

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

900197360

REEL: 004586 FRAME: 0001

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:	07/19/2011

Total Attachments: 25
source=Intellectual Property Security Agreement#page1.tif
source=Intellectual Property Security Agreement#page2.tif
source=Intellectual Property Security Agreement#page3.tif
source=Intellectual Property Security Agreement#page4.tif
source=Intellectual Property Security Agreement#page5.tif
source=Intellectual Property Security Agreement#page6.tif
source=Intellectual Property Security Agreement#page7.tif
source=Intellectual Property Security Agreement#page8.tif
source=Intellectual Property Security Agreement#page9.tif
source=Intellectual Property Security Agreement#page10.tif
source=Intellectual Property Security Agreement#page11.tif
source=Intellectual Property Security Agreement#page12.tif
source=Intellectual Property Security Agreement#page13.tif
source=Intellectual Property Security Agreement#page14.tif
source=Intellectual Property Security Agreement#page15.tif
source=Intellectual Property Security Agreement#page16.tif
source=Intellectual Property Security Agreement#page17.tif
source=Intellectual Property Security Agreement#page18.tif
source=Intellectual Property Security Agreement#page19.tif
source=Intellectual Property Security Agreement#page20.tif
source=Intellectual Property Security Agreement#page21.tif
source=Intellectual Property Security Agreement#page22.tif

source=Intellectual Property Security Agreement#page23.tif
source=Intellectual Property Security Agreement#page24.tif
source=Intellectual Property Security Agreement#page25.tif

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: _____

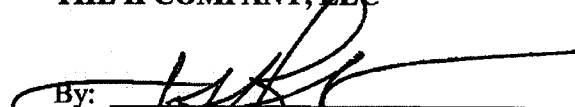
IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

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)

COUNTY OF QUEENS)
:SS.

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.

[seal]

Carlos Enrique Espana
NOTARY PUBLIC

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)

COUNTY OF QUEENS)
:SS.

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.

[seal]

Carlos Enrique Espana
NOTARY PUBLIC

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)

COUNTY OF QUEENS)
:SS.

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.

[seal]

Carlos Enrique Espana
NOTARY PUBLIC

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>
-------------------------------------	-----------------------------	----------------------------------	----------------	-----------------------------	------------------------------	---------------

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>
----------------------------------	----------------	-------------------	-----------------	---------------

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: _____

Country	Trademark	Appl.No.	Filing Date	Reg. No.	Reg Date	Class	Remarks
Antigua and Barbuda	HALSTON	1156	10-Dec-1973	1156	05-Jan-1978	16 Int.	
Argentina	HALSTON	1438373	16-Jul-1974	1890019	31-Aug-1992	25 Int.	
Australia	HALSTON	274983	27-Dec-1973	B274983	09-Jan-1975	26 Int.	
Australia	HALSTON	274981	27-Dec-1973	B274981	03-Jan-1975	18 Int.	
Australia	HALSTON	274980	27-Dec-1973	B274980	21-May-1975	16 Int.	
Australia	HALSTON	274979	27-Dec-1973	B274979	21-May-1975	14 Int.	
Australia	HALSTON	274982	27-Dec-1973	B274982	03-Jan-1975	25 Int.	
Austria	HALSTON	AM3168/73-3	11-Dec-1973	77283A	31-May-1974	14 Int., 18 Int., 25 Int.	Reg. No. 77283 (Classes 16 and 26) is in the name of Halston Trademarks, Inc., Reg. No. 77283B (Class 3) is in the name of Halston Perfumes, Inc.
Barbados	HALSTON	7194	12-Feb-1981	816067	12-Feb-1981	18 Int.	
Barbados	HALSTON	7194	12-Feb-1981	816068	12-Feb-1981	25 Int.	
Benchauz	HALSTON	323189	07-Jan-1974	585203	04-Nov-1996	14 Int., 16 Int., 18 Int., 25 Int., 26 Int.	
Brazil	HALSTON	811986977	14-May-1985	811986977	26-Dec-1989	25 Int.	
Brazil	HALSTON	6986900	14-Jan-1974	6986900	25-Sep-1979	25 Int.	
Brazil	HALSTON III	811309738	23-Sep-1983	811309738	26-Feb-1985	25 Int.	
Canada *	HALSTON	418632	06-Dec-1977	232708	12-Apr-1979	25 Int.	
Canada *	HALSTON	417221	01-Nov-1977	232681	01-Nov-1977	18 Int.	
Canada *	HALSTON	370702	10-Dec-1973	206455	11-Apr-1975	25 Int.	
Canada *	HALSTON	1008816	16-Mar-1999			25 Int., 24 Int., 20 Int., 14 Int., 26 Int., 18 Int., 09 Int.	
Canada *	HALSTON IV	418633	06-Dec-1977	232709	12-Apr-1979	25 Int.	
Chile	HALSTON	491966		580328	26-Oct-2000	27 Int.	
Chile	HALSTON	491967		580329	26-Oct-2000	14 Int., 16 Int., 18 Int., 25 Int., 26 Int., 27 Int.	
Chile	HALSTON	491968		580330	26-Oct-2000	14 Int., 18 Int., 25 Int., 26 Int., 27 Int.	
Chile	HALSTON	353724	29-Aug-1996	485352	30-Apr-1997	14 Int., 18 Int., 25 Int.	
China (Peoples Republic)	HALSTON	40127	31-Oct-1985	262631	20-Sep-1986	25 Int.	
Denmark	HALSTON	1996 4210 VA	10-Dec-1973	VR1996 04381	11-Oct-1974	14 Int., 18 Int., 25 Int.	
Denmark	HALSTON	5672/1973	11-Oct-1974	4381/1996	04-Oct-1996	14 Int., 18 Int., 25 Int.	
Egypt	HALSTON	49170	30-Dec-1973	49170	28-Dec-1974	16 Int.	
Egypt	HALSTON	49169	30-Dec-1973	49169	23-Oct-1975	14 Int.	
Egypt	HALSTON	49173	30-Dec-1973	49173	30-Oct-1974	26 Int.	
Egypt	HALSTON	49172	30-Dec-1973	49172	31-Oct-1974	25 Int.	
Egypt	HALSTON	49171	30-Dec-1973	49171	28-Dec-1974	18 Int.	
European Community	HALSTON	3486842	30-Oct-2003	3486842	30-Oct-2003	09 Int., 14 Int., 18 Int., 25 Int.	
Finland	HALSTON	714075	10-Dec-1973	69739B	05-Jul-1979	14 Int., 16 Int., 18 Int., 25 Int., 26 Int.	
France	HALSTON	681350	15-Nov-1973	1251041	13-Dec-1973	14 Int., 16 Int., 18 Int., 23 Int., 26 Int., 28 Int.	Reg. No. 1251041 is active for all classes (renewed in 10/03 and confirmed by facsimile on 2/23/07). Elizabeth Arden owns a registration for the identical mark for goods in Class 3 with the identical Reg. No.
Germany	HALSTON	H38949/DWZ	08-Dec-1973	39553222	24-May-1978	14 Int., 16 Int., 18 Int., 25 Int., 26 Int.	
Germany	HALSTON	DDW 52534	21-Mar-1978	642384 DD	20-Sep-1978	25 Int.	
Greece	HALSTON	51936	29-Dec-1973	51936	17-Apr-1975	14 Int., 16 Int., 18 Int., 26 Int.	

* Registrations and application owned by Elizabeth Arden, Inc. on behalf of Halston LLC.

** Registration owned by Halston Perfumes, Inc. on behalf of Halston LLC.

Page 1 of 4

Country	Trademark	Appl.No.	Filing Date	Reg. No.	Reg Date	Class	Remarks
Guatemala	HALSTON	33706	08-Aug-1977	33706	21-Dec-1977	16 Int.	
Guatemala	HALSTON	96439	19-Jan-1984	96439	16-Jun-1990	25 Int.	
Honduras	HALSTON	24366	28-Feb-1977	24366	30-Dec-1977	16 Int.	
Hong Kong	HALSTON	152773	12-Dec-1973	475/1974	23-Apr-1974	25 Int.	
Hong Kong	HALSTON	152773	12-Dec-1973	476/1974	23-Apr-1974	26 Int.	
Hong Kong	HALSTON	152773	12-Dec-1973	474/1974	23-Apr-1974	18 Int.	
Hong Kong	HALSTON	152773	12-Dec-1973	473/1974	23-Apr-1974	16 Int.	
Hong Kong	HALSTON	152773	12-Dec-1973	472/1974	23-Apr-1974	14 Int.	
India	HALSTON	292728	11-Dec-1973	292728B	11-Dec-1973	25 Int.	
India	HALSTON	292726	11-Dec-1973	292726B	11-Dec-1973	16 Int.	
India	HALSTON	292727	11-Dec-1973	292727B	11-Dec-1973	18 Int.	
India	HALSTON	292729	11-Dec-1973	292729B	11-Dec-1973	26 Int.	
India	HALSTON	292725	11-Dec-1973	292725B	11-Dec-1973	14 Int.	
Indonesia	HALSTON	D00.2006.011059	07-Apr-2006			25 Int.	
Indonesia	HALSTON	D00.2006.012537	21-Apr-2006			09 Int.	
Indonesia	HALSTON	D00.2006.012539	21-Apr-2006			14 Int.	
Indonesia	HALSTON	D00.2006.012541	21-Apr-2006			18 Int.	
Indonesia	HALSTON	D00.2006.012543	21-Apr-2006			24 Int.	
Ireland **	HALSTON	84467	16-Jan-1987	122961	16-Jan-1987	25 Int.	
Israel	HALSTON	38549	13-Dec-1973	38549	30-Sep-1975	25 Int.	
Israel	HALSTON	38550	13-Dec-1973	38550	30-Sep-1975	26 Int.	
Israel	HALSTON	38547	13-Dec-1973	38547	30-Sep-1975	16 Int.	
Israel	HALSTON	38546	13-Dec-1973	38546	30-Sep-1975	14 Int.	
Israel	HALSTON	38548	13-Dec-1973	38548	30-Sep-1975	18 Int.	
Italy	HALSTON	357889C/73	21-Dec-1973	663334	20-Dec-1976	14 Int., 16 Int., 18 Int., 25 Int., 26 Int.	
Japan	HALSTON	70923/67	18-Jun-1967	2195032	25-Dec-1989	21 Int.	
Japan	HALSTON	6-99064	03-Oct-1994	4085112	19-Dec-1997	14 Int.	
Japan	HALSTON	2-146030/90	28-Dec-1990	2556769	30-Jul-1993	18 Int., 25 Int.	
Japan	HALSTON	198269/73	20-Dec-1973	1300523	19-Sep-1977	17 Int.	
Japan	HALSTON	6-99063	03-Oct-1994	3367636	19-Dec-1997	09 Int.	
Japan	HALSTON (IN KATAKANA)	4953278	04-Jul-1978	1712633	26-Sep-1984	20 Int., 21 Int., 22 Int., 24 Int., 25 Int.	
Japan	HALSTON (IN KATAKANA)	198272/73	20-Dec-1973	1326086	09-Mar-1978	17 Int.	
Korea, Republic of	HALSTON	7646/1973	13-Dec-1973	37440	08-Jun-1974	14 Int., 25 Int.	
Korea, Republic of	HALSTON	19571/1985	21-Nov-1985	130448	12-Sep-1986	25 Int.	
Malaysia	HALSTON	87/01722	30-Apr-1987	87/01722	30-Apr-1987	25 Int.	Awaiting results of search of Malaysian Trademark Registry to confirm status
Mexico	HALSTON	155635	14-Feb-1979	229682	06-Sep-1979	25 Int.	
Mexico	HALSTON	237285	15-Aug-1984	321111	17-Dec-1986	09 Int.	
Mexico	HALSTON	237284	15-Aug-1984	313546	25-Oct-1985	24 Int.	
Mexico	HALSTON	240326	22-Oct-1984	306465	02-Apr-1985	26 Int.	
Mexico	HALSTON	238466	10-Sep-1984	303640	05-Nov-1984	14 Int.	
Netherlands Antilles	HALSTON	11460	10-Jan-1980	2217	10-Jan-1980	18 Int., 25 Int.	
Netherlands Antilles	HALSTON	10460	22-Nov-1977	2218	22-Nov-1977	16 Int.	
Nicaragua	HALSTON	8313	03-Nov-1977	8313CC	24-Apr-1978	16 Int.	
Nigeria	HALSTON	TF1807	03-Jun-1987			25 Int.	

* Registrations and application owned by Elizabeth Arden, Inc. on behalf of Halston LLC.

** Registration owned by Halston Parfums, Inc. on behalf of Halston LLC.

Page 2 of 4

Country	Trademark	Appl.No.	Filing Date	Reg. No.	Reg Date	Class	Remarks
Norway *	HALSTON	117189	21-Dec-1973	95824	29-Jan-1976	25 Int.	
Panama	HALSTON	100318	27-Apr-1999	100318	27-Apr-1999	25 Int.	
Panama	HALSTON	100320	27-Apr-1999	100320	27-Apr-1999	18 Int.	
Paraguay	HALSTON	1020	18-Mar-1993	163813	11-May-1993	25 Int.	
Saudi Arabia	HALSTON	54101400	16-Jan-1980	9850	01-Nov-1982	18 Int., 25 Int.	Halston Parfums owns a registration for the identical mark for goods in Class 5 with the identical Reg. No.
Singapore	HALSTON	T7874979X	09-Mar-1978	T7874979I	09-Mar-1978	18 Int.	
Singapore	HALSTON	T7874980B	09-Mar-1978	T7874980B	09-Mar-1978	25 Int.	
Spain	HALSTON	736567	19-Dec-1973	736567	04-Nov-1976	26 Int.	
Spain	HALSTON	736566	19-Dec-1973	736566	04-Nov-1976	25 Int.	
Sweden	HALSTON	5992/73	07-Dec-1973	150514	28-Feb-1975	25 Int.	
Switzerland	HALSTON	07212/1996	23-Feb-1989	432925	11-Nov-1996	14 Int., 16 Int., 18 Int., 25 Int., 26 Int.	
Taiwan	HALSTON	85038313	30-Aug-1996	798914	16-Mar-1998	25 Int.	
Taiwan	HALSTON	83-074795	14-Dec-1994	720421	01-Jul-1996	18 Int.	
Taiwan	HALSTON	86-055707	30-Oct-1997	827101	16-Nov-1998	25 Int.	
Thailand	HALSTON	164418	07-Apr-1987	142676	07-Apr-1987	37 Local	
Thailand	HALSTON	302188	06-Feb-1986	53547	06-Feb-1986	25 Int.	
Turkey	HALSTON	61171	24-Feb-1978	104040	24-Feb-1978	16 Int.	
United Kingdom	HALSTON	1021966	10-Dec-1973	B1021966	10-Dec-1973	16 Int.	
United Kingdom	HALSTON	1052288	18-Sep-1975	B1052288	23-Aug-1976	26 Int.	
United Kingdom	HALSTON	1021967	10-Dec-1973	B1021967	22-Oct-1975	18 Int.	
United Kingdom	HALSTON	1021969	10-Dec-1973	B1021969	04-Jul-1975	14 Int., 16 Int., 18 Int., 25 Int., 26 Int.	
United Kingdom	HALSTON	1021968	10-Dec-1973	B1021968	08-Jun-1976	25 Int.	
United Kingdom	HALSTON	1021965	10-Dec-1973	B1021965	20-May-1975	14 Int.	
United States of America	HALSTON	75/118,641	12-Jan-1996	2166353	16-Jun-1998	14 Int.	
United States of America	HALSTON	74004,802	24-Nov-1989	1621118	06-Nov-1990	14 Int.	
United States of America	HALSTON	73/132,576	01-Jul-1977	1103001	26-Sep-1978	09 Int.	
United States of America	HALSTON	75/421,757	22-Jan-1998	2588723	02-Jul-2002	18 Int.	
United States of America	HALSTON	73/011,260	18-Jan-1974	1002073	21-Jan-1975	25 Int., 42 Int.	
United States of America	HALSTON	75/464,599	08-Apr-1998	2732371	01-Jul-2003	25 Int.	Corrective Assignment recorded 2/20/07 at Reel/Frame 003484/0030 recording the assignment to Halston, LLC.
United States of America	HALSTON	75/183,990	11-Oct-1996	2226564	23-Feb-1999	25 Int.	
United States of America	HALSTON	73/165,240	06-Apr-1978	1138450	05-Aug-1980	25 Int.	
United States of America	HALSTON	75/200,129	19-Nov-1996	2393797	10-Oct-2000	25 Int.	
United States of America	HALSTON	75/464,477	08-Apr-1998	2492960	25-Sep-2001	25 Int.	
United States of America	HALSTON	73/007,353	27-Nov-1973	599713	17-Dec-1974	25 Int.	
United States of America	HALSTON	73/007,358	27-Nov-1973	1012829	10-Jun-1975	18 Int.	
United States of America	HALSTON (ZIPPER FULL DESIGN)	75177697	07-Oct-1996	2293090	16-Nov-1999	26 Int.	
United States of America	HALSTON and Design	75/177,291	07-Oct-1996	2530046	15-Jan-2002	26 Int.	
United States of America	HALSTON INTIMATES	75/284,378	03-Apr-1997	2463921	03-Jul-2001	25 Int.	
United States of America	HALSTON INTIMATES	75/979,972	30-Apr-1997	2424143	23-Jan-2001	25 Int.	Certificate of Correction will be published in the Official Gazette on 4/3/07

* Registrations and application owned by Elizabeth Arden, Inc. on behalf of Halston LLC.

** Registration owned by Halston Parfums, Inc. on behalf of Halston LLC.

Page 3 of 4

Country	Trademark	App.No.	Filing Date	Reg. No.	Reg Date	Class	Remarks
United States of America	HALSTON RED	76/121,123	01-Sep-2000	2696338	18-Mar-2003	09 Int.	
United States of America	HALSTON SIGNATURE	75/284,379	24-Apr-1997	2527738	08-Jan-2002	25 Int.	
Venezuela	HALSTON	78775	13-Dec-1973	78775	09-Apr-1975	28 Local	
Venezuela	HALSTON	78778	13-Dec-1973	78778	09-Apr-1975	07 National	
Venezuela	HALSTON	78777	13-Dec-1973	78777	09-Apr-1975	40 Local	
Venezuela	HALSTON	1142873	13-Dec-1973	85577	06-Dec-1975	39 Local	
Venezuela	HALSTON	78776	13-Dec-1973	78776	09-Apr-1975	37 Local	

* Registrations and application owned by Elizabeth Arden, Inc. on behalf of Halston LLC.

** Registration owned by Halston Perfums, Inc. on behalf of Halston LLC.

Page 4 of 4