

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537106

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALLURE GEMS, LLC		07/30/2019	Limited Liability Company: NEW YORK
MARSALA MANUFACTURING LLC		07/30/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	HSBC Bank USA, National Association
<b>Street Address:</b>	452 Fifth Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	5741757	UNIVERSE
Registration Number:	5215405	DECARAT
Registration Number:	5740047	THE MILLENNIAL DIAMOND
Registration Number:	5233562	ALL MY LOVE
Registration Number:	5014460	TWO FOREVER
Registration Number:	4929197	ELANI
Registration Number:	4929167	ALLIANTE
Registration Number:	4827841	PLATERNA
Registration Number:	4184420	LOVE LIVES FOREVER
Registration Number:	3932893	PLATINAIRE
Registration Number:	4512114	SK9
Registration Number:	4080673	SID
Registration Number:	4774502	AMERICAN STERLING
Registration Number:	4988349	BAREFOOTSIES
Registration Number:	4831674	CHARMED BY DIAMONDS
Registration Number:	4811450	COMPANIONS
Registration Number:	4431570	I PROMISE YOU

OP \$715.00 5741757

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4485134	ITSY BITSY
Registration Number:	4766088	JEWEL EXCLUSIVE
Registration Number:	4770510	JEWEL EXCLUSIVE.COM
Registration Number:	4910493	JEWEL EXCLUSIVE.COM
Registration Number:	4591499	LA BELLE VIE
Registration Number:	4532466	LE VIEUX
Registration Number:	4636284	NEVERENDING LOVE
Registration Number:	4811452	SILVER COMPANIONS
Registration Number:	1493038	M
Registration Number:	3698861	MC
Serial Number:	88241775	AMOUREUX

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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: 800-713-0755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Leslie Kirsner
SIGNATURE:	/Leslie Kirsner/
DATE SIGNED:	08/19/2019

**Total Attachments: 8**

source=HSBC-Allure-trademark security agrmt to be filed with USPTO\_0001#page1.tif  
source=HSBC-Allure-trademark security agrmt to be filed with USPTO\_0001#page2.tif  
source=HSBC-Allure-trademark security agrmt to be filed with USPTO\_0001#page3.tif  
source=HSBC-Allure-trademark security agrmt to be filed with USPTO\_0001#page4.tif  
source=HSBC-Allure-trademark security agrmt to be filed with USPTO\_0001#page5.tif  
source=HSBC-Allure-trademark security agrmt to be filed with USPTO\_0001#page6.tif  
source=HSBC-Allure-trademark security agrmt to be filed with USPTO\_0001#page7.tif  
source=HSBC-Allure-trademark security agrmt to be filed with USPTO\_0001#page8.tif

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

ALLURE GEMS, LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LLC

Citizenship (see guidelines) New York

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 30, 2019

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: HSBC Bank USA, National Association

Street Address: 452 Fifth Avenue

City: New York

State: New York

Country: USA                      Zip: 10018

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)                      Text

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Leslie Kirsner, c/o Hahn & Hessen LLP

Internal Address: \_\_\_\_\_

Street Address: 488 Madison Avenue

City: New York

State: New York                      Zip: 10022

Phone Number: 212-478-7434

Docket Number: \_\_\_\_\_

Email Address: lkirsner@hahn Hessen.com

### 6. Total number of applications and registrations involved:

28

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

  
\_\_\_\_\_  
Signature

August 16, 2019

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 006723 FRAME: 0307**

Page 2

Continuation of the information in Item 1 (Trademark Recordation form cover sheet)

**Additional Conveying Party:**

MARSALA MANUFACTURING LLC  
A Delaware LLC

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of July 30, 2019 (this “Agreement”), among ALLURE GEMS, LLC, a New York limited liability company (the “Allure”), MARSALA MANUFACTURING LLC, a Delaware limited liability company (“Marsala”, and together with Allure, each a “Grantor” and collectively, the “Grantors”), and HSBC Bank USA, National Association (“Lender”).

Reference is made to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among Allure, Marsala, certain other borrowers from time to time party thereto (together with Allure and Marsala, the “Borrowers”), the Guarantors from time to time party thereto, and Lender. The Lender has agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lender to extend such credit is conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to Lender, and its successors and assigns, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill; provided that, notwithstanding the foregoing or anything in the Loan Agreement or the Other Documents to the contrary, the Trademark Collateral shall not include Excluded Property.

SECTION 3 Loan Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

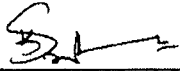
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALLURE GEMS, LLC

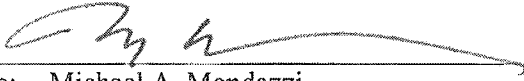
By:   
Name: Subramaniam Krishnan  
Title: Chief Financial Officer

MARSALA MANUFACTURING LLC

By:   
Name: Subramaniam Krishnan  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

HSBC BANK USA, NATIONAL ASSOCIATION,  
as Lender

By:   
Name: Michael A. Mondazzi  
Title: Vice President

[Signature Page to Trademark Security Agreement]






SCHEDULE I

U.S. Trademark Applications and Registrations

<u>Mark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Serial Number</u>
UNIVERSE	ALLURE GEMS, LLC	5741757	88048890
AMOUREUX	ALLURE GEMS, LLC		88241775
DECARAT	ALLURE GEMS, LLC	5215405	87166667
THE MILLENNIAL DIAMOND	ALLURE GEMS, LLC	5740047	86770310
ALL MY LOVE	ALLURE GEMS, LLC	5233562	86964807
TWO FOREVER	ALLURE GEMS, LLC	5014460	86733245
ELANI	ALLURE GEMS, LLC	4929197	86699916
ALLIANTE	ALLURE GEMS, LLC	4929167	86668189
PLATERNA	ALLURE GEMS, LLC	4827841	86190947
LOVE LIVES FOREVER	ALLURE GEMS, LLC	4184420	85975938
PLATINAIRE	ALLURE GEMS, LLC	3932893	85071580
SK9	ALLURE GEMS, LLC	4512114	85826196
SID	ALLURE GEMS, LLC	4080673	77982708
AMERICAN STERLING	MARSALA MANUFACTURING LLC	4,774,502	86/448,903
BAREFOOTSIES	MARSALA MANUFACTURING LLC	4,988,349	86/810,957
CHARMED BY DIAMONDS	MARSALA MANUFACTURING LLC	4,831,674	86/557,879
COMPANIONS & Design COMPANIONS	MARSALA MANUFACTURING LLC	4,811,450	86/469,250
I PROMISE YOU	MARSALA MANUFACTURING LLC	4,431,570	85/851,892
ITSY BITSY	MARSALA MANUFACTURING LLC	4,485,134	86/010,707
JEWEL EXCLUSIVE	MARSALA MANUFACTURING LLC	4,766,088	86/034,125
JEWEXCLUSIVE.COM	MARSALA	4,770,510	86/034,152

[Schedule I]

<u>Mark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Serial Number</u>
	MANUFACTURING LLC		
JEWELXCLUSIVE.COM	MARSALA MANUFACTURING LLC	4,910,493	86/686,502
LA BELLE VIE	MARSALA MANUFACTURING LLC	4,591,499	86/011,756
LE VIEUX	MARSALA MANUFACTURING LLC	4,532,466	86/021,967
NEVERENDING LOVE <i>Neverending Love</i>	MARSALA MANUFACTURING LLC	4,636,284	86/216,432
SILVER COMPANIONS & Design SILVER  COMPANIONS	MARSALA MANUFACTURING LLC	4,811,452	86/469,302
	MARSALA MANUFACTURING LLC	1,493,038	73/678,489
	MARSALA MANUFACTURING LLC	3,698,861	77/711,186

[Schedule I]