

FORM PTO-1594

08-07-1998

U.S. DEPARTMENT OF COMMERCE

1-31-92

NET

Patents and Trademark Office

MRD 8-6-98
To the Honorable Commissioner of Patents



100751588

Send original documents or copy thereof.

1. Name of conveying party(ies):

Mayor's Jewelers Intellectual Property Holding Company
14051 N.W. 14th Street
Sunrise, Florida 33323

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: Citicorp USA, Inc.

Internal Address:

Street Address: 399 Park Avenue

City: New York State: NY ZIP: 10043

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignor is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: July 28, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

1,236,663 1,706,586

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Pamela A. Allen

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed 65E CHG 120

Authorized to be charged to deposit account

8. Deposit account number: 1100810 110980

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Pamela A. Allen

Pamela A. Allen

7/31/98

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 6

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

REEL: 1738 FRAME: 0464

Exhibit A

| Trademark | Registration Number | Registration Date |
|------------------|----------------------------|--------------------------|
| MAYOR'S | 1,236,663 | 5/3/83 |
| M&B | 1,706,586 | 8/11/92 |

COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 28th day of July, 1998, by MAYOR'S JEWELERS INTELLECTUAL PROPERTY HOLDING COMPANY, a Delaware corporation ("Grantor"), in favor of CITICORP USA, INC., a Delaware corporation ("Citicorp"), in its capacity as agent for itself and the other lenders from time to time party to the "Loan Agreement" hereinafter referred to (Citicorp and such other lenders, collectively "Lenders"; and Citicorp, in such capacity as agent for Lenders, "Grantee");

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, Lenders propose to make certain loans and advances to "Borrowers" (as defined below) on the date hereof and hereafter, all pursuant to that certain Loan and Security Agreement, dated as of even date herewith among Jan Bell Marketing, Inc., JBM Retail Company, Inc. and Mayor's Jewelers, Inc. (collectively "Borrowers"), Lenders and Grantee (hereinafter, together with any amendments, modifications or supplements thereto, called the "Loan Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to the extension of such financial accommodations to Borrowers pursuant to the Loan Agreement, Lenders have required that Grantor guaranty payment and performance of the obligations of Borrowers to Lenders and Grantee under the Loan Agreement pursuant to that certain Corporate Guaranty and Security Agreement, dated as of even date herewith, made by Grantor and certain other guarantors in favor of the Agent and Lenders (the "Guaranty") and, to secure its obligations under such Guaranty, grant to Grantee, for its benefit, the ratable benefit of all Lenders, a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce Lenders to consummate the financial accommodations to Borrowers provided for in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, for the benefit of all Lenders, a security interest in, and makes to Grantee, for the benefit of all Lenders, a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to Grantee and Lenders for the payment of all obligations of Grantor under the Guaranty and of all Obligations of Borrowers

to Grantee and Lenders, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Guaranty.

Notwithstanding the foregoing, unless and until Grantee exercises the rights and remedies accorded to it under the Guaranty, and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and may use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.


Grantor further agrees (a) that neither Grantee nor any Lender shall have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Grantee in writing of infringements of the Trademark Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Grantee may do so in Grantor's name or in Grantee's name but at Grantor's expense, and Grantor hereby agrees to reimburse Grantee and Lenders for all expenses, including attorneys' fees, incurred by Grantee and Lenders in protecting, defending and maintaining the Trademark Rights owned by Grantor.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Loan Agreement and the payment and satisfaction in full of the Obligations. At such time Grantee shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Grantee's interest in the Trademark Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Grantee and its successors and assigns and bind Grantor and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized, under seal as of the date first above written.

**MAYOR'S JEWELERS INTELLECTUAL
PROPERTY HOLDING COMPANY**

By: 
Name: David Boudreau
Title: Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 28th day of July, 1998, before me appeared David Boudreau, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his capacity as Vice President of Mayor's Jewelers Intellectual Property Holding Company, who acknowledged that he signed same as a free act for and on behalf of the identified corporation with authority to do so.

Mary A. Fowler
Notary Public

Commission Expiration Date:

[NOTARIAL SEAL]

MARY A. FOWLER
Notary Public, State of New York
No. 24-4528399
Qualified in Kings County
Term Expires Oct. 17, 19.98

Exhibit A

| Trademark | Registration Number | Registration Date |
|------------------|----------------------------|--------------------------|
| MAYOR'S | 1,236,663 | 5/3/83 |
| M&B | 1,706,586 | 8/11/92 |