

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**01/25/2006
 900040546**

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	<i>Corrective Assignment to correct the address of Assignee previously recorded on Reel 003208 Frame 0392. Assignor(s) hereby confirms the security interest granted to Assignee.</i>

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Friedman's Inc.		12/09/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc., as Agent
Street Address:	1211 Avenue of the Americas
Internal Address:	Attn: Portfolio Manager
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78707598	FRIEDMAN'S THE VALUE LEADER

CORRESPONDENCE DATA

Fax Number: (404)602-9050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-888-4284
 Email: lvirts@hunton.com

Correspondent Name: Lorna J. Virts, Paralegal
 Address Line 1: Hunton & Williams LLP
 Address Line 2: Suite 4100, 600 Peachtree Street, N.E.
 Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	64536.9
NAME OF SUBMITTER:	Douglas Murphy

CH \$40.00 78707598

TRADEMARK

Signature:	/s/Douglas Murphy
Date:	01/25/2006
Total Attachments: 11 source=FriedmansTSA#page1.tif source=FriedmansTSA#page2.tif source=FriedmansTSA#page3.tif source=FriedmansTSA#page4.tif source=FriedmansTSA#page5.tif source=FriedmansTSA#page6.tif source=FriedmansTSA#page7.tif source=FriedmansTSA#page8.tif source=FriedmansTSA#page9.tif source=FriedmansTSA#page10.tif source=FriedmansTSA#page11.tif	

TRADEMARK

Date: 12/12/2005

Total Attachments: 11

- source=FriedmansTSA#page1.tif
- source=FriedmansTSA#page2.tif
- source=FriedmansTSA#page3.tif
- source=FriedmansTSA#page4.tif
- source=FriedmansTSA#page5.tif
- source=FriedmansTSA#page6.tif
- source=FriedmansTSA#page7.tif
- source=FriedmansTSA#page8.tif
- source=FriedmansTSA#page9.tif
- source=FriedmansTSA#page10.tif
- source=FriedmansTSA#page11.tif

TRADEMARK

each Trademark;

(c) all Proceeds of the foregoing, including, without limitation, (to the extent not covered in the defined term, "Proceeds") any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; and

(d) notwithstanding anything herein or in the Loan Agreement to the contrary, in no event shall the security interest granted herein or under Section 7.1 of the Loan Agreement attach to (a) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any material right, title or interest of any Grantor therein or (ii) the termination of any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Code) or principles of equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability or termination shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above.

3. RIGHTS AND REMEDIES.

(a) The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges that the Loan Agreement grants to the Agent a security interest in and Lien upon in the assets of each Grantor associated with the business conducted under the Trademarks. Each Grantor hereby acknowledges and affirms that the representations and warranties of Grantor and the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Loan Agreement, the terms of the Loan Agreement shall control;

(b) Notwithstanding anything to the contrary herein or in any of the other Loan Documents, if any Event of Default under the Loan Agreement or any other Loan Document shall have occurred and be continuing and following written notice to the Grantors, in addition to any and all other rights and remedies that Agent may have in the Loan Agreement, in any other Loan Document or at law, each Grantor hereby constitutes and appoints Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full power and authority in the

Trademark Security Agreement

TRADEMARK

place and stead of each Grantor and in the name of each Grantor or Agent's own name or the name of Agent's designee, all lawful 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 until the Termination Date, upon the occurrence of an Event of Default: (i) to complete, date, execute and file or cause to be filed the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Agreement, any goods covered by the registrations listed on Schedule 1 to any purchaser thereof; (iv) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods covered by the registrations listed on Schedule 1, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Agent, in its sole discretion, and such payments made by Agent to become the obligations of each Grantor to Agent, due and payable immediately, without demand.

[SIGNATURE PAGE FOLLOWS]

Trademark Security Agreement

TRADEMARK

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Friedman's Inc.

By: [Signature]
Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia
COUNTY OF Chatham ss.

On this ___ day of ___, 2005 before me personally appeared C. Steven Moore proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Friedman's Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

CRISTINA L. TAMBORINE
Notary Public, Chatham County, Georgia
My Commission Expires April 16, 2007

{SEAL}

Notary Public

[Signature]

Trademark Security Agreement

TRADEMARK

Friedman's Management Corp.

By: [Signature]
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
COUNTY OF Chatham) ss.

On this ____ day of _____, 2005 before me personally appeared Sam Cusano proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Friedman's Management Corp. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

{SEAL} Notary Public


CRISTINA L. TAMBOURINE
Notary Public, Chatham County, Georgia
My Commission Expires April 16, 2007

Trademark Security Agreement

TRADEMARK

ACCEPTED AND ACKNOWLEDGED BY:

**THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent**

By: 
Name: George Louis McKinley
Title: Vice President

Trademark Security Agreement

TRADEMARK

(1) Security interest granted to Bank of America, N.A. by Friedman's Management Corp. (Delaware) on 8/28/2002.

(2) Gap in the chain of title between Friedman's Inc. (Delaware) and Friedman's Inc. (Georgia).

FRIEDMAN'S INC. DOMAIN NAMES

Domain Name	Registration Date	Expiration Date	Record Owner	Status/Comments
friedmans.com	2/2/1996	2/3/2014	Friedmans Inc.	Registered
friedmansjewelers.com	2/2/1996	2/3/2014	FOCedmans Management Corp.	Registered
friedmans-jewelers.com	3/12/1996	3/13/2014	Friedman's Management Corp.	Registered

EXHIBIT A**COLLATERAL ASSIGNMENT OF TRADEMARKS AND GOODWILL**

THIS ASSIGNMENT OF TRADEMARKS AND GOODWILL dated the 9th day of December, 2005 from Friedman's Inc., a Delaware corporation, located at 171 Crossroads Parkway, Savannah, Georgia, 31422, and Friedman's Management Corp., a Delaware corporation, located at 171 Crossroads Parkway, Savannah, Georgia, 31422, (together, the "Assignors"), to **THE CIT GROUP/BUSINESS CREDIT INC.**, a New York corporation (the "Assignee"), recites and provides:

WHEREAS, Assignors are [the owner] of certain U.S. trademarks and service marks and the registrations and applications to register therefor listed in Schedule 1 hereto ("Trademarks"); and

WHEREAS, Assignee desires to obtain for itself as agent and as agent for the Lenders all of each Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, the entire right, title and interest of such Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by and connected with the use of the Trademarks. Each Assignor acknowledges that, pursuant to the Loan Agreement, dated as of December 9, 2005, between Assignor, among other grantors, and Assignee, Assignor granted to Assignee a security interest in and lien upon the assets of Assignor associated with the business conducted under the Trademarks.

Each Assignor further agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

[SIGNATURE PAGE FOLLOWS]

