

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rock Acquisition, LLC		11/30/2006	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	41 South High Street		
Internal Address:	HC0820		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78834719	BRUCE G. WEBER PRECIOUS JEWELS	
Registration Number:	2724297	LOVE IS PRECIOUS	
CORRESPONDENCE DATA			
Fax Number:	(614)221-0479		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	614-229-3217		
Email:	anthony.sugar@baileycavalieri.com		
Correspondent Name:	Anthony J. Sugar		
Address Line 1:	10 West Broad Street		
Address Line 2:	Suite 2100		
Address Line 4:	Columbus, OHIO 43215-3422		
ATTORNEY DOCKET NUMBER:	22175.02577		
NAME OF SUBMITTER:	Anthony J. Sugar		

OP \$65.00 78834719

Signature:	/Anthony J. Sugar/
Date:	12/01/2006
Total Attachments: 9 source=SCN_20061201155636_001#page1.tif source=SCN_20061201155636_001#page2.tif source=SCN_20061201155636_001#page3.tif source=SCN_20061201155636_001#page4.tif source=SCN_20061201155636_001#page5.tif source=SCN_20061201155636_001#page6.tif source=SCN_20061201155636_001#page7.tif source=SCN_20061201155636_001#page8.tif source=SCN_20061201155636_001#page9.tif	

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARKS AND LICENSES**

THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES (this "Agreement") is made as of November 30, 2006, by ROCK ACQUISITION, LLC, an Ohio limited liability company, having an office at 6280 Sawmill Road, Dublin, Ohio 43017 (the "Grantor"), in favor of THE HUNTINGTON NATIONAL BANK, a national banking association, having an office at 41 South High Street, Columbus, Ohio 43215 (the "Bank").

Recitals

A. The Grantor is the owner of certain Trademark Collateral (as defined below).

B. The Grantor, Stone Acquisition, LLC, an Ohio limited liability company and the sole member and manager of the Grantor ("Stone Acquisition" and, together with the Grantor, the "Borrowers"), and the Bank have entered into an Amended and Restated Revolving Credit and Term Loan Agreement of even date herewith (the "Loan Agreement"), pursuant to which the Bank agreed to make to the Borrowers (i) loans (collectively, the "Revolving Credit Loans") up to the maximum aggregate sum of \$7,000,000 under a revolving line of credit (the "Revolving Credit Commitment") and (ii) a term loan in the principal amount of \$6,304,083.33 (the "Term Loan"). The Revolving Credit Commitment is evidenced by an Amended and Restated Revolving Credit Note of the Borrowers dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Revolving Credit Note"). The borrowings under the Revolving Credit Commitment are sometimes hereinafter referred to as the "Revolving Credit Loans." The borrowings under the Term Loan are evidenced by an Amended and Restated Term Promissory Note of the Borrowers dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Term Note", and, collectively with the Revolving Credit Note, the "Notes"). The Revolving Credit Loans and Term Loan are hereinafter collectively referred to as the "Loans." Capitalized terms used in this Assignment that are not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

C. The Grantor has agreed to grant to the Bank a security interest in all of its right, title and interest in and to the Trademark Collateral as collateral security for the performance and payment of (a) all principal, interest and other amounts due and payable under the Loan Agreement, the Credit Documents and the Notes, (b) all costs and expenses incurred by the Bank in the realization upon the Collateral, including without limitation reasonable attorneys' fees and legal expenses, and (c) each and every liability owed by any Borrower to the Bank however created, direct or contingent, due or to become due, whether now existing or hereafter arising (collectively, the "Secured Obligations").

Agreement

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Grantor hereby:

1. Grants to the Bank, as security for the Secured Obligations, a security interest in and to the following (except to the extent forbidden by, and, in any case subject to any restrictions on assignment, pledge or the granting of liens thereon), whether now owned, or, hereafter acquired by the Grantor, and whether now or hereafter existing (the "Trademark Collateral"): (i) all United States and foreign trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, United States and foreign trademark and service mark registrations and applications for trademark or service mark registrations and any extension, modification or renewal thereof ("Trademarks"), including, without limitation, the trademarks and trademark applications listed in Exhibit A attached hereto; (ii) all goodwill connected with the use of, and symbolized by, each Trademark; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing, and all damages and payments therefor, (iv) the rights of the Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the foregoing, including any royalties and income.

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks acquired by the Grantor after the date hereof.

3. Represents and warrants as follows:

(a) Set forth in Exhibit A is a complete and accurate list of all of the Grantor's trademark registrations and applications in existence as of the date hereof.

(b) The Grantor owns all Trademarks identified as owned by it, and has the legal and valid right to use, and to grant security interests with respect to, all of its Trademarks, including Trademarks owned by any third party.

(c) All Trademarks are free from any Lien (other than Permitted Liens) and free of any restrictions which could reasonably be expected to have a material adverse effect on the operation of the business of the Grantor as presently conducted.

(d) The Grantor, as of the date hereof, has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademarks.

(e) All of the registered trademarks among the Trademark are currently in compliance in all material respects with formal legal requirements (including

payment of filing, examination, and maintenance fees) and are valid and enforceable.

(f) No material Trademark has been or is now involved in any interference, reissue, reexamination, opposition or cancellation proceeding; and none of the Trademarks is infringed or has been challenged or threatened in any way.

(g) The Grantor has taken all reasonably necessary steps to use consistent standards of quality in the distribution and sale of all products sold and the provision of all services provided under or in connection with any material Trademark Collateral and has taken all necessary steps to ensure that all licensed users of any such Trademark Collateral adhere to such consistent standards of quality.

(h) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantor of the security interest granted hereby, for the pledge by the Grantor of the Trademark Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each United States trademark registration and application among the Trademarks, or (iii) for the exercise by the Bank of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each United States trademark registration and application.

4. Covenants as follows:

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Bank reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral.

(b) The Grantor hereby authorizes the Bank to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of the Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to the Bank from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Bank may reasonably request, all in reasonable detail.

(d) The Grantor agrees that, should it obtain an ownership interest in any new Trademark Collateral, including any new trademark registration or application, which is not now scheduled on Exhibit A as a part of the Trademark Collateral, any such trademark registration or application, will automatically become part of the Trademark Collateral. The Grantor further agrees that it shall deliver to the Bank a written report, in reasonable detail, upon the Bank's request but not more than annually, setting forth each new trademark application or registration that the Grantor has filed, acquired, created or otherwise obtained since the previous report. The Grantor authorizes the Bank to modify this Agreement by amending Exhibit A hereto (and shall cooperate with the Bank in effecting any such amendment) to include any trademark registration or application which becomes part of the Trademark Collateral.

(e) With respect to each material trademark application or registration set forth in Exhibit A hereto, the Grantor agrees to take all necessary or desirable steps based upon the Grantor's reasonable business judgment, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain each such trademark registration, and (ii) pursue each such trademark application, now or hereafter included in the Trademark Collateral to the extent it has material value or is material to the conduct of the Grantor's business as then conducted, including, if appropriate in the Grantor's judgment, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation in part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Grantor agrees to take corresponding steps with respect to each material new or acquired Trademark to which it now or later become entitled. Any and all expenses incurred in connection with such activities will be borne by the Grantor. The Grantor shall not discontinue use of or otherwise abandon any trademark registration or application now or hereafter included in the Trademark Collateral except in the exercise of the Grantor's reasonable business judgment.

(f) The Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect all material Trademark Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with such material Trademark Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any such material Trademark Collateral use such consistent standards of quality.

(g) The Grantor agrees to notify the Bank promptly and in writing if it learns (i) that any material Trademark Collateral has been determined to have become abandoned, or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material Trademark, or (iii) of any adverse determination with respect to the validity or enforceability of any material Trademark.

(h) In the event that the Grantor makes a determination in its reasonable business judgment that any material Trademark has been infringed or

misappropriated by a third party, the Grantor shall promptly notify the Bank and will take such actions as the Grantor deems appropriate under the circumstances to protect such Trademark, including, if deemed appropriate, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Grantor.

(i) The Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect all material Trademark Collateral.

(j) The Grantor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Trademark Collateral except to an affiliate with prompt written notice thereof to the Bank or as otherwise permitted by the Loan Agreement, or (ii) create or suffer to exist any lien upon or with respect to any Trademark Collateral except for the pledge and security interest created by this Agreement or otherwise permitted by the Loan Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

ROCK ACQUISITION, LLC,
an Ohio limited liability company

By: _____
R. Andrew Johnson, CEO

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that R. Andrew Johnson, CEO of Rock Acquisition, LLC, an Ohio limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of November, 2006.

Notary Public

[SEAL]

My commission expires: _____

misappropriated by a third party, the Grantor shall promptly notify the Bank and will take such actions as the Grantor deems appropriate under the circumstances to protect such Trademark, including, if deemed appropriate, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Grantor.

(i) The Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect all material Trademark Collateral.

(j) The Grantor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Trademark Collateral except to an affiliate with prompt written notice thereof to the Bank or as otherwise permitted by the Loan Agreement, or (ii) create or suffer to exist any lien upon or with respect to any Trademark Collateral except for the pledge and security interest created by this Agreement or otherwise permitted by the Loan Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

ROCK ACQUISITION, LLC,
an Ohio limited liability company

By: 

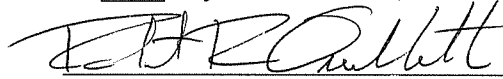
R. Andrew Johnson, CEO

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that R. Andrew Johnson, CEO of Rock Acquisition, LLC, an Ohio limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of November, 2006.



Notary Public

[SEAL]

My ~~commission~~ expires: _____



ROBERT R. OUELLETTE, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 R.C.

EXHIBIT A

<u>FEDERAL TRADEMARKS</u>			
<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
BRUCE G. WEBER PRECIOUS JEWELS	78/834,719	N/A	
LOVE IS PRECIOUS	78/143,064	2,724,297	06/10/03
<u>STATE TRADE NAMES, TRADEMARKS & SERVICE MARKS</u>			
<u>Trade Name</u>	<u>Registration No.</u>	<u>Original Filing Date</u>	<u>Latest Renewal</u>
Bruce G. Weber Precious Jewels	1900305406	4/22/77	