

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
The H Company Holdings, LLC		07/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
The H Company, LLC		07/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
The H Company IP, LLC		07/14/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Hilco Halston, LLC
Street Address:	5 Revere Drive
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2527738	HALSTON SIGNATURE
Registration Number:	2698338	HALSTON RED
Registration Number:	2424143	HALSTON INTIMATES
Registration Number:	1103001	HALSTON
Registration Number:	1002073	HALSTON
Registration Number:	2732371	HALSTON
Registration Number:	2226564	HALSTON
Registration Number:	1138450	HALSTON
Registration Number:	2166353	HALSTON
Registration Number:	1621118	HALSTON
Registration Number:	2393797	HALSTON

TRADEMARK

900197200

REEL: 004584 FRAME: 0389

OP \$465.00 2527738

Registration Number:	2492960	HALSTON
Registration Number:	0999713	HALSTON
Registration Number:	1012939	HALSTON
Registration Number:	2293060	HALSTON
Registration Number:	2530046	HALSTON
Registration Number:	2588723	HALSTON
Registration Number:	2465921	HALSTON INTIMATES

CORRESPONDENCE DATA

Fax Number: (302)656-8920
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 302-622-4226
Email: dmcgregor@foxrothschild.com
Correspondent Name: Deanna M. McGregor, Paralegal
Address Line 1: 2000 Market Street, 20th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	056094.00010
NAME OF SUBMITTER:	Deanna M. McGregor
Signature:	/-d-/
Date:	07/15/2011

Total Attachments: 21
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATE: July 14, 2011

PARTIES:

Debtors: **THE H COMPANY HOLDINGS, LLC**
a Delaware limited liability company

THE H COMPANY, LLC
a Delaware limited liability company

THE H COMPANY IP, LLC
a Delaware limited liability company

Debtor's Address: c/o Hilco Consumer Capital, LLC
5 Revere Drive
Northbrook, Illinois 60062
Attn: Eric W. Kaup, General Counsel
Hilco Trading, LLC

Secured Party: **HILCO HALSTON, LLC**

Secured Party's Address: c/o Hilco Brands, LLC
5 Revere Drive
Northbrook, Illinois 60062
Attn: Eric W. Kaup, General Counsel
Hilco Trading, LLC

BACKGROUND

A. The H Company Holdings, LLC, a Delaware limited liability company ("**Holdings**"), The H Company, LLC, a Delaware limited liability company ("**H Company**"), and The H Company IP, LLC, a Delaware limited liability company ("**H Company IP**", and, collectively with Holdings and H Company, the "**Debtor**") has issued a Subordinated Secured Promissory Note (as such may be amended, modified, extended, and renewed from time to time, the "**Note**") to Hilco Halston, LLC, a Delaware limited liability company (the "**Secured Party**") under a certain Loan and Security Agreement dated July 14, 2011 (the "**Loan Agreement**"), pursuant to which the Secured Party is making a loan to Debtor in the original principal amount of \$5,450,000 (the "**Loan**").

B. It is a condition precedent to finalizing the Note that Debtor shall have entered into this Intellectual Property Security Agreement ("**IP Agreement**") granting the Secured Party a security interest in the collateral described in this Agreement as security for payment of the Note.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Debtor's Obligations (as defined below) to Secured Party, Debtor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Debtor's Obligations, Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in, to and under the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral, now or hereafter existing, created, acquired or held, if any (all of which shall collectively be called the "*Intellectual Property Collateral*"). The parties acknowledge and agree that the Secured Party's interest in the Intellectual Property Collateral is subordinated in rights to the interest of the "Secured Party" (as that term is defined under that certain Intellectual Property Security Agreement dated May 29, 2009 among the Debtors and the Secured Party thereunder), the "Secured Party" (as that term is defined under that certain Intellectual Property Security Agreement dated June 11, 2010), and the "Secured Party" (as that term is defined under that certain Intellectual Property Security Agreement dated June 23, 2011). As used herein:

(a) "*Computer Hardware and Software Collateral*" means:

(1) all of Debtor's: computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(2) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter developed, designed or acquired by Debtor;

(3) all firmware associated with the property described in clauses (1) and (2) of this definition;

(4) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (1) through (3) of this definition;

(5) the specific collateral set forth in Exhibit A attached hereto; and

(6) all rights with respect to all of the foregoing, including without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

(b) “*Copyright Collateral*” means all copyrights of Debtor in addition to the Computer Hardware and Software Collateral, and all semi-conductor chip product mask works of Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, including, without limitation, all of Debtor’s right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world and also including, without limitation, those set forth on Exhibit B attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, including each copyright and mask work license (whether as licensee or licensor) referred to in Exhibit B, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

(c) “*Patent Collateral*” means:

(1) all of Debtor’s letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, whether now existing or hereafter acquired (current patents and patent applications are listed on Exhibit C);

(2) all patent licenses of Debtor (whether as licensee or licensor);

(3) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (1) and (2) of this definition; and

(4) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to herein, and for breach or enforcement of any patent license, including any patent license referred to herein, and all rights corresponding thereto throughout the world.

(d) “*Trade Secrets Collateral*” means all common law and statutory trade secrets and all other confidential or proprietary or useful information of Debtor and all know-how obtained by or used in or contemplated at any time for use in the business of Debtor (all of the foregoing being collectively called a “*Trade Secret*”), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses of Debtor (whether as licensee or licensor), including each Trade Secret license referred to herein, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

(e) “*Trademark Collateral*” means:

(1) all of Debtor’s: trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels

on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (1) being collectively called a “*Trademark*”), now existing anywhere in the world or hereafter adopted, created or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country (including those trademarks listed on Exhibit D);

(2) all Trademark licenses (whether as licensee or licensor);

(3) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) of this definition;

(4) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (1) and (2); and

(5) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to herein, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

2. Obligations Secured. The foregoing assignment and security interest is made for the purpose of securing (in such order as Secured Party may elect) the complete and timely payment of all obligations and liabilities under the Note (collectively, the “*Obligations*”).

3. Authorization and Request. Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

4. Covenants and Warranties. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in the Intellectual Property Collateral, free and clear of any liens, charges and encumbrances except for (i) those created hereunder; (ii) licenses granted by Debtor to its customers in the ordinary course of business; and (iii) as otherwise indicated in any of Exhibits A, B, C and D hereto;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any other agreement to which Debtor is bound, except to the extent that certain agreements may prohibit the transfer or assignment of the rights thereunder to a third party without the licensor’s or the other party’s consent, in which case such rights shall not be deemed Collateral hereunder;

(c) During the term of this IP Agreement, Debtor will not transfer, assign, sell, hypothecate, or otherwise encumber any interest in the Intellectual Property Collateral,

except for licenses granted by Debtor in the ordinary course of business or as set forth in this IP Agreement and except for security interests in such Intellectual Property Collateral existing as of the date hereof;

(d) Debtor agrees that simultaneously with execution of this IP Agreement, and upon any amendment of Exhibit A, B, C, or D, Debtor shall execute the form of Notice appended hereto as Schedule 4(d) (each, a “*Notice*”) with respect to each Patent Collateral, Trademark Collateral or Copyright Collateral now owned or hereafter acquired, and shall deliver it to Secured Party for recording in the Patent and Trademark Office or Copyright Office so as to record formally this IP Agreement;

(e) Debtor shall promptly advise Secured Party of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any ownership right of the Debtor in or to any Intellectual Property Collateral specified in this IP Agreement and any abandonment, forfeiture or dedication to the public of any Intellectual Property Collateral specified in this IP Agreement;

(f) Debtor shall (i) protect, defend and maintain the validity and enforceability of the Intellectual Property Collateral to the extent it deems necessary or advisable in its reasonable business judgment, (ii) apply for registration of Intellectual Property Collateral to the extent it deems necessary or advisable in its reasonable business judgment as such Intellectual Property is created, adopted or used and diligently prosecute such applications, (iii) notify Secured Party in writing of any material infringement of the Intellectual Property Collateral that comes to Debtor’s attention, (iv) not forego any right to protect and enforce rights to Intellectual Property Collateral unless it deems it necessary in its reasonable business judgment, in consultation with Secured Party, to forego any right to protect and enforce such rights, and (v) not allow any Intellectual Property Collateral to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Debtor shall promptly notify Secured Party of all after-acquired Intellectual Property Collateral, whether owned, developed or acquired by Debtor and shall notify Secured Party of any filed applications to register or patents issued after the execution hereof. Any expenses incurred in connection with such applications shall be borne by the Debtor;

(h) Debtor shall take such actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party’s interest in the Intellectual Property Collateral;

(i) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Debtor first has rights in such after acquired Intellectual Property Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Note upon making the filings referred to in clause (j) below;

(j) Except for, and upon, the filing with the United States Patent and Trademark Office with respect to the Patent Collateral and Trademark Collateral and the Register of Copyrights with respect to the Copyright Collateral necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Debtor in the United States or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies thereunder;

(k) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Debtor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(l) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Secured Party's prior written consent. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

(m) Upon any executive officer of Debtor obtaining actual knowledge thereof, Debtor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Debtor to dispose of any material Intellectual Property Collateral, and the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

5. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this IP Agreement to take but which Debtor fails to take, after ten (10) days' notice to Debtor. Debtor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Responsibility of Debtor. In furtherance and not limitation of the other provisions of this Section 6, Secured Party shall have no duty or responsibility with respect to the Intellectual Property Collateral or its preservation. Debtor acknowledges and agrees that it has reviewed the terms of this IP Agreement with counsel of its choosing and that Debtor has determined that neither execution, delivery nor performance of this Agreement by Debtor or Secured Party will in any way impair the Intellectual Property Collateral or Debtor's right, title and interest therein, subject to the purpose of this IP Agreement which is to impose a lien thereon in favor of Secured Party.

7. Further Assurances; Attorney in Fact.

(a) On a continuing basis, and at Debtor's sole expense, Debtor shall, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to create, preserve, continue, charge, validate or perfect Secured Party's security interest in all of the Intellectual Property Collateral and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, Secured Party or otherwise, from time to time in Secured Party's discretion, upon Debtor's failure or inability to do so, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(1) To modify, in its sole discretion, this IP Agreement without first obtaining Debtor's approval of or signature to such modification by amending any Exhibit hereof, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which Debtor no longer has or claims any right, title or interest, provided that Secured Party shall deliver to Debtor written notice of such modification within a reasonable time after such modification;

(2) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Debtor where permitted by law; and

(3) Upon the occurrence of an Event of Default as defined in Section 8, to endorse such Debtor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under the Intellectual Property Collateral to any third person, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral, including the goodwill and equipment associated therewith, to Secured Party or any third person.

(c) Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this IP Agreement.

8. Events of Default. The occurrence of an Event of Default under the Loan Agreement any of the following shall constitute an Event of Default under this IP Agreement.

9. Remedies.

(a) Upon the occurrence and continuance of an Event of Default, Debtor's rights to use the Intellectual Property Collateral shall terminate forthwith and Secured Party shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code and any applicable federal law, including without limitation the right to require Debtor to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use any of the Intellectual Property Collateral to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Debtor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

(b) Upon the occurrence and continuance of an Event of Default, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without advertisement, require Debtor to assign of record the Intellectual Property Collateral to Secured Party (or its assignees), and beneficially, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Intellectual Property Collateral and the goodwill associated therewith, or any interest which the Debtor has therein, and after deducting from the proceeds of said sale or other disposition of the Intellectual Property Collateral all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the obligations as set forth in the Note and under applicable law. Any remainder of the proceeds after payment in full of the Note shall be paid over to the Debtor. Prior notice of any sale or other disposition of the Intellectual Property Collateral need not be given to Debtor unless otherwise required by law (and if notice is required by law, it shall be given ten (10) days before the time of any intended public or private sale or other disposition of the Intellectual Property Collateral is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition). At any such sale or other disposition, any holder of the Note (including renewals and substitutions therefor) or the Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of or interest in the Intellectual Property Collateral sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released.

10. Conduct of Business After Default. The parties understand and agree that the collateral assignment with respect to the Intellectual Property Collateral as provided for in this Agreement will and is intended to permit the Secured Party and its successors and assigns, upon the occurrence and continuance of an Event of Default as provided herein, to take title to and make use of all rights to the Intellectual Property Collateral and to carry on the business of the Debtor.

11. Deficiency. If proceeds referred to in Section 9(b) above are insufficient to pay the Note in full, Debtor shall continue to be liable for the entire deficiency.

12. Reassignment.

(a) At such time as Debtor shall completely and finally satisfy all of the obligations secured hereunder, and there shall exist no continuing liability of Debtor with respect to the obligations secured hereunder, Secured Party shall execute and deliver to Debtor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Debtor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

(b) Notwithstanding subsection (a), if a claim is made upon Secured Party for repayment or recovery of any amount or amounts received which had the effect of reducing the liability of Debtor or impairing the liens granted hereunder, and such party repays all or part of such amount or amounts, then and in such event, Debtor agrees that any such repayment shall be binding upon Debtor, whether or not this IP Agreement otherwise shall have been terminated or canceled, and Debtor shall be and continue to remain liable hereunder to the same extent as if such amount had never originally been received by such party, and the liens granted hereby shall remain in full force and effect without interruption, lapse, reduction or other impairment.

13. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

14. Assigns. This Agreement shall be binding upon Debtor and its successors and permitted assigns, but shall not be assignable by Debtor, and shall inure to the benefit of Secured Party.

15. Amendments. This IP Agreement may be amended only by a written instrument signed by all of the parties hereto.

16. Counterparts. This IP Agreement may be executed in two or more counterparts, each party may sign on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute the same instrument.

17. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard for choice of law provisions.

18. Confidentiality. In handling any confidential information, Secured Party shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (a) as required by law, regulation, rule or order, subpoena, judicial order or similar order and (b) provided that the recipient has entered into a comparable confidentiality agreement in favor of Debtor and has delivered a copy to Debtor, (i) to the affiliates of the Secured Party, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, and (iii) as may be required in connection with the examination, audit or similar investigation of Secured Party.

19. Severability. The provisions of this IP Agreement are severable, and if any clause or provision 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 of provision in any other jurisdiction, or any other clause or provision of this IP Agreement in any jurisdiction.

20. Termination. This IP Agreement and all rights and obligations of the parties hereunder shall terminate immediately upon Debtor's payment in full of the Note.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Debtor:

THE H COMPANY HOLDINGS, LLC

By: _____
Name: _____
Title: _____

THE H COMPANY, LLC

By: _____
Name: _____
Title: _____

THE H COMPANY IP, LLC

By: _____
Name: _____
Title: _____

Secured Party:

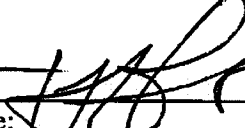
HILCO HALSTON, LLC

By: _____
Name: _____
Title: _____

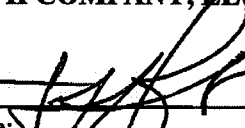
IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Debtor:

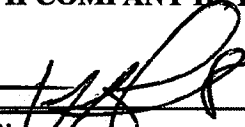
THE H COMPANY HOLDINGS, LLC

By: 
Name: _____
Title: CTO

THE H COMPANY, LLC

By: 
Name: _____
Title: CTO

THE H COMPANY IP, LLC

By: 
Name: _____
Title: _____

Secured Party:

HILCO HALSTON, LLC

By: _____
Name: _____
Title: _____

STATE/Commonwealth of NEW YORK)

:SS.

COUNTY OF QUEENS)

The foregoing instrument was acknowledged before me this 17th day of ~~June~~ ^{JULY}, 2011, by Jeff Green, the CFO of The H Company Holdings, LLC, a Delaware limited liability company, on behalf of the company.

NOTARY PUBLIC

[seal]

CARLOS ENRIQUE ESPANA
Notary Public, State of New York
Qualified in Queens County
Reg. No. 01ES6225142
My Commission Expires 07-19-2014

STATE/Commonwealth of NEW YORK)

:SS.

COUNTY OF QUEENS)

The foregoing instrument was acknowledged before me this 17th day of ~~June~~ ^{JULY}, 2011, by Jeff Green, the CFO of The H Company, LLC, a Delaware limited liability company, on behalf of the company.

NOTARY PUBLIC

[seal]

CARLOS ENRIQUE ESPANA
Notary Public, State of New York
Qualified in Queens County
Reg. No. 01ES6225142
My Commission Expires 07-19-2014

STATE/Commonwealth of NEW YORK)

:SS.

COUNTY OF QUEENS)

The foregoing instrument was acknowledged before me this 17th day of ~~June~~ ^{JULY}, 2011, by Jeff Green, the CFO of The H Company IP, LLC, a Delaware limited liability company, on behalf of the company.

NOTARY PUBLIC

[seal]

CARLOS ENRIQUE ESPANA
Notary Public, State of New York
Qualified in Queens County
Reg. No. 01ES6225142
My Commission Expires 07-19-2014

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Debtor:

THE H COMPANY HOLDINGS, LLC

By: _____
Name: _____
Title: _____

THE H COMPANY, LLC


By: _____
Name: _____
Title: _____

THE H COMPANY IP, LLC

By: _____
Name: _____
Title: _____

Secured Party:

HILCO HALSTON, LLC

By:  _____
Name: MANAGING DIRECTOR
Title: 7-14-2011

STATE/Commonwealth of ILLINOIS)

:ss.

COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 14th day of July, 2011, by Eric W. Kaup, the Managing Member of Hilco Halston, LLC, a Delaware limited liability company, on behalf of the company.

[seal]



S Meluch
NOTARY PUBLIC

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated July 14, 2011.

EXHIBIT "A"

HARDWARE AND SOFTWARE

DESCRIPTION OF HARDWARE AND SOFTWARE COLLATERAL

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated July 14, 2011.

EXHIBIT "B"

COPYRIGHTS

COPYRIGHT DESCRIPTION	DATE OF CREATION	FIRST DATE OF DISTRIBUTION	ORIGINAL AUTHOR OR OWNER OR COPYRIGHT (IF DIFFERENT FROM DEBTOR)	DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF DEBTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM DEBTOR)
_____	_____	_____	_____	

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated July 14, 2011.

EXHIBIT "C"

PATENTS

<u>PATENT</u> <u>DESCRIPTION</u>	<u>DOCKET</u> <u>NO.</u>	<u>APPLICATION</u> <u>NO.</u>	<u>COUNTRY</u>	<u>SERIAL</u> <u>NO.</u>	<u>FILING</u> <u>DATE</u>	<u>STATUS</u>
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Exhibit "D" attached to that certain Intellectual Property Security Agreement dated July 14, 2011.

EXHIBIT "D"

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
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SCHEDULE 4(d)

NOTICE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

NOTICE dated as of the 14th day of July, 2011, by The H Company Holdings, LLC, a Delaware limited liability company ("**Holdings**"), The H Company, LLC, a Delaware limited liability company ("**H Company**"), and The H Company IP, LLC, a Delaware limited liability company ("**H Company IP**", and, collectively with Holdings and H Company, the "**Debtor**"), having an address at 96 Spring Street, New York New York to and in favor of HILCO HALSTON, LLC, having offices at 5 Revere Drive, Northbrook, Illinois 60062 as the Lender under that certain Loan and Security Agreement dated July 14, 2011 ("**Secured Party**") and under that certain Subordinated Secured Promissory Note issued under the Loan and Security Agreement dated July 14, 2011 (the "**Note**").

WHEREAS, Debtor is the owner of certain Intellectual Property Collateral as listed in Exhibits A, B, C and D hereto; and

WHEREAS, the Secured Party has agreed to extend certain credit to Debtor under the Note on condition that the Debtor pledge and grant to Secured Party as collateral for the obligations under the Note a security interest and lien in and to such Intellectual Property Collateral and application therefor described above, including the registrations thereof, the goodwill associated therewith and all other related claims and rights as more fully described in that certain Intellectual Property Security Agreement dated July 14, 2011 in favor of Secured Party (the "**IP**");

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the obligations, Debtor hereby pledges and grants and collaterally assigns to Secured Party a security interest and lien in and to all rights, title and interest in and to the aforesaid IP, and all other intellectual property of the Company, whether now existing or hereafter acquired, and gives notice of such security interest and the existence of such Intellectual Property Security Agreement providing therefor.

[Signature page follows.]

THIS NOTICE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT is executed
as of the date first above written.

ATTEST:

THE H COMPANY HOLDINGS, LLC

By: S. Meluch
Name: S. Meluch
Title: Corporate Paralegal

By: [Signature]
Name: Jeff Green
Title: CFO

THE H COMPANY, LLC

By: [Signature]
Name: _____
Title: _____

THE H COMPANY IP, LLC

By: [Signature]
Name: _____
Title: _____