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11-08-1999

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

10-29-1999



101194113

U.S. Patent & TMO/TM Mail Rpt Dt. #40

of Patents :

...ed original documents or copy thereof.

1. Name of conveying party(ies):

Halston Newco, LLC

10-29-99

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: HF6, Inc.

Internal Address: _____

Street Address: 500 West Monroe Street

City: Chicago State: IL ZIP: 60661

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: September 15, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Schedule A

B. Trademark registration No.(s)

See Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Deborah Wing

Internal Address: Katten Muchin & Zavis
Suite 1600

Street Address: 525 West Monroe Street

City: Chicago State: IL ZIP: 60661

6. Total number of applications and registrations involved: _____

27

7. Total fee (37 CFR 3.41):..... \$ 690.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

11/05/1999 MTHA11 00000202 75517185

01 FC:481 40.00 OP
02 FC:482 650.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Deborah A. Wing
Name of Person Signing

Signature

10/29/99
Date

Total number of pages comprising cover sheet: _____

**SCHEDULE A
U.S. OWNED TRADEMARKS**

COUNTRY	TRADEMARK NAME	OWNER	(SERIAL NO.) REG. NO. <REN. NO.>	(FILING DATE) REG. DATE <REN. DATE>	GOODS	REMARKS
U.S.A.	H DESIGN	Halston Newco LLC	(165,242) 1,134,640	(04/06/78) 05/06/80 <05/06/00>	women's handbags in i.c. 18	Assignment recorded 4/29/98. Sec. 8 & 15 accepted 3/24/86.
U.S.A.	H DESIGN (Multiple H's)	Halston Newco LLC	(75/517,185)	(07/10/98)	luggage in i.c. 18	Intent-to-use application. Re-filing of Reg. No. 1,095,978.
U.S.A.	H HALSTON & Design	Halston Newco LLC	(75/177,302)	(10/07/96)	buttons and rivets for clothing in i.c. 26	Assignment recorded 4/29/98. Intent-to-use application. Extension of Time to file Statement of Use has been filed.
U.S.A.	HALSTON	Halston Newco LLC	(75/118,641) 2,166,353	(06/12/96) 06/12/98 <06/12/03> U <06/12/08>	costume jewelry in i.c. 14	Assignment recorded 4/29/98.
U.S.A.	HALSTON	Halston Newco LLC	(75/183,990) 2,226,564	(10/11/96) 02/23/99 <02/23/04> U <02/23/09>	bells in i.c. 25	Assignment recorded 4/29/98. Intent-to-use application.
U.S.A.	HALSTON	Halston Newco LLC	(75/190,943)	(10/30/96)	decorative pillows in i.c. 20; sheets, pillowcases, bed skirts, bedding accessories, duvets, quilts, comforters, shams, bed-in-a-bag, towels, curtains, drapes, valences and other window treatments and window dressings in i.c. 24	Intent-to-use application.
U.S.A.	HALSTON	Halston Newco LLC	(75/200,129)	(11/19/96)	women's handbags, purses, pocketbooks and pouches; knapsacks and backpacks; shopping bags in i.c. 18	Assignment recorded 4/29/98. Intent-to-use application. Extension of Time to file Statement of Use has been filed.

COUNTRY	TRADEMARK NAME	OWNER	(SERIAL NO.) REG. NO. <REN. NO.>	(FILING DATE) REG. DATE <REN. DATE>	GOODS	REMARKS
U.S.A.	HALSTON	Halston Newco LLC	(75/421,757)	(1/22/98)	wallets, billfolds, bags, keyholders, key cases, key fobs, calendars, organizers, money clips, money cases, attache cases, business card cases, calling card cases, document cases, overnight cases, checkbook covers, checkbook holders, personal accessory cases, cigarette cases, cosmetic classes (sold empty), toiletry cases (sold empty), vanity cases (sold empty), coin purses, coin pouches, passport holders, credit card holders, credit card cases, phone bags, travel bags, pocketbooks, purses, handbags in i.c. 18	Assignment recorded 4/29/98. Intent-to-use application. Re-filing of Reg. No. 1,083,527. Extension of Time to file Statement of Use has been filed.
U.S.A.	HALSTON	Halston Newco LLC	(75/464,477)	(4/8/98)	shoes and boots in i.c. 25	Assignment recorded 4/29/98. Intent-to-use application. Re-filing of Reg. No. 1,092,364. Published for Opposition in the 7/2/99 Official Gazette.
U.S.A.	HALSTON	Halston Newco LLC	(75/464,599)	(4/8/98)	men's suits, sport coats, shirts, jackets, shirt-jacs, sportshirts, sweaters, shorts, leisure suits, vests and trousers, gloves in i.c. 25	Assignment recorded 4/29/98. Intent-to-use application. Re-filing of Reg. Nos. 1,089,265 and 1,089,266.
U.S.A.	HALSTON	Halston Newco LLC	(73/007,353) 999,713	(11/27/73) 12/17/74 <12/17/04>	men's suits and shirts in i.c. 25	Assignment recorded 4/29/98. Sec. 8 & 15 accepted 4/2/81.
U.S.A.	HALSTON	Halston Newco LLC	(11,260) 1,002,073	(01/18/74) 01/21/75 <01/21/05>	women's hats, jackets, skirts, blouses, shirts, suits, pants suits, trousers, vests, capes, dresses, robes, pajamas, sweaters, shorts, caftans, coats, scarves, raincoats, rainhats and rainsuits in i.c. 25; retail clothing store services in i.c. 42	Assignment recorded 4/29/98. Sec. 8 & 15 accepted 6/5/81.
U.S.A.	HALSTON	Halston Newco LLC	(7,358) 1,012,939	(11/27/73) 06/10/75 <06/10/05>	luggage in i.c. 18	Assignment recorded 4/29/98. Sec. 8 & 15 accepted 7/21/81.
U.S.A.	HALSTON	Halston Newco LLC	(75/517,396)	07/10/98	jewelry - namely, necklaces composed of perfume containers in i.c. 14 and containers for perfume in i.c. 21	Intent-to-use application. Refiling of Reg. No. 1,098,722. Application will be suspended pending outcome of applications for HALSTON Z and SHEER HALSTON by Halston Parfums, Inc.

COUNTRY	TRADEMARK NAME	OWNER	(SERIAL NO.) REG. NO. < REN. NO. >	(FILING DATE) REG. DATE < REN. DATE >	GOODS	REMARKS
U.S.A.	HALSTON	Halston Newco LLC	(132,576) 1,103,001	(07/01/77) 09/26/78 < 09/26/08 >	eyeglass frames and parts thereof; sunglasses; and eyeglass and sunglass cases in i.c. 9	Assignment recorded 4/29/98. Sec. 8 & 15 accepted 5/21/84.
U.S.A.	HALSTON	Halston Newco LLC	(165,241) 1,137,949	(04/06/77) 07/22/80 < 07/22/00 >	men's scarves, neckties and mufflers in i.c. 25	Assignment recorded 4/29/98. Sec. 8 & 15 accepted 3/24/86.
U.S.A.	HALSTON	Halston Newco LLC	(165,240) 1,138,450	(04/06/78) 08/05/80 < 08/05/00 >	brassieres, underpants, slips, petticoats & teddies all in i.c. 25	Assignment recorded 4/29/98. Sec. 8 & 15 accepted 7/14/84.
U.S.A.	HALSTON	Halston Newco LLC	(165,243) 1,138,451	(04/06/78) 08/05/80 < 08/05/00 >	men's robes and men's pajamas in i.c. 25	Assignment recorded 4/29/98. Sec. 8 accepted 3/24/86.
U.S.A.	HALSTON	Halston Newco LLC	(74/004,802) 1,621,118	(11/24/89) 11/06/90 < 11/06/00 >	watches in i.c. 14	Assignment recorded 4/29/98. Sec. 8 & 15 accepted 1/27/97.
U.S.A.	HALSTON and Design	Halston Newco LLC	(75/177,291)	(10/07/96)	buttons and rivets for clothing in i.c. 26	Intent-to-use application.
U.S.A.	HALSTON and Design	Halston Newco LLC	(75/177,300)	(10/07/96)	belt buckles in i.c. 26	Assignment recorded 4/29/98. Intent-to-use application. Extension of Time to file Statement of Use has been filed.
U.S.A.	HALSTON and Design (zipper pull design)	Halston Newco LLC	(75/177,303)	(10/07/96)	zipper pulls in i.c. 26	Assignment recorded 4/29/98. Intent-to-use application. Extension of Time to file Statement of Use has been filed.
U.S.A.	HALSTON and Design (zipper pull design)	Halston Newco LLC	(75/177,697)	(10/07/96)	zipper pulls in i.c. 26	Assignment recorded 4/29/98. Intent-to-use application. Extension of Time to file Statement of Use has been filed.
U.S.A.	HALSTON ELEMENTS	Halston Newco LLC	(75/284,381)	(04/30/97)	women's blouses, pants, skirts and legging in i.c. 25	Assignment recorded 4/29/98. Intent-to-use application. Extension of Time to file Statement of Use has been filed.

COUNTRY	TRADEMARK NAME	OWNER	(SERIAL NO.) REG. NO. <REN. NO.>	(FILING DATE) REG. DATE <REN. DATE>	GOODS	REMARKS
U.S.A.	HALSTON INTIMATES	Halston Newco LLC	(75/284,378)	(04/30/97)	women's loungewear, underwear, foundations and sleepwear in i.c. 25	Assignment recorded 4/29/98. Intent-to-use application. Extension of Time to file Statement of Use has been filed.
U.S.A.	HALSTON SIGNATURE	Halston Newco LLC	(75/284,379)	(04/30/97)	eyeglasses in i.c. 9; jewelry and watches in i.c. 14; handbags and purses in i.c. 18; towels, bedding and bedding accessories in i.c. 24; women's and children's apparel, namely, dresses, skirts, blouses, sweaters, pantyhose, coats and jackets (fabric and leather and rainwear); belts and scarves; fur coats, jackets, gloves, mufflers and headwear; men's ties; sleepwear and loungewear; shoes, boots and other footwear in i.c. 25	Assignment recorded 4/29/98. Intent-to-use application. Extension of Time to file Statement of Use has been filed.
U.S.A.	HALSTON SPORT	Halston Newco LLC	(75/284,380)	(04/30/97)	eyeglasses in i.c. 9; jewelry and watches in i.c. 14; backpacks, knapsacks and handbags in i.c. 18; women's apparel, namely, dresses, blouses, skirts, sweaters, jackets, coats and rainwear (non-fur); shoes, boots and other footwear; and belts and scarves in i.c. 25	Assignment recorded 4/29/98. Intent-to-use application. Extension of Time to file Statement of Use has been filed.

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of September 15, 1999, by and between Halston Newco LLC, a Delaware limited liability company ("Grantor"), and HF6, Inc., a Delaware corporation ("Grantee").

WHEREAS, Halston Investments, Ltd. ("HIL") had adopted and used the Marks (as hereinafter defined) and pursuant to that certain Term Loan and Security Agreement, dated as of March 15, 1996, by and between HIL and Heller Financial, Inc., a Delaware corporation ("Heller"), that certain Trademark Security Agreement dated, March 15, 1996, by and between HIL and Heller and related documents (collectively, the "Loan and Security Documents"), HIL pledged, mortgaged and granted to Heller a first priority security interest in the Marks;

WHEREAS, pursuant to the terms and conditions of that certain Foreclosure Agreement, dated April 27, 1998, among Heller, Grantor, HIL, Catterton-Simon Partners III, L.P., Tropic Tex International, Inc., Halston Apparel Group, Inc., Marc Setton and Jack Setton (the "Foreclosure Agreement") and the Loan and Security Documents, Heller granted and assigned unto Grantor all of Heller's right, title and interest in and to (i) each of the Marks and the goodwill of the business symbolized by each of the Marks; (ii) all customer lists and other records of Heller relating to the distribution of products bearing the Marks; (iii) each of the Registrations (as hereinafter defined); and (iv) any and all receivables and other proceeds of the foregoing, including, without limitation, any claims or causes of action which may or may not exist against third parties for infringement of the Marks;

WHEREAS, Grantor and Heller entered into that certain Trademark Assignment, dated April 27, 1998, pursuant to which Heller assigned to Grantor all of Heller's right, title and interest in and to the Marks;

WHEREAS, HIL and Grantor entered into that certain Trademark Assignment, dated April 27, 1998, pursuant to which HIL assigned to Grantor all of HIL's right, title and interest in and to the Marks; and

WHEREAS, Grantor now desires to assign to Grantee, and Grantee is desirous of acquiring, all of Grantor's right, title and interest in and to the Marks.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant and assign unto Grantee all of Grantor's right, title and interest in and to (i) each of the Marks and the goodwill of the business symbolized by each of the Marks; (ii) all customer lists and other records of Grantor relating to the distribution of products bearing the Marks; (iii) each of the Registrations; and (iv) any and all receivables and

other proceeds of the foregoing, including, without limitation, any claims or causes of action which may or may not exist against third parties for infringement of the Marks.

As used in this Assignment: "Marks" shall mean (i) all trademarks, trade names, trade styles, service marks and other source or business identifiers, now existing or hereafter adopted or acquired by Grantor, including without limitation, all trademarks bearing the name "Halston" and any simulations and variations thereof, and all right, title and interest therein and thereto, (ii) all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, of any other country or any political subdivision thereof, including, but not limited to, those registrations and applications for registration in the United States Patent and Trademark Office listed on Schedule A attached hereto and those registrations and applications for registration in another country or any political subdivision thereof listed on Schedule B attached hereto and made a part hereof (collectively the "Registrations"), (iii) all reissues, extensions or renewals thereof and all licenses thereof, and (iv) all rights under or interests in any trademark license agreements or service mark license agreements with any party (whether a licensee or licensor) including with respect to those trademarks listed on Schedule C attached hereto (to the extent subject to a trademark license agreement or service mark license agreement), together with any goodwill connected therewith and symbolized thereby, and the right to prepare for sale any and all inventory now or hereafter covered thereby.

This Trademark Assignment is executed and effective as of September 15, 1999.

HALSTON NEWCO LLC

By: 
Name: NICHOLAS J. DEMARCO
Title: CEO

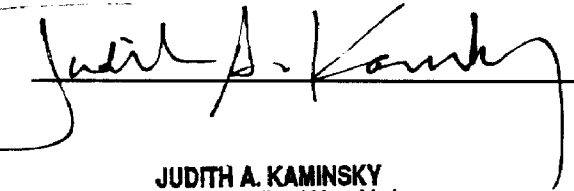
STATE OF New York)
COUNTY OF New York)

On ~~September~~ ^{October} 4, 1999, before me, JUDITH A. KAMINSKY, personally came NICHOLAS J. DEMARCO to me known, who, being by me duly sworn, did depose and say that he/she resides in CONNECTICUT; that he/she is the CEO of Halston Newco LLC, the entity described in and which executed the above Trademark Assignment, effective as of September 15, 1999; and that he/she signed his/her name thereto by authority of the Manager and/or members of said entity.

WITNESS my hand and official seal.

Signature

(Seal)



JUDITH A. KAMINSKY
A Notary Public of New York
No. 02KA5027001
Qualified in New York County
Commission Expires May 21~~0~~ 2000

SCHEDULE A

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RECORDED: 10/29/1999

**TRADEMARK
REEL: 001985 FRAME: 0963**