

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338373

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
High Line Acquisition LLC		02/05/2015	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	HSBC Bank USA, National Association, as collateral agent
Street Address:	452 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	national banking association: UNITED STATES
Name:	Standard Chartered Bank, as collateral agent
Street Address:	1095 Avneue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	chartered bank: UNITED STATES

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	4168699	ARMOR COBALT
Registration Number:	4110144	BIOBLU
Registration Number:	4115410	BRUTE COBALT
Registration Number:	4122896	HEAVEN'S GATES
Registration Number:	4106037	SCOTT KAY CODE
Registration Number:	4210759	SCOTT KAY GUARDIAN
Serial Number:	85416043	SK66
Registration Number:	4042715	ALLEGIANCE
Registration Number:	4262730	AMERICAN COBALT
Registration Number:	4046049	ARDOR
Registration Number:	3775595	ART OF MAN
Registration Number:	3999909	ARTISANS OF FINE JEWELRY
Registration Number:	3874503	ARTISTE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3929795	ARTISTE ALPHA
Registration Number:	4026981	ARTISTE AURIALIS
Registration Number:	3929813	ARTISTE BLISSFUL
Registration Number:	3929939	ARTISTE CREDENCE
Registration Number:	4026982	ARTISTE MILAU
Registration Number:	3929814	ARTISTE REGAL
Registration Number:	3929811	ARTISTE STABLE
Registration Number:	3932394	AXIS
Registration Number:	4020279	BEACON
Registration Number:	4016508	BIOBLU 27
Registration Number:	4078288	BRAID
Registration Number:	4016509	BRAWN COBALT
Registration Number:	4023491	BRAWN COBALT
Registration Number:	4046048	DEVOUT
Registration Number:	3793767	DIE TRYING
Registration Number:	4020280	MANNER
Registration Number:	3932395	MATTERHORN
Registration Number:	4046047	NUCLEUS
Registration Number:	4042716	POLARITY
Registration Number:	3935440	STABLE
Registration Number:	4042714	TENACITY
Registration Number:	3929821	THE ARTISTE ANNIVERSARY COLLECTION
Registration Number:	4201122	TROY
Registration Number:	4020165	VALIANCE
Registration Number:	4020164	VIBRANT
Registration Number:	3060827	SCOTT KAY
Registration Number:	3345409	BOLÓ
Registration Number:	3349640	BOLÓ
Registration Number:	3437904	CROWN SETTING
Registration Number:	3293024	CYPRESS
Registration Number:	3485817	DOBERMAN
Registration Number:	3673529	EQUESTRIAN
Registration Number:	4004045	FOR MEN ONLY
Registration Number:	3289967	JAVLIN
Registration Number:	3825119	KODIAK
Registration Number:	2953090	NEVER COMPROMISE
Registration Number:	3433236	THE PALLADIUM FACTS
Registration Number:	3485941	UNKAGED

Property Type	Number	Word Mark
Registration Number:	2827785	SCOTT KAY
Registration Number:	2866558	
Serial Number:	86454093	NAMASTE
Registration Number:	4350269	SK
Registration Number:	4353846	SK COBALT
Registration Number:	4357551	BRUTE TI
Registration Number:	4340147	PURPLE SIGNATURE
Registration Number:	4403921	ARTISTE FIA
Registration Number:	4309857	ESTELLA
Registration Number:	4301856	THE GUARDIAN BY SCOTT KAY
Registration Number:	3251011	GRANDMA GOOSEBERRY
Registration Number:	4416137	SPARTA

CORRESPONDENCE DATA

Fax Number: 8602758299

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 860-275-8285

Email: jscheib@rc.com

Correspondent Name: Jacqueline P. Scheib

Address Line 1: 280 Trumbull Street

Address Line 2: Robinson & Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Jacqueline P. Scheib
SIGNATURE:	/Jacqueline P. Scheib/
DATE SIGNED:	04/16/2015

Total Attachments: 15

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SECURITY AGREEMENT
FOR
TRADEMARKS AND TRADENAMES

SECURITY AGREEMENT FOR TRADEMARKS AND TRADENAMES made as of the 5th day of February, 2015, by and between **HIGH LINE ACQUISITION LLC**, a New York limited liability company with offices located at 154 West 14th Street, New York, New York 10011 (the “**Debtor**”); and **HSBC BANK USA, NATIONAL ASSOCIATION**, a national banking association with an office at 452 Fifth Avenue, New York, New York 10018 (“**HSBC**”), in its capacity as collateral agent for itself and for **STANDARD CHARTERED BANK** with an office at 1095 Avenue of the Americas, New York, New York 10036 (“**Standard Chartered**”) (together, HSBC and Standard Chartered are hereinafter sometimes referred to as the “**Lenders**” and individually as a “**Lender**”) (in such capacity as collateral agent, HSBC is hereinafter sometimes referred to as the “**Collateral Agent**”).

Background. Debtor has incurred obligations to the Lenders which are secured by security interests in all of Debtor’s accounts, inventories, equipment and general intangibles, including without limitation Debtor’s trademarks, trademark applications, servicemarks, tradenames, and goodwill in respect thereof (collectively, the “**Collateral**”). To confirm and perfect the Lenders’ security interest in the Debtor’s trademarks, trademark applications, servicemarks, and tradenames and the licensed marks, Debtor has agreed to grant a security interest and lien upon Debtor’s trademarks, trademark applications, servicemarks, tradenames and the licensed marks to the Collateral Agent for the benefit of the Lenders as hereinafter provided.

Additional Definitions. The following terms shall be defined as follows:

“**Event of Default**” shall have the meaning assigned by any of the HSBC Loan and Consignment Agreement (hereinafter defined) and the Standard Chartered Loan and Consignment Agreement (hereinafter defined).

“**Obligations**” means all obligations, liabilities and indebtedness due and to become due from the Debtor to the Collateral Agent or any of the Lenders, and each of them, at any time and from time to time from the date hereof, of every kind and description, whether now existing or hereafter incurred, including future advances, whether direct, indirect or contingent, whether otherwise guaranteed or secured, and whether on open account or evidenced by a note, draft, check or other agreement, instrument or document, which obligations, liabilities and indebtedness are evidenced by or incurred pursuant to that certain Guaranty Agreement dated the date hereof, as amended from time to time, of the Debtor in favor of the Collateral Agent, for the benefit of the Lenders (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the “**Guaranty Agreement**”), pursuant to which the Debtor has guaranteed the payment and performance of all obligations, liabilities and indebtedness of **FREDERICK GOLDMAN, INC.**, a New York corporation (“**Goldman**”) and **HIGH LINE PRECIOUS ACQUISITION LLC**, a New York

limited liability company (“**HLPA**”, and together with Goldman, the “**Borrowers**”) to the Collateral Agent or any of the Lenders, and each of them, at any time and from time to time from the date hereof, of every kind and description, whether now existing or hereafter incurred, including future advances, whether direct, indirect or contingent, whether otherwise guaranteed or secured, and whether on open account or evidenced by a note, draft, check or other agreement, instrument or document, which obligations, liabilities and indebtedness are evidenced by or incurred pursuant to:

- (a) that certain Loan and Consignment Agreement dated September 24, 2010 by and between the Borrowers and HSBC (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the “**HSBC Loan and Consignment Agreement**”), and each of the security agreements, guaranty agreements, pledge agreements and any and all other documents, instruments or agreements now or hereafter securing or providing collateral for, or evidencing, the obligations of the Borrowers under the HSBC Loan and Consignment Agreement, or executed in connection therewith including, without limitation, that certain Secured Promissory Note of the Borrowers dated September 24, 2010 issued to HSBC in the maximum principal amount of **FIFTEEN MILLION DOLLARS (\$15,000,000)** (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the “**HSBC Note**”) and any ISDA Master Agreement now or hereafter entered into between the Borrowers and HSBC; and
- (b) that certain Loan and Consignment Agreement dated September 24, 2010 by and between the Borrowers and Standard Chartered (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the “**Standard Chartered Loan and Consignment Agreement**”), and each of the security agreements, guaranty agreements, pledge agreements and any and all other documents, instruments or agreements now or hereafter securing or providing collateral for, or evidencing, the obligations of the Borrowers under the Standard Chartered Loan and Consignment Agreement or executed in connection therewith including, without limitation, that certain Amended and Restated Joint and Several Secured Promissory Note of the Borrowers dated as of the date hereof issued to Standard Chartered in the maximum principal amount of **TEN MILLION DOLLARS (\$10,000,000)** (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the “**Standard Chartered Note**”) and any ISDA Master Agreement now or hereafter entered into between the Borrowers and Standard Chartered.

“**Of Record**” means recorded in the U.S. Patent and Trademark Office.

Capitalized terms not otherwise defined herein shall have the meanings assigned by the HSBC Loan and Consignment Agreement.

NOW, THEREFORE, in consideration of the premises, Debtor hereby agrees with the Lenders as follows:

1. To secure the complete and timely payment and satisfaction of the Obligations, Debtor hereby grants, assigns and conveys to the Collateral Agent, for itself and as Collateral Agent for the Lenders, a security interest in and lien upon (a) Debtor's trademark and servicemark applications, trademarks, servicemarks, and tradenames listed in Schedule A hereto (the "**Marks**"), and (b) to the extent permitted by the terms thereof, all of the rights of Debtor under the License Agreements listed in Schedule B hereto (the "**License Agreements**") with respect to the trademarks licensed thereunder (the "**Licensed Marks**"), and (c) Debtor's goodwill in respect thereof, including without limitation all proceeds of the Marks and the Licensed Marks (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world (collectively, the "**Rights**").

2. Debtor covenants and warrants that except as set forth in the Debtor's Disclosure Schedule attached hereto as Schedule C hereto:

- (a) Schedule A hereto correctly describes all Debtor's trademarks, trademark applications, servicemarks and tradenames Of Record;
- (b) Schedule B hereto correctly describes all of the Licensed Marks;
- (c) The Rights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (d) Each of the Rights is valid and enforceable;
- (e) Debtor is the sole and exclusive owner Of Record of the entire and unencumbered right, title and interest in and to each of the Marks, free and clear of any liens, charges and encumbrances Of Record;
- (f) The License Agreements are in full force and effect and the Debtor is in full compliance with all the terms thereof and no Event of Default has occurred thereunder; and
- (g) Debtor has the unqualified right to enter into this Agreement and perform its terms.

3. Debtor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Debtor's obligations under this Agreement, without Lenders' prior written consent.

4. Debtor hereby covenants and agrees with Collateral Agent and each of the Lenders that the Debtor (a) shall take such action as is reasonably necessary to protect the Marks and the Licensed Marks against all claims and demands of all persons at any time claiming any

interest therein; (b) shall promptly pay any and all taxes, assessments and governmental charges upon the Marks or the Licensed Marks prior to the date penalties are attached thereto; and (c) shall immediately notify Collateral Agent of any event causing a substantial loss or diminution in the value of all or any material part of the Marks or the Licensed Marks and the amount or an estimate of the amount of such loss or diminution.

5. Unless and until there shall have occurred an Event of Default, Debtor shall have the right to use the Rights for Debtor's own benefit, and Debtor may make or grant assignments and sublicenses of the Rights in the ordinary course of Debtor's business; provided, further, that no such assignment or sublicense shall be Of Record or shall impair the rights of Debtor or the Collateral Agent or the Lenders to sell the Collateral in the United States in accordance with the terms of this Agreement and the aforesaid Loan and Consignment Agreements. Debtor will permit the Collateral Agent reasonable access to Debtor's facilities at all reasonable times in accordance with the Loan and Consignment Agreements for the purpose of inspecting the quality of such goods and will furnish the Lenders such certificates and product samples as the Collateral Agent shall from time to time reasonably request to verify Debtor's compliance with the foregoing covenants. Debtor further covenants that the Collateral includes and will at all times during the term of this Agreement include all equipment and other assets necessary to produce the products for which the Marks or the Licensed Marks are used, to the extent that Debtor produces such products.

6. The Debtor shall be responsible for processing and maintaining any and all applications for registration and re-registration of the Marks and the Licensed Marks except for Marks and Licensed Marks which are no longer useful to its business or otherwise agreed by the Collateral Agent and shall bear all costs pertaining to enforcing and/or defending rights pertaining to the Marks and the Licensed Marks.

7. Debtor agrees that until the Obligations have been satisfied in full, Debtor will execute further security agreements to the Collateral Agent for the benefit of the Lenders, of like tenor to this Agreement, granting a security interest in and lien upon any and all trademarks and trademark applications and any licenses of any trademarks that Debtor shall effect, acquire or make application for and which shall be Of Record, so as to confirm and perfect the Lenders' interest in and to all of the Collateral.

8. If an Event of Default shall have occurred, the Collateral Agent shall have, in addition to all other rights and remedies given Lenders by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Rights may be located and, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, the Collateral Agent may sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Rights, or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Rights all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in such order as the Collateral Agent may determine in its sole and absolute discretion. Notice of any sale or other disposition of the Rights shall be given to Debtor at least

ten (10) days before the time of any intended public or private sale or other disposition of the Rights is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Collateral Agent may purchase the whole or any part of the Rights sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released.

9. Notwithstanding anything to the contrary herein or in any agreement between Debtor and Collateral Agent or any of the Lenders, if any Event of Default shall have occurred and be continuing, in addition to any and all other rights and remedies that Collateral Agent may have under any other agreements or at law, the Debtor hereby irrevocably constitutes and appoints Collateral Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or Collateral Agent's own name or the name of Collateral Agent's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of an Event of Default and the continuance thereof: (a) to convey to Collateral Agent (or Lenders) or any purchaser any or all of the Rights, together with the goodwill of the business represented thereby, and to execute and file or cause to be filed any and all assignments and other documents and instruments that may be necessary or desirable to accomplish the purposes of such conveyance; (b) to collect proceeds from the Rights (including, by way of example, license, royalties and proceeds of infringement suits); (c) to convey in any bona fide transactions to a purchaser goods utilizing any of the Marks or the Licensed Marks; and (d) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods utilizing the Rights the legality or validity thereof and the amounts necessary to discharge the same to be determined by Collateral Agent, in its sole discretion, and such payments made by Collateral Agent to become the obligation of Debtor to Collateral Agent, due and payable immediately, without demand.

10. At such time as Debtor shall completely satisfy all the Obligations, the Collateral Agent shall execute and deliver to Debtor all releases, deeds, assignments and other instruments as may be necessary or proper to discharge the Collateral Agent's security interest in and lien upon the Rights, subject to any disposition thereof which may have been made by the Collateral Agent pursuant hereto.

11. Debtor shall have the duty, through counsel reasonably acceptable to the Collateral Agent, to prosecute diligently any application in respect of any of the Rights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full. Any expenses incurred in connection with such an application shall be borne by Debtor.

12. The Collateral Agent, as Collateral agent for the Lenders, hereby agrees to be bound by the terms of the License Agreements, provided that such agreement shall in no way be deemed to be an acceptance of any obligation of the Debtor under the License Agreements outstanding as of the date of the Security Agreement.

13. At such time as the Collateral Agent becomes the owner of the Rights, as provided in this Agreement, the Collateral Agent shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Rights and any license thereunder, in which event Debtor shall at the request of Collateral Agent do any and all lawful acts and execute any and all proper documents required by Collateral Agent in aid of such enforcement and Debtor shall promptly, following demand, reimburse and indemnify Collateral Agent for all costs and expenses incurred by Collateral Agent in the exercise of its rights under this Paragraph, provided however, if the Collateral Agent shall not bring suit hereunder, then Debtor, upon prior written consent of the Collateral Agent, shall have the right, with counsel of its own selection, to bring such suit prosecute and settle the same, at its own cost and expense.

14. No course of dealing between Debtor and the Collateral Agent nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder 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 further exercise thereof or the exercise of any other right, power or privilege.

15. All of the Collateral Agent's rights and remedies with respect to the Rights whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement is subject to modification only by a writing signed by the parties.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

20. All notices, communications and distributions hereunder shall be given or made to the parties at their respective addresses set forth on the last page hereof, or at such other address as the addressee may hereafter specify for the purpose by written notice to the other party hereto in accordance with the requirements of the Loan and Consignment Agreements.

21. DEBTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN AND CONSIGNMENT DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF

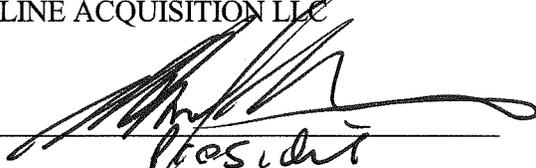
ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE COLLATERAL AGENT AND THE LENDERS TO ACCEPT THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement for Trademarks And Tradenames to be executed by their respective officers as of the date first above written.

WITNESS:

Sarina J. Engel

HIGH LINE ACQUISITION LLC

By: 
Title: President
Address: 154 West 14th Street
New York, New York 10011

HSBC BANK USA, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Title: _____
Address: 452 Fifth Avenue
New York, New York 10018

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement for Trademarks And Tradenames to be executed by their respective officers as of the date first above written.

WITNESS:

HIGH LINE ACQUISITION LLC

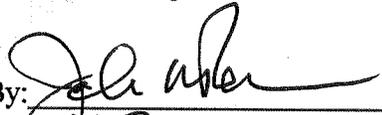
By: _____

Title:

Address: 154 West 14th Street

New York, New York 10011

HSBC BANK USA, NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____

Title: N.P.

Address: 452 Fifth Avenue

New York, New York 10018

TRADEMARK

REEL: 005498 FRAME: 0596

SCHEDULE A

TRADEMARK APPLICATIONS, TRADEMARKS, SERVICEMARKS, AND
TRADENAMES

<u>Mark</u>	<u>Reg. No.</u>	<u>Ser./App. No.</u>
ARMOR COBALT	4,168,699	85/188,132
BIOBLU	4,110,144	85/261,579
BRUTE COBALT	4,115,410	77/896,274
HEAVENS GATE'S	4,122,896	85/236,740
SCOTT KAY CODE	4,106,037	77/895,791
SCOTT KAY GUARDIAN	4,210,759	85/204,957
SK66		85/416,043
ALLEGIANCE	4042715	77/930,523
AMERICAN COBALT	4,262,730	85/387,309
ARDOR	4046049	77/930,517
ART OF MAN	3,775,595	77-535,446
ARTISANS OF FINE JEWELRY	3,999,909	77/930,552
ARTISTE	3,874,503	77-786,612
ARTISTE ALPHA	3,929,795	77-895,448
ARTISTE AURIALIS	4026981	85/084,355
ARTISTE BLISSFUL	3,929,813	77-897,502
ARTISTE CREDESCENCE	3,929,939	77-929,687
ARTISTE MILOU	4026982	85/084,364
ARTISTE REGAL	3,929,814	77-897,509
ARTISTE STABLE	3,929,811	77-897,471
AXIS	3,932,394	77-912,637
BEACON	4,020,279	85/011,046

Trademarks

TRADEMARK
REEL: 005498 FRAME: 0598

<u>Mark</u>	<u>Reg. No.</u>	<u>Ser./App. No.</u>
BIOBLU 27	4,016,508	77/896,289
BRAID	4,078,288	77/894,934
BRAWN COBALT	4,016,509	77/896,423
BRAWN COBALT (Stylized)	4,023,491	77/943,425
DEVOUT	4046048	77/930,464
DIE TRYING	3,793,767	77-460,921
MANNER	4,020,280	85/011,047
MATTERHORN	3,932,395	77-912,644
NUCLEUS	4046047	77/930,427
POLARITY	4042716	77/930,529
STABLE	3,935,440	77-894,882
TENACITY	4042714	77/930,441
THE ARTISTE ANNIVERSARY COLLECTION	3,929,821	77-898,570
TROY (2011 Application)	4201122	85/416,065
VALIANCE	4,020,165	77/930,473
VIBRANT	4,020,164	77/930,303
SCOTT KAY (stylized)	3,060,827	78-171,766
BOLÓ	3,345,409	78-683,969
BOLÓ (Stylized)	3,349,640	78-686,738
CROWN SETTING	3,437,904	78-749,280
CYPRESS	3,293,024	77-057,981

Trademarks

TRADEMARK
REEL: 005498 FRAME: 0599

<u>Mark</u>	<u>Reg. No.</u>	<u>Ser./App. No.</u>
DOBERMAN	3,485,817	77-157,847
EQUESTRIAN	3,673,529	77-182,798
FOR MEN ONLY	4,004,045	77/914,853
JAVLIN	3,289,967	77-057,975
KODIAK	3,825,119	77-911,872
NEVER COMPROMISE (Typed Drawing)	2,953,090	78-171,741
THE PALLADIUM FACTS	3,433,236	78-893,069
UNKAGED	3,485,941	77-208,160
SCOTT KAY (typed drawing)	2,827,785	78-171,755
THE PURPLE BOX (jewelry box) (Design only)	2,866,558	78/171,698
BIOBLU 27 (Chinese Registration)	8,095,973	
SK COBALT (Chinese Registration)	8,095,974	
Namaste		86454093
SK	4,350,269.00	85763816
SK Cobalt	4,353,846.00	85763711
Brute TI	4,357,551.00	85757316
Purple Signature	4,340,147.00	85525983
Artiste FIA	4,403,921.00	85476401
Estella	4,309,857.00	85416860
The Guardian by Scott Kay	4,301,856.00	85204934
Grandma Gooseberry	3,251,011.00	78800450
Sparta	4,416,137.00	77493602

Trademarks

TRADEMARK
REEL: 005498 FRAME: 0600

SCHEDULE B

LICENSED MARKS

An agreement was entered into as of January 5, 2015, by and between QVC, Inc. and Scott Kay, Inc. pursuant to which Scott Kay, Inc. granted QVC an exclusive right in North America to produce jewelry using the words "Scott Kay" and associated intellectual property rights. Debtor and HLP A are currently negotiating QVC's consent to the assignment of such agreement

Certain non-exclusive, royalty free licenses are granted in the ordinary course to retail customers for use in connection with the marketing of Debtor's products

SCHEDULE C

DISCLOSURE SCHEDULE

The trademarks listed in Schedule A are subject to a first priority security interest granted to Salus Capital Partners, LLC.