

**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
Hearts On Fire Company LLC		03/31/2010	LIMITED LIABILITY COMPANY: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	Standard Chartered Bank
Street Address:	One Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	banking institution: UNITED KINGDOM

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	2711036	
Registration Number:	2782960	
Registration Number:	2899895	
Registration Number:	2899896	
Registration Number:	2899897	
Registration Number:	2895863	
Registration Number:	2726434	DREAM
Registration Number:	2891402	DREAM
Registration Number:	2119886	HEARTS ON FIRE
Registration Number:	2686511	HEARTS ON FIRE
Registration Number:	2895861	HEARTS ON FIRE
Registration Number:	2893602	HEARTS ON FIRE
Registration Number:	2893603	HEARTS ON FIRE
Registration Number:	2893604	HEARTS ON FIRE

OP \$715.00 2711036

**900159434**

**TRADEMARK  
 REEL: 004184 FRAME: 0006**

Registration Number:	3154961	HEARTS ON FIRE
Registration Number:	3023483	HEARTS ON FIRE
Registration Number:	3234432	HEARTS ON FIRE
Registration Number:	3234433	HEARTS ON FIRE
Registration Number:	3072787	HOF
Registration Number:	3155048	HOF
Registration Number:	3148148	HOF
Registration Number:	3120787	HOF
Registration Number:	2811443	HOF CO.
Registration Number:	3232317	THE MOST PERFECTLY CUT DIAMOND IN THE WORLD
Registration Number:	2956854	THE MOST PERFECTLY CUT DIAMOND IN THE WORLD
Registration Number:	2956851	THE WORLD'S MOST PERFECTLY CUT DIAMOND
Registration Number:	2956852	THE WORLD'S MOST PERFECTLY CUT DIAMOND
Registration Number:	3207284	THE WORLD'S MOST PERFECTLY CUT DIAMOND

**CORRESPONDENCE DATA**

Fax Number: (617)204-4470  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: tberard@heartsonfire.com  
Correspondent Name: Tish L. Berard  
Address Line 1: 99 Summer Street  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Tish L. Berard
Signature:	/Tish L. Berard/
Date:	04/12/2010

**Total Attachments: 12**  
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**SECURITY AGREEMENT**

DATED AS OF

MARCH 31, 2010

BY

**HEARTS ON FIRE COMPANY, LLC,  
AND HOFAS, INC.**

AS PLEDGORS

IN FAVOR OF

**STANDARD CHARTERED BANK**

AS BANK

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SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, the "**Agreement**"), dated as of March 31, 2010, by HEARTS ON FIRE COMPANY, LLC, a limited liability company duly organized and validly existing under the laws of the State of Massachusetts ("**HOF**") and HOFAS, INC., a corporation duly organized and validly existing under the laws of the State of Massachusetts ("**HOFAS**", together with HOF, the "**Pledgors**"), in favor of Standard Chartered Bank, a banking institution organized and existing under the laws of England and Wales (the "**Bank**").

## RECITALS

The Pledgors and the Bank have entered into that certain facility letter agreement dated March 31, 2010 (as amended, modified or supplemented from time to time, the "**Letter Agreement**"), pursuant to which the Bank has agreed, in its sole discretion, to extend credit and other financial accommodations to HOF.

Pursuant to the Letter Agreement, each of the Pledgors is required to grant a security interest in its assets to the Bank as security for the payment when due of all indebtedness and other obligations of HOF under the Loan Documents (as defined in the Letter Agreement).

In order to induce the Bank to enter into the Letter Agreement, the Pledgors have agreed to grant to the Bank a first priority security interest in the collateral described herein;

Each of the Pledgors has determined that it will derive substantial direct and indirect benefits from extensions of credit under the Letter Agreement. In addition, each of the Pledgors has determined that the execution, delivery and performance by it of this Agreement and the granting of security hereunder are necessary or convenient to the conduct, promotion or attainment of the business of such Pledgor.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the parties, the Pledgors hereby covenant and agree with the Bank as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Letter Agreement. In this Agreement:

- (a) "**Collateral**" shall mean and include all assets, properties and rights of the Pledgor whether now or hereafter existing or now owned or hereafter acquired and wherever located, of every kind and description, tangible or intangible, including but not limited to: all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), accounts receivable, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles, intellectual property, trademarks, patents, payment intangibles, software, tax refund claims and supporting obligations, and all accessions to substitutions for an all replacements, products and proceeds of any and all the foregoing.
- (b) "**Event of Default**" shall mean the occurrence of a default or event of default by either Pledgor under the Letter Agreement or any Loan Document.
- (c) "**Obligations**" shall mean and include any and all indebtedness, liabilities and obligations of every kind, nature and description of each Pledgor to Bank, however evidenced, arising under the Loan Documents, whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, joint and/or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, or on original, renewed or

extended terms and whether arising directly or acquired by Bank from any other entity outright, conditionally or as collateral security, by assignment, by merger with any other entity, by assumption, by subrogation, by operation of law or otherwise (including, without limitation, participations or interests of Bank in the obligations of each Pledgor to others), including, but without limiting the generality of the foregoing, indebtedness, obligations or liabilities of each Pledgor to Bank as a member of any partnership, syndicate or association, whether for principal, interest, fees, expenses, indemnities or other amounts and whether incurred by each Pledgor as principal, surety, endorser, guarantor, accommodation party, indemnitor or otherwise.

2. Grant of Security Interest. As continuing security for the prompt and complete payment or performance, as the case may be, in full when due of the Obligations, each Pledgor hereby assigns and pledges to the Bank, its successors and assignees, a security interest in, general lien on and right of set-off against, all of such Pledgor's right, title and interest in, to and under all of the Collateral.

3. Power of Attorney. Each Pledgor hereby constitutes and appoints the Bank and any of its designees as its true and lawful attorney with full power (in the name of such Pledgor or otherwise), (a) upon notice by the Bank of the occurrence of an Event of Default (as defined herein) and during the continuation of such Event of Default, or (b) if any Pledgor fails to safeguard the Bank's interest in the Collateral, or (c) if any Pledgor fails to perfect or maintain the priority of the security interests created hereunder as required by the terms of this Agreement, at each Pledgor's sole cost and expense, to act, require, demand, receive, compound and give acquittance for any and all monies and claims for monies due or to become due to such Pledgor under or arising out of the Collateral, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Bank may deem to be reasonably necessary or advisable to protect its interests. The power-of-attorney granted pursuant to this section is coupled with an interest and shall be irrevocable until all Obligations have been paid in full.

4. Financing Statements.

(a) Each Pledgor will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Bank such financing statements, such patent, trademark and copyright filings and such other filings, in form reasonably acceptable to the Bank, as the Bank may from time to time reasonably request and as are reasonably necessary and appropriate in the opinion of the Bank to establish and maintain a valid, enforceable, perfected security interest in the Collateral as provided herein and priority thereof and the other rights and security contemplated hereby.

(b) Each Pledgor hereby authorizes the Bank to file any financing statement, continuation statements, patent, trademark or copyright filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents as are reasonably necessary or appropriate in the opinion of the Bank to establish and maintain a valid, enforceable, perfected security interest in the Collateral, without the signature of any Pledgor where permitted by law. Without limiting the generality of the foregoing, not later than the date 30 days after the date of the Letter Agreement, each Pledgor will cause to be executed, delivered and filed in the United States Patent and Trademark Office such additional security agreements and other filings as the Bank may reasonably request in connection with the grant of security interests in (i) the trademarks listed on Schedule 1 annexed hereto and (ii) all other intellectual property existing on the date of this Agreement that shall be further agreed to by the Bank and Pledgors.

5. Further Action. Each Pledgor will, at the joint and several expense of the Pledgors and upon the reasonable request of the Bank, make, execute, endorse, acknowledge, file and/or deliver to the Bank from time to time such lists, descriptions and designations of its Collateral, warehouse receipts, receipts in the nature of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, certificates, reports and other assurances or instruments and take such further steps relating to the Collateral and other property or rights covered by the security interest hereby granted, which the Bank deems reasonably necessary or desirable to perfect, preserve or protect its security interest in the Collateral or the priority thereof.

6. Representations and Warranties. Each Pledgor hereby reaffirms each of the representations and warranties contained in the Letter Agreement and adds thereto the following, each of which is a continuing representation and warranty, the continuing truth and accuracy of each of such representations and warranties being a continuing condition of financing of HOF by Bank:

- (a) Authority. Each Pledgor has the corporate power to borrow and to execute, deliver and perform the terms and provisions of this Agreement, the Loan Documents and all other instruments and documents delivered by it pursuant hereto and thereto. Each Pledgor has taken or caused to be taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement, the Loan Documents and such other instruments and documents.
- (b) Binding Obligations. This Agreement, the Loan Documents and such other instruments and documents constitute and will constitute legal, valid and binding obligations of each Pledgor, enforceable in accordance with their respective terms.
- (c) Compliance with Laws. Each Pledgor is in compliance with the requirements of all applicable laws, rules, regulations and orders of any governmental authority relating to its business as presently conducted or contemplated, including, without limitation, all licensing and approval requirements, the Employee Retirement Income Security Act of 1974, as amended, and the Internal Revenue Code of 1986, as amended.
- (d) No Further Action. No action of, or filing with, any governmental or public body or authority (other than the filing or recording of Uniform Commercial Code financing statements or other documents evidencing security interests and liens of Bank) is required in connection with the execution, delivery and performance of this Agreement, the Loan Documents or any of the instruments or documents to be delivered pursuant hereto or thereto.
- (e) Information Not Misleading. None of the information contained in the representations and warranties made by each Pledgor set forth in this Agreement, the Loan Documents or in any other instruments, documents, list, certificate, statement, financial statements, schedule or exhibit heretofore delivered or to be delivered to Bank, as contemplated herein or therein, contains or will contain any untrue statement of a material fact or omits or will omit to state a fact necessary in order to make the statements contained herein or therein not misleading.
- (f) Corporate Identity. Each Pledgor's place of incorporation, its principal place of business and chief executive office, where its records are maintained, etc. have been disclosed to the Bank. Pledgor does not use any trade styles, trade names or fictitious corporate names except as previously disclosed to the Bank.
- (g) Priority. To the best of each Pledgor's knowledge and pursuant to actions taken by the

Pledgors within their control, the security interest and liens granted by each Pledgor to Bank under this Agreement constitute valid and perfected first priority security interests in and liens upon the Collateral.

- (h) Title. Each Pledgor has good and marketable title to all of its properties and assets subject to no liens, mortgages, pledges, security interests, encumbrances or charges of any kind, except in favor of Bank.
- (i) No Default. After giving effect to the transactions contemplated by this Agreement, the Loan Documents and any and all other instruments or documents delivered in connection herewith or therewith, there does not exist at the date hereof any condition or event which constitutes an Event of Default hereunder or which after notice or lapse of time, or both, would constitute such an Event of Default hereunder.

7. Covenants. Each Pledgor covenants and agrees that from and after the date of this Agreement, until the Obligations are fully and indefeasibly satisfied and the Loan Documents are terminated:

- (a) Instruments. Each Pledgor shall promptly notify the Bank of any instruments, documents, securities or chattel paper that are owned or acquired by the Pledgor. At any time and from time to time, upon the demand of Bank, each Pledgor shall deliver and pledge to Bank, duly endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as Bank may reasonably request, any and all instruments, documents, securities and/or chattel paper which are included in the Collateral as Bank may request.
- (b) Negative Pledge. Each Pledgor shall not, without the prior written consent of Bank, such consent not to be unreasonably withheld, assign, sell, mortgage, lease, transfer, set over, pledge, grant any security interest in or lien upon, encumber, or otherwise dispose of or abandon any of its real or personal property, whether now owned or hereafter acquired, nor will either Pledgor permit any such lien, encumbrance or disposition to exist or occur with respect to such property, except for (i) the sale from time to time in the ordinary course of business of such property as may constitute inventory of the Pledgors; (ii) tax, mechanic's and other like liens arising in the ordinary course of business securing obligations which are not overdue or (unless or until foreclosure or other similar proceedings shall have commenced) are being contested in good faith by appropriate proceedings and are adequately reserved against in the opinion of Bank; (iii) liens, encumbrances and security interests in favor of Bank; and (iv) as otherwise provided for in Section 7(c) of this Agreement and Section 6(j) of the Letter Agreement.
- (c) Change of Control. Pledgors will not merge or consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or a series of transactions) (i) up to a maximum of ten percent (10%) of the Borrower's and Pledgors' consolidated assets or shares (whether now owned or hereafter acquired) to any person or entity without providing thirty (30) days prior written notice to the Bank or (ii) more than ten percent (10%) of the Borrower's and Pledgors' consolidated assets or shares (whether now owned or hereafter acquired) to any person or entity without the Bank's prior written consent, such consent not to be unreasonably withheld;
- (d) Name and Location of Business. Each Pledgor shall not without 30 days' prior written notice to the Bank change its name or principal place of business and chief executive office or any of the locations of the Collateral without the prior written consent of Bank; and prior to any such change to which Bank so consents, each Pledgor agrees to execute and deliver or cause to be delivered to Bank, any additional documents, instruments and agreements, including, without limitation, financing statements, waivers and subordinations, as Bank may request.

- (e) Books and Records. Each Pledgor shall maintain and safeguard any and all documents, instruments and chattel paper in its possession and its individual books and records relating to the Collateral in a commercially reasonable manner and cause the security interest granted herein to Bank to be marked thereon.
- (f) Insurance. Each Pledgor shall at all times maintain, with financially sound and reputable insurers reasonably acceptable to Bank, insurance with respect to the Collateral for not less than its full market value and against all risks to which it is exposed, including, without limitation, fire, explosion, theft and such other casualties as are customarily insured against by companies engaged in the same or similar business as that of each Pledgor. All policies shall be in such form, substance, amounts and coverage as shall be reasonably satisfactory to Bank and shall provide for not less than ten (10) days' prior written cancellation notice to Bank. Upon the occurrence of an Event of Default and thereafter, Bank may act as attorney for each Pledgor in obtaining, adjusting, compromising, settling and canceling such insurance and any claims thereunder. Each Pledgor shall promptly (a) obtain endorsements to all existing and future insurance policies with respect to the Collateral specifying that the proceeds of such insurance shall be payable to Bank and Pledgors as their interests may appear and further specifying that Bank shall be paid notwithstanding any act or omission by Pledgors; and (b) deliver to Bank an original executed copy of, or executed certificate of the insurance carrier with respect to, such endorsement and, at Bank's request, the original or a certified duplicate original of each underlying insurance policy. At its option, Bank may apply any insurance monies received by Bank at any time to the cost of repairs or replacement of the Collateral and/or to payment of the Obligations, whether or not due, in any order and in such manner as Bank at its sole discretion may determine.
- (g) Maintenance. Each Pledgor shall use, maintain and protect, for lawful purposes only, the Collateral, with all reasonable care and in conformity with all applicable laws, ordinances, regulations and insurance policies.
- (h) Taxes and Levies. Each Pledgor shall promptly pay when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or for its use or operation or upon the proceeds thereof or upon any instrument evidencing the Obligations, as well as claims of any kind against the Collateral (including claims for labor, materials and supplies) unless such taxes, assessments, charges, levies or claims are being contested in good faith and are adequately reserved for in the opinion of Bank.
- (i) Fixtures. If all or any part of the Collateral is or is about to become affixed to realty, Pledgor shall, at Bank's request, furnish Bank with a writing executed by the owner and mortgagee of the realty whereby the owner and mortgagee subordinates its rights and priorities to Bank's interest in the Collateral. If the Collateral is or may become subject to a landlord's lien, Pledgor shall provide written notice to the Bank of such landlord's lien and reasonably cooperate with Bank to obtain a landlord's waiver satisfactory in form and substance to Bank.
- (j) Notice. Pledgors shall promptly notify Bank in writing of the details of (a) any material loss, damage, investigation, action, suit, proceeding or claim relating to the Collateral or which would result in any material adverse change in Pledgors' business, properties, assets, goodwill or condition, financial or otherwise, and (b) the occurrence of any Event of Default or event which, with the passing of time or giving of notice or both, would constitute an Event of Default.
- (k) Inspection. Each Pledgor shall permit the Bank or its representatives at any time and from time to time to inspect all inventory in storage at the Pledgors' expense.

8. Costs. Any payment made or expense incurred by the Bank pursuant to this section shall constitute a part of the Obligations secured hereby.

- (a) Preservation. At its option, Bank may discharge taxes, liens or security interests or other encumbrances or charges at any time levied or placed on the Collateral and may pay for the insurance, maintenance and preservation of the Collateral. Each Pledgor agrees to reimburse Bank on demand, together with interest thereon at the rate specified in the Loan Documents, for any payment made or expense incurred by Bank in connection with the foregoing or otherwise under this Agreement.
- (b) Collection. Pledgors shall pay Bank, on Bank's demand, any and all sums, costs and expenses which Bank may pay or incur in connection with the preparation and negotiation of this Agreement, the Loan Documents and any related agreements or instruments, together with any amendments or supplements hereto or thereto, or in defending, protecting or enforcing the security interest granted herein or in defending, collecting or attempting to collect the Obligations, including, without limitation, all search, filing and recording fees, taxes, attorneys' fees, legal expenses and all fees and expenses for the service and filing of papers, marshals, sheriffs, custodians, auctioneers and others, and all court costs and collection charges.

9. Rights and Remedies.

- (a) Upon the occurrence of any Event of Default and notice thereof from Bank and at any time thereafter, Bank shall have the following rights and remedies which may be exercised, at Bank's discretion, at any time or times with or without judicial process, with or without the assistance of others and without notice to or consent by either Pledgor except as such notice or consent is expressly provided for hereunder or required by law.
  - (i) Bank, at its discretion and without limitation, may enter upon any premises on or in which the Collateral may be located and take possession thereof and remove all or any of the Collateral from such premises for the purposes of effecting the sale, foreclosure or other disposition thereof or for any other purpose.
  - (ii) Pledgors shall, at the request of Bank, assemble the Collateral at such place or places as Bank designates in its request.
  - (iii) In the event Bank institutes an action to recover any Collateral, or seeks recovery of any Collateral by way of prejudgment remedy, Pledgors waive the posting of any bond which might otherwise be required.
  - (iv) Bank may, at its discretion and without limitation, (a) collect, foreclose, receive, appropriate, set off and realize upon any and all Collateral, or (b) sell, lease, transfer, assign, deliver or otherwise dispose of any and all Collateral (including, without limitation, entering into contracts with respect thereto and by public or private sales at any exchange, broker's board, premises of Pledgor, office of Bank or elsewhere) at such prices or terms as Bank may deem reasonable, for cash, upon credit or for future delivery, with Bank having the right to purchase the whole or any part of the Collateral at any such public sale, all of the foregoing being free from any right or equity of redemption of Pledgor, which right or equity of redemption is hereby expressly waived and released by Pledgor. If any of the Collateral is sold or leased by Bank upon credit terms or for future delivery, the Obligations shall not be reduced as a result thereof until

indefeasible payment is finally collected by Bank. Ten (10) days prior notice by Bank to Pledgors designating the time and place of any public auction of the Collateral or the time after which any private sale or other disposition of the Collateral may take place shall be deemed to be reasonable notice thereof, and Pledgor waives any other notice.

- (v) Bank may apply the cash proceeds of the Collateral actually received by Bank from any sale, lease, foreclosure or other disposition of the Collateral to payment of (a) all costs and expenses of every kind or nature incurred or paid by Bank in connection therewith, including, without limitation, reasonable attorneys' fees and a reasonable estimate of the allocated cost of Bank's in-house counsel and legal staff, and (b) all and any of the other Obligations, in whole or in part and in such order as Bank may elect, whether then due or not due.
- (b) Bank shall have the right at its sole discretion to determine which rights and remedies and in which order any of the same are to be exercised, and Bank may at any time pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of the Obligations. Bank may, at any time or times, proceed directly against Pledgor or any guarantor or other obligor on or in respect of the Obligations to enforce payment of the Obligations and shall not be required to take any action of any kind to preserve, collect or protect Bank's or Pledgors' rights in the Collateral.
- (c) All rights, remedies, powers and benefits granted to Bank by Pledgors under this Agreement, the other Loan Documents or any oral or other written agreement, or granted by applicable law, whether expressly granted or implied in law, are cumulative, not exclusive and enforceable alternatively, successively, or concurrently on any one or more occasions and shall include, without limitation, the right to apply to a court of equity for an injunction to restrain a breach or threatened breach by Pledgors of this Agreement, the Loan Documents or such other agreements.

10. Miscellaneous.

- (a) Obligations Absolute. Notwithstanding that Bank, whether on its own behalf and/or on behalf of others, may continue to hold the Collateral, and regardless of the value thereof, Pledgors shall be and remain liable for the payment in full, including principal and interest, of any balance of the Obligations and expenses hereunder at any time unpaid.
- (b) Waiver of Demand. Pledgors hereby expressly waives demand, presentment, protest, notice of protest and notice of dishonor with respect to any and all instruments and commercial paper included in or evidencing any of the Obligations or the Collateral, and any and all other demands and notices of any kind or nature whatsoever with respect to the Obligations, the Collateral, this Agreement and the Loan Documents, except such as are expressly provided for herein or therein.
- (c) Indemnity. Under no circumstances shall Bank be deemed to have assumed any responsibility for or obligation or duty of any nature or kind with respect to any Collateral, or any matter or proceedings arising out of or relating thereto, but the same shall be at the sole risk of Pledgors at all times. Pledgors hereby release Bank, its officers, employees and designees from any claims, causes of action and demands at any time arising out of, relating to or with respect to this Agreement, the Loan Documents, the Obligations, the Collateral and/or any actions taken or omitted to be taken by Bank with respect thereto, and Pledgors hereby agrees to indemnify and hold Bank harmless from and with respect to any and all such claims, causes of action and demands by any

person or entity.

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IN WITNESS WHEREOF, Bank and each Pledgor have executed this Agreement as of the day and year first above written.

HEARTS ON FIRE COMPANY, LLC  
as Pledgor

By:   
Name: W.T. ANDERSON  
Title: CFO

STANDARD CHARTERED BANK,  
as Bank,

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

HOFAS, INC.  
as Pledgor

By:   
Name: W.T. ANDERSON  
Title: CFO

IN WITNESS WHEREOF, Bank and each Pledgor have executed this Agreement as of the day and year first above written.

HEARTS ON FIRE COMPANY, LLC  
as Pledgor

By: \_\_\_\_\_  
Name:  
Title:

STANDARD CHARTERED BANK,  
as Bank,

By:   
Name: BRYAN WALKER  
Title: DIRECTOR

HOFAS, INC.  
as Pledgor

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: ROBERT K. REDDINGTON  
Title: AVP/CREDIT DOCUMENTATION  
CREDIT RISK CONTROL  
STANDARD CHARTERED BANK N.Y.

Schedule 1  
Main Trademarks

HEARTS ON FIRE  
THE WORLD'S MOST PERFECTLY CUT DIAMOND  
THE MOST PERFECTLY CUT DIAMOND IN THE WORLD  
Chevron Design  
HOF CO.  
HOF  
DREAM