

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A. LINK PARTNERS, INC.		11/30/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	ISRAEL DISCOUNT BANK OF NEW YORK		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Commercial Bank: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4547926	THE BEAUTY IS IN THE BRILLIANCE	
Registration Number:	4494585	A.LINK	
CORRESPONDENCE DATA			
Fax Number:	4014541976		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4014545000		
Email:	jrmiller@millercaine.com		
Correspondent Name:	Joseph R. Miller		
Address Line 1:	349 Hope Street		
Address Line 2:	Miller & Caine LLP		
Address Line 4:	Providence, RHODE ISLAND 02906		
NAME OF SUBMITTER:	Joseph R. Miller		
SIGNATURE:	/Joseph R. Miller/		
DATE SIGNED:	12/30/2015		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 30th day of November, 2015, by and between **A. LINK PARTNERS, INC.**, a New York corporation with an address of 7 West 45th Street, Suite 801, New York, NY 10036 (the "**Debtor**"); and **ISRAEL DISCOUNT BANK OF NEW YORK**, a commercial bank chartered by the State of New York with an address of 511 Fifth Avenue, New York, NY 10017 (the "**Secured Party**").

RECITALS

WHEREAS, the Debtor has executed in favor of the Secured Party a certain Guaranty dated the date hereof (as the same may be amended, extended, supplemented, restated or otherwise modified from time to time, the "**Guaranty**"), pursuant to which the Debtor has guaranteed the obligations of A. Link Inc., a New York corporation and affiliate of the Debtor, to the Secured Party pursuant to an uncommitted cancellable demand advised line of credit.

WHEREAS, in connection with the Guaranty, the Debtor has executed and delivered to the Secured Party, a certain General Security Agreement dated as of even date herewith (as the same may be amended, renewed, restated or extended from time to time, the "**ALP Security Agreement**") and the Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Secured Party under the ALP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the Debtor hereby agrees as follows:

1. **Security Interest.** The Debtor hereby grants to the Secured Party a continuing security interest in, and a collateral assignment and pledge of, all trademarks, trademark applications, service marks and trade names now or hereafter owned by the Debtor, whether registered or unregistered, including, but not limited to, those trademarks of the Debtor listed on Schedule A attached hereto and made a part hereof (collectively, the "**Trademarks**"), together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "**Collateral**"), as security for the Obligations (as defined in the ALP Security Agreement). The Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** The Debtor represents and warrants to the Secured Party that:

2.1. Schedule A sets forth as of the date hereof all United States trademark registrations and applications owned by the Debtor.

2.2. As of the date hereof, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. As of the date hereof, to the best of the Debtor's knowledge, no claim has been made that the use of any of the Collateral violates the rights of any third person and Debtor is not aware of any basis for any such claim to be asserted.

2.4. The Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances, and including without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons (other than the security interest granted hereby and any of the foregoing entered into in the ordinary course of business).

2.5. The Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.6. The Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. **Covenants**. The Debtor covenants and agrees with the Secured Party that the Debtor:

(a) will keep the Collateral free from any lien, security interest or encumbrance (except in favor of the Secured Party) and will defend the Collateral and the title thereto against all claims and demands of all other persons at any time claiming same or any interest therein;

(b) shall not abandon any Collateral except such Collateral the abandonment of which could not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtor;

(c) shall maintain all rights held by the Debtor relating to the Collateral except such Collateral as to which the failure to maintain would not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtor;

(d) until all of the Obligations shall have been paid in full and the commitments therefor shall have been terminated, shall not enter into any agreement (including a license agreement) that conflicts with the Debtor's obligations under this Agreement other than agreements that could not reasonably be expected to affect the value of the Collateral, without the Secured Party's prior written consent;

(e) will not sell or offer to sell or otherwise transfer the Collateral or any interest therein (other than non-exclusive licenses granted in the ordinary course of the Debtor's business) without the prior written consent of the Secured Party;

(f) if the Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 hereof shall automatically apply thereto and at least annually the Debtor shall give to the Secured Party written notice thereof, and shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record the Secured Party's interest in such trademarks with the U.S. Commissioner of Patents and Trademarks;

(g) will continue to use proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry; and

(h) shall execute, or use reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Secured Party in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. **Remedies.** After the occurrence and during the continuance of any Event of Default (as defined in the ALP Security Agreement), the Secured Party may declare all obligations secured hereby immediately due and payable and shall have the remedies set forth in the ALP Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. **Attorney-in-Fact.** The Debtor hereby appoints the Secured Party the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the ALP Security Agreement), to execute and deliver, in the name of and on behalf of the Debtor, and to cause the recording of all such further assignments and other instruments as the Secured Party deems necessary or desirable in order to carry out the intent of the ALP Security Agreement. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Secured Party (or the Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

6. **General.**

6.1. No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising on the part of the Secured Party, any right, power or privilege hereunder or under the Guaranty and/or the ALP Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the ALP Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the ALP Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtor and the Secured Party.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3(f) hereof.

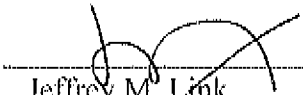
6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

A. LINK PARTNERS, INC.

By: 

Jeffrey M. Link
President

ISRAEL DISCOUNT BANK OF NEW YORK

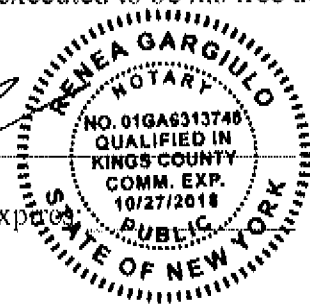
By: *Irene B. Spector*
Irene B. Spector
Senior Vice President

By: *Susan L. Callahan*
Susan L. Callahan
Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

In New York on the 30th day of November, 2015, before me personally appeared Jeffrey M. Link, President of A. Link Partners, Inc., known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of A. Link Partners, Inc.

[Signature]
Notary Public
My commission expires _____



STATE OF NEW YORK
COUNTY OF NEW YORK

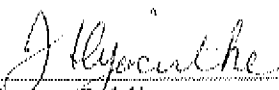
In New York on the 30 day of November, 2015, before me personally appeared Irene B. Spector, Senior Vice President of Israel Discount Bank of New York, known by me to be the party executing the foregoing instrument, and she acknowledged said instrument by her so executed to be her free act and deed and the free act and deed of said Israel Discount Bank of New York.

JENNIFER A HYACINTHE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HY6275811
Qualified In Kings County
My Commission Expires February 04, 2017

J Hyacinthe
Notary Public
My Commission Expires 2/4/17

STATE OF NEW YORK
COUNTY OF NEW YORK

In New York on the 30 day of November, 2015, before me personally appeared Susan L. Callahan, Vice President of Israel Discount Bank of New York, known by me to be the party executing the foregoing instrument, and she acknowledged said instrument by her so executed to be her free act and deed and the free act and deed of said Israel Discount Bank of New York.



Notary Public
My Commission Expires 2/4/17

SCHEDULE A
TRADEMARKS

OWNER OF RECORD OF EACH: A. LINK PARTNERS, INC.

Word Mark	THE BEAUTY IS IN THE BRILLIANCE
Goods and Services	IC 014. US 002 027 028 050. G & S: Jewellery and precious stones; precious and semi precious gems; diamond jewelry; jewellery chains; jewelry, namely, brooches, earrings, pendants, bracelets, necklaces, pins and rings. FIRST USE: 20100531. FIRST USE IN COMMERCE: 20100531
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85305781
Filing Date	April 27, 2011
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	September 13, 2011
Registration Number	4547926
Registration Date	June 10, 2014
Owner	(REGISTRANT) A. Link Partners, Inc. CORPORATION NEW YORK 1156 Sixth Avenue, 8th Floor New York NEW YORK 10036
Attorney of Record	William J. Sapone
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

(continued on next page)

Word Mark A.LINK
Goods and Services IC 014. US 002 027 028 050. G & S: Jewelry and precious stones; precious and semi-precious gems; diamond jewelry; jewelry chains; jewelry, namely, broaches, earrings, pendants, bracelets, necklaces, pins and rings. FIRST USE: 20051231. FIRST USE IN COMMERCE: 20051231
Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number 86017807
Filing Date July 23, 2013
Current Basis 1A
Original Filing Basis 1A
Published for Opposition December 24, 2013
Registration Number 4494585
Registration Date March 11, 2014
Owner (REGISTRANT) A. Link Partners, Inc. CORPORATION NEW YORK 1156 Sixth Avenue, 8th floor New York NEW YORK 10036
Attorney of Record William J. Sapone
Description of Mark Color is not claimed as a feature of the mark. The mark consists of "A.LINK" in a large stylized font.
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE