

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
Harry Winston, Inc.		08/30/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Standard Chartered Bank, as Administrative Agent
Street Address:	1 Basinghall Avenue
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2V 5DD
Entity Type:	Bank: UNITED KINGDOM

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	77843166	@ FIRST SITE
Serial Number:	74111258	718
Serial Number:	74111257	718 SEVEN EIGHTEEN COLLECTION
Serial Number:	85481660	BELLE BY HARRY WINSTON
Serial Number:	74376868	CASTELANI
Serial Number:	85532207	HARRY WINSTON
Serial Number:	77146022	HARRY WINSTON
Serial Number:	77359459	HARRY WINSTON
Serial Number:	85529468	HARRY WINSTON BRILLIANT FUTURES
Serial Number:	77359439	HARRY WINSTON DIAMOND
Serial Number:	85221245	HARRY WINSTON HOPE FOUNDATION
Serial Number:	85269838	HARRY WINSTON LIVE THE MOMENT
Serial Number:	85218174	HARRY WINSTON LIVE THE MOMENT
Serial Number:	85375947	HARRY WINSTON MIDNIGHT COLLECTION

CH \$1015.00 77843166

Serial Number:	85532239	HARRY WINSTON REINVENTING TIME
Serial Number:	85259926	HARRY WINSTON ROSEBUD
Serial Number:	77944959	HARRY WINSTON
Serial Number:	77944925	HARRY WINSTON
Serial Number:	77166606	HW
Serial Number:	74546842	HW
Serial Number:	75295923	JEWELER TO THE STARS
Serial Number:	77618690	LINEAR TIME
Serial Number:	85143292	LIVE THE MOMENT
Serial Number:	76437913	MANHATTAN AVENUE
Serial Number:	74299418	NORTHERN LIGHTS BY DIAMONDS FROM RUSSIA
Serial Number:	77209686	OCEAN COLLECTION
Serial Number:	85099018	OCEAN DUAL TIME
Serial Number:	85259952	OCEAN SPORT
Serial Number:	85134235	OPUS
Serial Number:	74120002	PETIT SALON
Serial Number:	73568165	RARE JEWELS OF THE WORLD
Serial Number:	77612176	TALK TO ME, HARRY WINSTON
Serial Number:	77978862	TALK TO ME, HARRY WINSTON
Serial Number:	74322045	THE NURSERY RHYME COLLECTION
Serial Number:	77618725	TIME LINEAR
Serial Number:	74612932	WINALLOY
Serial Number:	72274801	WINSTON
Serial Number:	76286718	ZALIUM
Serial Number:	85563216	HARRY WINSTON HOPE COLLECTION
Serial Number:	74111256	SEVEN EIGHTEEN COLLECTION

CORRESPONDENCE DATA

Fax Number: 3126095005
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (312) 609-7838
Email: podonoghue@vedderprice.com
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

39266.00.0015

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Patricia O'Donoghue

Signature:

/Patricia O'Donoghue/

Date:

08/31/2012

Total Attachments: 27

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or otherwise supplemented from time to time, this "*Agreement*") is dated as of August 30, 2012, by and between HARRY WINSTON, INC., a New York corporation (the "*Borrower*"), and STANDARD CHARTERED BANK ("*SCB*"), acting as administrative agent hereunder for the Secured Creditors hereinafter identified and defined (SCB acting as such administrative agent and any successor or successors to SCB acting in such capacity being hereinafter referred to as the "*Agent*").

PRELIMINARY STATEMENTS

A. The Borrower and SCB, as Agent, have entered into a Senior Secured Revolving Credit Agreement dated as of the date hereof (such Senior Secured Revolving Credit Agreement, as amended, restated, modified or otherwise supplemented from time to time, the "*Credit Agreement*"), pursuant to which SCB and the other banks and financial institutions from time to time party to the Credit Agreement (SCB, in its individual capacity, and such other banks and financial institutions being hereinafter referred to collectively as the "*Lenders*" and individually as a "*Lender*") and the LOC Issuing Bank have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower (the Agent, the Lenders the LOC Issuing Bank, together with any Affiliates of the Lenders party to any Hedging Agreements and/or Funds Transfer and Deposit Account Agreements, being hereinafter referred to collectively as the "*Secured Creditors*" and individually as a "*Secured Creditor*").

B. In addition, the Borrower may from time to time be liable to (i) the Lenders and/or their Affiliates with respect to Hedging Liability and/or Funds Transfer and Deposit Account Liability or (ii) the LOC Issuing Bank with respect to LOC Liability.

C. As a condition to extending credit to the Borrower under the Credit Agreement or entering into any agreement with respect to Hedging Liability, Funds Transfer and Deposit Account Liability or LOC Liability, the Secured Creditors have required, among other things, that the Borrower grant to the Agent for the benefit of the Secured Creditors a lien on and security interest in the personal property of the Borrower described herein subject to the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. (a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(b) The words "*hereof*," "*herein*" and "*hereunder*" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

Section 2. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

Section 3. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

Section 4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations defined below, the Borrower hereby grants to the Agent, for the ratable benefit of the Secured Creditors, a security interest, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of the Borrower's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith, and (v) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this Section 4(a), are sometimes hereinafter referred to individually and/or collectively as the "**Trademarks**"); and

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

The Borrower hereby authorizes the Agent to file this Agreement, or a duplicate thereof, with the United States Patent and Trademark Office or with any other authority the Agent deems

appropriate, and the Borrower agrees to cooperate with the Agent as the Agent may request in order to effectuate such filing or filings.

Section 5. Secured Obligations. This Agreement is made and given to secure, and shall secure, the prompt payment and performance when due of (a) any and all indebtedness, obligations, and liabilities of the Borrower to the Secured Creditors, and to any of them individually, under or in connection with or evidenced by the Credit Agreement or any other Loan Documents, including, without limitation, all obligations evidenced by the Notes of the Borrower heretofore or hereafter issued under the Credit Agreement, all obligations of the Borrower with respect to any Hedging Liability, all obligations of the Borrower with respect to any Funds Transfer and Deposit Account Liability, all obligations of the Borrower with respect to any LOC Liability, and all obligations of the Borrower arising under any guaranty issued by it relating to the foregoing or any part thereof, in each case whether now existing or hereafter arising (and whether arising before or after the filing of a petition in bankruptcy and including all interest accrued after the petition date), due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired and (b) any and all expenses and charges, legal or otherwise, suffered or incurred by the Secured Creditors, and any of them individually, in collecting or enforcing any of such indebtedness, obligations, and liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby (all of the indebtedness, obligations, liabilities, expenses, and charges described above being hereinafter referred to collectively as the “*Secured Obligations*”).

Section 6. Restrictions on Future Agreements. The Borrower agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would reasonably be expected to have a Material Adverse Effect on the validity or enforcement of the rights collaterally assigned to the Agent under this Agreement or the rights associated with any material Trademarks or Licenses, and in particular, the Borrower will not permit to lapse or become abandoned any Trademark or License if such lapse or abandonment would reasonably be expected to have a Material Adverse Effect.

Section 7. New Trademarks and Licenses. The Borrower represents and warrants that, as of the Closing Date, to the best of its knowledge, including reasonable inquiry with the U.S. Patent and Trademark Office, (a) the Trademarks listed on Schedule A include all of the registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by the Borrower, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which the Borrower is the licensee or licensor and which are material individually or in the aggregate to the operation of the business of the Borrower and (c) other than the rights of any party to the Licenses with respect to the Trademarks, no liens, claims or security interests in such Trademarks and Licenses have been granted by the Borrower to any Person other than the Agent. If, prior to the termination of this Agreement, the Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or

service mark license renewals, whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of Section 4 above shall automatically apply thereto (but only, in the case of trademark licenses and service mark licenses where the Borrower is the licensee, to the extent such licenses are assignable without violation thereof, it being understood and agreed that the Borrower shall use commercially reasonable efforts to ensure that such licenses are assignable for security purposes). The Borrower shall give to the Agent written notice, to the best of its knowledge after reasonable inquiry, of events described in clauses (i), (ii) and (iii) of the preceding sentence not less frequently than on an annual basis. The Borrower (x) shall provide the Agent with any and all applicable amendments to (A) Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications owned or held by the Borrower and authorizes the Agent to prepare this Agreement for filing with the Patent and Trademark Office and (B) Schedule B to include any trademark license agreements and service mark license agreements (1) to which the Borrower becomes a party, and (2) which are Trademarks or Licenses under Section 4 above or under this Section 7, and (y) hereby authorizes the Agent to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

Section 8. Royalties. The Borrower hereby agrees that when an Event of Default has occurred and is continuing the use by the Agent of the Trademarks and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under Section 16 hereof or pursuant to Section 10 of the Security Agreement shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the other Secured Creditors to the Borrower.

Section 9. Further Assignments and Security Interests. From and after the occurrence of an Event of Default, the Borrower agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish such reasonable additional quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of Inventory marketed by the Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used (the "***Relevant Inventory***"). The Borrower agrees (i) except as permitted under Section 6.14 of the Credit Agreement, not to sell or assign its respective interests in (other than the grant of licenses in the ordinary course of the Borrower's business) the Trademarks or the Licenses without the prior and express written consent of the Agent and (ii) to maintain the quality of such Relevant Inventory as of the date hereof.

Section 10. Nature, Continuation, and Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Secured Obligations, both principal and interest, have been fully paid and satisfied and the commitments of the Lenders to extend credit to or for the account of the Borrower under Credit Agreement have expired or otherwise terminated. In the event of a permitted disposition of any Trademarks or Licenses under any Loan Document, the continuing security interest in

such Trademarks or Licenses created by this Agreement shall be terminated. Upon such termination and at the written request of the Borrower or its successors or assigns, and at the cost and expense of the Borrower or its successors or assigns, the Agent shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Security Agreement.

Section 11. Duties of the Borrower. The Borrower shall have the duty, to the extent determined by the Borrower to be desirable in the normal conduct of the Borrower's business, to: (a) prosecute diligently any material trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make application for the registration of trademarks or service marks used or adopted by the Borrower, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect on the validity or enforceability of the collateral rights assigned hereunder without the prior written consent of the Agent. The Borrower further agrees (x) not to abandon any Trademark or License if such abandonment could reasonably be expected to have a Material Adverse Effect without the prior written consent of the Agent, and (y) to use its reasonable best efforts to obtain and maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of the Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by the Borrower. None of the Agent or the other Secured Creditors shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, none of the Agent or the other Secured Creditors shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Agent may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Borrower and shall be added to the Secured Obligations secured hereby.

Section 12. The Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit, the Borrower shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 12 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

Section 13. Waivers. None of the undertakings, agreements, warranties, obligations, covenants or representations of the Borrower contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless, and then only to the extent, specifically consented to by the Agent in writing. A waiver by the Agent of any right or remedy under this Agreement on any one occasion shall not be construed as a waiver of any right or remedy which the Agent would otherwise have on any future occasion. No failure to exercise or delay in exercising any right, power or privilege under this Agreement on the part of the Agent shall operate as a waiver thereof nor shall any course of dealing between the Borrower and the Agent have such effect; and no single or partial exercise of any right, power or privilege under this

Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 14. Severability. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable in any jurisdiction by reason of the operation of any law held to be applicable hereto or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

Section 15. Modification. This Agreement cannot terminated, altered, amended or modified in any way, except as specifically provided in Section 7 hereof or by a writing signed by each of the parties hereto.

Section 16. Cumulative Remedies; Power of Attorney. The Borrower hereby irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as the Borrower's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in the Borrower's or the Agent's name, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, from and after the occurrence and during the continuance of an Event of Default and the giving by the Agent of notice to the Borrower of the Agent's intention to enforce its rights and claims against the Borrower, to (a) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use, prosecution or protection of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms (but subject to the terms thereof), (c) grant or issue any exclusive or nonexclusive license under the Trademarks or under the Licenses, to anyone on commercially reasonable terms (but only, in the case of Licenses, to the extent permitted under such Licenses), and (d) take any other actions with respect to the Trademarks or, to the extent permitted, the Licenses as the Agent deems in its own best interest or in the best interest of the Secured Creditors. The Borrower hereby ratifies all that such attorney shall lawfully do or, to the extent permitted, cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations, both principal and interest, shall have been fully paid and satisfied and the commitments of the Lenders to extend credit to or for the account of the Borrower under the Credit Agreement shall have expired or otherwise terminated. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or the other Secured Creditors under the Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any relevant jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, the

Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion exercised in a commercially reasonable manner, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. The Borrower agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonable and properly given if given at least ten (10) days before such disposition; *provided, however*, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

Section 17. Application of Proceeds. The proceeds and avails of the Collateral at any time received by the Agent upon the occurrence and during the continuation of any Event of Default shall, when received by the Agent in cash or its equivalent, be applied by the Agent in reduction of, or held as collateral security for, the Secured Obligations in accordance with the terms of the Credit Agreement. The Borrower shall remain liable to the Secured Creditors for any deficiency. Any surplus remaining after the full payment and satisfaction of the Secured Obligations shall be returned to the Parent, as agent for Borrower, or to whomsoever the Agent reasonably determines is lawfully entitled thereto.

Section 18. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Secured Obligations, both for principal and interest, have been fully paid and satisfied and the commitments of the Lenders to extend credit to or for the account of the Borrower under the Credit Agreement shall have expired or otherwise terminated. Upon such termination of this Agreement, the Agent shall, upon the request and at the expense of the Borrower, forthwith release all its liens and security interests hereunder. In the event of a disposition of any Collateral as permitted hereunder or under the Credit Agreement, the Agent shall upon request and at the expense of the Borrower, forthwith release any liens and security interests covering such Collateral that has been subject to such disposition.

Section 19. The Agent. In acting under or by virtue of this Agreement, the Agent shall be entitled to all the rights, authority, privileges, and immunities provided in the Credit Agreement, all of which provisions of said Credit Agreement (including, without limitation, Section 9 thereof) are incorporated by reference herein with the same force and effect as if set forth herein in their entirety. The Agent hereby disclaims any representation or warranty to the Secured Creditors or any other holders of the Secured Obligations concerning the perfection of the liens and security interests granted hereunder or in the value of any of the Collateral.

Section 20. Miscellaneous.

(a) This Agreement shall create a continuing lien on and security interest in the Collateral and shall be binding upon the Borrower and its successors and assigns and shall inure,

together with the rights and remedies of the Agent and the Secured Creditors hereunder, to the ratable benefit of the Agent and the Secured Creditors, and each of all of their nominees, successors and assigns. The Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Borrower; provided, however, that the Borrower may not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent. Without limiting the generality of the foregoing, and subject to the provisions of the Credit Agreement, any Lender may assign or otherwise transfer any indebtedness held by it and which is secured by this Agreement, to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof, which are granted to such Lender herein or otherwise.

(b) Except as otherwise specifically provided herein, all notices or other communications required or permitted to be given hereunder shall be given, and shall become effective, as provided for in Section 10.8 of the Credit Agreement, and shall be addressed to the relevant party at its address or telecopier number set forth below (or, if no such address is set forth below, at the address of the Borrower as shown on the records of the Agent):

to the Borrower at:

c/o Harry Winston, Inc.
1330 Avenue of the Americas
New York, New York 10019
Attention: Chief Financial Officer
Telephone: (212) 315-7940
Telecopy: (212) 581-2612

to the Agent at:

Standard Chartered Bank
1 Basinghall Avenue
London EC2V 5DD
Attention: Matthew Breadon
Telephone: +44 (0) 207 885 8632
Telecopy: +44 (0) 207 885 3632

(c) No Secured Creditor shall have the right to institute any suit, action or proceeding in equity or at law for the foreclosure or other realization upon any Collateral subject to this Agreement or for the execution of any trust or power hereof or for the appointment of a receiver, or for the enforcement of any other remedy under or upon this Agreement; it being understood and intended that no one or more of the Secured Creditors shall have any right in any manner whatsoever to affect, disturb or prejudice the lien and security interest of this Agreement by its or their action or to enforce any right hereunder, and that all proceedings at law or in equity shall be instituted, had, and maintained by the Agent in the manner herein provided for the benefit of the Secured Creditors.

(d) None of the undertakings, agreements, warranties, obligations, covenants or representations of the Borrower contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless, and then only to the extent, specifically consented to by the Agent in writing. A waiver by the Agent of any right or remedy under this Agreement on any one occasion shall not be construed as a waiver of any right or remedy which the Agent would otherwise have on any future occasion. No failure to exercise or delay in exercising any right, power or privilege under this Agreement or any other agreement between the Agent and the Borrower or provided by law, on the part of the Agent, shall operate as a waiver thereof nor shall any course of dealing between the Agent and the Borrower have such effect; and no single

or partial exercise of any right, power or privilege under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(e) In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable in any jurisdiction by reason of the operation of any law held to be applicable hereto or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

(f) The lien and security interest herein created and provided for stand as direct and primary security for the Secured Obligations of the Borrower arising under or otherwise relating to the Credit Agreement as well as for the other Secured Obligations secured hereby. No application of any sums received by the Secured Creditors in respect of the Collateral or any disposition thereof to the reduction of the Secured Obligations or any part thereof shall in any manner entitle the Borrower to any right, title or interest in or to the Secured Obligations or any collateral security therefor, whether by subrogation or otherwise, unless and until all Secured Obligations have been fully paid and satisfied and all commitments to extend credit to or for the account of the Borrower under the Credit Agreement have expired or otherwise terminated. The Borrower acknowledges and agrees that the lien and security interest hereby created and provided for are absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of any Secured Creditor or any other holder of any of the Secured Obligations, and without limiting the generality of the foregoing, the lien and security interest hereof shall not be impaired by any acceptance by any Secured Creditor or any other holder of any of the Secured Obligations of any other security for or guarantors upon any Secured Obligations or by any failure, neglect or omission on the part of any Secured Creditor or any other holder of any of the Secured Obligations to realize upon or protect any of the Secured Obligations or any collateral security therefor. The lien and security interest hereof shall not in any manner be impaired or affected by (and the Secured Creditors, without notice to anyone, are hereby authorized to make from time to time) any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the Secured Obligations or of any collateral security therefor, or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing except for payment in respect of the Secured Obligations. The Secured Creditors may at their discretion at any time grant credit to the Borrower in such amounts and on such terms as the Secured Creditors may elect without in any manner impairing the lien and security interest hereby created and provided for. In order to realize hereon and to exercise the rights granted the Secured Creditors hereunder and under applicable law, there shall be no obligation on the part of any Secured Creditor or any other holder of any of the Secured Obligations at any time to first resort for payment to the Borrower or to any guaranty of the Secured Obligations or any portion thereof or to resort to any other collateral security, property, liens or any other rights or remedies whatsoever, and the Secured Creditors shall have the right to enforce this Agreement as against the Borrower or any of its Collateral irrespective of whether or not other proceedings or steps seeking resort to or realization upon or from any of the foregoing are pending.

(g) In the event the Secured Creditors shall at any time in their discretion permit a substitution of Borrower hereunder or a party shall wish to become the Borrower hereunder, such substituted or additional Borrower shall, upon executing an agreement in a form reasonably satisfactory to the Agent, become a party hereto and be bound by all the terms and conditions hereof to the same extent as though such Borrower had originally executed this Agreement and, in the case of a substitution, in lieu of the Borrower being replaced. Any such agreement shall contain information as to such Borrower necessary to update Schedules A and B with respect to it. No such substitution shall be effective absent the written consent of Agent nor shall it in any manner affect the obligations of the other Borrower hereunder.

(h) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Borrower acknowledges that this Agreement is and shall be effective upon its execution and delivery by the Borrower to the Agent, and it shall not be necessary for the Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

(i) This Agreement shall be deemed to have been made in the State of New York and shall be governed by, and construed in accordance with, the internal laws of the State of New York. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

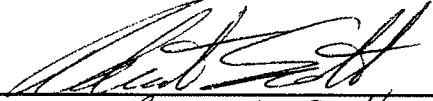
(j) The Borrower hereby submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State court sitting in New York County, Borough of Manhattan for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby or thereby. The Borrower irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

Section 21. THE BORROWER AND, BY ACCEPTING THE BENEFITS OF THIS AGREEMENT, EACH SECURED CREDITOR, HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE BORROWER AND ANY SECURED CREDITOR, ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith. THE BORROWER AND EACH SECURED CREDITOR MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF SUCH PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

HARRY WINSTON, INC.

By: 
Name: Robert Scott
Title: Chief Financial Officer

**STANDARD CHARTERED BANK, as
Agent**

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement


**TRADEMARK
REEL: 004853 FRAME: 0888**

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

HARRY WINSTON, INC.

By: _____
Name: _____
Title: _____

STANDARD CHARTERED BANK, as
Agent

By:  _____
Name: _____ D. A. Osborne
Title: _____ Head, Loans & Agency UK/Europe
Standard Chartered Bank

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004853 FRAME: 0889

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Dated as of August __, 2012

Harry Winston, Inc.

TRADEMARK	OWNER	COUNTRY	CLASS	APPLICATION NO.	APP. DATE	REGISTRATION NO.	REG. DATE	EXPIRATION DATE
@ First Site	HWI	United States	14	77843166	10/7/2009	77843166	6/1/2010	6/1/2020
718	HWI	United States	14	74111258	11/1/1990	1701673	7/21/1992	7/21/2012
718 Seven Eighteen Collection (logo)	HWI	United States	14	74111257	11/1/1990	1711558	9/1/1992	9/1/2012
A Diamond is for Always	HWI	Japan	14	H03-003127	1/18/1991	2622483	2/28/1994	2/28/2014
Belle by Harry Winston	HWI	China	14	10287031	11/28/2011			Pending
	HWI	CTM	14	010546596	11/28/2011			Pending
	HWI	Hong Kong	14	302106486	11/28/2011			Pending
	HWI	Japan	14	087918/2011	11/28/2011			Pending
	HWI	Philippines	14	4-2011-501924	11/28/2011			Pending
	HWI	Russia	14	2011740303	11/28/2011			Pending
	HWI	Singapore	14	T1117369J	11/28/2011			Pending
	HWI	Taiwan	14		11/28/2011			Pending
	HWI	Ukraine	14	m 2011 19705	11/28/2011			Pending
	HWI	UAE	14	166246	11/28/2011			Pending
	HWI	United States	14	85481660	11/28/2011			Pending
Castelani	HWI	United States	14	74376868	4/8/1993	1813229	12/21/1993	12/21/2013
Champagne Glass Logo	HWI	Mexico	14	215271	10/12/1994	489198	10/12/1994	10/12/2014
			3, 6, 8, 10, 14, 18, 21, 25, 26					
Chatillon	HWI	Japan	14	H03-031742	1/18/1991	2540441	5/31/1993	5/31/2013
Excenter	HWI	Philippines	14	42010500866	6/21/2010	42010500866	12/23/2010	12/23/2020
Fan Ring	HWI	Japan	14	2004-53288	6/9/2004	4826050	12/17/2004	12/17/2014

TRADEMARK

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Schedule A - 1

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TRADEMARK	OWNER	COUNTRY	CLASS	APPLICATION NO.	APP. DATE	REGISTRATION NO.	REG. DATE	EXPIRATION DATE
Hai Rui Wen Si Dun (Chinese characters) (traditional) (version 2)	HWI	Hong Kong	8/14/ 18/21	300970759	10/11/2007	300970759	10/11/2007	10/11/2017
	HWI	China	14	5925632	2/27/2007	5925632	12/7/2009	12/6/2019
海瑞溫斯頓	HWI	China	18	5925631	2/27/2007	5925631	9/18/2007	9/17/2017
	HWI	China	25	5925630	2/27/2007	5925630	2/21/2010	2/20/2020
	HWI	Taiwan	14	95063370	12/20/2006	1282039	10/1/2007	10/1/2017
	HWI	Taiwan	35	96055234	11/22/2007	1331385	10/1/2008	10/1/2018
	HWI	Taiwan	18	96048309	7/16/2008	1318587	7/16/2008	7/15/2018
	HWI							
Hai Rui Wen Si Dun (Simplified Chinese characters) (simplified) (version 3)	HWI	China	14	5579959	9/1/2006	5579959	9/7/2009	9/6/2019
	HWI	China	18	5579958	9/1/2006	5579958	10/7/2009	10/6/2019
海瑞文斯頓	HWI	China	25	5579957	9/1/2006	5579957	10/14/2009	10/13/2019
	HWI	Taiwan	35	96055239	11/22/2007	1331386	10/1/2008	10/1/2018
	HWI	Argentina	14	2408289	1/22/2003	1959057	11/11/2003	11/11/2013
	HWI	Benelux	14	42866	10/23/1979	362033	10/23/1979	10/23/2019
	HWI	Canada	99	1339995	3/8/2007	TMA774325	8/12/2010	8/12/2025
	HWI	Canada	99	1375881	12/13/2007	TMA783240	11/23/2010	11/23/2025
	HWI	*China	14	1016938	9/29/2009	1016938	9/29/2009	9/29/2019
	HWI	*China	35	1016937	9/29/2009	1016937	9/29/2009	9/29/2019
	HWI	China	14	6380734	11/15/2007			Pending
	HWI	China	16	6380733	11/15/2007			Pending
	HWI	CTM	14/16/35	5847405	4/20/2007	5847405	1/1/2008	4/20/2017

TRADEMARK	OWNER	COUNTRY	CLASS	APPLICATION NO.	APP. DATE	REGISTRATION NO.	REG. DATE	EXPIRATION DATE
		(international 32)						
	HWI	CTM	14/35/36		11/30/2007	6476634	9/17/2008	11/30/2017
	HWI	France	14	272146	3/15/1978	1044212	3/15/1978	3/15/2018
	HWI	France	14	1449892	2/15/1988	1449892	2/15/1988	2/15/2018
	HWI	Germany	14	W28613/14W	5/18/1978	982293	2/16/1979	5/27/2018
	HWI	Hong Kong	14	301464570	11/21/2007	301464570	11/3/2009	11/2/2019
	HWI	Hong Kong	16	300997417	11/21/2007	300997417	1/12/2009	11/21/2017
	HWI	India	14/35	1630040	12/11/2007			Pending
		Madrid Agreement/Protocol						
	HWI	Madrid Agreement/Protocol	14	A0017332	9/29/2009	1016938	9/29/2009	9/29/2019
		Madrid Agreement/Protocol						
	HWI	Madrid Agreement/Protocol	35	A0017333	9/29/2009	1016938	9/29/2009	9/29/2019
	HWI	Israel	14	46284	7/21/1978	46284	7/23/1980	7/21/2013
	HWI	Israel	14	206322	11/29/2007	206322	11/29/2007	11/29/2017
	HWI	Israel	35	206325	11/29/2007	206325	11/29/2007	11/29/2017
	HWI	Italy	14	34490C/78	8/11/1978	360283	7/3/1985	8/11/2018
	HWI	Philippines	14	42010500643	5/11/2010	42010500643	11/26/2010	11/26/2020
	HWI	Portugal	14	205154	1/8/1980	205154	9/1/1987	9/1/2017
	HWI	Russia	35	383292	4/27/2007	383292	7/13/2009	4/27/2017
	HWI	Spain	14	878,333	5/17/1978	878333	3/5/1979	5/17/2018
	HWI	*Singapore	14	1016938	9/29/2009	1016938	9/29/2009	9/29/2019
	HWI	Switzerland	35	52889/2007	3/14/2007	559400	6/14/2007	3/14/2017
	HWI	Taiwan	16	0.9.6055232	11/22/2007	1366181	6/16/2009	6/16/2019
	HWI	Ukraine	14	2009 13315	10/13/2009			Pending
	HWI	Ukraine	35	2009 13317	10/13/2009			Pending
		United Arab Emirates						
	HWI	United Arab Emirates	35	154114	3/13/2011			Pending

TRADEMARK	OWNER	COUNTRY	CLASS	APPLICATION NO.	APP. DATE	REGISTRATION NO.	REG. DATE	EXPIRATION DATE
	HWI	United States	3	85532207	2/2/2012			Pending
	HWI	United States	14	77146022	9/12/2007	3355622	12/18/2007	12/18/2017
	HWI	United States	14			TMK 10-00082	2/5/2010	2/5/2020
	HWI	United States	35	77359459	12/26/2007	3616973	5/5/2009	5/5/2019
	HWI	Venezuela	28	432778	7/11/1978	96797	1/19/1981	1/19/2016
Harry Winston (Arabic)	HWI	United Arab Emirates	14	154123	3/13/2011			Pending
هاري وينستون ХЭРРИ УИНСТОН (Harry Winston in Cyrillic) [heary]	HWI	United Arab Emirates	35	154124	3/13/2011			Pending
	HWI							Pending
	HWI	Russia	35	2009700322	1/14/2009			Pending
	HWI	Ukraine	14	2009 14450	11/2/2009	144748	9/26/2011	11/2/2019
	HWI	Ukraine	35	2009 14451	11/2/2009	144749	9/26/2011	11/2/2019
ГАРРИ УИНСТОН (Harry Winston in Cyrillic) [garry]	HWI	Russia	35	2009700323	1/14/2009			Pending
	HWI	Ukraine	14	2009 14463	11/2/2009	133619	1/10/2011	11/2/2019
	HWI	Ukraine	35	2009 14464	11/2/2009	133,620	1/10/2011	11/2/2019
Harry Winston Avenue C	HWI	Philippines	14	42010500867	6/21/2010	42010500867	12/23/2010	12/23/2020
Harry Winston Brilliant Futures	HWI	United States	41	85529468	1/31/2012			Pending
	HWI	Canada	99	1375883	12/13/2007	TMA783239	11/23/2010	11/23/2025
	HWI	CTM	14/35/ 36	6476691	11/30/2007	6476691	9/18/2008	11/30/2017
	HWI	India	14, 35	1630041	12/11/2007			Pending
	HWI	Israel	14	206324	11/29/2007	206324	11/29/2007	11/29/2017
	HWI	Israel	35	206325	11/29/2007	206325	11/29/2007	11/29/2017
	HWI	United States	14	77359439	12/26/2007			Pending
Harry Winston Hope	HWI	China	14					Pending

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TRADEMARK	OWNER	COUNTRY	CLASS	APPLICATION NO.	APP. DATE	REGISTRATION NO.	REG. DATE	EXPIRATION DATE
Collection	HWI	CTM	14					Pending
	HWI	Hong Kong	14					Pending
	HWI	Japan	14					Pending
	HWI	Philippines	14					Pending
	HWI	Russia	14					Pending
	HWI	Singapore	14					Pending
	HWI	Taiwan	14					Pending
	HWI	Ukraine	14					Pending
	HWI	UAE	14					Pending
	HWI	United States	14					Pending
Harry Winston Hope Foundation	HWI	United States	36	85221245	1/19/2011	4015565	8/23/2011	8/23/2021
Harry Winston Live The Moment (in CHT) (in CHS)	HWI	Canada	99	1535619	7/6/2011			Pending
	HWI	China	35	9644949	6/27/2011			Pending
	HWI	China	35	9644949	6/27/2011			Pending
	HWI	CTM	35	009852427	3/30/2011	9571829	5/13/2011	12/3/2020
(in French) Harry Winston Saisissez le Moment	HWI	France	35	113817520	3/24/2011	113817520	3/24/2011	3/24/2021
	HWI	Hong Kong	35	301875114	3/30/2011			Pending
(in Katakana)	HWI	Japan	35	022262/2011	3/30/2011			Pending
	HWI	Japan	35	022262/2011	3/30/2011			Pending
	HWI	Philippines	35	42011500536	4/4/2011			Pending
	HWI	Russia	35	2011709396	3/30/2011			Pending
	HWI	Singapore	35	T1104050Z	3/30/2011			Pending
	HWI	Switzerland	35	53866/2011	3/30/2011	616068	3/30/2011	3/30/2021
	HWI	Taiwan	35	100016042	3/31/2011			Pending
	HWI	UAE	35	154125	3/13/2011			Pending
	HWI	United States	35	85269838	3/17/2011			Pending

TRADEMARK	OWNER	COUNTRY	CLASS	APPLICATION NO.	APP. DATE	REGISTRATION NO.	REG. DATE	EXPIRATION DATE
Harry Winston Midnight Collection (in CHT) (in CHS) (in Katakana)	HWI	United States	35	85218174	3/17/2011			Pending
	HWI	Canada	99	1535617	7/6/2011			Pending
	HWI	China	14	9644948	6/27/2011			Pending
	HWI	China	14	9644948	3/13/2011			Pending
	HWI	CTM	14	9910969	4/20/2011			Pending
	HWI	Hong Kong	14	301895176	3/13/2011			Pending
	HWI	Japan	14	027870/2011	4/20/2011			Pending
	HWI	Japan	14	027870/2011	4/20/2011			Pending
	HWI	Philippines	14	42011500720	5/9/2011			Pending
	HWI	Russia	14	2011712205	4/20/2011			Pending
	HWI	Singapore	14	T1105186B	4/20/2011			Pending
	HWI	Switzerland	14	54958/2011	4/20/2011			Pending
	HWI	Taiwan	14	100019407	4/20/2011			Pending
	HWI	United States	14	85375947	3/13/2011			Pending
Harry Winston Rare Jewels of the World	HWI	UAE	14	154115	3/13/2011			Pending
	HWI	Taiwan	14	093026663	6/9/2004	1158396	6/16/2005	6/15/2015
	HWI	Taiwan	16	093026664	6/9/2004	1142457	3/1/2005	2/28/2015
	HWI	Taiwan	35	093026665	6/9/2004	1142901	3/1/2005	2/28/2015
Harry Winston Rare Timepieces	HWI	Philippines	14	42010500868	6/21/2010	42010500868	5/19/2011	5/19/2021
Harry Winston Reinventing Time (in CHT) (in CHS) (in Katakana)	HWI	Canada	99		1/20/2012			Pending
	HWI	China	14		5/29/2012			Pending
	HWI	China	14		5/29/2012			Pending
	HWI	CTM	14		1/20/2012			Pending
	HWI	Hong Kong	14		1/20/2012			Pending
	HWI	Japan	14	7157/2012	1/20/2012			Pending
	HWI	Japan	14		1/20/2012			Pending
	HWI	Japan	14		1/20/2012			Pending

TRADEMARK	OWNER	COUNTRY	CLASS	APPLICATION NO.	APP. DATE	REGISTRATION NO.	REG. DATE	EXPIRATION DATE
Harry Winston	HWI	Philippines	14		1/20/2012			Pending
	HWI	Russia	14	2012702861	2/21/2012			Pending
Переосмысление времени	HWI	Russia	14	2012704785	2/21/2012			Pending
	HWI	Singapore	14		1/20/2012			Pending
	HWI	Switzerland	14		1/20/2012			Pending
	HWI	Taiwan	14		1/20/2012			Pending
	HWI	United States	14	85532239	1/20/2012			Pending
	HWI	UAE	14		1/20/2012			Pending
	HWI	Canada	14	1521856	3/28/2011			Pending
	HWI	China	14	9644951	6/27/2011			Pending
Harry Winston Rosebud (in CHT) (in CHS) (in Katakana)	HWI	China	14	9644951	6/27/2011			Pending
		CTM (international 33)						
	HWI	Hong Kong	14	9822628	3/18/2011			Pending
	HWI	Japan	14	301864468	3/21/2011			Pending
	HWI	Japan	14	020017/2011	3/22/2011			Pending
	HWI	Philippines	14	32436/2011	5/12/2011			Pending
	HWI	Russia	14	42011500461	3/24/2011	42011500461	8/18/2011	8/18/2021
	HWI	Singapore	14	2011708080	3/21/2011			Pending
	HWI	Switzerland	14	T1103458E	3/21/2011			Pending
	HWI	Taiwan	14	53428/2011	3/22/2011	615874	3/22/2011	3/22/2021
	HWI	United States	14	100014131	3/23/2011			Pending
	Harry Winston "Signature"	HWI	United States	14	85259926	3/7/2011		
HWI		UAE	14	155020	3/29/2011			Pending
High Jewelry Virtual Vault (service mark) HW	HWI	United States	14	77944959	2/25/2010	3946801	4/19/2011	4/16/2021
	HWI	United States	35	77944925	2/25/2010	3872599	11/9/2010	11/9/2020
	HWI	United States			11/28/2011			Pending
	HWI	United States	3	77-166606	4/26/2007			Pending

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TRADEMARK	OWNER	COUNTRY	CLASS	APPLICATION NO.	APP. DATE	REGISTRATION NO.	REG. DATE	EXPIRATION DATE
HW (Lozenge)	HWI	Venezuela	14	4646/82	6/11/1982	122601-F	5/14/1986	5/14/2021
	HWI	Japan	14	2007-044121	5/2/2007	5167072	6/19/2008	6/19/2018
	HWI	Canada	99	1339988	3/8/2007	TMA808886	10/13/2011	10/13/2026
	HWI	Philippines	14	42010500645	5/11/2010	42010500645	12/3/2010	12/3/2020
HW HARRY WINSTON	HWI	United States	14	74546842	7/7/1994	1929448	10/24/1995	10/24/2015
	HWI	Japan	16	2008-41362	6/2/2008	5,332,902	6/25/2010	6/25/2020
	HWI	Canada	99	662881	7/25/1990	TMA404471	11/6/1992	11/6/2022
HW Harry Winston The Avenue Collection	HWI	Philippines	14	42010500869	6/21/2010	42010500869	4/14/2011	4/14/2021
	HWI	UAE	14	154117	3/13/2011			Pending
HW Harry Winston The Ocean Collection	HWI	Philippines	14	42010500872	6/21/2010			Pending
	HWI	UAE	14	154118	3/13/2011			Pending
	HWI	UAE	14	154119	3/13/2011			Pending
HW Harry Winston The Signature Collection	HWI	Philippines	14	42010500874	6/21/2010			Pending
	HWI	UAE	14	154120	3/13/2011			Pending
HW Harry Winston The Ultimate Perfume (design)	HWI	Indonesia	3	R00-2004-02405-02407	9/23/1994	IDM000015083	8/23/2004	9/23/2014
	HWI	Taiwan	14	093025846	6/4/2004	1151280	5/1/2005	4/30/2015
Jean Duvet Jeweler to the Stars	HWI	Japan	21	H3-31740	3/29/1991	2540439	5/31/1993	5/31/2013
	HWI	Japan	14	2004-48351	5/26/2004	4823886	12/10/2004	12/10/2014
Key Club Collection w/ Design	HWI	Japan	16	2004-53284	6/9/2004	4829623	1/7/2005	1/7/2015
	HWI	Taiwan	14	093026658	6/9/2004	1158395	6/16/2005	6/15/2015
	HWI	Taiwan	16	093026660	6/9/2004	1134180	1/1/2005	12/31/2014
	HWI	Taiwan	35	093026661	6/9/2004	1135231	1/1/2005	12/31/2014
Key Club Collection w/ Design	HWI	United States	35	75295923	5/21/1997	2200587	10/27/1998	10/27/2018
	HWI	Japan	14	H3-133105	12/24/1991	2700523	11/30/1994	11/30/2014
Key Club Collection w/ Design	HWI	Japan	14	H3-133109	12/24/1991	2700524	11/30/1994	11/30/2014

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REEL: 004853 FRAME: 0897

TRADEMARK	OWNER	COUNTRY	CLASS	APPLICATION NO.	APP. DATE	REGISTRATION NO.	REG. DATE	EXPIRATION DATE
King of Diamonds and in Chinese "Zuan Shi Zhi Wang"	HWI	China	14	7743338	10/26/2009			
	HWI	United States	14	77618690	11/20/2008	77618690		
	HWI	Switzerland	14	a0014658	12/10/2008	988717	12/10/2008	12/10/2018
Live the Moment	HWI	Madrid Protocol (App.31)	14		12/10/2008	988,717	12/10/2008	12/10/2018
	HWI	Canada	99	1506740	12/1/2010			
	HWI	CTM	35	009571829	12/3/2010	009571829	5/13/2011	12/3/2020
	HWI	Hong Kong	35	301778185	12/1/2010	301778185	12/1/2010	11/30/2020
	HWI	Japan	35	095767/2010	12/9/2010	5442790	10/7/2011	10/7/2021
	HWI	Japan	35	095768/2010	12/9/2010	5442791	10/7/2011	10/7/2021
	HWI	Philippines	35	4-2010-501791	12/3/2010	42010501791	5/12/2011	5/12/2021
	HWI	Russia	35	2010738920	12/2/2010			
	HWI	Singapore	35	T1015907D	12/2/2010			
	HWI	Switzerland	35	63093/2010	12/1/2010	615989	12/1/2010	12/1/2020
Manhattan Avenue	HWI	Taiwan	35	99060172	12/2/2010			
	HWI	United States	35	85143292	10/1/2010	4039672	10/11/2011	10/11/2021
Northern Lights by Diamonds from Russia	HWI	United States	14	76437913	8/5/2002	2884845	9/14/2004	9/14/2014
	HWI	United States	14	74299418	7/30/1992	1782594	7/20/1993	7/20/2013
Ocean Chrono	HWI	Philippines	14	42010500875	6/21/2010	42010500875	12/31/2010	12/31/2020
	HWI	United States	14	77209686	6/19/2007	3535975	11/25/2008	11/25/2018
Ocean Diver	HWI	Philippines	14	42010500877	6/21/2010	42010500877	12/3/2010	12/3/2020
	HWI	UAE	14	154121	3/13/2011			
Ocean Dual Time	HWI	International *35	14	1048509	8/11/2010	1048509	8/11/2010	8/10/2020
	HWI	United States	14	85099018	8/3/2010	4027877	9/20/2011	9/20/2021
Ocean Sport	HWI	Canada	14	1521855	3/28/2011			
	HWI	China	14	9644950	6/27/2011			

TRADEMARK
REEL: 004853 FRAME: 0898

TRADEMARK	OWNER	COUNTRY	CLASS	APPLICATION NO.	APP. DATE	REGISTRATION NO.	REG. DATE	EXPIRATION DATE	
	HWI	CTM (int'l 33)	14	009845768	3/28/2011				Pending
	HWI	Hong Kong	26	301871541	3/28/2011				Pending
	HWI	Japan	14	021610/2011	3/28/2011				Pending
	HWI	Philippines	14	4-2011-500494	3/29/2011	42011500494	3/29/2011	3/29/2021	
	HWI	Russia	14	2011709086	3/28/2011				Pending
	HWI	Singapore	14	T1103875J	3/28/2011				Pending
	HWI	Switzerland	14	53687/2011	3/28/2011				Pending
	HWI	Taiwan	14	100015120	3/28/2011				Pending
	HWI	UAE	14	155019	3/29/2011				Pending
	HWI	United States	14	85259952	3/7/2011				Pending
Opus	HWI	CTM	14	009343881	8/31/2010				Pending
	HWI	United States	14	85134235	9/21/2010				Pending
Petit Salon	HWI	United States	14	74120002	12/4/1990	1734669	11/24/1992	11/24/2012	
Rare Jewels of the World	HWI	Japan	14	200453290	6/9/2004	4879633	7/15/2005	7/15/2015	
	HWI	United States	42	73568165	11/12/1985	1400799	7/8/1986	7/7/2016	
Rondeley	HWI	Japan	14	2006-025743	3/23/2006	5000021	11/2/2006	11/2/2016	
Seven Eighteen Collection	HWI	Canada	14	838306	3/4/1997	TMA508995	3/9/1999	3/9/2014	
	HWI	United States	14	74111257	11/1/1990	1706592	8/11/1992	8/11/2012	
Symphony In Pink	HWI	Japan	14	200453289	6/9/2004	4826051	12/17/2004	12/17/2014	
		Madrid Protocol (App.31)							
Talk to Me, Harry Winston	HWI	(App.31)	3	991855	12/15/2008	991855	12/15/2008		
	HWI	Philippines	14	42010500865	6/21/2010				Pending
	HWI	UAE	14	154116	3/13/2011				Pending
			14						Pending on jewelry
	HWI	United States (jewelry)	14	77612176	11/11/2008				
	HWI	United States (watches)	14	77978862	11/11/2008	3769275	3/30/2010	3/30/2020	
	HWI	Madrid Protocol (App.31)	14	77978862	12/15/2008	991067	12/15/2008	12/15/2018	

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REEL: 004853 FRAME: 0899

TRADEMARK	OWNER	COUNTRY	CLASS	APPLICATION NO.	APP. DATE	REGISTRATION NO.	REG. DATE	EXPIRATION DATE
The Calyx	HWI	Japan	14	2006028415	8/22/2006	5001869	11/10/2006	11/10/2016
The Nursery Rhyme Collection	HWI	United States	14	74322045	10/13/1992	1776447	6/15/1993	6/15/2013
Time Linear	HWI	United States	14	77618725	11/20/2008			Pending
	HWI	Switzerland	14	a0014519	11/20/2008	987385	11/21/2008	11/21/2018
	HWI	Madrid Protocol (App.31)	14		11/21/2008			
Traffic by Harry Winston (in Katakana)	HWI	Japan	14	2010-006437	2/1/2010			Pending
(in English)	HWI	Japan	14	2010-006436	2/1/2010			Pending
Tryst	HWI	Japan	14	20453287	6/9/2004	4854173	4/8/2005	4/8/2015
	HWI	Taiwan	14	93025844	6/9/2004	1151279	5/1/2005	5/1/2015
Winalloy	HWI	United States	14	74612932	12/19/1994	2022465	12/10/1996	12/10/2016
Wine Glass On Its Side	HWI	Canada	14	838305	3/4/1997	TMA507086	1/26/1999	1/26/2014
Winston	HWI	Argentina	14	2408288	1/22/2003	1959025	11/11/2003	11/11/2013
	HWI	Canada	14	1339989	3/8/2007	TMA805682	8/31/2011	8/31/2026
	HWI	Canada	14	838304	3/4/1997	TMA503272	10/29/1998	10/29/2013
	HWI	Brazil	14	20220M-78	7/6/1978	6921221	4/25/1979	4/25/2019
	HWI	CTM	14	9539611	11/2/2010	12/24/2010		Pending
	HWI	Israel	14	45522	2/17/1978	45522	11/19/1980	2/17/2013
	HWI	Italy	14	RM2008C0044				
	HWI	Italy	14	85	2/10/1978	825408	7/22/2008	2/10/2018
	HWI	Liberia	14	12295012	2/12/1980	12295012	2/12/1980	2/12/2020
	HWI	Mexico	14	95110	9/3/1990	432009	9/3/1990	9/3/2010
	HWI	OAPI	14	70288	5/24/1980	20231	5/24/1980	5/24/2020
	HWI	Sierra Leone	14		2/29/1980	11286	2/29/1980	2/28/2022
	HWI	South Africa	14	1978/01097	3/6/1978	B781097	7/13/1979	3/6/2018
	HWI	South Korea	14	195920	7/10/1990	195920	7/10/1990	7/10/2020
	HWI	United States	14	72274801	6/26/1967	848629	5/7/1988	5/7/2018
	HWI	United States	14	TMK 10-00079		TMK 10-00079	2/11/2010	2/11/2020

TRADEMARK	OWNER	COUNTRY	CLASS	APPLICATION NO.	APP. DATE	REGISTRATION NO.	REG. DATE	EXPIRATION DATE
Zalium	HWI	Philippines	14	42010500879	6/21/2010	42010500879	12/3/2010	12/3/2020
	HWI	UAE	14	154122	3/13/2011			Pending
	HWI	United States	14	76286718	7/19/2001	2933525	3/15/2005	3/15/2015

APPENDIX 31	
CTM	
OWNER	HWI
TDMK	Linear Time Time Linear Talk To Me, Harry Winston
DATE	11/20/2008
REG #	
APP #	
INT'L	14
COUNTRIES	CTM: Austria Bulgaria Benelux China Cyprus Czech Republic Denmark Estonia Finland France Germany Greece Hungary Ireland Italy Japan Latvia Lithuania Malta Poland Portugal Romania Russia Spain Sweden Slovakia Slovenia United Kingdom
APPENDIX 32	
Madrid Protocol	
OWNER	HWI
TDMK	Harry Winston
DATE	4/20/2007

REG #	5847405	
APP #		
INT'L	14, 16, 35	
COUNTRIES	CTM: Austria Bulgaria Benelux Cyprus Czech Republic Denmark Estonia Finland France Germany Greece Hungary Ireland Italy Latvia Lithuania Malta Poland Portugal Romania Spain Sweden Slovakia Slovenia United Kingdom	
APPENDIX 33		
CTM		
OWNER	HWI	HWI
TDMK	Harry Winston Rosebud	Ocean Sport
DATE	3/18/2011	3/28/2011
REG #	9822628	
APP #		9845768
INT'L	14	14
COUNTRIES	CTM: Austria Bulgaria Benelux Cyprus Czech Republic Denmark Estonia Finland France Germany Greece Hungary Ireland Italy Latvia Lithuania Malta Poland Portugal Romania Spain Sweden Slovakia Slovenia United Kingdom	sames countries as listed to the left

INTERNATIONAL *35	
OWNER	
TDMK	HWI
DATE	Ocean Dual Time
REG #	8/11/2010
APP #	1048509
INT'L	1048509
COUNTRIES	14
	China CTM Japan Switzerland

SCHEDULE B TO TRADEMARK SECURITY AGREEMENT

Dated as of August 30, 2012

License Agreements

1. Trademark License Agreement entered into between Harry Winston, Inc. and Adora Retail Philippines, Inc., dated December 8, 2010.
2. Franchise Agreement entered into between Harry Winston, Inc. and Mercury Distribution S.A., dated August 8, 2011.
3. Trademark License Agreement entered into between Harry Winston, Inc. and Ahmed Seddiqi & Sons LLC, dated June 20, 2011.