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12-17-1999



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Tab settings - - -

To the Honorable Commissioner of P

Send the attached original documents or copy thereof.

1. Name of conveying party(ies):

Halston Newco LLC
530 Seventh Avenue
New York, New York 10018

12-07-1999

U.S. Patent & TMO/TM Mail Rpt Dt #28

Name and address of receiving party(ies):

HF6, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company (Delaware)
- Association
- Limited Partnership

Internal Address: _____

Street Address: 525 West Monroe Street

City: Chicago State: IL ZIP: 60661

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

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware

Other _____

3. Nature of conveyance:

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

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

Execution Date: November 29, 1999

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/177,301

B. Trademark registration No.(s)

2,100,846

Additional numbers attached? Yes No

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

Name: Martin P. Michael, Esq.

Internal Address: RubinBaum LLP

Street Address: 30 Rockefeller Plaza

29th Floor

City: New York State: NY ZIP: 10112

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Martin P. Michael, Esq.

December 6, 1999

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document: 8

2/17/1999 DNGUYEN 00000076 75177301

1 FC:AA1 40.00 DP
2 FC:AA2 25.00 DP
USPS No. 0651-0011 (exp. 4/94)

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of November 29, 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;

WHEREAS, pursuant to that certain Trademark Assignment dated as of September 15, 1999, Grantor assigned to Grantee, and Grantee acquired, all of Grantor'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 November 29, 1999.

HALSTON NEWCO LLC

By: _____
Name: Nicholas J. DeMarro
Title: Managing Member

SCHEDULE A

cc #: CH02 (38238-00161) 1015341v1;9/15/1999/Time:17:06

TRADEMARK
REEL: 002000 FRAME: 0311

**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. | HALSTON | Halsen Nervo LLC | (75054,750) 2,100,846 | (02/06/96) 09/20/97 <09/20/02> U <09/20/07> | fur coats, fur jackets, fur capes, fur gloves, fur socks, fur head bands, fur hats, and fur trimmed coats in i.c. 25 | Assignment recorded 4/29/98. Re-filing of expired Reg. No. 999,719. |
| U.S.A. | HALSTON and Design | Halsen Nervo LLC | (75177,301) | (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. |

**TRADEMARK
REEL: 002000 FRAME: 0312**

SCHEDULE B



None.

Doc #:CH02 (36238-00161) 1015341v1;9/15/1999/Time:17:06

TRADEMARK
REEL: 002000 FRAME: 0313

SCHEDULE C



None

Doc #:CH02 (38238-00181) 1015341v1.9/15/1999/Time:17:08

TRADEMARK
REEL: 002000 FRAME: 0314

STATE OF New York)
COUNTY OF New York)

On November 29, 1999, before me, John Conrad, personally came Nicholas P. Dutton, to me known, who, being by me duly sworn, did depose and say that he/she resides in Connecticut; that he/she is the Pres / CEO ^{managing member} of Halston Newco LLC, the entity described in and which executed the above Trademark Assignment, effective as of November 29, 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)

John Conrad

JOHN CONRAD
Notary Public, State of New York
No. 0100001179 Qualified in Queens County
Certificate Filed in New York County
Commission Expires April 12, 2002

Doc #: CH02 (35235-00161) 1015341v1;9/15/1999/Time:17:08

RECORDED: 12/07/1999

TRADEMARK
REEL: 002000 FRAME: 0315