

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leo Schachter Diamonds, L.L.C.		03/09/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017-4997		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	2626447	A WORLD OF BRILLIANCE	
Registration Number:	2654947	DIAMONDS OF DESIRE	
Registration Number:	6164504	FACETS AFIRE	
Registration Number:	5666920	FAR AWAY SPARKLE	
Registration Number:	2358455	FIRST LIGHT	
Registration Number:	5824092	FIRST LIGHT	
Registration Number:	2388226	FOREVER COLORLESS	
Registration Number:	2512917	IDEAL COLLECTION	
Registration Number:	2540685	IDEAL JEWELRY COLLECTION	
Registration Number:	3216663	KALAHARI	
Registration Number:	5165925	KALAHARI DREAM	
Registration Number:	5166493	KALAHARI DREAM	
Registration Number:	1688990	KIMBERLEY	
Registration Number:	5519956	LIGHT CREST	
Registration Number:	5629547	LIVE YOUR LOVE IN COLOR	
Registration Number:	2387931	LSC	
Registration Number:	3611803	LSC-09	
Registration Number:	2633139	NOW AND ALWAYS	
Registration Number:	4929365	SCHACHTER DIAMONDS	
TRADEMARK			

OP \$765.00 2626447

Property Type	Number	Word Mark
Registration Number:	5166494	
Registration Number:	5449637	UNEARTH A DIAMOND, UPLIFT A COMMUNITY
Serial Number:	88899529	CARATMARK
Serial Number:	88823551	FACETS OF FIRE
Serial Number:	90315208	
Serial Number:	88463535	IDEAL LOVE
Serial Number:	90008108	KALAHARI SOUL
Serial Number:	88858599	L'ETERNAL
Serial Number:	88126766	LOVE AT FIRST LIGHT
Serial Number:	90315173	LOVE IS BETTER IN COLOR
Serial Number:	90268525	LOVE'S EMBRACE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2122383214
Email: selwin@emmetmarvin.com
Correspondent Name: Sharon Elwin
Address Line 1: 120 Broadway, 32nd Floor
Address Line 2: Emmet, Marvin & Martin, LLP
Address Line 4: New York, NEW YORK 10271

ATTORNEY DOCKET NUMBER:	5960.74
NAME OF SUBMITTER:	Sharon Elwin
SIGNATURE:	/Sharon Elwin/
DATE SIGNED:	03/10/2021

Total Attachments: 9

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SECURITY AGREEMENT

FOR

TRADEMARKS AND TRADENAMES

SECURITY AGREEMENT FOR TRADEMARKS AND TRADENAMES made as of the 9th day of March, 2021 (the "**Agreement**"), by and between **LEO SCHACHTER DIAMONDS, L.L.C.**, a New York limited liability company with an address of 50 West 47th Street, New York, NY 10036 (the "**Debtor**") in favor of **ISRAEL DISCOUNT BANK OF NEW YORK**, with an address of 511 Fifth Avenue, New York, NY 10017-4997, as Administrative Agent (and any agent and any successor or successors acting in such capacity being hereinafter referred to as the "**Administrative Agent**") for the ratable benefit of the Secured Creditors (as defined below).

PRELIMINARY STATEMENTS

WHEREAS, reference is made that certain Senior Secured Revolving Credit Agreement dated as of October 27, 2017 (as heretofore amended, and as amended, modified, supplemented, renewed or extended from time to time, the "**Credit Agreement**"), by and among **LEO SCHACHTER DIAMONDS, L.L.C.**, a New York limited liability company (the "**Debtor**"), **ISRAEL DISCOUNT BANK OF NEW YORK**, as Lead Arranger, Bookrunner, Administrative Agent, and Documentary Agent, and the various institutions from time to time party thereto, as the Lenders, including Israel Discount Bank of New York.

WHEREAS, pursuant to the Fourth Amendment to the Credit Agreement, the Lenders have agreed, subject to certain terms and conditions set forth therein, to continue to extend credit and make certain other financial accommodations available to the Debtor (the Administrative Agent, the Lenders and the Depository Bank being hereinafter referred to collectively as the "**Secured Creditors**" and each individually, a "**Secured Creditor**").

WHEREAS, as a condition to extending credit to the Debtor under the Credit Agreement, the Secured Creditors required, among other things, that the Debtor grant to the Administrative Agent for the benefit of the Secured Creditors a lien on and security interest in Debtor's trademarks, trademark applications, servicemarks, and tradenames and the licensed marks, and Debtor agreed to grant a security interest and lien upon Debtor's trademarks, trademark applications, servicemarks, tradenames and the licensed marks described herein and in that certain Security Agreement for Trademarks and Tradenames, dated as of October 27, 2017 (the "**2017 Trademark Security Agreement**") subject to the terms and conditions hereof and thereof.

WHEREAS, pursuant to the Fourth Amendment to the Credit Agreement, the Lenders have required, and the Debtor has agreed, to enter into this Agreement to, inter alia, grant or confirm a security interest in and lien upon any and all trademarks and trademark applications Of Record (as defined below), so as to confirm and perfect the Secured Creditors' security interest in and to all such collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement. The following terms shall be defined as follows:

“**Of Record**” means filed in the U.S. Patent and Trademark Office.

2. To secure the complete and timely payment and satisfaction of the Obligations, Debtor hereby grants, assigns and conveys to the Administrative Agent, for itself and as Administrative Agent for the Secured Creditors, a security interest in and lien upon (a) Debtor's trademark and servicemark applications, trademarks, servicemarks, and tradenames listed in Schedule A hereto (the “Marks”), and (b) Debtor's goodwill in respect thereof, including without limitation all proceeds of the Marks (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 (collectively, the “Rights”).

3. Debtor covenants and warrants that except as set forth in the Debtor's Disclosure Schedule attached hereto as Schedule B hereto:

- (a) Schedule A hereto correctly describes all Debtor's trademarks, trademark applications, servicemarks and tradenames Of Record;
- (b) To the best knowledge of Debtor, the Rights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (c) Except as set forth on Schedule A, Debtor is the owner Of Record of the entire right, title and interest in and to each of the Marks, and except for the liens and encumbrances of Administrative Agent, free and clear of any liens, charges and encumbrances Of Record; and
- (d) Debtor has the authority to enter into this Agreement and perform its terms.

4. Debtor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Debtor's obligations under this Agreement, without the Administrative Agent's prior written consent.

5. Debtor hereby covenants and agrees with Administrative Agent and each of the Secured Creditors that the Debtor (a) shall take such action as is reasonably necessary to protect the Marks against all claims and demands of all persons at any time claiming any interest therein; and (b) shall promptly pay any and all taxes, assessments and governmental charges upon the Marks prior to the date penalties are attached thereto; provided, that notwithstanding the foregoing, Debtor shall have the right to challenge or contest any such taxes, assessments and governmental charges.

6. Until the acceleration of the Obligations by the Administrative Agent in accordance with the Credit Agreement, Debtor shall have the right to use the Rights for Debtor's own benefit, and Debtor may make or grant assignments, licenses and sublicenses of the Rights in the ordinary course of Debtor's business; provided, further, that, no such assignment, license or sublicense shall be Of Record or shall impair the rights of the Administrative Agent or the Secured Creditors (only after the acceleration of the Obligations by the Administrative Agent in accordance with the Credit Agreement) or the Debtor to sell the Rights in the United States in accordance with the terms of this Agreement and the Credit Agreement.

7. The Debtor shall be responsible for processing and maintaining any and all applications for registration and re-registration of the Marks except for Marks which are no longer useful to its business or otherwise agreed by the Administrative Agent and shall bear all costs pertaining to enforcing and/or defending rights pertaining to the Marks.

8. Debtor agrees that until the Obligations have been satisfied in full, Debtor will execute further security agreements to the Administrative Agent for the benefit of the Secured Creditors, of like tenor to this Agreement, granting a security interest in and lien upon any and all trademarks and trademark applications and any licenses of any trademarks that Debtor shall effect, acquire or make application for and which shall be Of Record, so as to confirm and perfect the Secured Creditors' interest in and to all of the Collateral.

9. Upon the occurrence and during the continuation of any Event of Default (as defined by the Credit Agreement), the Administrative Agent shall have the right to exercise any of the remedies set forth in, and in accordance with, Section 10 of the Security Agreement.

10. Notwithstanding anything to the contrary herein or in any agreement between Debtor and Administrative Agent or any of the Secured Creditors, if any Event of Default shall have occurred and be continuing, in addition to any and all other rights and remedies that Administrative Agent may have under any other agreements or at law, the Debtor hereby irrevocably constitutes and appoints Administrative Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or Administrative Agent's own name or the name of Administrative Agent's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of an Event of Default and the continuance thereof: (a) to collect proceeds from the Rights (including, by way of example, license, royalties and proceeds of infringement suits); and (b) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods utilizing the Rights the legality or validity thereof and the amounts necessary to discharge the same to be determined by Administrative Agent, in its sole discretion, and such payments made by Administrative Agent to become the obligation of Debtor to Administrative Agent, due and payable immediately, without demand.

11. At such time as Debtor shall completely satisfy all the Obligations, the Administrative Agent shall execute and deliver to Debtor all releases, deeds, assignments and other instruments as may be necessary or proper to discharge the Administrative Agent's security

interest in and lien upon the Rights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

12. Debtor shall have the duty to diligently prosecute any application in respect of any of the Rights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full. Any expenses incurred in connection with such an application shall be borne by Debtor.

13. No course of dealing between Debtor and the Administrative Agent nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Administrative Agent's rights and remedies with respect to the Rights whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties.

17. 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.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

19. All notices, communications and distributions hereunder shall be given or made to the parties at their respective addresses set forth on the last page hereof, or at such other address as the addressee may hereafter specify for the purpose by written notice to the other party hereto in accordance with the requirements of the Credit Agreements.

20. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same agreement. Delivery of a signature page to, or an executed counterpart of, this Agreement by facsimile, email transmission of a scanned image, or other electronic means, shall be effective as delivery of an originally executed counterpart. The parties hereto agree that "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any

applicable law, including, without limitation, Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act or the Uniform Commercial Code, and the parties hereto hereby waive any objection to the contrary. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart signed by the party to be charged.

21. EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE ADMINISTRATIVE AGENT AND THE SECURED CREDITORS TO ACCEPT THIS AGREEMENT.

[Remainder of Page Intentionally Left Blank, Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement for Trademarks and Tradenames to be executed by their respective officers as of the date first above written.

WITNESS:

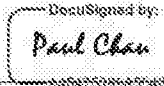


LEO SCHACHTER DIAMONDS, L.L.C.

By: 
Name: Michael J. Steinmetz
Title: Manager

Address: 50 West 47th Street
New York, NY 10036

ISRAEL DISCOUNT BANK OF NEW YORK, as
Administrative Agent

DocuSigned by:

By: _____
Name: Paul Chau
Title: Senior Vice President

DocuSigned by:

By: _____
Name: Michael Malcangi
Title: First Vice President

Address: 511 Fifth Avenue
New York, NY 10017-4997

[Signature page to Security Agreement for Trademarks and Tradenames]

SCHEDULE A
MARKS

[See Attached]

Trademark	Country	Class	Ser No	Pub Dt	Reg No	Reg Dt	Status
A WORLD OF BRILLIANCE	USA	14	76/232,734	3/30/2001	2,526,447	9/24/2002	Registered
CARATMARK	USA	14	88/899,529	5/4/2020			Pending
DIAMONDS OF DESIRE	USA	14	76/219,257	3/5/2001	2,554,947	11/26/2002	Registered
FACETS AFIRE	USA	14	87/795,688	2/13/2018	5,164,504	5/29/2020	Registered
FACETS OF FIRE	USA	14	88/823,551	3/6/2020			Pending
FAR AWAY SPARKLE	USA	14	86/881,788	1/21/2016	5,866,920	1/29/2019	Registered
FIRST LIGHT	USA	14	75/503,827	6/17/1998	2,358,455	6/13/2000	Registered
FIRST LIGHT	USA	14	87/710,367	12/6/2017	5,824,092	08/06/2019	Registered
FLAME DESIGN	USA	14	90/315,298	11/12/2020			Pending
FOREVER COLORLESS	USA	14	75/422,869	1/26/1998	2,388,226	9/19/2000	Registered
IDEAL COLLECTION	USA	14	75/239,723	1/24/1997	2,512,917	11/27/2001	Registered
IDEAL JEWELRY COLLECTION	USA	14	75/230,724	1/24/1997	2,540,585	2/19/2002	Registered
IDEAL LOVE	USA	14	88/463,635	05/07/2019			Allowed
KALAHARI	USA	14	79/810,390	2/9/2006	3,216,663	3/6/2007	Registered
KALAHARI DREAM	USA	14	87/136,345	8/12/2016	5,166,825	3/21/2017	Registered
KALAHARI DREAM Logo	USA	14	87/171,482	9/14/2016	5,186,493	3/21/2017	Registered
KALAHARI SOUL	USA	14	90/008,106	6/18/2020			Pending
KIMBERLEY	USA	14	74/187,573	7/22/1991	1,688,990	5/25/1992	Registered
L'Eternal	USA	14	98/858,599	4/3/2020			Pending
LIGHT CREST	USA	14	86/798,498	10/26/2015	5,519,956	7/17/2016	Registered
LIVE YOUR LOVE IN COLOR	USA	14	87/840,267	3/19/2016	5,629,547	12/11/2016	Registered
LOVE AT FIRST LIGHT (Stylized Logo)	USA	14	88/126,766	9/21/2018			Allowed
LOVE IS BETTER IN COLOR	USA	14	90/315,173	11/12/2020			Pending
LOVE'S EMBRACE	USA	14	90/268,525	10/21/2020			Pending
LSC Logo	USA	14	75/854,803	11/22/1999	2,387,831	9/19/2000	Registered
LSC-09	USA	14	77/568,407	8/12/2008	3,511,803	4/28/2009	Registered
NOW AND ALWAYS	USA	14	76/244,216	4/23/2001	2,403,139	10/8/2002	Registered
SCHACHTER DIAMONDS	USA	14	86/619,437	5/5/2015	4,929,365	3/29/2016	Registered
Tree Design from Kalahari Dream Line	USA	14	87/171,479	9/14/2016	5,156,494	3/21/2017	Registered
UNEARTH A DIAMOND, UPLIFT A COMMUNITY	USA	14	87/333,072	2/13/2017	5,449,637	4/17/2016	Registered

SCHEDULE B

DISCLOSURE SCHEDULE

None.