

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The H Company IP, LLC		02/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
House of Halston, LLC		02/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
Halston Operating Company, LLC		02/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PATHLIGHT CAPITAL LLC		
Street Address:	One Post Office Square, Suite 3765		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4400905	HALSTON H HERITAGE	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6173417729		
Email:	kschmidt@morganlewis.com		
Correspondent Name:	Katarzyna Schmidt		
Address Line 1:	225 Franklin Street, 16th Floor		
Address Line 2:	c/o Morgan Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Katarzyna Schmidt		
SIGNATURE:	/Katarzyna Schmidt/		
DATE SIGNED:	03/12/2014		
Total Attachments: 33			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of February 24, 2014, by The H Company IP, LLC, a Delaware limited liability company (the "Borrower") and the other Persons identified on the signature pages hereto (such Persons, together with the Borrower, each a "Assignor" and, collectively, the "Assignors") and **PATHLIGHT CAPITAL LLC**, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for itself and the other financial institutions (the "Lenders") which are, or may in the future become, parties to that certain Term Loan and Security Agreement, dated as of February 24, 2014 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower and the other Assignors, the Lenders and the Agent.

WHEREAS, it is a condition precedent to the Lenders making the Term Loan under the Credit Agreement that each Assignor execute and deliver to the Agent, for the benefit of the Lender Group, a trademark agreement in substantially the form hereof;

WHEREAS, pursuant to the Credit Agreement, each Assignor has granted to the Agent, for the benefit of the Lenders, a security interest in all of such Assignors' personal property and fixture assets, including without limitation the Trademarks, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Agreement is supplemental to the provisions contained in the Credit Agreement.

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

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Agreement referred to below:

Agreement. This Trademark Security Agreement, as amended and in effect from time to time.

Assignment of Marks. See Section 2.1.

Associated Goodwill. All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark License Rights. Any and all past, present or future rights and interests of each Assignor pursuant to any and all past, present and future franchising or licensing agreements in

favor of such Assignor, or to which such Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks and renewals and extensions thereof, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Assignor or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Assignor or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, slogans, domain names, IP addresses, rights of publicity, user names, screen names, phone numbers, internet and mobile account names (including social media names, "tags," and "handles") and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of each Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by such Assignor or are now owned, held or used by such Assignor, in such Assignor's business, or with such Assignor's products and services, or in which such Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by such Assignor in such Assignor's business or with such Assignor's products and services, or in which such Assignor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with each Assignor or its business or for the direct or indirect benefit of such Assignor or its business, including all such uses by such Assignor itself, by any of the affiliates of such Assignor, or by any franchisee, licensee or contractor of such Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in Section 1 of the Credit Agreement shall be applicable to this Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby unconditionally grants to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Lenders and the Agent. In addition, each Assignor has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Assignor hereby authorizes the Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Trademark Agreement and the Credit Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Lender Group, each Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Credit Agreement and applicable law (including the transfer or other disposition of the Collateral by any Assignor to the Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Credit Agreement. Pursuant to the Credit Agreement the Assignors have granted to the Agent, for the benefit of the Lender Group, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Credit Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Credit Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Credit Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Credit Agreement, this Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of the Assignors with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Assignors) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Credit Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by such Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there are no actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes pending (or, to the knowledge of such Assignor, threatened) concerning the ownership, use, validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of such Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of such Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of such Assignor's knowledge, there is no infringement by such Assignor of the trademark rights of others; (vi) such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to its Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Assignor not to sue third persons, other than the security interest and assignment created by the Credit Agreement and this Agreement; (vii) such Assignor has the unqualified right to enter into this Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) this Agreement, together with the Credit Agreement, will create in favor of the Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (ix) of this Section 3; (ix) except for the filing of financing statements with the Secretary of State for the State of Delaware under the Uniform Commercial Code and the recording of this Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Agreement by such Assignor, or (B) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder and (x) such Assignor shall (and shall cause all its licensees to) (A) use, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (B) use, and will continue to use, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (C) use, and will continue to use, each Trademark in order to maintain such Trademark in full force and effect with respect to each class of goods for which such Trademark is currently used, free from any claim of abandonment for non-use; (D) not knowingly do any act or omit to do any act whereby such Trademark or Associated Goodwill may become generic, destroyed, invalidated, impaired, diluted, tarnished, materially harmed or abandoned in any way; (E) not knowingly do any act or omit to do any act to infringe, misappropriate, dilute, violate or otherwise impair the intellectual property of any other Person in any material respect, and shall promptly notify Agent of any such claim.

4. INSPECTION RIGHTS.

Each Assignor hereby grants to each Agent and First-Out Lender and their employees and agents the right to visit such Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Agent's prior written consent, each Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Assignor's obligations under this Agreement or the Credit Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Agreement shall automatically apply thereto and such Assignor shall promptly provide to the Agent notice thereof in writing and execute and deliver to the Agent such other documents or instruments as the Agent may request further to implement, preserve or evidence the Agent's interest therein.

6.2. Amendment to Schedule. The Assignors authorize the Agent to modify this Agreement and the Assignment of Marks, without the necessity of the Assignors' further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. The Assignors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold the Agent and each First-Out Lender harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent and each First-Out Lender in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignors shall retain trademark counsel acceptable to the Agent.

7.2. Assignor's Duties, etc. The Assignors shall have the right and the duty, through trademark counsel acceptable to the Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or

Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignors. The Assignors shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Agent.

7.3. Assignor's Enforcement Rights. The Assignors shall have the right and the duty to bring suit or other action in their own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignors may require the Agent to join in such suit or action as necessary to assure the Assignors' ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is satisfied that such joinder will not subject the Agent or any First-Out Lender to any risk of liability. The Assignors shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including legal fees, incurred by the Agent pursuant to this Section 7.3.

7.4. Protection of Trademarks, etc. In general, the Assignors shall take any and all such actions (including prompt institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignors shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, each Assignor will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or such Assignor's right, title or interest in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of such Assignor or the Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Agreement (including, without limitation, those set forth in Section 2.2), the Credit Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York. Without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent in attempting to enforce this Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in the Credit Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to any

Assignor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignors hereby agree shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of. If any deficiency shall arise, each Assignor shall remain jointly and severally liable to the Lender Group for the Obligations under the Credit Agreement.

9. COLLATERAL PROTECTION.

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Assignor shall be breached, the Agent, in its own name or that of such Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied). The Assignors agree promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignors do hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as the Assignors' true and lawful attorney-in-fact, with full power of substitution and with the power to endorse any Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of any Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that any Assignor is obligated to execute and do hereunder. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Lender Group from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

11. FURTHER ASSURANCES.

Each Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may request to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally and indefeasibly paid and satisfied in full in cash and all commitments to extend credit under the Credit Agreement have terminated, this Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignors, execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary to reassign and reconvey to the Assignors the entire right, title and interest to the Pledged Trademarks, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or the Credit Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignors and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignors hereunder shall be Obligations secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the Default Rate as set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY FIRST-OUT LENDER ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ANY ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNORS, AND THE ASSIGNORS SHALL INDEMNIFY THE AGENT AND THE FIRST-OUT LENDERS

FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE LENDER GROUP WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Agreement shall be made in accordance with Section 12 of the Credit Agreement.

18. AMENDMENT AND WAIVER.

This Agreement is subject to modification only by a writing signed by the Agent and the Assignors, except as provided in Section 6.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. The Assignors agree that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignors by mail at the addresses referenced in Section 17. The Assignors hereby waive any objection that they may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

EACH ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Assignor (i) certifies that neither the Lender Group nor any representative, agent or attorney of the Lender Group has represented, expressly or otherwise, that the Lender Group would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Lender Group is a party, the Lender Group is relying upon, among other things, the waivers and certifications contained in this Section 20.

21. MISCELLANEOUS.

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon each Assignor and their respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and permitted assigns. In the event of any irreconcilable conflict between the provisions of this Agreement and the Credit Agreement, the provisions of the Credit Agreement shall control. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Each Assignor acknowledges receipt of a copy of this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

ASSIGNORS:

THE H COMPANY IP, LLC

By: 
Name: Ben Malka
Title: Chief Executive Officer

HOUSE OF HALSTON, LLC

By: 
Name: Ben Malka
Title: Chief Executive Officer

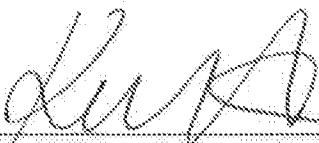
HALSTON OPERATING COMPANY, LLC

By: 
Name: Ben Malka
Title: Chief Executive Officer

Accepted and Acknowledged:

AGENT:

PATHLIGHT CAPITAL LLC

By: 
Name: Katie Hendricks
Title: Vice President

SCHEDULE A

Trademarks and Trademark Registrations

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	3187218	1.890.019	Registered Owner: The H Company IP, LLC Registered: 8/31/1992
Halston 14, 18, 25	Australia	274979	274979	Registered Owner: The H Company IP, LLC Registered: 12/27/1973
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		Pending Registered Owner: The H Company IP, LLC Filed: 9/17/2008
Halston 25	Barbados	81/25128		Pending Registered Owner: The H Company IP, LLC Filed: 9/17/2008
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 25	Brazil	811.986.977	811.986.977	Registered Owner: The H Company IP, LLC Registered: 12/26/1989
Halston III 25	Brazil	811.309.738	811.309.738	Registered Owner: The H Company IP, LLC Registered: 2/26/1985
Halston 4, 9, 14, 18, 21, 24, 27, 35	Canada	1372443		Pending Registered Owner: The H Company IP, LLC Registered: 11/16/2007

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 14, 18, 25	Chile	353724	808.539	Registered Owner: The H Company IP, LLC Registered: 4/30/2007
Halston Tradenname	Chile	491968	923.816	Registered Owner: The H Company IP, LLC Registered: 10/26/2010
Halston 35	Chile	491967	580329	Registered Owner: The H Company IP, LLC Registered: 10/26/2000
Design of H Logo 25	China (People's Republic Of)	7571992	7571992	Registered Owner: The H Company IP, LLC Registered: 11/7/2010
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 9	China (People's Republic Of)	6288179	6288179	Registered Owner: The H Company IP, LLC 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	VA199604210	VR199604381	Registered Owner: The H Company IP, LLC Registered: 10/11/1974
Halston 18	Egypt	49171	49171	Registered Owner: The H Company IP, LLC Registered: 12/30/1974

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 25	Egypt	49172	49172	Registered Owner: The H Company IP, LLC Registered: 12/30/1973
Halston 26	Egypt	49173	49173	Registered Owner: The H Company IP, LLC Registered: 12/30/1973
Halston 14	Egypt	49169	49169	Registered Owner: The H Company IP, LLC Registered: 12/30/1973
Halston 16	Egypt	49170	49170	Registered Owner: The H Company IP, LLC Registered: 12/30/1973
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
Interlocking H's Design 3, 9, 14, 18, 24, 25	European Union	6575261	6575261	Registered Owner: The H Company IP, LLC Registered: 12/11/2008
Halston H Heritage (Stylized) 18, 24, 25, 35	European Union	11209699	11209699	Registered Owner: The H Company IP, LLC Registered: 3/26/2013
Halston 20, 21, 43	European Union	11779469	11779469	Registered Owner: The H Company IP, LLC Registered: 9/23/2013
Halston 14, 16, 18, 25, 26	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

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
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 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 9	India	1642158	919901	Registered Owner: The H Company IP, LLC Registered: 2/1/2011
Halston 18	India	292727	292727	Registered Owner: The H Company IP, LLC Registered: 12/11/1973
Halston 25	India	292728	292728	Registered Owner: The H Company IP, LLC 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: The H Company IP, LLC Registered: 12/11/1973
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

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
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	IDM000337841	Registered Owner: The H Company IP, LLC Registered: 11/15/2011
Halston H Heritage (Stylized) 35	Indonesia	J00.2013.045644		Pending Registered Owner: The H Company IP, LLC Filed: 9/25/2013
Halston H Heritage (Stylized) 25	Indonesia	D00.2013.045643		Pending Registered Owner: The H Company IP, LLC Filed: 9/25/2013
Halston H Heritage (Stylized) 18	Indonesia	D00.2013.045642		Pending Registered Owner: The H Company IP, LLC Filed: 9/25/2013
Halston 35	Indonesia			Proposed Mark Registered Owner: The H Company IP, LLC
Halston 25	Ireland	84/87	122961	Registered Owner: The H Company IP, LLC Registered: 1/16/1987
Halston 14	Israel	38546	38546	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 9	Israel	203829	203829	Registered Owner: The H Company IP, LLC Registered: 11/8/2009

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 14, 16, 18, 25, 26	Italy	MI2013C0108	1569915	Registered Owner: The H Company IP, LLC Registered: 12/2/2013
Halston 18, 25	Japan	2-146030/90	2556769	Registered Owner: The H Company IP, LLC Registered: 7/30/1993
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 18, 25, 35	Lebanon	149971	149971	Registered Owner: The H Company IP, LLC Registered: 4/26/2013

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 25	Malaysia	87001722	87001722	Registered Owner: The H Company IP, LLC 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 14, 26	Mexico	240326	306465	Registered Owner: The H Company IP, LLC Registered: 4/2/1985
Halston 18, 26	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 25	Norway	117189A	95824A	Registered Owner: The H Company IP, LLC Registered: 1/29/1976
Halston 18	Panama	100320	100320	Registered Owner: The H Company IP, LLC Registered: 4/27/1999
Halston 25	Paraguay	18392/2013	251168	Registered Owner: The H Company IP, LLC Registered: 5/11/1993
Halston Heritage 35	Philippines			Proposed Mark Registered Owner: The H Company IP, LLC
Halston 9, 14, 18, 25, 35	Russian Federation	2007229677	367893	Registered Owner: The H Company IP, LLC Registered: 9/26/2017

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 18, 25	Saudi Arabia	5410/1400	98/50	Registered Owner: The H Company IP, LLC Registered: 11/1/1982
Halston 35	Saudi Arabia			Proposed Mark Registered Owner: The H Company IP, LLC
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 Heritage 35	Singapore			Proposed Mark Registered Owner: The H Company IP, LLC
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
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

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
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 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 18	United Arab Emirates	115791	133277	Registered Owner: The H Company IP, LLC Registered: 2/28/2011
Halston 25	United Arab Emirates	115792	115792	Registered Owner: The H Company IP, LLC Registered: 9/26/2012
Halston 26	United Kingdom	1052288	1052288	Registered Owner: The H Company IP, LLC Registered: 9/18/1975
Halston 14, 16, 18, 25, 26	United Kingdom	1021969	1021969	Registered Owner: The H Company IP, LLC Registered: 12/10/1973
Design of H Logo 25	United States	77982100	4026797	Registered Owner: The H Company IP, LLC Registered: 9/13/2011
Design of H Logo 25	United States	77740505	4289286	Registered Owner: The H Company IP, LLC Registered: 2/12/2013
Design of H Logo 18	United States	77982165	4013310	Registered Owner: The H Company IP, LLC Registered: 8/16/2011

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
H by Halston 25	United States	77912648	3948842	Registered Owner: The H Company IP, LLC Registered: 4/19/2011
H by Halston 18	United States	85273346	4085186	Registered Owner: The H Company IP, LLC Registered: 1/10/2012
Halston 25	United States	75183990	2226564	Registered Owner: The H Company IP, LLC Registered: 2/23/1999
Halston 9	United States	73132576	1103001	Registered Owner: The H Company IP, LLC Registered: 9/26/1978
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 18	United States	75200129	2393797	Registered Owner: The H Company IP, LLC Registered: 10/10/2000
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
Halston 25	United States	73165240	1138450	Registered Owner: The H Company IP, LLC Registered: 8/5/1980
Halston 14	United States	74004802	1621118	Registered Owner: The H Company IP, LLC Registered: 11/6/1990
Halston 25	United States	75464477	2492960	Registered Owner: The H Company IP, LLC Registered: 9/25/2001
Halston 25	United States	73007353	0999713	Registered Owner: The H Company IP, LLC Registered: 12/17/1974

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston H Heritage (Stylized) 35	United States	85525098	4400905	Registered Owner: The H Company IP, LLC Registered: 9/10/2013
Handbag Amulet Design 18	United States	77377694	4012777	Registered Owner: The H Company IP, LLC Registered: 8/16/2011
Interlocking H's Design 18	United States	77350184	4132129	Registered Owner: The H Company IP, LLC Registered: 4/24/2012
Interlocking H's Design 25	United States	77350221	4112064	Registered Owner: The H Company IP, LLC Registered: 3/13/2012
Halston 14	United States	75118641	2166353	Registered Owner: The H Company IP, LLC Registered: 6/16/1998
Design of H Logo 18	United States	85947154		Pending Registered Owner: The H Company IP, LLC Registered: 5/31/2013
Design of H Logo 14	United States	85805826		Pending Registered Owner: The H Company IP, LLC Registered: 12/18/2012
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
Halston 26	Venezuela	78777	78777	Registered Owner: The H Company IP, LLC Registered: 4/9/1975
Halston 14	Venezuela	78775	78775	Registered Owner: The H Company IP, LLC Registered: 4/9/1975
Halston 22	Venezuela	78778	78778	Registered Owner: The H Company IP, LLC Registered: 4/9/1975

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 18, 25	Vietnam	4-2011-27632	200176	Registered Owner: The H Company IP, LLC Registered: 2/20/2013
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
Design of H Logo 9	United States	85805800		Pending Registered Owner: The H Company IP, LLC Registered: 12/18/2012
Halston 27	United States	85669656		Pending Registered Owner: The H Company IP, LLC Registered: 7/5/2012
Halston 21	United States	85669614		Pending Registered Owner: The H Company IP, LLC Registered: 7/5/2012
Halston 24	United States	85669637		Pending Registered Owner: The H Company IP, LLC Registered: 7/5/2012
Halston 11	United States	85669567		Pending Registered Owner: The H Company IP, LLC Registered: 7/5/2012
Halston 20	United States	85669593		Pending Registered Owner: The H Company IP, LLC Registered: 7/5/2012
Halston 43	United States	85669679		Pending Registered Owner: The H Company IP, LLC Registered: 7/5/2012

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston 25	United States	85235878		Pending Registered Owner: The H Company IP, LLC Registered: 2/7/2011
Halston 4	United States	85502906		Pending Registered Owner: The H Company IP, LLC Registered: 12/23/2011
Halston H Heritage (Stylized) 18	United States	85727371		Pending Registered Owner: The H Company IP, LLC Registered: 9/12/2012
Halston H Heritage (Stylized) 25	United States	85727394		Pending Registered Owner: The H Company IP, LLC Registered: 9/12/2012
Halston H Heritage (Stylized) 25	Brazil	840.284.136		Pending Registered Owner: The H Company IP, LLC Registered: 10/1/2012
Halston H Heritage (Stylized) 18	Brazil	840.284.144		Pending Registered Owner: The H Company IP, LLC Registered: 10/1/2012
Halston H Heritage (Stylized) 35	Brazil	840.284.128		Pending Registered Owner: The H Company IP, LLC Registered: 10/1/2012
Halston 25	Canada	0370702	206455	Registered Owner: The H Company IP, LLC Registered: 4/11/1975
Halston 11, 20, 21, 24, 27, 43	Canada	1585501		Pending Registered Owner: The H Company IP, LLC Registered: 7/10/2012
Design of H Logo 18	China (People's Republic Of)	7571993		Pending Registered Owner: The H Company IP, LLC Filed: 7/27/2009

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston H Heritage (Stylized) 25	China (People's Republic Of)	11576942		Pending Registered Owner: The H Company IP, LLC Registered: 10/9/2012
Halston H Heritage (Stylized) 18	China (People's Republic Of)	10637664		Pending Registered Owner: The H Company IP, LLC Registered: 3/19/2012
Halston 35	European Union	940507	940507	Registered Owner: The H Company IP, LLC Registered: 9/28/2007
Halston 18, 25, 35	Hong Kong	302401587		Pending Registered Owner: The H Company IP, LLC Filed: 10/10/2012
Halston H Heritage (Stylized) 35	Jordan	128860		Pending Registered Owner: The H Company IP, LLC Registered: 3/10/2013
Halston H Heritage (Stylized) 18	Jordan	128858		Pending Registered Owner: The H Company IP, LLC Registered: 3/10/2013
Halston H Heritage (Stylized) 25	Jordan	128859		Pending Registered Owner: The H Company IP, LLC Registered: 3/10/2013
Halston H Heritage (Stylized) 18	Kuwait	136976		Pending Registered Owner: The H Company IP, LLC Registered: 1/31/2013
Halston H Heritage (Stylized) 25	Kuwait	136977		Pending Registered Owner: The H Company IP, LLC Registered: 1/31/2013
Halston H Heritage (Stylized) 35	Kuwait	136978		Pending Registered Owner: The H Company IP, LLC Registered: 1/31/2013

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston H Heritage (Stylized) 25	Malaysia	2013013255		Pending Registered Owner: The H Company IP, LLC Registered: 9/23/2013
Halston H Heritage (Stylized) 18	Malaysia	2013013257		Pending Registered Owner: The H Company IP, LLC Registered: 9/23/2013
Halston H Heritage (Stylized) 35	Malaysia	2013013258		Pending Registered Owner: The H Company IP, LLC Registered: 9/23/2013
Halston 35	Mexico	927421		Pending Registered Owner: The H Company IP, LLC Registered: 4/17/2008
Halston 5, 9, 10, 16, 18, 21, 25	Mexico	135635	229682	Registered Owner: The H Company IP, LLC Registered: 9/6/1979 Conflict
Halston 18	Mexico	1064007		Pending Registered Owner: The H Company IP, LLC Registered: 1/29/2010
Halston H Heritage (Stylized) 25	Mexico	1316486		Pending Registered Owner: The H Company IP, LLC Registered: 10/11/2012
Halston H Heritage (Stylized) 18	Mexico	1316485		Pending Registered Owner: The H Company IP, LLC Registered: 10/11/2012
Halston H Heritage (Stylized) 35	Mexico	1316487		Pending Registered Owner: The H Company IP, LLC Registered: 10/11/2012
Halston 25	Panama	100318	100318	Registered Owner: The H Company IP, LLC Registered: 4/27/1999

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Halston H Heritage (Stylized) 18, 25, 35	Singapore	T1315336J		Pending Registered Owner: The H Company IP, LLC Registered: 9/20/2013
Halston H Heritage (Stylized) 25	United Arab Emirates	188403		Pending Registered Owner: The H Company IP, LLC Registered: 3/14/2013
Halston H Heritage (Stylized) 35	United Arab Emirates	188404		Pending Registered Owner: The H Company IP, LLC Registered: 3/14/2013
Halston H Heritage (Stylized) 18	United Arab Emirates	188402		Pending Registered Owner: The H Company IP, LLC Registered: 3/14/2013
Halston 18, 24, 25, 35	Vietnam	4-2012-22672		Pending Registered Owner: The H Company IP, LLC Registered: 10/10/2012

Domain Names and Social Media

DOMAIN NAME
www.halston.com
@Halstonette

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, The H Company IP, LLC, a Delaware limited liability company (the “Borrower”) and the other Persons identified on the signature pages hereto (such Persons, together with the Borrower, each a “Assignor” and, collectively, the “Assignors”), has adopted and used and is using the trademarks and service marks (the “Marks”) identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____ (the “Assignee”), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first above written.

ASSIGNORS:

THE H COMPANY IP, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

HALSTON OPERATING COMPANY, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

HOUSE OF HALSTON, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED:

ASSIGNEE:

By: _____

Name:

Title:

ANNEX

Trademarks and Trademark Registrations

Domain Names and Social Media