langhammer*

Title: *President / Treasurer*

GOTHAM EJEWELRY, LLC

By: 

Name: *Michael Langhammer*

Title: *President / Treasurer*

TRADEMARK

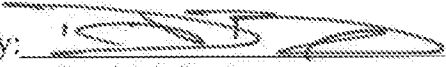
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

[SIGNATURE PAGE TO SECURITY AGREEMENT]




[SIGNATURE PAGE – PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]



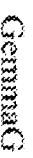



ADMINISTRATIVE AGENT:




PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: David C. Beckett
Title: Senior Vice President



Mark	Image	Country	Status	Current Owner	Appl. No.	Appl. Date	Reg. No.	Req. Date	Classes	Goods
A S		United States	Registered	Quality Gold, Inc.	87/017,256	04/28/2016	5,434,005	03/27/2018	14	Jewelry
A S (and Leaf Design)		Canada	Registered	Quality Gold, Inc.	1817891	01/11/2017	TMA1067998	07/08/2020	14	Jewelry
A TRADITION THAT HONORS THE HIGHEST STANDARDS		United States	Registered	Quality Gold, Inc.	74/471,917	12/20/1993	1,903,518	07/04/1995	14	Jewelry
AFFORDABLE EXPRESSIONS		Canada	Registered	Quality Gold, Inc.	1499770	10/14/2010	TMA958130	12/15/2016	14	Jewelry
AFFORDABLE EXPRESSIONS		United States	Registered	Quality Gold, Inc.	88/000,772	06/14/2018	5,871,039	10/01/2019	14	Jewelry
AMORE LA VITA CHARMS		Canada	Registered	Quality Gold, Inc.	1497197	09/24/2010	858980	08/30/2013	14	Jewelry
AMORE LA VITA CHARMS		United States	Registered	Quality Gold, Inc.	85/037,278	05/13/2010	3,955,977	05/03/2011	14	Jewelry including charms
ARCHER & SWAN		Canada	Registered	Quality Gold, Inc.	1817888	01/11/2017	TMA1064265	11/26/2019	14	Jewelry
ARCHER & SWAN		United States	Registered	Quality Gold, Inc.	87/278,295	12/22/2016	5,404,556	02/20/2018	14	Jewelry
BELLE AMORE		United States	Registered	Quality Gold, Inc.	77/467,941	05/07/2008	4,099,282	02/14/2012	14	Jewelry
BLOOMING BRIDAL		United States	Registered	Quality Gold, Inc.	86/554,973	05/05/2015	4,965,947	05/24/2016	14	Gold, Silver, Diamond and Gemstone Jewelry
BOTANICAL HARVEST		Canada	Registered	Quality Gold, Inc.	1483805	12/21/2009	838358	12/12/2012	14	Jewelry
BRILLIANT EMBERS		Canada	Registered	Quality Gold, Inc.	1499768	10/14/2010	859851	09/10/2013	14	Jewelry
BRILLIANT EMBERS		United States	Registered	Quality Gold, Inc.	85/152,310	10/14/2010	4,091,987	07/24/2012	14	Jewelry
Buster's Silhouette		United States	Registered	Quality Gold, Inc.	75/578,936	10/28/1998	2,306,031	07/04/2000	14	Jewelry
CAH		United States	Registered	Quality Gold, Inc.	78/930,898	07/17/2006	3,270,361	07/24/2007	14	Jewelry and watches
CELEBRATION BEADS		Canada	Registered	Quality Gold, Inc.	1585432	09/24/2012	917,078	10/14/2015	14	Jewelry
CHERYL M		United States	Registered	Quality Gold, Inc.	86/617,673	05/01/2015	4,888,438	07/19/2016	14	Jewelry
CHISEL		Canada	Registered	Quality Gold, Inc.	1373141	11/14/2007	778475	09/29/2010	14	Key chains, Jewelry and money clips




CHISEL		United States	Registered	Quality Gold, Inc.	77/976,336	05/22/2007	3,797,515	06/01/2010	16	Money clips
CHISEL		United States	Registered	Quality Gold, Inc.	77/977,270	05/22/2007	3,655,872	07/14/2009	6, 14	Metal key chains %, Jewelry and watches
CUDDLES		Canada	Registered	Quality Gold, Inc.	1373140	11/14/2007	807,007	09/19/2011	14	Jewelry
CUDDLES		Great Britain	Registered	Quality Gold, Inc.	2472306	11/14/2007	2472306	06/06/2008	14	Jewelry
CUDDLES		United States	Registered	Quality Gold, Inc.	771179,845	05/14/2007	3,524,991	10/28/2008	14	Jewelry
DE Logo		United States	Registered	Quality Gold, Inc.	90/563,338	03/05/2021	6,792,348	07/19/2022	14	Jewelry
DE'ANI		United States	Registered	Quality Gold, Inc.	85/881,232	03/20/2013	4,421,812	10/22/2013	14	Jewelry
DEBEER WATCH BANDS		United States	Registered	Quality Gold, Inc.	88/025,215	07/03/2018	5,712,893	04/02/2019	14	Leather watch bands and leather straps
Diamond Design		United States	Registered	Quality Gold, Inc.	86/326,806	07/02/2014	4,882,435	07/05/2016	14	Jewelry
DIAMONORE		United States	Registered	Quality Gold, Inc.	85/289,026	04/07/2011	4,110,216	03/06/2012	14	man made zirconium crystals for use as jewelry
EJEWELRY		United States	Registered	Quality Gold, Inc.	75/929,574	02/25/2000	2,705,516	04/08/2003	35	on-line retail store services featuring jewelry
EMMA EG GRACE (stylized and/or with design)		United States	Registered	Quality Gold, Inc.	77/623,475	12/01/2008	3,682,441	09/15/2009	14	Jewelry
EMMA GRACE		United States	Registered	Quality Gold, Inc.	88/555,995	07/31/2019	5,995,986	02/25/2020	14	Jewelry
EMMA GRACE		United States	Registered	Quality Gold, Inc.	77/440,403	04/04/2008	3,763,981	03/23/2010	14	Jewelry containing cultured diamonds
ENDLESS LIGHT		Canada	Registered	Quality Gold, Inc.	1804531	10/13/2016	TMA1057127	10/02/2019	14	Jewelry, gemstones; moissanite gemstones
ENDLESS LIGHT		China P. R.	Registered	Quality Gold, Inc.	22318213	12/20/2016	22318213	07/28/2018	14	Jewelry, gemstones; moissanite gemstones
ENDLESS LIGHT		India	Registered	Quality Gold, Inc.	3385490	10/24/2016	3385490	03/26/2018	14	Jewelry, gemstones; moissanite gemstones
ENDLESS LIGHT		United States	Registered	Quality Gold, Inc.	87/102,785	07/13/2016	5,424,198	03/13/2018	14	Jewelry, gemstones; moissanite gemstones
ENDURING LIGHT		Canada	Registered	Quality Gold, Inc.	1804529	10/13/2016	TMA1057128	10/02/2019	14	Jewelry, gemstones; moissanite gemstones

ENDURING LIGHT		China P.R.	Registered	Quality Gold, Inc.	22318212	12/20/2016	22318212	01/28/2018	14	Jewelry, gemstones; moissanite gemstones
ENDURING LIGHT		India	Registered	Quality Gold, Inc.	3395489	10/24/2016	3395489	05/22/2017	14	Jewelry, gemstones; moissanite gemstones
ENDURING LIGHT		United States	Registered	Quality Gold, Inc.	87102757	07/13/2016	5,424,197	03/13/2018	14	jewelry, gemstones; moissanite gemstones
ETERNAL PROMISE		United States	Registered	Quality Gold, Inc.	877786880	01/31/2018	6,615,620	01/11/2022	14	Jewelry, gemstones, lab-grown gemstones
FIRST PROMISE		United States	Registered	Quality Gold, Inc.	861879,943	01/19/2016	5,845,824	08/27/2019	14	Jewelry made in whole or significant part of diamonds, gold, silver and gemstones
G and Halo Design		Canada	Filed	Quality Gold, Inc.	2270093	07/18/2023			14	Jewelry
G and Halo Design		United States	Filed	Quality Gold, Inc.	98082,227	07/12/2023			14	Jewelry
GEMMAG		United States	Registered	Quality Gold, Inc.	861571,195	05/20/2015	4,966,041	05/24/2016	14	Jewelry, jewelry made in whole or significant part of diamonds, gold, silver, and gemstones
GOLD LLC		United States	Filed	Quality Gold, Inc.	98062,227	06/28/2023			14	Jewelry
GOLDEN TREASURES		Canada	Registered	Quality Gold, Inc.	1937752	12/21/2018	TMA1125337	04/07/2022	14	Jewelry
GOLDEN TREASURES		United States	Registered	Quality Gold, Inc.	88219,791	12/06/2018	5,957,281	01/07/2020	14	Jewelry
GOLDITTA		United States	Registered	Quality Gold, Inc.	871631,676	10/03/2017	5,587,797	10/16/2018	14	Jewelry
H (design)		United States	Registered	Quality Gold, Inc.	73352,144	02/28/1982	1,246,327	07/26/1983	14	Jewelry
HERCO (design)		United States	Registered	Quality Gold, Inc.	731632,956	11/28/1986	1,449,589	07/28/1987	14	JEWELRY
IBG		United States	Registered	Quality Gold, Inc.	74058,470	05/14/1990	1,641,215	04/16/1991	14	Jewelry
IBG Enclosed Triangle Design		United States	Registered	Quality Gold, Inc.	87420,160	04/21/2017	5,329,555	11/07/2017	14	Jewelry
IBGOODMAN		United States	Registered	Quality Gold, Inc.	861326,610	07/02/2014	4,740,832	05/19/2015	14	Jewelry
JERE		Canada	Registered	Quality Gold, Inc.	1871514	12/05/2017	TMA1070424	01/22/2020	6, 14, 34	Figurines and statuettes of pewter decorated with embellishments of crystal, enamel, and precious and non-precious metals % Jewelry, cuff links, jewelry boxes, jewelry ring holders, cases
JERE		United States	Registered	Quality Gold, Inc.	871475,990	06/05/2017	5,516,827	07/17/2018	6, 14, 34	Figurines and statuettes of pewter decorated with embellishments of crystal, enamel, or precious and non-precious metals % Jewelry, cuff links, jewelry boxes, jewelry ring holders,
JESUS IS THE CROSS DESIGN		United States	Registered	Quality Gold, Inc.	MAILED	10/15/2013	VA-1-889-813	10/15/2013		


JEWELRY JUST FOR YOU		United States	Registered	Quality Gold, Inc.	85/685,512	07/24/2012	4,720,547	04/14/2015	14,40	Jewelry % manufacture of jewelry to the specifications of others
KETAN CUT		Canada	Filed	Quality Gold, Inc.	2201007	07/28/2022			14	Jewelry, gemstones
KETAN CUT		India	Filed	Quality Gold, Inc.	5765910	01/16/2023			14	Jewelry, gemstones
KETAN CUT		United States	Filed	Quality Gold, Inc.	97/522,329	07/27/2022			14	Jewelry, gemstones
KETAN KUT		Canada	Filed	Quality Gold, Inc.	2201010	07/28/2022			14	Jewelry, gemstones
KETAN KUT		India	Filed	Quality Gold, Inc.	5765911	01/16/2023			14	Jewelry, gemstones
KETAN KUT		United States	Filed	Quality Gold, Inc.	97/522,334	07/27/2022			14	Jewelry, gemstones
LESUES		United States	Registered	Quality Gold, Inc.	74/052,052	04/23/1990	1,656,934	10/01/1991	14	Jewelry
LESUES (Swized)		Canada	Registered	Quality Gold, Inc.	1773832	03/23/2016	TMA/974576	06/28/2017	14	Jewelry
LLJ		United States	Registered	Quality Gold, Inc.	85/403,546	08/22/2011	4,121,852	04/03/2012	14	Jewelry
LUKURY GIFTWARE BY JERE		Canada	Registered	Quality Gold, Inc.	1871515	12/05/2017	TMA1070422	01/22/2020	6,14,34	Figurines and statuettes of pewter decorated with embellishments of crystal, enamel, and precious and non-precious metals % Jewelry cuff links; Jewelry boxes; Jewelry ring holders; cases
LUKURY GIFTWARE BY JERE		United States	Registered	Quality Gold, Inc.	87/475,956	06/05/2017	5,527,632	07/31/2018	6,14,34	Figurines and statuettes of pewter decorated with embellishments of crystal, enamel, or precious and non-precious metals % Jewelry, cuff links; Jewelry boxes; Jewelry ring holders; pocket knives; chef knives; hunting knives
LUKURY KNIFE COLLECTION		United States	Registered	Quality Gold, Inc.	87/475,947	06/05/2017	5,526,504	07/24/2018	8	
MADI K		Canada	Registered	Quality Gold, Inc.	1556707	12/16/2011	893026	12/29/2014	14	Jewelry
MADI K		United States	Registered	Quality Gold, Inc.	85/152,533	10/14/2010	4,191,280	08/14/2012	14	Jewelry
MIO MEMENTO		Canada	Registered	Quality Gold, Inc.	1891954	04/05/2018	TMA1084818	10/14/2020	14	Jewelry
MIO MEMENTO		United States	Registered	Quality Gold, Inc.	87/695,170	11/22/2017	5,593,772	10/30/2018	14	Jewelry
NAU		United States	Registered	Quality Gold, Inc.	76/363,354	01/24/2002	2,631,631	10/08/2002	14	Jewelry
NIGHTFALL		United States	Registered	Quality Gold, Inc.	88/058,141	09/06/2013	4,739,854	05/19/2015	14	Jewelry
ORO SPLENDOR		United States	Registered	Quality Gold, Inc.	88/199,566	11/19/2018	6,309,454	03/30/2021	14	Jewelry made in whole or in significant part of gold

ORO SPOTLIGHT	United States	Registered	Quality Gold, Inc.	88/199,581	11/19/2018	6,867,124	03/08/2022	14	Gold Jewelry
PERSONALLY STACKABLE	Canada	Registered	Quality Gold, Inc.	15688457	03/13/2012	929810	02/25/2016	14	Jewelry
PERSONALLY STACKABLE	United States	Registered	Quality Gold, Inc.	85/421,002	09/13/2011	4,653,184	12/09/2014	14	Jewelry
POSSIBILITIES ARE ENDLESS	United States	Registered	Quality Gold, Inc.	85/247,255	02/21/2011	4,075,302	12/20/2011	14	Jewelry
PRIMAL	Canada	Registered	Quality Gold, Inc.	1804533	10/13/2016	TMA1057112	10/02/2019	14	Jewelry
PRIMAL	United States	Registered	Quality Gold, Inc.	87/150,834	08/25/2016	5,429,208	03/20/2018	14	Jewelry
PRIMAL GOLD	Canada	Registered	Quality Gold, Inc.	1804532	10/13/2016	TMA1057114	10/02/2019	14	Jewelry
PRIMAL GOLD	United States	Registered	Quality Gold, Inc.	87/150,819	08/25/2016	5,303,037	10/03/2017	14	Jewelry consisting in whole or in substantial part of gold
PRIMAL SILVER	Canada	Registered	Quality Gold, Inc.	1795219	08/10/2016	TMA1057120	10/02/2019	14, 16	Jewelry, key chains % Money clips
PRIMAL SILVER	United States	Registered	Quality Gold, Inc.	86/933,692	03/09/2016	5,888,700	08/24/2019	14, 16	Jewelry made in whole or in significant part of sterling silver, key chains made in whole or in significant part of sterling silver % Money clips
PRIMAL STEEL	Canada	Registered	Quality Gold, Inc.	1795216	08/10/2016	TMA1057121	10/02/2019	6, 14, 16	Metal key chains % Jewelry % Money clips
PRIMAL STEEL	United States	Registered	Quality Gold, Inc.	86/932,485	03/09/2016	5,423,988	03/13/2018	14, 6, 16	Jewelry consisting in whole or in substantial part of stainless steel % Key chains % Money clips
PRIZMA	Canada	Registered	Quality Gold, Inc.	1953746	03/28/2019	TMA1125824	04/13/2022	14	Jewelry
PURE ETERNITY	Canada	Registered	Quality Gold, Inc.	1795212	08/10/2016	TMA1039883	07/11/2019	14	Jewelry, lab grown precious stones
PURE ETERNITY	United States	Registered	Quality Gold, Inc.	86/906,217	02/12/2016	5,984,624	02/11/2020	14	Jewelry, lab grown precious stones
PURE FIRE	United States	Registered	Quality Gold, Inc.	87/017,934	04/28/2016	5,891,584	10/22/2019	14	Jewelry, gemstones, moissanite gemstones
PURE LIGHT	Australia	Filed	Quality Gold, Inc.	1819421	01/09/2017			14	Jewelry, gemstones, moissanite gemstones
PURE LIGHT	Canada	Registered	Quality Gold, Inc.	1804527	10/13/2016	TMA1057108	10/02/2019	14	Jewelry, gemstones, moissanite gemstones
PURE LIGHT	China P. R.	Registered	Quality Gold, Inc.	22318210	12/20/2016	22318210	01/28/2018	14	Jewelry, gemstones, moissanite gemstones
PURE LIGHT	Great Britain	Registered	Quality Gold, Inc.	3205539	01/09/2017	3205539	04/14/2017	14	Jewelry, gemstones, moissanite gemstones

Device	Country	Registered	Quality Gold, Inc.	017511296	11/22/2017	UK00917511296	03/13/2018	14, 35	Jewelry, gemstones, and watches. % Retail and wholesale services including online retail and wholesale services, all connected with jewelry, gemstones and watches, including jewelry
	United States	Registered	Quality Gold, Inc.	85/857,754	02/22/2013	4,539,391	05/27/2014	14	Jewelry, gemstones, and watches, including jewelry
RADIANT FIRE	Canada	Registered	Quality Gold, Inc.	1887004	03/08/2018	TMA1061192	10/30/2019	14	Jewelry, gemstones, moissanite gemstones
RADIANT FIRE	United States	Registered	Quality Gold, Inc.	87/017,919	04/28/2016	5,607,489	11/13/2018	14	Jewelry, gemstones, moissanite gemstones
REFLECTION BEADS	Canada	Registered	Quality Gold, Inc.	1463611	12/21/2009	838359	12/12/2012	14	Jewelry
REFLECTION BEADS	United States	Registered	Quality Gold, Inc.	77/773,346	07/02/2009	3,826,291	07/27/2010	14	Jewelry
REFLECTIONS BY SIMSTARS	Canada	Registered	Quality Gold, Inc.	1444294	07/09/2009	828770	06/20/2012	14	Jewelry
ROTATIONS	United States	Registered	Quality Gold, Inc.	77/179,837	05/14/2007	3,506,051	09/23/2008	14	Watch boxes and watch cases
SENTIMENTAL EXPRESSIONS	Canada	Registered	Quality Gold, Inc.	1442363	06/22/2009	826079	06/12/2012	14	Jewelry
SENTIMENTAL EXPRESSIONS	United States	Registered	Quality Gold, Inc.	77/640,074	12/28/2008	3,804,116	06/15/2010	14	Jewelry
SHEY COUTURE	United States	Registered	Quality Gold, Inc.	77/468,889	05/08/2008	4,029,103	08/20/2011	14	Jewelry
SI (STYLIZED AND/OR WITH DESIGN)	United States	Registered	Quality Gold, Inc.	77/861,529	10/30/2009	3,871,448	11/02/2010	14	Jewelry
	Canada	Registered	Quality Gold, Inc.	1777105	04/13/2016	TMA973189	06/12/2017	14	Jewelry
SILVER NOTES	United States	Registered	Quality Gold, Inc.	86/786,455	10/13/2015	5,182,109	03/14/2017	14	Jewelry
SIMPLY STARZ	United States	Registered	Quality Gold, Inc.	77/189,101	05/24/2007	3,699,413	10/20/2009	14	Jewelry
SOPHIE MILLER	United States	Registered	Quality Gold, Inc.	78/931,351	07/17/2006	3,374,352	01/22/2008	14	Jewelry
SPOTLIGHT	Canada	Registered	Quality Gold, Inc.	1600292	10/30/2012	905508	06/05/2015	14	Jewelry
SPOTLIGHT	United States	Registered	Quality Gold, Inc.	85/620,313	05/09/2012	4,488,591	01/21/2014	14	Jewelry
STACKABLE EXPRESSIONS	Canada	Registered	Quality Gold, Inc.	1500240	10/19/2010	861221	09/25/2013	14	Jewelry
STACKABLE EXPRESSIONS	Great Britain	Registered	Quality Gold, Inc.	FILED	04/13/2011	1075178	04/13/2011	14	Jewelry

STACKABLE EXPRESSIONS		International (extended into UK)	Registered	Quality Gold, Inc.	A0024199	04/13/2011	1075178	04/13/2011	14	Jewelry
STACKABLE EXPRESSIONS		United States	Registered	Quality Gold, Inc.	85/155 915	10/19/2010	4 092 012	01/24/2012	14	Jewelry
STACKS & STONES		Canada	Registered	Quality Gold, Inc.	1583395	06/22/2012	906 368	06/15/2015	14	Jewelry
STACKS & STONES		United States	Registered	Quality Gold, Inc.	85/644 885	06/06/2012	4 459 785	12/31/2013	14	Jewelry
STERLING SHIMMER		Canada	Registered	Quality Gold, Inc.	1577926	05/16/2012	886 136	09/18/2014	14	Jewelry
STERLING SHIMMER		United States	Registered	Quality Gold, Inc.	85/594 699	04/11/2012	4 325 756	04/23/2013	14	Jewelry made in whole or significant part of silver
SWINGTIME (stylized and/or with design)		United States	Registered	Quality Gold, Inc.	77/548 086	08/15/2008	3 659 206	07/21/2009	14	Pocket watches
TO (stylized and/or with design)		Australia	Registered	Quality Gold, Inc.	1407316	03/02/2018	1407316	03/02/2018	14	Lab grown diamonds and gemstones; jewelry
TO (stylized and/or with design)		China P. R.	Registered	Quality Gold, Inc.	1407316	03/02/2018	1407316	03/02/2018	14	Lab grown diamonds and gemstones; jewelry
TO (stylized and/or with design)		European Union Trademark	Registered	Quality Gold, Inc.	1407316	03/02/2018	1407316	03/02/2018	14	Lab grown diamonds and gemstones; jewelry
TO (stylized and/or with design)		Great Britain	Registered	Quality Gold, Inc.	1407316	03/02/2018	UK00801407316	03/02/2018	14	Lab grown diamonds and gemstones; jewelry
TO (stylized and/or with design)		India	Registered	Quality Gold, Inc.	1407316	03/02/2018	1407316	03/02/2018	14	Lab grown diamonds and gemstones; jewelry
TO (stylized and/or with design)		International (extended into AU CN EU, IN, CH, UK)	Registered	Quality Gold, Inc.	1407316	03/02/2018	1407316	03/02/2018	14	Lab grown diamonds and gemstones; jewelry
TO (stylized and/or with design)		Switzerland	Registered	Quality Gold, Inc.	1407316	03/02/2018	1407316	03/02/2018	14	Lab grown diamonds and gemstones; jewelry
TO (stylized and/or with design)		United States	Registered	Quality Gold, Inc.	87/596 398	09/05/2017	5 618 626	11/27/2018	14	Lab grown diamonds and gemstones; jewelry
TO Design		Canada	Registered	Quality Gold, Inc.	1885636	03/02/2018	TMA1060137	10/23/2019	14	Lab grown diamonds and gemstones; jewelry
TO Design		Hong Kong	Registered	Quality Gold, Inc.	304448287	03/05/2018	304448287	08/30/2018	14	Lab grown diamonds and gemstones; jewelry
TO TRUE ORIGIN (stylized and/or with design)		United States	Registered	Quality Gold, Inc.	87/596 403	09/05/2017	5 618 627	11/27/2018	14	Lab grown diamonds and gemstones; jewelry
TRUE FIRE		United States	Registered	Quality Gold, Inc.	87/017 893	04/28/2016	5 891 563	10/22/2019	14	Jewelry; gemstones; moissanite gemstones
TRUE ITALY		Canada	Registered	Quality Gold, Inc.	1973188	06/28/2019	TMA1135437	07/27/2022	14	Jewelry

TRUE ITALY	United States	Registered	Quality Gold, Inc.	88/267,267	01/18/2019	6,322,793	04/13/2021	14	Jewelry
TRUE LIGHT	Australia	Registered	Quality Gold, Inc.	1819420	01/09/2017	1819420	05/01/2017	14	Jewelry, gemstones, moissanite gemstones
TRUE LIGHT	Canada	Registered	Quality Gold, Inc.	1804524	10/13/2016	TMA1057105	10/02/2019	14	Jewelry, gemstones, moissanite gemstones
TRUE LIGHT	China P. R. Great Britain	Registered	Quality Gold, Inc.	22318211 3205543	12/20/2016 07/09/2017	22318211 3205543	01/28/2018 03/31/2017	14 14	Jewelry, gemstones, moissanite gemstones Jewelry, gemstones, moissanite gemstones
TRUE LIGHT	India	Registered	Quality Gold, Inc.	3395488	10/24/2016	3395488	03/05/2020	14	Jewelry, gemstones, moissanite gemstones
TRUE LIGHT	United States	Registered	Quality Gold, Inc.	87/097,539	07/08/2016	5,424,183	03/13/2018	14	Jewelry, gemstones, moissanite gemstones
TRUE ORIGIN	Australia	Registered	Quality Gold, Inc.	1386377	12/07/2017	1386377	12/07/2017	14	Lab grown diamonds and gemstones, jewelry
TRUE ORIGIN	Canada	Registered	Quality Gold, Inc.	1871517	12/05/2017	TMA1041809	07/16/2019	14	Lab grown diamonds and gemstones, jewelry
TRUE ORIGIN	European Union Trademark	Registered	Quality Gold, Inc.	1386377	12/07/2017	1386377	12/07/2017	14	Lab grown diamonds and gemstones, jewelry
TRUE ORIGIN	Great Britain	Registered	Quality Gold, Inc.	1386377	12/07/2017	UK00801386377	12/07/2017	14	Lab grown diamonds and gemstones, jewelry
TRUE ORIGIN	Hong Kong	Registered	Quality Gold, Inc.	304448296	03/05/2018	304448296	08/03/2018	14	Lab grown diamonds and gemstones, jewelry
TRUE ORIGIN	India	Registered	Quality Gold, Inc.	1386377	12/07/2017	1386377	12/07/2017	14	Lab grown diamonds and gemstones, jewelry
TRUE ORIGIN	International (extended into AU, EU, IN, CH, UK)	Registered	Quality Gold, Inc.	1386377	12/07/2017	1386377	12/07/2017	14	Lab grown diamonds and gemstones, jewelry
TRUE ORIGIN	Switzerland	Registered	Quality Gold, Inc.	1386377	12/07/2017	1386377	12/07/2017	14	Lab grown diamonds and gemstones, jewelry
TRUE ORIGIN	United States	Registered	Quality Gold, Inc.	87/480,199	06/08/2017	5,528,018	07/24/2018	14	Lab grown diamonds and gemstones, jewelry
TWO PROMISES	Canada	Registered	Quality Gold, Inc.	2090153	03/09/2021	1186098	06/21/2023	14	Jewelry
TWO PROMISES	United States	Registered	Quality Gold, Inc.	90/562,920	03/05/2021	6,847,904	09/13/2022	14	Jewelry
VER9IL	United States	Registered	Quality Gold, Inc.	77/179,829	05/14/2007	3,506,050	09/23/2008	14	Jewelry
WHAT'S YOUR STORY?	Canada	Registered	Quality Gold, Inc.	1483804	12/21/2009	838383	12/12/2012	14	Jewelry

WHAT'S YOUR STORY?		United States	Registered	Quality Gold, Inc.	77/773,022	07/02/2009	3,842,772	08/31/2010	14	Jewelry
WHITE NIGHT DIAMONDS		United States	Registered	Quality Gold, Inc.	77/440,406	04/04/2008	3,690,148	09/29/2009	14	Diamond Jewelry
ZE		United States	Registered	Quality Gold, Inc.	76/042,240	05/05/2000	2,437,275	03/20/2001	14	Jewelry
ZE (stylized)		United States	Registered	Quality Gold, Inc.	76/042,241	05/05/2000	2,437,276	03/20/2001	14	Jewelry
LOGOART		Canada	Registered	QGM, LLC	1390429	04/08/2008	TMA752725	11/10/2009	14	Precious and semi-precious metals, and jewelry
QGM		United States	Registered	QGM, LLC	78/072,858	07/09/2001	2,921,394	01/25/2005	14	Jewelry
LOGOART		United States	Registered	QGM, LLC	77/352,738	12/14/2007	3,589,091	02/03/2009	14	watches

<u>Code/Matter No.</u>	<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>Attorney 1</u>	<u>Attorney 2</u>	<u>Attorney 3</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Issue/Grant Date</u>	<u>Filing Type</u>
QGC 189US	ELONGATED GEMSTONE WITH KETAN CUT	United States	Filed	Thomas W. Humphrey	Joseph L. Falkewicz		18/064,496	12/12/2022			National

Full Title	Copyright Number	Date	Owner
Cuddles- All Dressed Up.	VA0001646746	2008	Quality Gold, Inc.
Cuddles- Alpha Bobby/Alpha Betty.	VA0001646758	2008	Quality Gold, Inc.
Cuddles- Alphabet Soup.	VA0001644296	2008	Quality Gold, Inc.
Cuddles- Baby Boy.	VA0001649290	2008	Quality Gold, Inc.
Cuddles- Baby Boy personalized.	VA0001646769	2008	Quality Gold, Inc.
Cuddles- Baby Girl.	VA0001649289	2008	Quality Gold, Inc.
Cuddles- Baby Girl personalized.	VA0001646773	2008	Quality Gold, Inc.
Cuddles- Back to School.	VA0001646834	2008	Quality Gold, Inc.
Cuddles- Ballett Girl.	VA0001646753	2008	Quality Gold, Inc.
Cuddles- Batter Up.	VA0001644301	2008	Quality Gold, Inc.
Cuddles- Best Friends.	VA0001647980	2008	Quality Gold, Inc.
Cuddles- Big Spirit.	VA0001647090	2008	Quality Gold, Inc.
Cuddles- Blossom.	VA0001647972	2008	Quality Gold, Inc.
Cuddles- Bow Wow.	VA0001646768	2008	Quality Gold, Inc.
Cuddles- Button Me Up.	VA0001646745	2008	Quality Gold, Inc.
Cuddles- China Doll.	VA0001646720	2008	Quality Gold, Inc.
Cuddles- Class of ...	VA0001646734	2008	Quality Gold, Inc.
Cuddles- Country Bumpkin.	VA0001646722	2008	Quality Gold, Inc.
Cuddles- Country Side.	VA0001644298	2008	Quality Gold, Inc.
Cuddles- Cracker Jack.	VA0001646744	2008	Quality Gold, Inc.
Cuddles- Cracker Jack personalized.	VA0001646772	2008	Quality Gold, Inc.
Cuddles- Cupcake.	VA0001646725	2008	Quality Gold, Inc.
Cuddles- Curly Sue .	VA0001646808	2008	Quality Gold, Inc.
Cuddles- Cutie Pie.	VA0001647970	2008	Quality Gold, Inc.
Cuddles- Daisy.	VA0001647966	2008	Quality Gold, Inc.
Cuddles- Day at the Beach.	VA0001644300	2008	Quality Gold, Inc.
Cuddles- Day at the Fair.	VA0001646705	2008	Quality Gold, Inc.
Cuddles- Do the Twist.	VA0001646726	2008	Quality Gold, Inc.
Cuddles- Dot.	VA0001681315	2008	Quality Gold, Inc.
Cuddles- Dottie.	VA0001647962	2008	Quality Gold, Inc.
Cuddles- Dream.	VA0001649285	2008	Quality Gold, Inc.
Cuddles- Dribbler.	VA0001644311	2008	Quality Gold, Inc.
Cuddles- Dude Up.	VA0001646736	2008	Quality Gold, Inc.
Cuddles- Dumpling.	VA0001649283	2008	Quality Gold, Inc.
Cuddles- Dumpling personalized.	VA0001646774	2008	Quality Gold, Inc.
Cuddles- End Zone.	VA0001646741	2008	Quality Gold, Inc.
Cuddles- Fishy.	VA0001644314	2008	Quality Gold, Inc.
Cuddles- Flower Child.	VA0001647973	2008	Quality Gold, Inc.
Cuddles- Friends personalized.	VA0001646762	2008	Quality Gold, Inc.
Cuddles- Groovy.	VA0001646731	2008	Quality Gold, Inc.
Cuddles- Harmony.	VA0001646735	2008	Quality Gold, Inc.
Cuddles- Hip Hip Hooray.	VA0001647098	2008	Quality Gold, Inc.
Cuddles- Hoedown.	VA0001646718	2008	Quality Gold, Inc.
Cuddles- Home Run.	VA0001646806	2008	Quality Gold, Inc.
Cuddles- Huckleberry.	VA0001649280	2008	Quality Gold, Inc.
Cuddles- Itsy Bitsy.	VA0001646754	2008	Quality Gold, Inc.
Cuddles-Let's Swim.	VA0001644312	2008	Quality Gold, Inc.
Cuddles- Let's Swim personalized.	VA0001646770	2008	Quality Gold, Inc.
Cuddles- Letter me Up.	VA0001646776	2008	Quality Gold, Inc.
Cuddles- Little Angel.	VA0001646730	2008	Quality Gold, Inc.
Cuddles- Little Darling.	VA0001646733	2008	Quality Gold, Inc.
Cuddles- Loopy.	VA0001646756	2008	Quality Gold, Inc.
Cuddles- Love Me.	VA0001646750	2008	Quality Gold, Inc.
Cuddles- Loveable.	VA0001647978	2008	Quality Gold, Inc.

Cuddles- Lumber Jack.	VA0001646737	2008	Quality Gold, Inc.
Cuddles- Melody.	VA0001644305	2008	Quality Gold, Inc.
Cuddles- Momma's Boy.	VA0001644297	2008	Quality Gold, Inc.
Cuddles- Nap Time.	VA0001649282	2008	Quality Gold, Inc.
Cuddles- Night Time.	VA0001649287	2008	Quality Gold, Inc.
Cuddles- Patch.	VA0001646775	2008	Quality Gold, Inc.
Cuddles- Pee-Wee.	VA0001646706	2008	Quality Gold, Inc.
Cuddles- Petal Pusher.	VA0001646763	2008	Quality Gold, Inc.
Cuddles- Pocket Sized.	VA0001646752	2008	Quality Gold, Inc.
Cuddles- Pom Pom.	VA0001647097	2008	Quality Gold, Inc.
Cuddles- Poodle Love.	VA0001646757	2008	Quality Gold, Inc.
Cuddles- Poodle Power.	VA0001646761	2008	Quality Gold, Inc.
Cuddles- Pretty as a Posey.	VA0001647964	2008	Quality Gold, Inc.
Cuddles- Prima Ballerina.	VA0001646823	2008	Quality Gold, Inc.
Cuddles- Promenade.	VA0001646743	2008	Quality Gold, Inc.
Cuddles- Rascal.	VA0001644304	2008	Quality Gold, Inc.
Cuddles- Salsa.	VA0001646748	2008	Quality Gold, Inc.
Cuddles- School Spirit.	VA0001644310	2008	Quality Gold, Inc.
Cuddles- Sioux.	VA0001646764	2008	Quality Gold, Inc.
Cuddles- Sleepy Side.	VA0001649286	2008	Quality Gold, Inc.
Cuddles- Small Fry.	VA0001646707	2008	Quality Gold, Inc.
Cuddles- Smarty.	VA0001646738	2008	Quality Gold, Inc.
Cuddles- Snuggle Time.	VA0001644299	2008	Quality Gold, Inc.
Cuddles- Speedy.	VA0001646749	2008	Quality Gold, Inc.
Cuddles- Spike.	VA0001646807	2008	Quality Gold, Inc.
Cuddles- Sporty Spike.	VA0001646727	2008	Quality Gold, Inc.
Cuddles- Spunky.	VA0001646709	2008	Quality Gold, Inc.
Cuddles- Square Dance.	VA0001646740	2008	Quality Gold, Inc.
Cuddles- Striker.	VA0001644306	2008	Quality Gold, Inc.
Cuddles- Suit Up.	VA0001646739	2008	Quality Gold, Inc.
Cuddles- Summer of Love.	VA0001647976	2008	Quality Gold, Inc.
Cuddles- Summer of Love personalized.	VA0001646767	2008	Quality Gold, Inc.
Cuddles- Sun Child.	VA0001647963	2008	Quality Gold, Inc.
Cuddles- Sun Child personalized.	VA0001646715	2008	Quality Gold, Inc.
Cuddles- Sunday Best.	VA0001646747	2008	Quality Gold, Inc.
Cuddles- Sunny.	VA0001644313	2008	Quality Gold, Inc.
Cuddles- Swirl it Up.	VA0001646724	2008	Quality Gold, Inc.
Cuddles- Teeny Bopper.	VA0001647968	2008	Quality Gold, Inc.
Cuddles- Tip Toe.	VA0001647095	2008	Quality Gold, Inc.
Cuddles- Touchdown.	VA0001644302	2008	Quality Gold, Inc.
Cuddles- Tutu.	VA0001644308	2008	Quality Gold, Inc.
Cuddles- Warm Fuzzies.	VA0001646742	2008	Quality Gold, Inc.
Cuddles- Wedded Bliss.	VA0001646732	2008	Quality Gold, Inc.
Cuddles- Woof.	VA0001646766	2008	Quality Gold, Inc.
Jesus is the Cross.	VA0001883613	2013	Quality Gold, Inc.

Citation	Type	Source	Status	Owner Name	Registration Date	Registration Number	Goods and Services Translation	Class
JEWELERS SERVICES	TRADENAME	Ohio	Renewed (Registered) (OH)	QUALITY GOLD, INC.	Reg 16-JAN-2002	Reg 1289328	Goods and Services: Jewelry	14
QUALITY GIFTS	TRADENAME	Ohio	Renewed (Registered) (OH)	QUALITY GOLD, INC	Reg 20-NOV-2012	Reg 2152854	Goods and Services: Goods/Services not listed	20 42
QUALITY SILVER	TRADENAME	Ohio	Renewed (Registered) (OH)	QUALITY GOLD, INC.	Reg 10-MAR-2014	Reg 2276406	Goods and Services: Wholesale distribution of jewelry	35

TRADEMARK
REEL: 008227 FRAME: 0177

RECORDED: 10/13/2023