

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Birks Group Inc.		06/29/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Crystal Financial LLC, as Agent		
Street Address:	Two International Place, 17th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1156142	BIRKS	
Registration Number:	3446385	BIRKS	
Registration Number:	4610522	BIRKS AMORIQUE	
Registration Number:	2925048	BIRKS BLUE	
Registration Number:	4554266	BIRKS BOREALIS	
Registration Number:	4562275	BIRKS LINKS	
Registration Number:	4426393	BIRKS MUSE	
Registration Number:	5176623	BIRKS PEBBLE	
Registration Number:	4629223	BIRKS ROSÉE DU MATIN	
Registration Number:	3517431	BIRKS RPM	
Registration Number:	4637721	BIRKS SNOWFLAKE	
Registration Number:	4180681	HENRY BIRKS & SONS	
Registration Number:	4661816	PLAISIRS DE BIRKS	
Registration Number:	3381850	THE AMORIQUE DIAMOND	
Registration Number:	4311710	WHERE MEMORIES START	
Serial Number:	87957783	BIRKS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	21798 / 041
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	07/02/2018

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this June 29, 2018, by and among Grantor listed on the signature pages hereof ("Grantor"), and **CRYSTAL FINANCIAL LLC**, a Delaware limited liability company ("Crystal"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain 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 are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Canadian Guarantee and Security Agreement, dated as of the date hereof (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, this 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 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, 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 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 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 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 Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, 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 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 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 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 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 Trademark Security Agreement is a Loan Document. This 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 Trademark Security Agreement. Delivery of an executed counterpart of this 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 Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER PROVISIONS. THIS 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.

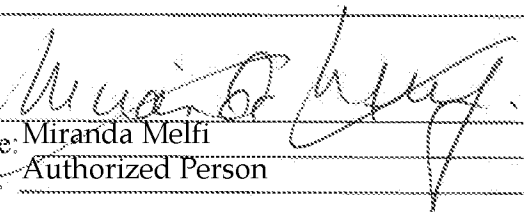
[signature page follows]

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

GRANTOR:

BIRKS GROUP INC., a Canadian Corporation

By: 
Name: Pasquale Di Lillo
Title: Authorized Person


By: Miranda Melfi
Name: Miranda Melfi
Title: Authorized Person

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

CRYSTAL FINANCIAL LLC, a Delaware limited liability company

By: 


Name: Rebecca E. Tarby


Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

United States

Trademark	Registration/ Application No.
BIRKS	Regn No. 1156142
BIRKS & LION DESIGN 	Regn No. 3,446,385
BIRKS AMORIQUE	Regn No. 4610522
BIRKS BLUE	Regn No. 2925048
BIRKS BOREALIS	Regn No. 4,554,266
BIRKS LINKS	Regn No. 4,562,275
BIRKS MUSE	Regn No. 4,426,393
BIRKS PEBBLE	Regn No. 5,176,623
BIRKS ROSÉE DU MATIN	Regn No. 4,629,223
BIRKS RPM (and Design)	Regn No. 3,517,431
BIRKS SNOWFLAKE	Regn No. 4,637,721
HENRY BIRKS & SONS	Regn No. 4,180,681

Trademark	Registration/ Application No.
PLAISIRS DE BIRKS	Regn No. 4,661,816
THE AMORIQUE DIAMOND	Regn No 3,381,850
WHERE MEMORES START	Regn No. 4,311,710
	Appl No. 87/957783

Trade Names

N/A

Common Law Trademarks

N/A

Trademarks Not Currently In Use

N/A

Trademark Licenses

N/A