

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
House of Halston, LLC		08/04/2011	LIMITED LIABILITY COMPANY: DELAWARE
Halston Operating Company, LLC		08/04/2011	LIMITED LIABILITY COMPANY: DELAWARE
The H Company IP, LLC		08/04/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The H Lending Company, LP, as Security Agent
Street Address:	5 Revere Drive
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	77740480	H
Serial Number:	77740449	H
Serial Number:	77740505	H
Serial Number:	77740491	H
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

TRADEMARK

900204108

REEL: 004638 FRAME: 0215

CH \$1015.00 77740480

Serial Number:	75200129	HALSTON
Serial Number:	75118641	HALSTON
Serial Number:	77377694	HALSTON
Serial Number:	77283113	HALSTON
Serial Number:	73011260	HALSTON
Serial Number:	77350186	H
Serial Number:	73007353	HALSTON
Serial Number:	77505078	HALSTON
Serial Number:	77350189	H
Serial Number:	77350184	H
Serial Number:	77350196	H
Serial Number:	77350206	H
Serial Number:	77350221	H
Serial Number:	77982100	H
Serial Number:	77982165	H
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:	75464599	HALSTON
Serial Number:	76121123	HALSTON RED

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.

TRADEMARK
REEL: 004638 FRAME: 0216

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: 31

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATE:		August 4, 2011
PARTIES:	Debtors:	HOUSE OF HALSTON, LLC a Delaware limited liability company HALSTON OPERATING COMPANY, LLC a Delaware limited liability company THE H COMPANY IP, LLC a Delaware limited liability company
	Debtor's Address:	House of Halston, LLC 1201 West 5th Street, Suite 1100 Los Angeles, California 90017 Halston Operating Company, LLC 1201 West 5th Street, Suite 1100 Los Angeles, California 90017 The H Company IP, LLC 96 Spring Street, 2nd Floor New York, New York 10012
	Secured Party:	THE H LENDING COMPANY, LP, as Security Agent for the Lenders under that certain Subordinated Loan and Security Agreement dated as of August 4, 2011
	Secured Party's Address:	The H Lending Company, LP c/o Hilco Brands, LLC 5 Revere Drive, Suite 206 Northbrook, Illinois 60062 Attn: Eric W. Kaup, General Counsel Hilco Trading, LLC

BACKGROUND

1. House of Halston, LLC (formerly known as Hilco Halston, LLC), a Delaware limited liability company ("**HOH**"), Halston Operating Company, LLC, a Delaware limited liability company ("**New Opco**"), and The H Company IP, LLC, a Delaware limited liability company ("**H Company IP**", and, collectively with HOH and New Opco, the "**Debtor**") has issued and may in the future issue certain Subordinated Secured Promissory Notes (as such may be amended, modified, extended, and renewed from time to time, the "**Notes**") to the Lenders (the "**Lenders**") under a certain Subordinated Loan and Security Agreement dated August 4,

2011 (the "**Loan Agreement**"), pursuant to which the Lenders are making loans to Debtor in the original principal amount of \$9,500,000 in the aggregate (the "**Loan**").

2. It is a condition precedent to finalizing the Notes that Debtor shall have entered into this Intellectual Property Security Agreement ("**IP Agreement**") granting The H Lending Company, LP, as Security Agent for the Lenders under the Loan Agreement ("**Secured Party**") a security interest in the collateral described in this Agreement as security for payment of the Notes.

3. Pursuant to the Loan Agreement, the Lenders authorized and appointed Secured Party to act as Security Agent on their behalf to take such actions as are necessary or appropriate to protect the Lenders' interests in the collateral securing the Loan, including the entering into of this IP Agreement on the Lenders' behalves.

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:

(a) 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 first priority 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 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, and the Secured Party thereunder, as amended, restated, supplemented or otherwise modified from time to time), and the "Secured Party" (as that term is defined under that certain Intellectual Property Security Agreement dated June 11, 2010 among 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, and the Secured Party thereunder, as amended, restated, supplemented or otherwise modified from time to time). As used herein:

(i) "**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.

(ii) **“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.

(iii) **“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.

(iv) **“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.

(v) **“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 (current trademarks are 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.

(b) Reserved.

(c) 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 Notes (collectively, the "**Obligations**").

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

(e) Covenants and Warranties. Debtor represents, warrants, covenants and agrees as follows:

(i) 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;

(ii) 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;

(iii) 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;

(iv) 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 (e)(iv) (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;

(v) 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;

(vi) 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;

(vii) 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;

(viii) 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;

(ix) 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 Notes upon making the filings referred to in clause (j) below;

(x) 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;

(xi) 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;

(xii) 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

(xiii) 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.

(f) 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 (f).

(g) Responsibility of Debtor. In furtherance and not limitation of the other provisions of this Section (g), 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.

(h) Further Assurances; Attorney in Fact.

(i) 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.

(ii) 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 (i), 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.

(iii) 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.

(i) 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.

(j) Remedies.

(i) 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.

(ii) 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 Notes and under applicable law. Any remainder of the proceeds after payment in full of the Notes 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 Notes (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.

(k) 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.

(l) Deficiency. If proceeds referred to in Section (j)(ii) above are insufficient to pay the Notes in full, Debtor shall continue to be liable for the entire deficiency.

(m) Reassignment.

(i) 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.

(ii) 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.

(n) 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.

(o) 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.

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

(q) 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.

(r) 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.

(s) 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.

(t) 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 or provision in any other jurisdiction, or any other clause or provision of this IP Agreement in any jurisdiction.

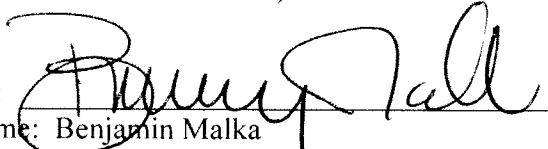
(u) Termination. This IP Agreement and all rights and obligations of the parties hereunder shall terminate immediately upon Debtor's payment in full of the Notes.

[Signature Page Follows]

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

Debtor:

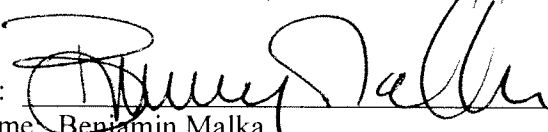
HOUSE OF HALSTON, LLC

By: 
Name: Benjamin Malka
Title: Chief Executive Officer

HALSTON OPERATING COMPANY, LLC

By: 
Name: Benjamin Malka
Title: Chief Executive Officer

THE H COMPANY IP, LLC

By: 
Name: Benjamin Malka
Title: Chief Executive Officer

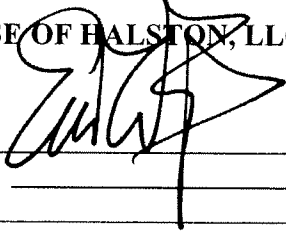
Secured Party:

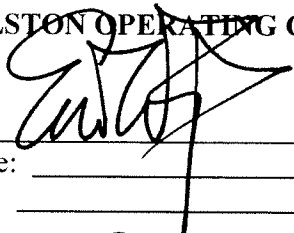
THE H LENDING COMPANY, LP

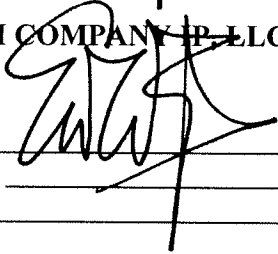
By: _____
Name: _____
Title: _____

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

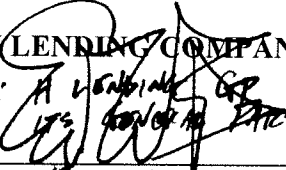
Debtor:

HOUSE OF HALSTON, LLC
By: 
Name: _____
Title: _____

HALSTON OPERATING COMPANY, LLC
By: 
Name: _____
Title: _____

THE H COMPANY IP, LLC
By: 
Name: _____
Title: _____

Secured Party:

THE H LENDING COMPANY, LP
By: 
Name: ERIC W. KAWP
Title: AUTHORIZED SIGNATORY

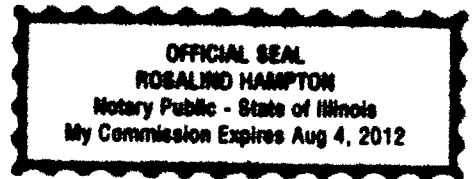
STATE/Commonwealth of Illinois)

:SS.

County of Cook)

The foregoing instrument was acknowledged before me this 3 day of August, 2011, by ~~Ben Miller~~, the CEO of House of Halston, LLC, a Delaware limited liability company, on behalf of the company.

[seal] Rosalind Hampton
NOTARY PUBLIC



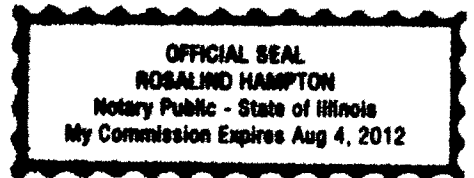
STATE/Commonwealth of Illinois)

:SS.

County of Cook)

The foregoing instrument was acknowledged before me this 3 day of August __, 2011, by ~~Ben Miller~~, the CEO of Halston Operating Company, LLC, a Delaware limited liability company, on behalf of the company.

[seal] Rosalind Hampton
NOTARY PUBLIC



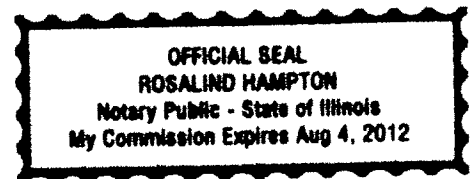
STATE/Commonwealth of Illinois)

:SS.

County of Cook)

The foregoing instrument was acknowledged before me this 3 day of August, 2011, by ~~Ben Miller~~, the CEO of The H Company IP, LLC, a Delaware limited liability company, on behalf of the company.

[seal] Rosalind Hampton
NOTARY PUBLIC



STATE/Commonwealth of Illinois)
:SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 3 day of August, 2011, by Eric W. Kamp, the Authorized Signatory of The H Lending Company, LP, a Delaware limited partnership, on behalf of the company.

[seal] Rosalind Hampton
NOTARY PUBLIC

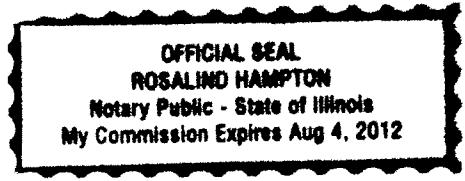


EXHIBIT A
HARDWARE AND SOFTWARE

None

EXHIBIT B
COPYRIGHTS

None

EXHIBIT C
PATENTS

None

EXHIBIT D
TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 16	Antigua and Barbuda	1156	1156	Registered Owner: The H Company IP, LLC Registered: 1/6/1978
Halston 25	Argentina	143873	1.890.019	Registered Owner: The H Company IP, LLC Registered: 8/31/1992
Halston 26	Australia	274983	B274983	Registered Owner: The H Company IP, LLC Registered: 6/3/1975
Halston 18	Australia	274981	B274981	Registered Owner: The H Company IP, LLC Registered: 6/3/1975
Halston 16	Australia	274980	B274980	Registered Owner: The H Company IP, LLC Registered: 5/21/1975
Halston 14,18, 25	Australia	274979	274979	Registered Owner: The H Company IP, LLC Registered: 12/27/1973
Halston 25	Australia	274982	B274982	Registered Owner: The H Company IP, LLC Registered: 6/3/1975
Halston 14,18, 25	Austria	Am3168/73-3	77283A	Registered Owner: The H Company IP, LLC Registered: 5/31/1974
Halston 18	Barbados	81/25127		Registered Owner: The H Company IP, LLC Filed: 9/17/2008
Halston 25	Barbados	81/25128		Registered Owner: The H Company IP, LLC Filed: 9/17/2008
Halston 18	Barbados	7194	81/6067	Registered Owner: The H Company IP, LLC Registered: 2/12/1981
Halston 25	Barbados	7194	81/6068	Registered Owner: The H Company IP, LLC Registered: 2/12/1981
Halston 14, 16, 18, 25, 26	Benelux	323189	585203	Registered Owner: The H Company IP, LLC Registered: 11/4/1996
Halston 25	Brazil	006.986.900	006.986.900	Registered Owner: The H Company IP, LLC Registered: 9/25/1979
Halston III 25	Brazil	811.309.738	811.309.738	Registered Owner: The H Company IP, LLC Registered: 2/26/1985

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 25	Brazil	811.986.77	811.986.977	Registered Owner: The H Company IP, LLC Registered: 12/26/1989
Halston 25	Canada	0370702	206455	Registered Owner: Elizabeth Arden, Inc. Registered: 4/11/1975
Halston 25	Canada	418632	232708	Registered Owner: The H Company IP, LLC Registered: 4/12/1979
Halston 18	Canada	417221	232681	Registered Owner: The H Company IP, LLC Registered: 11/1/1977
Halston IV 25	Canada	418633	232709	Registered Owner: The H Company IP, LLC Registered: 4/12/1979
Halston 14, 20, 24, 25, 26	Canada	1008816		Registered Owner: The H Company IP, LLC Filed: 3/16/1999
Halston 9, 14, 18, 24, 25, 35	Canada	1372443		Registered Owner: The H Company IP, LLC Filed: 11/16/2007:
Halston 27	Chile	491966	580328	Registered Owner: The H Company IP, LLC Registered: 10/26/2000
Halston 35	Chile	491967	580329	Registered Owner: The H Company IP, LLC Registered: 10/26/2000
Halston 3, 14, 18, 25, 26	Chile	491968	580330	Registered Owner: The H Company IP, LLC Registered: 10/26/2000
Halston 14, 18, 25	Chile	353724	808.539	Registered Owner: The H Company IP, LLC Registered: 4/30/2007
Design of H Logo 25	China (People's Republic Of)	7571992	7571992	Registered Owner: The H Company IP, LLC Registered: 11/7/2010
Design of H Logo 18	China (People's Republic Of)	7571993		Registered Owner: The H Company IP, LLC Filed: 7/27/2009
Halston 25	China (People's Republic Of)	40127	262631	Registered Owner: The H Company IP, LLC Registered: 9/20/1986
H by Halston 25	China (People's Republic Of)	8012544	8012544	Registered Owner: The H Company IP, LLC Registered: 2/7/2011
H by Halston 18	China (People's Republic Of)	8012545	8012545	Registered Owner: The H Company IP, LLC Registered: 2/7/2011
Halston	China (People's Republic Of)	6288179	6288179	Registered Owner: The H Company IP, LLC

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
9				Registered: 3/28/2010
Halston 35	China (People's Republic Of)	6335163	6335163	Registered Owner: The H Company IP, LLC Registered: 6/28/2010
Halston 25	China (People's Republic Of)	6323529	6323529	Registered Owner: The H Company IP, LLC Registered: 4/14/2010
Halston 18	China (People's Republic Of)	6288181	6288181	Registered Owner: The H Company IP, LLC Registered: 3/28/2010
Halston 14, 18, 25	Denmark	VA 1996 04210	VR 1996 04381	Registered Owner: The H Company IP, LLC Registered: 10/11/1974
Halston 14, 18, 25	Denmark	5672/1973	4381/1996	Registered Owner: The H Company IP, LLC Registered: 10/4/1996
Halston 18	Egypt	49171	49171	Registered Owner: The H Company IP, LLC Registered: 12/28/1974
Halston 25	Egypt	49172	49172	Registered Owner: The H Company IP, LLC Registered: 10/31/1974
Halston 26	Egypt	49173	49173	Registered Owner: The H Company IP, LLC Registered: 10/30/1974
Halston 14	Egypt	49169	49169	Registered Owner: The H Company IP, LLC Registered: 10/23/1975
Halston 16	Egypt	49170	49170	Registered Owner: The H Company IP, LLC Registered: 12/28/1974
Halston 9, 14, 18, 25	European Union	3486842	3486842	Registered Owner: The H Company IP, LLC Registered: 2/4/2005
Frowick 3, 18, 25	European Union	944748	944748	Registered Owner: The H Company IP, LLC Registered: 9/28/2007
Design of H Logo 9, 14, 18, 25	European Union	8311491	8311491	Registered Owner: The H Company IP, LLC Registered: 12/3/2009
H Motif 3, 9, 14, 18, 24, 25	European Union	6575261	6575261	Registered Owner: The H Company IP, LLC Registered: 12/11/2008
Halston 35	European Union	940507	940507	Registered Owner: The H Company IP, LLC Registered: 9/28/2007
Halston 14, 16, 18, 25, 26	Finland	7140/73	69739B	Registered Owner: The H Company IP, LLC Registered: 7/5/1969

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 14, 16, 18, 25, 28	France	681350	1251041	Registered Owner: The H Company IP, LLC Registered: 12/13/1973
Halston 14, 16, 18, 25, 26	Germany	H38949/3WZ	39553222	Registered Owner: The H Company IP, LLC Registered: 5/24/1978
Halston 25	Germany	DDW 52534	DD642384	Registered Owner: The H Company IP, LLC Registered: 9/20/1978
Halston 3, 14, 16, 18, 26	Greece	51936	51936	Registered Owner: The H Company IP, LLC Registered: 4/17/1975
Halston 25	Guatemala	33706	33706	Registered Owner: The H Company IP, LLC Registered: 12/21/1977
Halston 25	Guatemala	96439	96439	Registered Owner: The H Company IP, LLC Registered: 6/16/1999
Halston 16	Honduras	24366	24366	Registered Owner: The H Company IP, LLC Registered: 12/30/1977
Halston 14, 18, 25	Hong Kong	19740472AA	19740472AA	Registered Owner: The H Company IP, LLC Registered: 4/23/1974
Halston 35	Hong Kong	300979417	300979417	Registered Owner: The H Company IP, LLC Registered: 4/28/2008
Halston 14, 16, 18, 25, 26	Hong Kong	1527/73	472/1974	Registered Owner: The H Company IP, LLC Registered: 4/23/1974
Halston 9	India	1642158	919901	Registered Owner: The H Company IP, LLC Registered: 2/1/2011
Halston 16	India	292726	292726B	Registered Owner: The H Company IP, LLC Registered: 12/11/1973
Halston 18	India	292727	292727	Registered Owner: The H Company IP, LLC Registered: 12/11/1973
Halston 25	India	292728	292728	Registered Owner: Halston Enterprises, Inc. Registered: 12/11/1973
Halston 14	India	292725	292725	Registered Owner: The H Company IP, LLC Registered: 12/11/1973
Halston 26	India	292729	292729	Registered Owner: Halston Enterprises, Inc. Registered: 12/11/1973

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 24	Indonesia	D00.2006.012543	IDM000230583	Registered Owner: The H Company IP, LLC Registered: 12/21/2009
Halston 25	Indonesia	D00.2006.011059	IDM000180889	Registered Owner: The H Company IP, LLC Registered: 10/14/2008
Halston 9	Indonesia	D00.2006.012537	IDM000232004	Registered Owner: The H Company IP, LLC Registered: 1/7/2010
Halston 14	Indonesia	D00.2006.012539	IDM000144480	Registered Owner: The H Company IP, LLC Registered: 11/5/2007
Halston 18	Indonesia	D00.2006.012541	IDM000236742	Registered Owner: The H Company IP, LLC Registered: 4/21/2006
Halston 18	Indonesia	D00.2010.032770		Registered Owner: The H Company IP, LLC Filed: 9/3/2010
Halston 25	Ireland	84/87	122961	Registered Owner: Halston Parfums, Inc. Registered: 1/16/1987
Halston 14	Israel	38546	38546	Registered Owner: The H Company IP, LLC Registered: 9/30/1975
Halston 16	Israel	38547	38547	Registered Owner: The H Company IP, LLC Registered: 9/30/1975
Halston 18	Israel	38548	38548	Registered Owner: The H Company IP, LLC Registered: 9/30/1975
Halston 25	Israel	38549	38549	Registered Owner: The H Company IP, LLC Registered: 9/30/1975
Halston 26	Israel	38550	38550	Registered Owner: The H Company IP, LLC Registered: 9/30/1975
Halston 9	Israel	203829	203829	Registered Owner: The H Company IP, LLC Registered: 11/8/2009
Halston 14, 16, 18, 25, 26	Italy	357889C/73	1055217	Registered Owner: The H Company IP, LLC Registered: 12/20/1993
Halston 21	Japan	70923/87	2195032	Registered Owner: The H Company IP, LLC Registered: 12/25/1989
Halston 18, 25	Japan	2-146030/90	2556769	Registered Owner: The H Company IP, LLC Registered: 7/30/1993

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston (in Katakana) 25	Japan	198272/73	1326086	Registered Owner: The H Company IP, LLC Registered: 3/9/1978
Halston (in Katakana) 20, 21, 22, 24, 25	Japan	49532/78	1712633	Registered Owner: The H Company IP, LLC Registered: 9/24/1984
Halston 9	Japan	6-99063	3367686	Registered Owner: The H Company IP, LLC Registered: 12/19/1997
Halston 25	Japan	198269/73	1300523	Registered Owner: The H Company IP, LLC Registered: 9/19/1977
Halston 14	Japan	6-99064	4095512	Registered Owner: The H Company IP, LLC Registered: 12/19/1997
Halston 25	Kuwait	88497	81741	Registered Owner: The H Company IP, LLC Registered: 9/13/2007
Halston 18	Kuwait	88496	81740	Registered Owner: The H Company IP, LLC Registered: 9/13/2007
Halston 9	Kuwait	88494	81738	Registered Owner: The H Company IP, LLC Registered: 9/13/2007
Halston 14	Kuwait	88495	81739	Registered Owner: The H Company IP, LLC Registered: 9/13/2007
Halston 9, 14, 18, 25	Lebanon	115463	115463	Registered Owner: The H Company IP, LLC Registered: 3/17/2008
Halston 25	Malaysia	87001722	87001722	Registered Owner: Halston Parfums, Inc. Registered: 4/30/1987
Halston 5, 9, 10, 16, 18, 21, 25	Mexico	135635	229682	Registered Owner: The H Company IP, LLC Registered: 9/6/1979
Halston 14	Mexico	238466	303640	Registered Owner: The H Company IP, LLC Registered: 11/6/1984
Halston 18, 22, 24, 27	Mexico	237284	313546	Registered Owner: The H Company IP, LLC Registered: 10/25/1985
Halston 9	Mexico	237285	321111	Registered Owner: The H Company IP, LLC Registered: 12/17/1986
Halston 18	Mexico	1064007		Registered Owner: The H Company IP, LLC Registered: 1/29/2010

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 35	Mexico	927421		Registered Owner: The H Company IP, LLC Registered: 4/17/2008
Halston 14, 26	Mexico	240326	306465	Registered Owner: Halston LLC Registered: 4/2/1985
Halston 18, 25	Netherlands Antilles	11460	2217	Registered Owner: The H Company IP, LLC Registered: 6/10/1980
Halston 16	Netherlands Antilles	10460	2218	Registered Owner: The H Company IP, LLC Registered: 11/22/1977
Halston 16	Nicaragua	8313	8313CC	Registered Owner: Elizabeth Arden, Inc. Filed: 4/24/1978
Halston 25	Nigeria	TP1807		Registered Owner: Elizabeth Arden, Inc. Filed: 6/3/1987
Halston 3, 25	Norway	117189	95824	Registered Owner: Elizabeth Arden, Inc. Registered: 1/29/1976
Halston 18	Panama	100320	100320	Registered Owner: The H Company IP, LLC Registered: 4/27/1999
Halston 25	Panama	100318	100318	Registered Owner: The H Company IP, LLC Registered: 4/27/1999
Halston 25	Paraguay	1020	163813	Registered Owner: The H Company IP, LLC Registered: 5/11/1993
Halston 9, 14, 18, 25, 35	Russian Federation	2007729677	367893	Registered Owner: The H Company IP, LLC Registered: 12/18/2008
Halston 18, 25	Saudi Arabia	5410/1400	98/50	Registered Owner: The H Company IP, LLC Registered: 11/1/1982
Halston 18	Singapore	T7874979I	T7874979I	Registered Owner: The H Company IP, LLC Registered: 3/9/1978
Halston 25	Singapore	T7874980B	T7874980B	Registered Owner: The H Company IP, LLC Registered: 3/9/1978
Halston 18	South Korea	40-2007-50189	764018	Registered Owner: The H Company IP, LLC Registered: 10/7/2008
Halston 14, 18	South Korea	40-1985-19571	130448	Registered Owner: The H Company IP, LLC Registered: 9/12/1986

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 14, 25	South Korea	40-1973-7646	37440	Registered Owner: The H Company IP, LLC Registered: 6/8/1974
Halston 9	South Korea	40-2007-50190	764019	Registered Owner: The H Company IP, LLC Registered: 10/7/2008
Halston 26	Spain	736567	736567	Registered Owner: The H Company IP, LLC Registered: 11/4/1976
Halston 25	Spain	736566	736566	Registered Owner: The H Company IP, LLC Registered: 11/4/1976
Halston 25	Sweden	5992/73	150514	Registered Owner: The H Company IP, LLC Registered: 2/28/1975
Halston 14, 16, 18, 25, 26	Switzerland	19967212	432925	Registered Owner: The H Company IP, LLC Registered: 11/11/1996
Halston 18	Taiwan	83074795	720421	Registered Owner: The H Company IP, LLC Registered: 7/1/1996
Halston 25	Taiwan	86055707	827101	Registered Owner: The H Company IP, LLC Registered: 11/16/1998
Halston 25	Taiwan	85038313	798914	Registered Owner: The H Company IP, LLC Registered: 3/16/1998
Halston 25	Thailand	164418	142676	Registered Owner: The H Company IP, LLC Registered: 4/7/1987
Halston 18	Thailand	331835	97125	Registered Owner: The H Company IP, LLC Registered: 4/7/1987
Halston 25	Thailand	302188	55547	Registered Owner: The H Company IP, LLC Registered: 2/6/1986
Halston 9, 14, 18, 25	Turkey	200752011	200752011	Registered Owner: The H Company IP, LLC Registered: 8/29/2008
Halston 16	Turkey	61171	104040	Registered Owner: The H Company IP, LLC Registered: 2/24/1978
Halston 18	United Arab Emirates	115791		Registered Owner: The H Company IP, LLC Filed: 1/7/2008
Halston 25	United Arab Emirates	115792		Registered Owner: The H Company IP, LLC Filed: 1/7/2008

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 16	United Kingdom	1021966	1021966	Registered Owner: The H Company IP, LLC Registered: 12/10/1973
Halston 26	United Kingdom	1052288	1052288	Registered Owner: The H Company IP, LLC Registered: 9/18/1975
Halston 18	United Kingdom	1021967	1021967	Registered Owner: The H Company IP, LLC Registered: 10/22/1975
Halston 14, 16, 18, 25, 26	United Kingdom	1021969	1021969	Registered Owner: The H Company IP, LLC Registered: 12/10/1973
Halston 25	United Kingdom	1021968	1021968	Registered Owner: The H Company IP, LLC Registered: 1/8/1976
Halston 14	United Kingdom	1021965	1021965	Registered Owner: The H Company IP, LLC Registered: 5/20/1975
Design of H Logo 14	United States	77740480		Registered Owner: The H Company IP, LLC Filed: 5/19/2009
Design of H Logo 9	United States	77740449		Registered Owner: The H Company IP, LLC Filed: 5/19/2009
Design of H Logo 25	United States	77740505		Registered Owner: The H Company IP, LLC Filed: 5/19/2009
Design of H Logo 18	United States	77740491		Registered Owner: The H Company IP, LLC Filed: 5/19/2009
H by Halston 25	United States	77912648	3948842	Registered Owner: The H Company IP, LLC Registered: 4/19/2011
Halston 25	United States	75183990	2226564	Registered Owner: The H Company IP, LLC Registered: 2/23/1999
Halston 18	United States	73007358	1012939	Registered Owner: The H Company IP, LLC Registered: 6/10/1975
Halston 18	United States	75421757	2588723	Registered Owner: The H Company IP, LLC Registered: 7/2/2002
Halston Intimates 25	United States	75284378	2465921	Registered Owner: The H Company IP, LLC Registered: 7/3/2001
Halston 25	United States	75464477	2492960	Registered Owner: The H Company IP, LLC Registered: 9/25/2001

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 9	United States	73132576	1103001	Registered Owner: The H Company IP, LLC Registered: 9/26/1978
Halston 18	United States	75200129	2393797	Registered Owner: The H Company IP, LLC Registered: 10/10/2000
Halston 14	United States	75118641	2166353	Registered Owner: The H Company IP, LLC Registered: 6/16/1998
Handbag Amulet Design 18	United States	77377694		Registered Owner: The H Company IP, LLC Filed: 1/22/2008
Halston 35	United States	77283113	3621452	Registered Owner: The H Company IP, LLC Registered: 5/19/2009
Halston 25, 42	United States	73011260	1002073	Registered Owner: The H Company IP, LLC Registered: 1/21/1975
Interlocking H's Design 3	United States	77350186		Registered Owner: The H Company IP, LLC Filed: 12/12/2007
Halston 25	United States	73007353	999713	Registered Owner: The H Company IP, LLC Filed: 12/17/1974
Halston 4	United States	77505078		Registered Owner: The H Company IP, LLC Registered: 6/23/2008
Interlocking H's Design 9	United States	77350189		Registered Owner: The H Company IP, LLC Filed: 12/12/2007
Interlocking H's Design 18	United States	77350184		Registered Owner: The H Company IP, LLC Filed: 12/12/2007
Interlocking H's Design 14	United States	77350196		Registered Owner: The H Company IP, LLC Filed: 12/12/2007
Interlocking H's Design 24	United States	77350206		Registered Owner: The H Company IP, LLC Filed: 12/12/2007
Interlocking H's Design 25	United States	77350221		Registered Owner: The H Company IP, LLC Registered: 12/12/2007
Design of H Logo 25	United States	77982100		Registered Owner: The H Company IP, LLC Filed: 5/19/2009
Design of H Logo 18	United States	77982165		Registered Owner: The H Company IP, LLC Registered: 5/19/2009

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Diamond Dust 9	United States	85217199		Registered Owner: The H Company IP, LLC Registered: 1/13/2011
Diamond Dust 18	United States	85217222		Registered Owner: The H Company IP, LLC Filed: 1/13/2011
Diamond Dust 25	United States	85217252		Registered Owner: The H Company IP, LLC Registered: 1/13/2011
Diamond Dust 4	United States	85217188		Registered Owner: The H Company IP, LLC Registered: 1/13/2011
Halston 25	United States	85235878		Registered Owner: The H Company IP, LLC Registered: 2/7/2011
H by Halston 18	United States	85273346		Registered Owner: The H Company IP, LLC Registered: 3/22/2011
Halston 25	United States	73165240	1138450	Registered Owner: The H Company IP, LLC Registered: 8/5/1980 Registered and Renewed: 02/1/2001
Halston 14	United States	74004802	1621118	Registered Owner: The H Company IP, LLC Registered: 11/6/1990 Registered and Renewed: 3/22/2001
Halston (Zipper Pull Design) 26	United States	75177697	2293060	Registered Owner: The H Company IP, LLC Registered: 11/16/1999
Halston Intimates 25	United States	75979972	2424143	Registered Owner: The H Company IP, LLC Registered: 1/23/2001
Halston Signature 25	United States	75284379	2527738	Registered Owner: The H Company IP, LLC Registered: 1/8/2002
Halston and Design 26	United States	75177291	2530046	Registered Owner: The H Company IP, LLC Registered: 1/15/2002
Halston Red 9	United States	76121123	2698338	Registered Owner: The H Company IP, LLC Registered: 3/18/2003
Halston 25	United States	75464599	2732371	Registered Owner: The H Company IP, LLC Registered: 7/1/2003
Halston 39	Venezuela	11428/73	85577	Registered Owner: The H Company IP, LLC Registered: 12/6/1975
Halston 37	Venezuela	78776	78776	Registered Owner: The H Company IP, LLC Registered: 4/9/1975

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 40	Venezuela	78777	78777	Registered Owner: The H Company IP, LLC Registered: 4/9/1975
Halston 28	Venezuela	78775	78775	Registered Owner: The H Company IP, LLC Registered: 4/9/1975
Halston 7	Venezuela	78778	78778	Registered Owner: The H Company IP, LLC Registered: 4/9/1975
Frowick 3, 18, 25	WIPO	944748	944748	Registered Owner: The H Company IP, LLC Registered: 9/28/2007
Halston 35	WIPO	940507	940507	Registered Owner: The H Company IP, LLC Registered: 9/28/2007

Schedule (e)(iv)

NOTICE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

NOTICE dated as of the ___ day of [____], 20[___], by House of Halston, LLC (formerly known as Hilco Halston, LLC), a Delaware limited liability company ("**HOH**"), Halston Operating Company, LLC, a Delaware limited liability company ("**New Opco**"), and The H Company IP, LLC, a Delaware limited liability company ("**H Company IP**", and, collectively with HOH and New OpCo, the "**Debtor**"), having an address at _____, New York _____ to and in favor of THE H LENDING COMPANY, LP, having offices at C/O Hilco Brands, LLC, 5 Revere Drive, Suite 206, Northbrook, Illinois 60062, as the Security Agent for the Lenders under that certain Subordinated Loan and Security Agreement dated August 4, 2011 ("**Secured Party**") and under that certain Subordinated Secured Promissory Note dated as of August 4, 2011 issued by Debtor to the Lenders (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 Lenders have agreed to extend certain credit to Debtor under the Notes 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 August 4, 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 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:

HOUSE OF HALSTON, LLC

By: _____
Name:
Title:

By: _____
Name: _____
Title: _____

HALSTON OPERATING COMPANY, LLC

By: _____
Name: _____
Title: _____

THE H COMPANY IP, LLC

By: _____
Name: _____
Title: _____