

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allure Gems, LLC		02/08/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90852452	GEM BOX BY ALLURE	
Serial Number:	90852472	GEM BOX BY MILLENNIAL	
Serial Number:	90815710	ETICA	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	02/08/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of February 8, 2022 (this “Agreement”), among ALLURE GEMS, LLC, a New York limited liability company (the “Grantor”), and HSBC Bank USA, National Association (“Lender”).

Reference is made to the Loan and Security Agreement dated as July 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among Grantor, certain other borrowers from time to time party thereto (together with Grantor, 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, 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 Grantor or in, to or under which 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. 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

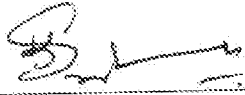
all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

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]

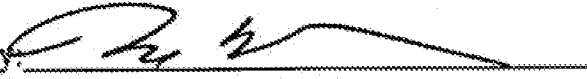
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALLURE GEMS, LLC

By: 
Name: Subramaniam Krishnan
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

HSBC BANK USA, NATIONAL ASSOCIATION,
as Lender

By: 

Name: Michael Mondazzi

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007629 FRAME: 0038

SCHEDULE I

U.S. Trademark Applications and Registrations

<u>Mark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Serial Number</u>
GEM BOX BY ALLURE	ALLURE GEMS, LLC	5741757	90852452
GEM BOX BY MILLENNIAL	ALLURE GEMS, LLC		90852472
ETICA	ALLURE GEMS, LLC		90815710

[Schedule 1]