CH \$1015.00

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Omnibus Joinder to the Loan and Security Agreement dated June 11, 2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The H Company Holdings, LLC		108/04/2011 1	LIMITED LIABILITY COMPANY: DELAWARE
The H Company, LLC		108/04/2011 I	LIMITED LIABILITY COMPANY: DELAWARE
The H Company IP, LLC		108/04/2011 1	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

Name:	Genuity Capital Management Services, Inc.
Street Address:	Scotia Plaza
Internal Address:	Suite 4900
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5H4A9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	77740480	Н
Serial Number:	77740449	Н
Serial Number:	77740505	Н
Serial Number:	77740491	Н
Ir	11	TRADEMARK

REEL: 004638 FRAME: 0134

900204102

Serial Number:	77912648	H BY HALSTON
Serial Number:	75183990	HALSTON
Serial Number:	73007358	HALSTON
Serial Number:	75421757	HALSTON
Serial Number:	75284378	HALSTON INTIMATES
Serial Number:	75464477	HALSTON
Serial Number:	73132576	HALSTON
Serial Number:	75200129	HALSTON
Serial Number:	75118641	HALSTON
Serial Number:	77377694	HALSTON
Serial Number:	77283113	HALSTON
Serial Number:	73011260	HALSTON
Serial Number:	77350186	Н
Serial Number:	73007353	HALSTON
Serial Number:	77505078	HALSTON
Serial Number:	77350189	Н
Serial Number:	77350196	Н
Serial Number:	77350184	Н
Serial Number:	77350206	Н
Serial Number:	77350221	Н
Serial Number:	77982100	Н
Serial Number:	77982165	Н
Serial Number:	85217199	DIAMOND DUST
Serial Number:	85217222	DIAMOND DUST
Serial Number:	85217252	DIAMOND DUST
Serial Number:	85217188	DIAMOND DUST
Serial Number:	85235878	HALSTON
Serial Number:	85273346	H BY HALSTON
Serial Number:	73165240	HALSTON
Serial Number:	74004802	HALSTON
Serial Number:	75177697	HALSTON
Serial Number:	75979972	HALSTON INTIMATES
Serial Number:	75284379	HALSTON SIGNATURE
Serial Number:	75177291	HALSTON
Serial Number:	76121123	HALSTON RED
<u> </u>	11	TRADEMARK

CORRESPONDENCE DATA

Fax Number: (312)782-8585 Phone: 312-782-3939

Email: dolivotto@jonesday.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Danielle R. Olivotto
Address Line 1: 77 W Wacker Drive

Address Line 2: Jones Day

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	990494.600009
NAME OF SUBMITTER:	Danielle R. Olivotto
Signature:	/s Danielle R. Olivotto/
Date:	10/07/2011

Total Attachments: 25

source=11 Omnibus Joinder#page1.tif

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OMNIBUS JOINDER TO LOAN AND SECURITY AGREEMENT, INTELLECTUAL PROPERTY SECURITY AGREEMENT, AND SENIOR SECURED PROMISSORY NOTE

THIS OMNIBUS JOINDER TO LOAN AND SECURITY AGREEMENT, INTELLECTUAL PROPERTY SECURITY AGREEMENT, AND SENIOR SECURED PROMISSORY NOTE (this "Agreement") is made and entered into as of August 4, 2011, by and among 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 "Original Company"), House of Halston, LLC (formerly known as Hilco Halston, LLC), a Delaware limited liability company ("HOH"), and Halston Operating Company, LLC, a Delaware limited liability company ("Opco", and together with HOH, each a "Joining Party", and collectively the "Joining Parties", and the Joining Parties together with the Original Company being, collectively, the "Company"), the Security Agent (as identified on the signature pages hereto) and the Requisite Majority. The Company, the Requisite Majority and the Security Agent are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, (i) the Original Company and the Requisite Majority are parties to that certain Loan and Security Agreement dated as of June 11, 2010 among the Original Company and the "Lenders" thereunder (as the same may be amended, supplemented or otherwise modified from time to time, the "2010 Loan and Security Agreement"), (ii) the Original Company is a party to that certain Intellectual Property Security Agreement dated June 11, 2010 (as amended by that certain Joinder and Amendment to Intellectual Property Security Agreement, dated as of October 4, 2010 by an among the Original Company and the Security Agent (as defined in the 2010 Loan and Security Agreement) and as otherwise amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") among the Original Company and the Security Agent, on behalf of itself and as Security Agent for the other Lenders under the 2010 Loan and Security Agreement and (iii) to reflect the Loans made under (and as defined in) the 2010 Loan and Security Agreement by the Lenders to the Original Company, the Original Company issued certain Senior Secured Promissory Notes in the original aggregate principal amount of \$3,976,000 to the Lenders (collectively, the "Notes", and together with the 2010 Loan and Security Agreement, the IP Security Agreement and the other Loan Documents (as defined in the 2010 Loan and Security Agreement) from time to time executed by the Original Company in favor of the Lenders, the Requisite Majority or the Security Agent, being collectively, the "Joinder Documents"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the 2010 Loan and Security Agreement, the IP Security Agreement, the Note or other Loan Document, as applicable; and

WHEREAS, the Original Company and the Joining Parties desire to enter into a restructuring and recapitalization of the Original Company and the Joining Parties (the "<u>Transaction</u>"); and

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WHEREAS, as a condition to the Transaction, the Requisite Majority require the Joining Parties execute and deliver this Agreement to become parties to, obligors under and bound by the terms of the Joinder Documents on the same basis and to the same extent as are the Original Company; and

WHEREAS, each of the Joining Parties hereby acknowledges and agrees that the Transaction will directly benefit and further the business interest of each of the Joining Parties;

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Requisite Majority agree as follows:

- 1. Each Joining Party, by its signature below, shall hereby be and become a party to, be bound by, and be jointly and severally liable with each other Company, as a primary obligor thereon, (a) the 2010 Loan and Security Agreement and the Notes with the same force and effect as if such Joining Party were originally a signatory thereto and named therein as a "Company", (b) the IP Security Agreement with the same force and effect as if such Joining Party were originally a signatory thereto and named therein as the "Debtor", and (c) the other applicable Loan Documents to which the Company is a party, in each case, in the same capacity as the Company, as if such Joining Party were originally a signatory thereto and a party thereto. Each reference to the "Company," the "Debtor," or other reference to a Company as an obligor thereunder in the Joinder Documents and the other Loan Documents shall, in each case, be deemed to include each Joining Party.
- 2. Each Joining Party hereby agrees to all of the terms and provisions of (a) the 2010 Loan and Security Agreement and the Notes applicable to it as the "Company" thereunder, (b) the IP Security Agreement applicable to it as the "Debtor" thereunder, and (c) the other applicable Loan Documents to which the Company is a party, in each case, in the same capacity and to the same extent as the Company as if such Joining Party were originally a party thereto.
- 3. Each Joining Party hereby represents and warrants that the representations and warranties of the Company in each of the Joinder Documents (after giving effect to any amendments thereto to become effective concurrently herewith) are and shall be true and correct in all material respects with respect to such Joining Party (as a party thereto in the same capacity as a Company) and its assets and Subsidiaries, as applicable, on and as of the date hereof (as if remade by such Joining Party on the date hereof), except with respect to representations and warranties made as of an expressed date, in which case such representations and warranties shall be true and correct as of such date.
- 4. Without limiting the effect of the foregoing provisions, each Joining Party hereby (a) grants, assigns, and pledges (and hereby reaffirms its grants, assignments and pledges as party to the 2010 Loan and Security Agreement) to the Security Agent, for the benefit of the Security Agent and the Lenders, a lien on and a security interest in all of its presently owned and hereafter acquired Collateral pursuant to (and as such term is defined in) the

2010 Loan and Security Agreement, wheresoever such Collateral is located and (b) grants, assigns, and pledges (and hereby reaffirms its grants, assignments and pledges as party to the IP Security Agreement) to the Security Agent, for the benefit of the Security Agent and the Lenders, a lien on and a security interest in all of its presently owned and hereafter acquired Intellectual Property Collateral pursuant to (and as such term is defined in) the IP Security Agreement.

- 5. Attached hereto as <u>Annex I</u> is a complete set of the Schedules to the IP Security Agreement revised to reflect changes as a result of the joinder of the Joining Parties (with no other changes thereto), which revisions shall be deemed a part of, and attached to, the IP Security Agreement (which shall be deemed amended hereby) and refiled by the Security Agent in the appropriate jurisdiction.
- 6. At the request of the Security Agent, each Joining Party shall execute and/or deliver financing statements to the Security Agent, in form reasonably satisfactory to the Security Agent, evidencing the Security Agent's security interest in the Collateral (collectively, the "Financing Statements"). Moreover, each Joining Party hereby authorizes the Security Agent to file one or more Financing Statements or continuations thereof, and amendments thereto pursuant to the Uniform Commercial Code as from time to time in effect in the State of New York, relative to all or any part of the Collateral without the signature of the Company where permitted by law. Any financing statement covering the Collateral or any part thereof shall be sufficient as a Financing Statement where permitted by law, and may include a description of the Collateral as being "all assets," "all personal property" or other similar description as determined appropriate by the Security Agent.
- 7. Each Joining Party acknowledges and confirms that it has received a copy of the 2010 Loan and Security Agreement, the IP Security Agreement, the Note and the other Loan Documents and, in each case, all schedules and exhibits thereto. The Parties agree that this Agreement constitutes a "Security Document" and a "Loan Document" for all purposes under the Loan Documents.
- 8. Each Joining Party and each Original Company hereby represents and warrants to the Security Agent and the Requisite Majority that this Agreement has been duly executed and delivered by such Party and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).
- 9. Except as expressly supplemented hereby, the Loan Documents shall remain in full force and effect.
- 10. Each Joining Party agrees that at any time and from time to time, upon the written request of the Security Agent and/or the Requisite Majority, it will execute and deliver such further documents and do such further acts and things as the Security Agent and/or the

Requisite Majority may reasonably request in order to effect the purposes of this Agreement and/or the other Loan Documents, as applicable.

- 11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission of an electronic file in Adobe Corporation's Portable Document Format or PDF file shall be deemed an original signature hereto.
- 12. This Agreement shall be deemed to be a signature page to each of the Joinder Documents and may be attached to and filed with, where appropriate, any such Joinder Document as a counterpart signature page thereto. This Agreement shall constitute a security agreement for all purposes under the Code and other applicable law.
- 13. The provisions of this Agreement shall be construed and interpreted, and all rights and obligations of the parties hereto determined, in accordance with the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

COMPANY:	REQUISITE MAJORITY:
By: Name: ERIC W. Kaup Title: Authorized Signatory	By:
THE H COMPANY, LLC	AMMEEN HOLDINGS, LLC
By: Name: ERIC W. KAUP Title: Authorized Signatory	By: Name: Title:
By: Name: Skic W. Kaup Title: Authorized Signatory	INVESTMENT PARTNERSHIP (2007) LP By: Investment Partnership (2007) GP, LP Its: General Partner By: Investment Partnership II GP, Inc. Its: General Partner By: Name: Title:
By: Name: ERIC W. LAUP Title: Authorized Signatory	
HALSTON OPERATING COMPANY, LLC By: Name: ERIC W KAUP Title: Authorized Signatory	

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

COMPANY:	REQUISITE MAJORITY:
THE H COMPANY HOLDINGS, LLC	HILCO CONSUMER CAPITAL, LLC
By:Name:	By:
Title:	Name:Title:
THE H COMPANY, LLC	AMMEEN HOLDINGS, LLC
By: Name: Title:	By: Kined Ammeen Name: James Ammeen Title: President
THE H COMPANY IP, LLC	INVESTMENT PARTNERSHIP (2007) LP By: Investment Partnership (2007) GP, LP Its: General Partner
By:	By: Investment Partnership II GP, Inc. Its: General Partner
Name:	
Title:	
HOUSE OF HALSTON, LLC	By: Name:
By:	Title:
Name:	
Title:	
HALSTON OPERATING COMPANY, LLC	
By:	
Name:Title:	

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

COMPANY:	REQUISITE MAJORITY:
THE H COMPANY HOLDINGS, LLC	HILCO CONSUMER CAPITAL, LLC
By:	_ By:
Name:Title:	Name:
THE H COMPANY, LLC	AMMEEN HOLDINGS, LLC
By:	By:
Name:	Name:
Title:	Title:
THE H COMPANY IP, LLC	INVESTMENT PARTNERSHIP (2007) LI By: Investment Partnership (2007) GP, LP Its: General Partner
By:	By: Investment Partnership II GP, Inc. Its: General Partner
Name:Title:	
HOUSE OF HALSTON, LLC	By:
By:	73
Name:Title:	
HALSTON OPERATING COMPANY, LLC	
By:	
Name:	
Title:	

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ACCEPTED AND AGREED:
HILCO CONSUMER CAPITAL, LLC, as Security Agent By: Name: Title: Management Name: N
GENUITY CAPITAL MANAGEMENT SERVICES INC, as Security Agent
By:
Name:
Title:

ACCEPTED AND AGREED:

HILCO CONSUMER CAPITAL, LLC, as Security Agent

Ву: _	
Name:	
Title:	

GENUITY CAPITAL MANAGEMENT SERVICES INC, as Security Agent

Name: Christopher Payne
Title: And Morizee

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Annex I

Revised Schedules to the IP Security Agreement

Attached.

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EXHIBIT A

HARDWARE AND SOFTWARE

None

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EXHIBIT B

COPYRIGHTS

None

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EXHIBIT C

PATENTS

None

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EXHIBIT D

TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRÝ	SERIAL NO.	REG. NO.	STATUS
Halston	Antigua and Barbuda	1156	1156	Registered Owner:
16				The H Company IP, LLC
Halston	Argentina	143873		Registered: 1/6/1978
25	Aigentina	143673	1.890.019	Registered Owner: The H Company IP, LLC
Halston	Australia	274983	D074000	Registered: 8/31/1992
26		274903	B274983	Registered Owner: The H Company IP, LLC
Halston	Australia	274981	D074004	Registered: 6/3/1975
18	1.000	274901	B274981	Registered Owner: The H Company IP, LLC
Halston	Australia	274980		Registered: 6/3/1975
16	Australia	274980	B274980	Registered Owner: The H Company IP, LLC
Halston				Registered: 5/21/1975
Haiston	Australia	274979	274979	Registered Owner:
14,18, 25				The H Company IP, LLC
Halston	Australia	274982	B274982	Registered: 12/27/1973
25			B214302	Registered Owner: The H Company IP, LLC
Halston	Austria	A2400/70.0		Registered: 6/3/1975
14,18, 25	Austria	Am3168/73-3	77283A	Registered Owner: The H Company IP, LLC
Halston				Registered: 5/31/1974
i idiStOff	Barbados	81/25127		Registered Owner:
18				The H Company IP, LLC
Halston	Barbados	81/25128		Filed: 9/17/2008 Registered Owner:
25				The H Company IP, LLC
Halston	Barbados	7404		Filed: 9/17/2008
18	Darbados	7194	81/6067	Registered Owner: The H Company IP, LLC
Halatan				Registered: 2/12/1981
Halston	Barbados	7194	81/6068	Registered Owner:
25				The H Company IP, LLC
Halston	Benelux	323189	585203	Registered: 2/12/1981
14, 16, 18, 25, 26			303203	Registered Owner: The H Company IP, LLC
Halston	Brazil	006 086 000	000 000	Registered: 11/4/1996
25		006.986.900	006.986.900	Registered Owner: The H Company IP, LLC
Joint - III				Registered: 9/25/1979
Halston III	Brazil	311.309.738	811.309.738	Registered Owner: The H Company IP, LLC
				Registered: 2/26/1985

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TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston	Brazil	811.986.77	811.986.977	Books
25		011.000.77	011.900.977	Registered Owner: The H Company IP, LLC
Halston	Canada	0270702		Registered: 12/26/1989
25	Gariada	0370702	206455	Registered Owner: Elizabeth Arden, Inc.
Halston	Canada	418632	232708	Registered: 4/11/1975 Registered Owner:
25			202700	The H Company IP, LLC
Halston	Canada	417221	232681	Registered: 4/12/1979 Registered Owner:
18				The H Company IP, LLC
Halston IV	Canada	418633	222700	Registered: 11/1/1977
		410033	232709	Registered Owner: The H Company IP, LLC
25				
Halston	Canada	1008816		Registered: 4/12/1979
		1000010		Registered Owner: The H Company IP, LLC
14, 20, 24, 25, 26				The H Company IP, EEC
Halston	Canada	1372443		Filed: 3/16/1999
9, 14, 18, 24, 25, 35		10/2440		Registered Owner: The H Company IP, LLC
0, 14, 70, 24, 25, 35				
Halston	Chile	491966	580328	Filed: 11/16/2007: Registered Owner:
27				The H Company IP, LLC
Halston	Chile	491967	580329	Registered: 10/26/2000 Registered Owner:
35			000020	The H Company IP, LLC
				Posistored: 40/00/0000
Halston	Chile	491968	580330	Registered: 10/26/2000 Registered Owner:
3, 14, 18, 25, 26				The H Company IP, LLC
Halston	Chile	353724	909 520	Registered: 10/26/2000
14 10 05		550, E7	808.539	Registered Owner: The H Company IP, LLC
14, 18, 25				
Design of H Logo	China (People's	7571992	7571992	Registered: 4/30/2007
25	Republic Of)		7371992	Registered Owner: The H Company IP, LLC
Design of H Logo	China (People's	7571993		Registered: 11/7/2010 Registered Owner:
18	Republic Of)			The H Company IP, LLC
Halston	China (People's	10127	262624	Filed: 7/27/2009
\-	Republic Of)	10127	262631	Registered Owner: The H Company IP, LLC
25				The H Company IP, LLC
l by Halston	China (People's 8	3012544		Registered: 9/20/1986
5	Republic Of)			Registered Owner: The H Company IP, LLC
I by Halston	China (Booklete			Registered: 2/7/2011
	China (People's 8 Republic Of)	012545	8012545	Registered Owner:
8			j	The H Company IP, LLC
				Registered: 2/7/2011

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston	China (People's	6288179	6288179	
	Republic Of)	0200179	0200179	Registered Owner:
9	,			The H Company IP, LLC
11-t-t-				Registered: 3/28/2010
Halston	China (People's	6335163	6335163	Registered Owner:
35	Republic Of)			The H Company IP, LLC
Halston	China (People's	6323529	6323529	Registered: 6/28/2010
	Republic Of)	0020025	0323329	Registered Owner: The H Company IP, LLC
25				The H Company IP, ELC
Halston	Chi (B			Registered: 4/14/2010
riaiston	China (People's Republic Of)	6288181	6288181	Registered Owner:
18	Republic Of)			The H Company IP, LLC
Halston	Denmark	VA 1996 04210	VR 1996 04381	Registered: 3/28/2010
		177,00007210	VIC 1990 04361	Registered Owner: The H Company IP, LLC
14, 18, 25	1			The IT Company IP, LLC
Halston				Registered: 10/11/1974
Taiston	Denmark	5672/1973	4381/1996	Registered Owner:
14, 18, 25				The H Company IP, LLC
				B 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Halston	Egypt	49171	49171	Registered: 10/4/1996
		, , ,	45173	Registered Owner: The H Company IP, LLC
18				The H Company IP, LLC
Halston				Registered: 12/28/1974
i iaiston	Egypt	49172	49172	Registered Owner:
25				The H Company IP, LLC
				Barit
Halston	Egypt	49173	49173	Registered: 10/31/1974 Registered Owner:
20		•	1 40770	The H Company IP, LLC
26				The Tr Company IP, EEC
Halston	Egypt	10100		Registered: 10/30/1974
	Egypt	49169	49169	Registered Owner:
14				The H Company IP, LLC
				Posistaradi 10/20/4075
Halston	Egypt	49170	49170	Registered: 10/23/1975 Registered Owner:
16				The H Company IP, LLC
10				, LEO
Halston	European Union	2400040		Registered: 12/28/1974
	Luropean Criton	3486842	3486842	Registered Owner:
9, 14, 18, 25				The H Company IP, LLC
				Pagistaradi 2/4/2005
rowick	European Union	944748	944748	Registered: 2/4/2005 Registered Owner:
10 05				The H Company IP, LLC
3, 18, 25				The Free Company II , ELC
Design of H Logo	European Union	0044404		Registered: 9/28/2007
or in Eogo	Ediopean Onion	8311491	8311491	Registered Owner:
, 14, 18, 25				The H Company IP, LLC
		Ē		Pagintarad: 40/0/0000
Motif	European Union	6575261	6575261	Registered: 12/3/2009 Registered Owner:
0 14 10 04 05				The H Company IP, LLC
9, 14, 18, 24, 25 alston	E			Registered: 12/11/2008
uio(Oti	European Union	940507	940507	Registered Owner:
5				The H Company IP, LLC
		<u></u>		Registered: 9/28/2007

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston	Finland	7140/73	69739 B	
14, 16, 18, 25, 26			097395	Registered Owner: The H Company IP, LLC
Halston	France	604050		Registered: 7/5/1969
14, 16, 18, 25, 28	Tance	681350	1251041	Registered Owner: The H Company IP, LLC
Halston	Comme			Registered: 12/13/1973
14, 16, 18, 25, 26	Germany	H38949/3WZ	39553222	Registered Owner: The H Company IP, LLC
Halston	Germany	DDM FOED		Registered: 5/24/1978
25	Germany	DDW 52534	DD642384	Registered Owner: The H Company IP, LLC
Halston	Greece			Registered: 9/20/1978
	Greece	51936	51936	Registered Owner:
3, 14, 16, 18, 26				The H Company IP, LLC
Halston	Guatemala	33706	33706	Registered: 4/17/1975
25		-5.00	33706	Registered Owner: The H Company IP, LLC
Halston	Guatemala	96439	96439	Registered: 12/21/1977 Registered Owner:
25				The H Company IP, LLC
Halston	Honduras	24366	24366	Registered: 6/16/1999
16		1,000	24300	Registered Owner: The H Company IP, LLC
Halston	Hong Kong	19740472AA	1074047044	Registered: 12/30/1977
4, 18, 25	3 443	10140412/04	19740472AA	Registered Owner: The H Company IP, LLC
Halston	Hong Kong	300979417	0000	Registered: 4/23/1974
5	and the same	300979417	300979417	Registered Owner: The H Company IP, LLC
lalston	Hong Kong	4.507.50		Registered: 4/28/2008
	riong Kong	1527/73	472/1974	Registered Owner:
4, 16, 18, 25, 26				The H Company IP, LLC
alston	India	1642158	919901	Registered: 4/23/1974
			319901	Registered Owner: The H Company IP, LLC
alston	India	292726	2007200	Registered: 2/1/2011
5		132720	292726B	Registered Owner: The H Company IP, LLC
alston	India	292727	000-0-	Registered: 12/11/1973
3		.92121	292727	Registered Owner: The H Company IP, LLC
alston	India 2	00700		Registered: 12/11/1973
		92728	292728	Registered Owner: Halston Enterprises, Inc.
liston	India 2	00705		Registered: 12/11/1973
	2	92725	292725	Registered Owner: The H Company IP, LLC
				Registered: 12/11/1973

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston	India	292729	292729	Registered Owner:
26				Halston Enterprises, Inc.
Halston	Indonesia	D00.2006.012543	ID14000000	Registered: 12/11/1973
24	indonesia	000.2006.012543	IDM000230583	Registered Owner: The H Company IP, LLC
				Registered: 12/21/2009
Halston	Indonesia	D00.2006.011059	IDM000180889	Registered Owner:
25				The H Company IP, LLC
Halston	Indonesia	D00.2006.012537	IDM000232004	Registered: 10/14/2008
9		300.2000.012001	15141000232004	Registered Owner: The H Company IP, LLC
Halston	In all and a second			Registered: 1/7/2010
naiston	Indonesia	D00.2006.012539	IDM000144480	Registered Owner:
14				The H Company IP, LLC
Halston	Indonesia	D00.2006.012541	IDM000236742	Registered: 11/5/2007 Registered Owner:
18		- 00.2000.012041	15101000230742	The H Company IP, LLC
Halston	Indonesia	500000000000000000000000000000000000000		Registered: 4/21/2006
18	indonesia	D00.2010.032770		Registered Owner: The H Company IP, LLC
				Filed: 9/3/2010
Halston	Ireland	84/87	122961	Registered Owner:
25				Halston Parfums, Inc.
Halston	Israel	38546	38546	Registered: 1/16/1987
14		30340	36346	Registered Owner: The H Company IP, LLC
Halston	1			Registered: 9/30/1975
iaistori	Israel	38547	38547	Registered Owner:
6				The H Company IP, LLC
lalston	Israel	38548	38548	Registered: 9/30/1975
8		000 10	30346	Registered Owner: The H Company IP, LLC
laiston				Registered: 9/30/1975
iaiston	Israel	38549	38549	Registered Owner:
5				The H Company IP, LLC
alston	Israel	38550	38550	Registered: 9/30/1975 Registered Owner:
6			-3000	The H Company IP, LLC
laiston	Israel	203829	202820	Registered: 9/30/1975
		203029	203829	Registered Owner: The H Company IP, LLC
alston	Italy	357880C/72	1055247	Registered: 11/8/2009
4, 16, 18, 25, 26	······································	357889C/73	1055217	Registered Owner: The H Company IP, LLC
alatan				Registered: 12/20/1993
alston	Japan	70923/87	2195032	Registered Owner: The H Company IP, LLC
•				•

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston	Japan	2-146030/90	2556769	Registered Owner:
18, 25	Capan	2-140030/90	2330709	The H Company IP, LLC
				Registered: 7/30/1993
Halston (in Katakana)	Japan	198272/73	1326086	Registered Owner:
25				The H Company IP, LLC
Halston (in Katakana)	Japan	49532/78	1712633	Registered: 3/9/1978 Registered Owner:
20, 21, 22, 24, 25		100027,0	7772000	The H Company IP, LLC
				Registered: 9/24/1984
Halston	Japan	6-99063	3367686	Registered Owner:
9				The H Company IP, LLC
Halston	Japan	198269/73	1300523	Registered: 12/19/1997 Registered Owner:
25	Cupair	130209/13	1300323	The H Company IP, LLC
				Registered: 9/19/1977
Halston	Japan	6-99064	4095512	Registered Owner:
14				The H Company IP, LLC
Halatan	V!4	00.40-7		Registered: 12/19/1997
Halston	Kuwait	88497	81741	Registered Owner:
25				The H Company IP, LLC
Halston	Kuwait	88496	81740	Registered: 9/13/2007 Registered Owner:
18		00 ,00	01110	The H Company IP, LLC
				Registered: 9/13/2007
Halston	Kuwait	88494	81738	Registered Owner:
9				The H Company IP, LLC
Halston	Kuwait	88495	81739	Registered: 9/13/2007
rialoton	Nuwait	00493	01739	Registered Owner: The H Company IP, LLC
14				
Halston	Lebanon	115463	115463	Registered: 9/13/2007 Registered Owner:
9, 14, 18, 25	Lebanon	115405	113403	The H Company IP, LLC
				Registered: 3/17/2008
Halston	Malaysia	87001722	87001722	Registered Owner:
25				Halston Parfums, Inc.
Halston	Mexico	135635	229682	Registered: 4/30/1987
5, 9, 10, 16, 18, 21,	Mexico	133033	229002	Registered Owner: The H Company IP, LLC
25				Registered: 9/6/1979
Halston	Mexico	238466	303640	Registered Owner:
14				The H Company IP, LLC
				Registered: 11/6/1984
Halston	Mexico	237284	313546	Registered Owner:
18, 22, 24, 27				The H Company IP, LLC
Halston	Mexico	237285	221111	Registered: 10/25/1985
9	WEXICO	251205	321111	Registered Owner: The H Company IP, LLC
				Registered: 12/17/1986

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Haiston 18	Mexico	1064007		Registered Owner: The H Company IP, LLC
				Registered: 1/29/2010
Halston	Mexico	927421		Registered Owner:
35				The H Company IP, LLC
Halston	Mexico	240326	306465	Registered: 4/17/2008 Registered Owner:
14, 26				Halston LLC
Halston	Netherlands Antilles	11460	2217	Registered: 4/2/1985 Registered Owner:
18, 25				The H Company IP, LLC
Halston	Netherlands Antilles	10460	2218	Registered: 6/10/1980 Registered Owner:
16				The H Company IP, LLC
Halston	Nicaragua	8313	8313CC	Registered: 11/22/1977
16	,	0010	631300	Registered Owner: Elizabeth Arden, Inc.
Halston	Nigeria	TP1807		Filed: 4/24/1978
25	goria	11 1007		Registered Owner: Elizabeth Arden, Inc.
Halston	Norway	117189	95824	Filed: 6/3/1987
3, 25	, normal,	117109	95024	Registered Owner: Elizabeth Arden, Inc.
Halston	Panama	100320	100320	Registered: 1/29/1976
18		100020	100320	Registered Owner: The H Company IP, LLC
Halston	Panama	100318	100318	Registered: 4/27/1999
25	, anama	100318	100318	Registered Owner: The H Company IP, LLC
Halston	Paraguay	1020	163813	Registered: 4/27/1999
25		7020	103013	Registered Owner: The H Company IP, LLC
Halston	Russian Federation	2007729677	367893	Registered: 5/11/1993
9, 14, 18, 25, 35		2007729077	201093	Registered Owner: The H Company IP, LLC
Halston	Saudi Arabia	5410/1400	98/50	Registered: 12/18/2008
8, 25			30/30	Registered Owner: The H Company IP, LLC
Halston	Singapore	T7874979I	T7874979I	Registered: 11/1/1982 Registered Owner:
8				The H Company IP, LLC
laiston	Singapore	T7874980B	T7874980B	Registered: 3/9/1978 Registered Owner:
5	•		.707-3000	The H Company IP, LLC
laiston	South Korea	40-2007-50189	764018	Registered: 3/9/1978 Registered Owner:
8	·	2237 00100	, 970 IU	Registered Owner: The H Company IP, LLC
-				Registered: 10/7/2008

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston	South Korea	40-1985-19571	130448	Registered Owner:
14, 18				The H Company IP, LLC
Halston	South Korea	40-1973-7646	37440	Registered: 9/12/1986
14, 25	Joseph	40-1973-7040	37440	Registered Owner: The H Company IP, LLC
Halston				Registered: 6/8/1974
9	South Korea	40-2007-50190	764019	Registered Owner: The H Company IP, LLC
Halston	Spain	726567	700507	Registered: 10/7/2008
26	Орані	736567	736567	Registered Owner: The H Company IP, LLC
				Registered: 11/4/1976
Halston	Spain	736566	736566	Registered Owner:
25				The H Company IP, LLC
Halston	Sweden	5000/70		Registered: 11/4/1976
	Sweden	5992/73	150514	Registered Owner: The H Company IP, LLC
25				
Halston	Switzerland	19967212	432925	Registered: 2/28/1975 Registered Owner:
14, 16, 18, 25, 26		1000/212	432323	The H Company IP, LLC
Halston	Taiwan	92074705	700404	Registered: 11/11/1996
18	laiwaii	83074795	720421	Registered Owner: The H Company IP, LLC
Halston	Taiwan	86055707	827404	Registered: 7/1/1996
25	, aman	86055707	827101	Registered Owner: The H Company IP, LLC
Halston	T-:			Registered: 11/16/1998
i idiStOff	Taiwan	85038313	798914	Registered Owner:
25				The H Company IP, LLC
Halston	Thailand	164418	440070	Registered: 3/16/1998
25	, manual u	104410	142676	Registered Owner: The H Company IP, LLC
Jolotov				Registered: 4/7/1987
Halston	Thailand	331835	97125	Registered Owner:
18				The H Company IP, LLC
Halston	Thailand	302188	55547	Registered: 4/7/1987 Registered Owner:
25				The H Company IP, LLC
Halston	Turkey	200752011	200752011	Registered: 2/6/1986
9, 14, 18, 25		200702011	200732011	Registered Owner: The H Company IP, LLC
Halston	Turkey	61171	104040	Registered: 8/29/2008
6	· arrey	61171	104040	Registered Owner: The H Company IP, LLC
lalston	United Arab Emirates	115791		Registered: 2/24/1978
8	Cinica Alab Cilliates	113/81		Registered Owner: The H Company IP, LLC
				Filed: 1/7/2008

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston	United Arab Emirates	115792		Registered Owner:
25				The H Company IP, LLC
Halston	United Kingdom	1021966	1021966	Filed: 1/7/2008
16	- Third Timigaom	1021300	1021900	Registered Owner: The H Company IP, LLC
				Registered: 12/10/1973
Halston	United Kingdom	1052288	1052288	Registered Owner: The H Company IP, LLC
26				Registered: 9/18/1975
Halston	United Kingdom	1021967	1021967	Registered Owner:
18				The H Company IP, LLC
Halston	United Kingdom	1021969	1021969	Registered: 10/22/1975 Registered Owner:
	3.0	1021005	1021909	The H Company IP, LLC
14, 16, 18, 25, 26				
Halston	United Kingdom	1021968	1021968	Registered: 12/10/1973
	Jan Sacrif	.321000	1021900	Registered Owner: The H Company IP, LLC
25				
Halston	United Kingdom	1021965	1021965	Registered: 1/8/1976 Registered Owner:
14	J		1021000	The H Company IP, LLC
Design of H Logo	United States	77740400		Registered: 5/20/1975
Design of 11 Logo	United States	77740480		Registered Owner: The H Company IP, LLC
14				
Design of H Logo	United States	77740449		Filed: 5/19/2009 Registered Owner:
e				The H Company IP, LLC
Design of H Logo	United States	77740505		Filed: 5/19/2009
Design of H Logo	United States	77740505		Registered Owner:
25				The H Company IP, LLC
Design of H Logo	United States	77740491		Filed: 5/19/2009
•		77740451		Registered Owner: The H Company IP, LLC
18				
H by Halston	United States	77912648	3948842	Filed: 5/19/2009 Registered Owner:
25		- · · •	1010012	The H Company IP, LLC
				Registered: 4/19/2011
Halston	United States	75183990	2226564	Registered Owner:
25				The H Company IP, LLC
Halston	United States	73007358	1012939	Registered: 2/23/1999 Registered Owner:
8		•		The H Company IP, LLC
lalston	United States	75404757		Registered: 6/10/1975
	Officed States	75421757	2588723	Registered Owner: The H Company IP, LLC
8				
lalston Intimates	United States	75284378	2465921	Registered: 7/2/2002 Registered Owner:
5				The H Company IP, LLC
				Registered: 7/3/2001

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston	United States	75464477	2492960	Registered Owner:
25			2432300	The H Company IP, LLC
Halston	United States	72422570	4400001	Registered: 9/25/2001
T Idiotoii	Officed States	73132576	1103001	Registered Owner: The H Company IP, LLC
9				
Halston	United States	75200129	2393797	Registered: 9/26/1978 Registered Owner:
18				The H Company IP, LLC
Halston	United States	75118641	2166353	Registered: 10/10/2000 Registered Owner:
14			2100000	The H Company IP, LLC
Handbag Amulet	United States	77277604		Registered: 6/16/1998
Design	onited States	77377694		Registered Owner: The H Company IP, LLC
18				Filed: 1/22/2008
Halston	United States	77283113	3621452	Registered Owner:
35				The H Company IP, LLC
Halston	United States	73011260	1002073	Registered: 5/19/2009
25, 42		7.0011200	1002073	Registered Owner: The H Company IP, LLC
Interlegia - 112-				Registered: 1/21/1975
Interlocking H's Design	United States	77350186		Registered Owner: The H Company IP, LLC
3				Filed: 12/12/2007
Halston	United States	73007353	999713	Registered Owner: The H Company IP, LLC
25				
Halston	United States	77505078		Filed: 12/17/1974 Registered Owner:
4				The H Company IP, LLC
Interlocking H's	United States	77350189		Registered: 6/23/2008
Design	omica otates	77350169		Registered Owner: The H Company IP, LLC
9				Filed: 12/12/2007
Interlocking H's Design	United States	77350184		Registered Owner:
18				The H Company IP, LLC
Interlocking H's	United States	77350196		Filed: 12/12/2007
Design		77030130		Registered Owner: The H Company IP, LLC
14				Filed: 12/12/2007
Interlocking H's Design	United States	77350206		Registered Owner: The H Company IP, LLC
24				Filed: 12/12/2007
	United States	77350221		Registered Owner:
Design				The H Company IP, LLC
25 Design of H Logo	United States	77982100		Registered: 12/12/2007
25	oou orates	11302100		Registered Owner: The H Company IP, LLC
				Filed: 5/19/2009

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Design of H Logo	United States	77982165		Registered Owner
18				The H Company IP, LLC
Diamond Dust	United States	85217199		Registered: 5/19/2009
9		00217139		Registered Owner: The H Company IP, LLC
Diamond Dust	United States	85217222		Registered: 1/13/2011
18	omited states	65217222		Registered Owner: The H Company IP, LLC
Diamond Dust	United States	050.50		Filed: 1/13/2011
25	Officed States	85217252		Registered Owner: The H Company IP, LLC
Diamond Dust	United States			Registered: 1/13/2011
Diamond Dust	United States	85217188		Registered Owner:
4				The H Company IP, LLC
Halston	United States	85235878		Registered: 1/13/2011 Registered Owner:
25				The H Company IP, LLC
H by Halston	United States	05070040		Registered: 2/7/2011
18	Officed States	85273346		Registered Owner: The H Company IP, LLC
I I alaba				Registered: 3/22/2011
Halston	United States	73165240	1138450	Registered Owner:
25				The H Company IP, LLC
I latata				Registered: 8/5/1980 Registered and Renewed: 02/1/2001
Halston	United States	74004802	1621118	Registered Owner: The H Company IP, LLC
14				
				Registered: 11/6/1990 Registered and Renewed: 3/22/2001
Halston (Zipper Pull	United States	75177697	2293060	Registered Owner:
Design)				The H Company IP, LLC
26				Registered: 11/16/1999
Halston Intimates	United States	75979972	2424143	Registered Owner:
25				The H Company IP, LLC
Halston Signature	United States	75284379	2527738	Registered: 1/23/2001
25		7.0204073	2321136	Registered Owner: The H Company IP, LLC
Halston and Design	United States	75477004		Registered: 1/8/2002
ŭ	onited States	75177291	2530046	Registered Owner: The H Company IP, LLC
26				
lalston Red	United States	76121123	2698338	Registered: 1/15/2002 Registered Owner:
1				The H Company IP, LLC
laiston	United States	75464599	2722274	Registered: 3/18/2003
5	- mod otales	7 3404388	2732371	Registered Owner: The H Company IP, LLC
lalston	Vanazusla	44400==		Registered: 7/1/2003
9	Venezuela	11428/73	85577	Registered Owner: The H Company IP, LLC
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TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston	Venezuela	78776	78776	Registered Owner:
37				The H Company IP, LLC
				Registered: 4/9/1975
Halston	Venezuela	78777	78777	Registered Owner:
40				The H Company IP, LLC
				Registered: 4/9/1975
Halston	Venezuela	78775	78775	Registered Owner:
28				The H Company IP, LLC
				Registered: 4/9/1975
Halston	Venezuela	78778	78778	Registered Owner:
7				The H Company IP, LLC
				Registered: 4/9/1975
Frowick	WIPO	944748	944748	Registered Owner:
3, 18, 25				The H Company IP, LLC
				Registered: 9/28/2007
Halston	WIPO	940507	940507	Registered Owner:
35				The H Company IP, LLC
				Registered: 9/28/2007

RECORDED: 10/07/2011