

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/19/2005	National Association:
RECEIVING PARTY DATA			
Name:	Carlyle & Co. Jewelers		
Street Address:	4615 Dundas Drive		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27407		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2559977	PERFECT LOVE	
Registration Number:	2347308	FOR LOVE FOR LIFE FOR NOW FOR EVER	
Registration Number:	2307099	FOR LOVE FOR LIFE FOR NOW FOR EVER	
Registration Number:	1779304	J. E. CALDWELL CO.	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	sanarah.rasheed@weil.com		
Correspondent Name:	Weil, Gotshal & Manges, c/o Sanarah Rasheed		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
NAME OF SUBMITTER:	Sanarah Rasheed		
Signature:	/Sanarah Rasheed/		
Date:	05/23/2005		

CH \$115.00 2559977

Total Attachments: 3

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RELEASE OF SECURITY INTERESTS

THIS RELEASE, effective as of May 19, 2005, is made by Bank of America, N.A., a national banking association having an office at 40 Broad Street, 10th Floor, Boston, MA, U.S.A., as Lender (the "Lender"), in favor of Carlyle & Co. Jewelers, a Delaware corporation having its corporate offices at 4615 Dundas Drive, Greensboro, NC 27407, U.S.A. ("Carlyle").

Reference is made to that certain Payoff Letter, dated as of May 19, 2005 (the "Payoff Letter"), addressed to Carlyle and General Electric Capital Corporation by the Lender, acknowledging the payment in full of the Obligations (as defined in the Credit Agreement) (other than those Obligations which by their terms survive the termination of the Credit Agreement and certain obligations of Carlyle and the Guarantors (as defined in the Credit Agreement) under the Payoff Letter) under the Fourth Amended and Restated Credit Agreement, dated as of November 18, 2004 (as amended or otherwise modified, the "Credit Agreement"), among Carlyle and the Lender. In accordance with the terms of the Payoff Letter, the Lender hereby releases any and all liens and security interests it has in the intellectual property of Carlyle and the Guarantors, including, but not limited to, patents, patent applications, inventions, designs, design registrations, design applications, patent licenses, trademarks, trademark registrations, trademark applications, trademark licenses, associated goodwill, copyrights, copyright registrations, copyright applications, copyright licenses, works, trade secrets, and any intellectual property that may be derived or otherwise related to such intellectual property, including, but not limited to, those listed on the attached Schedule I, as well as any and all liens and security interests it has in any proceeds of intellectual property of Carlyle and the Guarantors, including, but not limited to, any claim by the Lender against third parties for past, present, or future infringement, misappropriation, dilution, or injury to goodwill.


The Lender hereby authorizes and requests the governing body of any filing office to record this Release in connection with the intellectual property referenced above.

This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by Carlyle and the Lender or their respective successors and assigns. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns, and transferees of the Parties hereto. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of laws principles thereof.

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IN WITNESS WHEREOF, the Lender has caused this Release to be executed by its duly authorized officer.

BANK OF AMERICA, N.A.,
as Lender

By: 
Name: Sally A. Sheehan
Title: Managing Director

SCHEDULE I

1. Trademarks

NAME	Country	Registration or Serial Number	Date Filed/ Date Issued
PERFECT LOVE	U.S.	Reg. No. 2,559,977	April 9, 2002
FOR LOVE FOR LIFE FOR NOW FOR EVER	U.S.	Reg. No. 2,347,308	May 2, 2000
FOR LOVE FOR LIFE FOR NOW FOR EVER	U.S.	Reg. No. 2,307,099	January 11, 2000
J.E. CALDWELL CO.	U.S.	Reg. No. 1,779,304	June 29, 1993