

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release and Discharge of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Harry Winston, Inc.		02/22/2008	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	ABN Amro Bank N.V.
<b>Street Address:</b>	565 Fifth Ave.
<b>Internal Address:</b>	25th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Financial Institution:

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	1701673	718
Registration Number:	1711558	718 SEVEN EIGHTEEN COLLECTION
Registration Number:	1813229	CASTELANI
Registration Number:	1657347	
Registration Number:	1071391	CHURCHILL
Registration Number:	1520797	CHURCHILL
Registration Number:	1457928	HARRY WINSTON
Registration Number:	1457926	HW
Registration Number:	1461581	HW
Registration Number:	1929448	HW
Registration Number:	1654296	
Registration Number:	2200587	JEWELER TO THE STARS
Registration Number:	1970496	LUMINOSA

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Registration Number:	1782594	NORTHERN LIGHTS BY DIAMONDS FROM RUSSIA
Registration Number:	1734669	PETIT SALON
Registration Number:	1400799	RARE JEWELS OF THE WORLD
Registration Number:	2235531	RARE PEARLS OF THE WORLD
Registration Number:	1678085	RODEO MILE
Registration Number:	1706592	SEVEN EIGHTEEN COLLECTION
Registration Number:	1912458	THE A CUT
Registration Number:	2116878	THE COURT OF JEWELS
Registration Number:	1776447	THE NURSERY RHYME COLLECTION
Registration Number:	2022465	WINALLOY
Registration Number:	1457927	WINSTON
Registration Number:	0848629	WINSTON
Serial Number:	76420211	HARRY DARLING
Serial Number:	76437913	MANHATTAN AVENUE
Serial Number:	76539675	ON THE SQUARE BY HARRY WINSTON
Serial Number:	76286718	ZALIUM
Serial Number:	76432944	HARRY WINSTON

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8002210770  
Email: matthew.mayer@thomson.com  
Correspondent Name: Corporation Service Company  
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Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 462431
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	03/07/2008

Total Attachments: 7  
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**RELEASE AND DISCHARGE OF SECURITY INTEREST  
IN TRADEMARKS**

THIS RELEASE AND DISCHARGE OF SECURITY INTEREST IN TRADEMARKS (this "IP Security Interest Release and Discharge") dated February 22, 2008, is made by ABN AMRO Bank N.V., a banking corporation organized under the laws of The Netherlands, as agent under the Credit Agreement and Trademark Agreement (each as defined below) (in such capacities, the "Agent") for the Lenders (as defined below) in favor of Harry Winston, Inc., a New York corporation (the "Pledgor"). Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Credit Agreement (as is defined below).

PRELIMINARY STATEMENTS.

WHEREAS, the Pledgor, as borrower, entered into that certain credit agreement, dated as of March 31, 2004, as amended, supplemented, restated or otherwise modified from time to time (the "Credit Agreement"), with the lenders from time to time a party thereto (collectively, the "Lenders") and the Agent for the Lenders (the Agent, in such capacity, and the Lenders are collectively referred to herein as the "Lender Group");

WHEREAS, the Pledgor and certain affiliates of the Pledgor entered into that certain trademark security agreement, dated as of March 31, 2004 (the "Trademark Agreement"), with Agent in order to secure the security interests granted to the Lender Group under the Credit Agreement and to file the Trademark Agreement with the United States Patent and Trademark Office ("PTO");

WHEREAS, the Trademark Agreement was recorded in the PTO on April 8, 2004, at Reel/Frame 2947/0845 with respect to trademarks; and

WHEREAS, to the extent such security interest has not previously been released and terminated, the Agent has agreed to terminate, release and assign its security interest in the collateral constituting intellectual property created pursuant to the Credit Agreement and the Trademark Agreement and grant all of its right, title and interest in and to such collateral constituting intellectual property to the applicable Pledgor of such interest;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

SECTION 1. Release and Discharge Security. The Agent hereby forever releases and discharges, on its behalf and on behalf of the Lender Group, without any representation, warranty, or recourse whatsoever, the security interest in and to all of the Pledgor's right, title and interest in and to all collateral having been secured under either Trademark Agreement (collectively, and including the Trademarks and Licenses defined below, the "Trademark Collateral"), including, without limitation, all of the Pledgor's:

- (a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the

trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Pledgor's business symbolized by the foregoing and connected therewith, and (v) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this Section 1(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Pledgor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, in each case to the extent assignable without violation thereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

SECTION 2. Recordation. The Agent hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Interest Release and Discharge.

SECTION 3. Further Assurances. The Agent hereby agrees, at the Pledgor's expense, to execute such instruments and to take such other actions as the Pledgor may reasonably request to terminate the Agent's security interest in the Trademark Collateral, and otherwise to effectuate the release of the Trademark Collateral from the Agent's security interest.

SECTION 4. Governing Law. This IP Security Interest Release and Discharge shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This IP Security Interest Release and Discharge may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Agent has executed this IP Security Interest Release and Discharge or caused this IP Security Interest Release and Discharge to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ABN AMRO Bank N.V.  
as Agent

By: Jeffrey Sarfaty  
Name: JEFFREY SARFATY  
Title: VICE PRESIDENT

By: Ned Koppelson  
Name: Ned Koppelson  
Title: Vice President

**Schedule A**

**Trademarks**

See attached.

TRADEMARK	OWNED BY	COUNTRY	CLASS	APPLICATION NO.	APP. DATE	REGISTRATION NO.	REG. DATE	EXPIRATION DATE	STATUS
718	HWI	United States	14	74-111258	11/1/1990	1,701,673	7/21/1992	7/21/2012	
718 Seven Eighteen Collection (logo)	HWI	United States	14	74-111257	11/1/1990	1,711,558	9/1/1992	9/1/2012	
Castelani	HWI	United States	14	74-376,868	4/8/1993	1,813,229	12/21/1993	12/21/2013	
Champagne Glass Logo	HWI	United States	14	74-102,927	10/4/1990	1,657,347	9/17/1991	9/17/2011	
Churchill	HWI	United States	14	73-091,779	6/28/1976	1,071,391	8/16/1977	8/16/2007	
	HWI	United States	14	73-662,165	5/21/1987	1,520,797	1/17/1989	1/17/2009	
Harry Darling	HWI	United States	3	76/420211	6/11/2002				ALLOWED 7/8/03 PENDING
Harry Winston	HWI	United States	3	73-643,416	2/6/1987	1,457,928	9/22/1987	9/22/2007	
	HWI	United States	33	76/432944	7/22/2002				ALLOWED 6/24/03 EXTENSION 12/17/03
HW	HWI	United States	3	73-643,407	2/6/1987	1,457,926	9/22/1987	9/22/2007	
HW Lozenge Logo	HWI	United States	3	73-643,386	2/6/1987	1,461,581	10/20/1987	10/20/2007	
	HWI	United States	14	74-546,842	7/7/1994	1,929,448	10/24/1995	10/24/2005	
H W I (logo)	HWI	United States	14	74-102,926	10/4/1990	1,654,296	8/20/1991	8/20/2011	
Jeweler to the Stars	HWI	United States	35	75-295,923	5/21/1997	2,200,587	10/27/1998	10/27/2008	
Luminosa	HWI	United States	14	74-533,411	6/6/1994	1,970,496	4/23/1996	4/23/2006	
Manhattan Avenue	HWI	United States	14	76/437913	8/5/2002				ALLOWED 7/8/03 EXTENSION 12/17/03
Northern Lights by Diamonds from Russia	HWI	United States	14	74-299,418	7/30/1992	1,782,594	7/20/1993	7/20/2013	
On the Square by Harry Winston	HWI	United States	14	76/539675	8/25/2003				PENDING OFFICE ACTION
Petit Salon	HWI	United States	14	74-120,002	12/4/1990	1,734,669	11/24/1992	11/24/2012	
Rare Jewels of the World	HWI	United States	42	73-568,165	11/12/1985	1,400,799	7/8/1986	7/7/2006	
Rare Pearls of the World	HWI	United States	35	75-406,880	12/16/1997	2,235,531	3/23/1999	3/23/2009	
Rodeo Mile	HWI	United States	14	74-046,048	4/5/1990	1,678,085	3/3/1992	3/3/2012	
Seven Eighteen Collection	HWI	United States	14	74-111,256	11/1/1990	1,706,592	8/11/1992	8/11/2012	
The A Cut	HWI	United States	14	74-341670	12/21/1992	1,912,458	8/15/1995	8/15/2005	
The Court of Jewels	HWI	United States	14	75-090734	4/18/1996	2,116,878	11/25/1997	11/25/2007	
The Nursery Rhyme	HWI	United States	14	74-322045	10/13/1992	1,776,447	6/15/1993	6/15/2013	

NY1-4063603v2



TRADEMARK	OWNED BY	COUNTRY	CLASS	APPLICATION NO	APP DATE	REGISTRATION NO	REG DATE	EXPIRATION DATE	STATUS
Collection									
Winalloy	HWI	United States	14	74-612932	12/19/1994	2,022,465	12/10/1996	12/10/2006	
Winston	HWI	United States	3	73-643,414	2/6/1987	1,457,927	9/22/1987	9/21/2007	
	HWI	United States	14	72-274,801	6/26/1967	848629	5/7/1988	5/7/2008	
Zallium	HWI	United States	14	76/286718	7/19/2001				ALLOWED 2/19/02 EXTENSION 2/19/04

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**Schedule B**

**License Agreements**

1. Trademark License Agreement by and between Harry Winston, Inc. and Ronald Winston dated as of December 18, 2000.

2. Tradename License Agreement, by and among HW Holdings, Inc. and Harry Winston, Inc., as Licensors, and Aber Diamond Corporation and HW Acquisition Company LLC, as Licensees, dated as of March 31, 2004.