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1-31-92

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09-01-1998

## U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

original documents or copy

To the Honorable Commissioner of I thereof.

thereof.	J4U91
Name of conveying party(ies):	2. Name and address of receiving party(ies):
Harry Winston, Inc.	Name: Citibank USA, Inc.
☐ Individual(s) ☐ Association	Internal Address: c/o Citicorp Securities Inc.
☐ General Partnership ☐ Limited Partnersh	hip Street Address: 399 Park Avenue, Sixth Floor
☐ Corporation New York	City: New York State: New York Zip: 10022
□ Other	☐ Individual(s) citizenship
Additional names(s) of conveying party(ies) attached?	□ Association
□ Yes ⊠ No	☐ General Partnership
2 103	□ Limited Partnerhip
3. Nature of conveyance:	□ Corporation State of Incorporation — Delaware
☐ Assignment ☐ Merger	
✓ Security Agreement ☐ Change of Name	Other
· ·	If assignee is not domiciled in the United States, a domestic
□ Other:	representative designation is attached: □Yes □ No (Designations must be a separate document from Assignment)
Execution Date: April 10, 1998	Additional name(s) & address(es) attached?   No
4. Application number(s) or registration number(s):	B. Trademark registration No. (s)
A. Trademark Application No. (s)	1,701,673
75/295,923	1,654,296
75/406,880 Additional numbers atta	pohod? TV TV
	2.00 2.00
5. Name and address of party to whom correspondence	6. Total number of applications
concerning document should be mailed:	and registrations involved:
Name: Lora A. Moffatt, Esq.	
Internal Address: Sidley & Austin	7. Total fee (37 CFR 3.41):
	☑ Enclosed
	☑ Charge excess/credit overpayment to deposit account
Street Address: 875 Third Aveneue	8. □ Authorized to be charged to Deposit account number:
City: New York State: NY Zip: 10022	50-0643
	(Attached duplicate copy of this page if paying by deposit account)
DO	NOT USE THIS SPACE
9. Statement and signature.	
	g information is true and correct and any attached copy is a true copy of
the original document.	
16/0	100000
Lora A. Moffatt	1 HULL 198
Name of Person Signing	Signature Date
	Total number of pages comprising cover sheet
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Mail documents to be recorded with required cover s	heet information to:
Commissioner of Patents an	d Trademarks
Box Assignments Washington, D.C. 20231	# <b>#</b>
Public burden reporting for this sample cover sheet is	estimated to average 30 minutes per document
to be recorded, including time for reviewing the docu	
and reviewing the sample cover sheet. Send commer	nts regarding this burden estimate to the U.S. Patent
and Trademark Office, Office of Information Systems, PK2	-1000C, Washington, D.C. 20231, and to the Office of

TRADEMARK
REEL: 1775 FRAME: 0655

Management and Budget, Paperwork Reduction Project (0651-0011).

# US TRADEMARK SECURITY AGREEMENT FROM HARRY WINSTON, INC. to CITICORP USA, INC.

### TRADEMARK REGISTRATION NOS.

848,629

1,071,391

1,400,799

1,457,111

1,457,112

1,457,926

1,457,927

1,457,928

1,461,581

1,520,797

1,657,347

1,678,085

1,706,592

1,711,558

1,734,669

1,776,447

1,782,594

1,813,229

1,912,458

1,929,448

1,970,496

2,022,465

2,063,965

2,116,878

::ODMA\PCDOCS\NEWYORK\67344\1

TRADEMARK REEL: 1775 FRAME: 0658

### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of April 10, 1998, is entered into by and among HARRY WINSTON, INC., a New York corporation (with its successors and permitted assigns, the "Borrower"), and CITICORP USA, INC., in its capacity as agent (with its successors in such capacity, the "Agent") for the Lenders (as defined below) and the Issuing Banks (as defined below) under that certain Credit Agreement dated as of April 10, 1998 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Agent, the lenders from time to time party thereto (the "Lenders"), the issuing banks from time to time party thereto (the "Issuing Banks").

### WITNESSETH:

WHEREAS, the Borrower is a party to the Credit Agreement, pursuant to which the Lenders and the Issuing Banks have agreed, subject to certain conditions precedent, to make loans and other financial accommodations to the Borrower from time to time:

WHEREAS, the Borrower and the Agent are parties to that certain Security Agreement of even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Borrower has granted a security interest in certain of its assets to the Agent for the benefit of the Agent, the Lenders, the Issuing Banks and the other Holders; and

WHEREAS, in order to secure the prompt and complete payment, observance and performance of (i) all the Obligations and (ii) all the Borrower's obligations and liabilities hereunder and in connection herewith (all the Obligations and such obligations and liabilities hereunder being hereinafter referred to collectively as the "Liabilities"), the Agent, the Lenders and the Issuing Banks have required as a condition, among others, to entering into the Credit Agreement that the Borrower execute and deliver this Agreement;

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

TRADEMARK REEL: 1775 FRAME: 0659

### I. <u>Defined Terms</u>.

- (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 <u>vice versa</u>, unless otherwise specified.
- 1. <u>Incorporation of the Credit Agreement</u>. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
- 2. <u>Incorporation of Premises</u>. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.
- 3. <u>Security Interest in Trademarks</u>. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, the Borrower hereby grants to the Agent, for the benefit of the Agent, the Lenders, the Issuing Banks and the other Holders, a security interest in, 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, all of the Borrower's now owned or existing and hereafter acquired or arising:
  - (i) 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 (a) all renewals thereof, (b) 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, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith, and (e) 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 <u>clauses (a)-(e)</u> in this <u>paragraph 3(i)</u>, are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

- (ii) 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 <a href="Schedule B">Schedule B</a> 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").
- 4. 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 could 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 could reasonably be expected to have a Material Adverse Effect.
- New Trademarks and Licenses. The Borrower represents and warrants that, as of the Closing Date, to the best of its knowledge after reasonable inquiry, (a) the Trademarks listed on <u>Schedule A</u> 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 paragraph 3 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). 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 hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending 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 or to prepare this Agreement for filing with the Patent and Trademark Office and by amending Schedule B to include any trademark license agreements and service mark license agreements (A) to which the Borrower becomes a party, and (B) which are Trademarks or Licenses under paragraph 3 above or under this paragraph 5, and (ii) by filing, 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.

- 6. 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 paragraph 14 or pursuant to Section 7 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, the Lenders, the Issuing Banks or the other Holders to the Borrower.
- 7. Further Assignments and Security Interests. From and after the occurrence of a Default or 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 Borrower agrees (i) except as provided in Section 9.02 of the Credit Agreement, not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior

and express written consent of the Agent and (ii) to maintain the quality of such inventory as of the date hereof.

## 8. <u>Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest</u>.

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 Obligations have been paid in full in cash and the Credit Agreement has been 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.

- <u>Duties of the Borrower</u>. The Borrower shall have the duty, to the extent desirable in the normal conduct of the Borrower's business, to: (i) 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 (ii) make application for the registration of trademarks or service marks used or adopted by the Borrower. The Borrower further agrees (i) 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 (ii) 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, the Lenders or the Issuing Banks shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, none of the Agent, the Lenders or the Issuing Banks 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 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 Liabilities secured hereby.
- 10. The Agent's Right to Sue. From and after the occurrence 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 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 <u>paragraph 11</u> (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

- 11. <u>Waivers</u>. The Agent's failure, at any time or times hereafter, to require strict performance by the Borrower of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Borrower and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Borrower contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to the Borrower specifying such suspension or waiver.
- 12. <u>Severability</u>. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but 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 hereof, 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.
- 13. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in <u>paragraph 5</u> hereof or by a writing signed by the parties hereto.
- 14. 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, including, without limitation, from and after the occurrence 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 (i) 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, (ii)

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), (iii) 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 (iv) 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 Lenders or the Issuing 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 Obligations shall have been paid in full in cash and the Credit Agreement shall have been 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, the Lenders or the Issuing Banks 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 jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of 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 reasonably 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.

- 15. <u>Successors and Assigns</u>. This Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of each of the Agent, the Lenders and the Issuing Banks, 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; <u>provided</u>, <u>however</u>, that the Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.
- 16. <u>Governing Law</u>. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed in all respects in accordance with the laws and decisions of the State of New York.
- 17. <u>Notices</u>. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in <u>Section 14.08</u> of the Credit Agreement.
- 18. <u>Section Titles</u>. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.
- 19. <u>Execution in Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 20. <u>Consent to Jurisdiction and Service of Process</u>. The Borrower agrees that the terms of <u>Section 14.17</u> of the Credit Agreement with respect to consent to jurisdiction and service of process shall apply equally to this Agreement.
- 21. WAIVER OF JURY TRIAL. EACH OF THE BORROWER AND THE AGENT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE AGENT AND THE BORROWER 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. EITHER THE BORROWER OR THE AGENT MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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

HARRY WINSTON, INC.

By:

Name: Robert

Name: Robert Benvenuto Title: Unref francial and Operational Officer

Accepted and agreed to as of the day and year first above written.

CITIBANK USA, ING.

as Agent

tle: vice Prosident

STATE OF NEW YORK )

COUNTY OF NEW YORK )

On the On the day of April, 1998, before me personally came Brenda (otsen), to me known, who being by me duly sworn, did depose and say that he/she is a Via President of CITICORP USA, INC., the corporation described in and which accepted and agreed to the foregoing instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.

Notary Public

SHAMEEK C. SMITH
Notary Public, State of New York
No. 01SM5053587
Qualified in Kings County
Commission Expires Dec. 26, 1997

STATE	OF	)	
	<del></del>	)	SS
COUNTY	OF	)	

On the odd day of April, 1998, before me personally came Robert Bowerup, to me known, who being by me duly sworn, did depose and say that he/she is a Chief Transport HARRY WINSTON, INC., the corporation described in and which accepted and agreed to the foregoing instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.

Notary Public

SHAMEEK C. SMITH
Notary Public, State of New York
No. 01SM5053587
Qualified in Kings County
Commission Expires Dec. 26, 1991

### SCHEDULE A

TO

### TRADEMARK SECURITY AGREEMENT

Dated as of April 10, 1998

### Trademarks, etc., and Applications

See attached.

NYMAIN02: 243127\_2.WPD/3

P:SILVER-HWITM3.XLS

Company Owned Trademarks - 1998

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

COMMENTS				not allowed to use - per agreement with JVC	registration requested	registration requested	registration requested	registration requested	pending hearing-cancellation of previous issued trademark		
STATES											
TERM	01	10	10	10						10	
BAP. DATE	07/20/02	08/20/01	08/31/02	02/27/04						12/20/03	
DATE	07/21/92	08/20/91	09/01/92	02/28/94	05/24/94	5/24/94	05/24/94	05/24/94	10/03/90	12/21/93	86/11/90
INTL	14	14	14	21	6	14	6	21	21	14	
REGISTRA- TION#	1,701,673	1,654,296	1,711,558	2,622,483						1,813,229	838,305
COUNTRY	United States	United States	United States	Japan	Japan	Japan	Japan	Japan	Japan	United States	Canada
TRADEMARK	718	Design Only (718 Logo (Used By Itochu))	718 Seven Eighteen Collection (Logo & Design)	A Diamond Is For Always	Action	Action	Action Jewelry	Action Jewelry	Argyle	Castelani	Design Only (Champagne Glass Logo (Wine Glass on its Side))
OWNER	HWI	HWI	HWI	HWI	HWI	HWI	HWI	HWI	IM H T	IMH RAD	EMARK

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Company Owned Trademarks - 1998

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

COMMENTS				-							Process of renewal			
STATUS	in application	1		<i>;</i>										
TERM		. 10	10	20	20	28	10	10	10	20	20	10	17	20
EXP. DATE		10/12/04	09/16/01	08/16/17	60/91/10	7//25/05	07/31/02	10/23/99	02/14/08	02/21/99	86/11/80	05/29/06	01/09/02	03/04/99
DATE	06/13/95	10/12/94	16/11/60	08/16/97	01/17/89	Book pu 07/26/77	07/31/92	10/23/79	02/12/88	07/27/78	08/11/28	02/14/96	01/08/80	03/05/79
INTL	14	14	14	14	41	Book pu	14	14	14	14	14	21	14	14
REGISTRA TION#	310,447	489198	1,657,347	1,071,391	1,520,797	A882585	1,400,619	362033	1,449,892		360,283	1191754	205,154	878333
COUNTRY	Chile	Mexico	United States	United States	United States	United States	Argentina	Benelux	France	Israel	Italy	Japan	Portugal	Spain
TRADEMARK	Design Only (Champagne Glass Logo (Wine Glass on its Side))	Design Only (Champagne Glass Logo (Wine Glass on its Side))	Design Only (Champagne Glass Logo (Wine Glass on its Side))	Churchill	Churchill	Diamond Cutting Manual	Harry Winston	Harry Winston	Harry Winston	Harry Winston				
OWNER	HWI	HWI	HWI	HWI	HWI	HMI	IMH ≱	HMI	IMH	K HWI	IMH AR	IMH K	HWI	HWI

REEL: 1775 FRAME: 0672

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Company Owned Trademarks - 1998

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

COMMENTS						application in process-in appeal				Received a notice of allowance dated March 17, 98 from L. Suroff.		
STATES										pending		
TERM	01	20		. 10	01		01	20	10		10	10
BAR	11/15/97	09/21/07	11/81/10	05/18/08	04/11/07		10/24/05	10/61/01	05/30/03		02/28/02	11/30/04
DATE DSUBD	11/16/87	09/22/87	Nat'l 28 07/11/78		04/11/97	07/14/89	10/24/95	10/20/87	05/31/93	05/21/97	02/28/92	11/30/94
INT.	Nat'l 83	3	Nat'l 28	14	3	21	14	3	21	35	21	23
REGISTRA: TION #	383398	1,457,928	96,797-F	982,293	3279003		1,929,448	1,461,581	2540439	75/295,923	2384674	2700524
COUNTRY	Taiwan	United States	Venezuela	West Germany	Japan	Japan	United States	United States	Japan	United States	Japan	Japan
TRADEMARK	Harry Winston	Harry Winston	Harry Winston	Напту Winston	HW Logo In Circle Of Japan Harry Winston Of New York	HW Lozenge Logo	HW & Design	HW & Design	Jean Duvet	Jeweler To The Stars	Key Club Collection	Key Club Collection
OWNER	HWI	HWI	HWI	HWI	HWI	HWI	HWI	HWI T	IMH R	M ADEM	IMH ARK	HWI

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Company Owned Trademarks - 1998

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

COMMENTS	application in process-in publication		affidavit of use to be filed in 5th & 6th years	application in process	application in process		-						application in process
STATIS		·											pending
1500		10	10			10	10	10	10	10	10	20	
BAP		05/29/02	04/23/06			07/31/02	07/19/03	05/20/07	11/30/03	11/23/02	07/28/01	90//0//0	
DATE	12/24/91	05/29/92	04/23/96	10/03/90	06/20/01	07/31/92	07/20/93	05/20/97	08/31/93	11/24/92	07/29/91	98/80/L0	12/16/97
INTL	23	21	41	21	21	21	14	14	21	14	14	42	35
BEGISTRA- TION#		2414808	1,970,496			2432394	1,782,594	2,063,965	2,571,293	1,734,669	1,183,864	1,400,799	75/406880
COUNTRY	Japan	Japan	United States	Japan	Japan	Japan	United States	United States	Japan	United States	France	United States	United States
TRADEMARK	Key Club Collection - Logo	Club Collection Avenue, New	Luminosa	Manhattan Bride	Manhattan Holiday	Manhattanite	Northern Lights By Diamonds From Russia	Penhancer	Petit Salon	Petit Salon	Poesie	Rare Jewels Of The World	Rare Pearls of the World
OWNER	HŴI	HWI	HWI	HWI	HWI	HWI	HWI	HWI	HWI	IMH RAD	IMH	IMH 4AR	HWI

P:SILVER:HWITM3.XLS

Company Owned Trademarks - 1998

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

COMMENTS	Application currently being filed. Waiting on app. #, approval etc. Received copy of the filing receipt 3/9/98. Received copy of amended filing receipt, TDMK office had a typo in prior US reg. no. owned by HWI 3/30/98.	application in process	Application in process - 4/13/98. received from Nagashima & Ohno fax in connection w/app. for Red Diamond. Patent ofc. has issued final judgement to reject the reg. of TDMK. HW entitled to file a lawsuit to request overruling of ofc. decision.	
STATUS		in appeal		
TERM				10
EXP				05/31/03
DATE		10/02/90		05/31/93
INTL		21		21
PEGISTRA- TION#				2540440
COUNTRY	United States	Japan	Japan	Japan
TRADEMARK	Rare Pearls of the World	Red Diamond	Red Diamond	Rodeo Mile
OWNER		HWI	TRADEMARK	HWI

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PASIL VERMIWITM3, N.S.

Company Owned Trademarks - 1998

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

TRADEMARIK C Rodeo Mile Unit Seven Eighteen Can Collection	COUNTRY United States Canada	TION # 1,678,085 838,306	INT'IL 14 14	188 UED 03/03/92 03/04/97	03/02/02	10 10	STATES	COMMENTS Application pending for Canadian Trademark as per L.Suroff letter 12/9/97
United States	sa	1,706,592	14	08/11/92	08/10/02	01		
United States	S	1,912,458	14	08/15/95	08/15/05	10		
United States		2,116,878	14	11/25/97	11/25/07	01		
Japan		2537362	23	05/31/93	05/31/03	10		-
United States		1,776,447	14	26/51/90	06/14/03	10		
United States		2,022,465	14	12/10/96	12/10/36			
United States			42	08/57/80	08/28/09	20		
Argentina		1,402,710	14	08/31/92	08/31/02	10		
Benin		20231	14	05/24/80	05/24/00	20		
Benin		20231	14	05/24/80	05/24/00	20		
Brazil		1221	14	04/25/79	04/24/99	20		
Cameroon		20231	14	05/24/80	05/24/00	70		

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P:SILVER:HWITNI3.XLS

Company Owned Trademarks - 1998

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

COMMENTS													renewed-date filed: 4/25/97												
STATES	8														1		0		2		5	C	c	0	0
TERM	70	7	20	1	07		20	70	20	000	7	20		01		20	20	20	15	15	15	20	20	10	10
NA.P.	00/1/2/50	00/47/00	05/24/00	00110130	02/24/00		05/24/00	05/24/00	5/24/00	00/10/00	00/47/00	05/24/00	11/20/97	10/23/98	05/11/6	02/10/18	05/24/00	05/24/00	01/11/10	01/11/70	01/11/10	05/24/00	05/24/00	09/05/00	09/07/00
Taring.	<b>**</b>	03/54/60	05/24/80	00146	05/24/80		05/24/80	05/24/80	05/24/80	08/77/80	09/57/00	05/24/80	11/20/67	10/23/78	02/17/78	02/10/98	05/24/80	05/24/80	02/17/95	02/17/95	02/12/95	05/24/80	05/24/80	06/03/60	06/03/60
INTE		14	4		4		14	14	14	-	<del>1</del>	14	14	14	14	14	14	14	14	14	14	14	14	14	14
REGISTRA	T VICTOR	20,231	20231		20231		20231	18707	20231	1,000	16707	20231	T3,077			358458	20231	20231	12280/1497	12295/012	12280/1497	20231	20231	432009	432009
Summings	T WE WOOD	Cameron	Central African 2023		Central African	Rep.	Chad	Chad	Rep. Of Congo	-	Gabon	Gabon	Georgia	Iran	Israel	Italy	Ivory Coast	Ivory Coast	Liberia	Liberia	Liberia	Mauritania	Mauritania	Mexico	Mexico
THE COLUMN TO SERVICE STATES	KAUEMAKA	Winston	Winston		Winston		Winston	Winston	Winston		Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston
	NAME I	HMI	HWI		HWI		HWI	HWI	HWI		HWI	HWI	HWI	HWI		HWI	HWI	IMH	HWI	HWI	IMH	IMH	IMH	HMI	HWI

REEL: 1775 FRAME: 0677

Company Owned Trademarks - 1998

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

COMPLENTS																			
STATUS																Registered	Registered	Registered	Registered
TERM	01	20	20	10	20	20	41	14	10	01	20	20	20	20	20				
EXP	00/20/60	05/24/00	05/24/00	07/28/07	05/24/00	05/24/00	02/29/08	02/29/08	03/06/08	1/10/00	05/24/00	5/24/00	09/21/07	05/07/08	05/24/00				
DATE	06/03/60	05/24/80	05/24/80	07/28/77	5/24/80	05/24/80	07/19/94	7/19/94	11/13/87	Nat'l 44   07/11/90	08/24/80	05/24/80	09/22/87	05/07/88	05/24/80	09/15/87	09/23/87	09/15/87	07/05/67
INTL	14	14	14		14	14	14	14	14	Nat'l 44	14	14	3	41	14	3	3	3	14
REGISTRA. TION#	432009	20231	20231	TM5505	20231	20231	11286	11286	B78/1097	195920	20231	20231	1,457,927	848629	20231	1,457,112	1,457,926	1,457,111	24,740
COUNTRY	Mexico	Niger	Niger	Ohio	Senegal	Senegal	Sierra Leone	Sierra Leone	South Africa	South Korea	Togo	Togo	United States	United States	Upper Volta	United States	United States	United States	West Virginia
TRADEMARK	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	HW	НЖ	Ronald Winston	Winston						
OWNER	HWI	HWI	HWI	HWI	HWI	HWI	HWI	HWI	IMH	IMH AD	IMH EMA	IMH RK	HWI						

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P:SILVER-HWITM3.XLS

# P:SILVER/HWITNI3.XLS

# Company Owned Trademarks - 1998

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

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TRADEMARK REEL: 1775 FRAME: 0679

### SCHEDULE B

TO

### TRADEMARK SECURITY AGREEMENT

Dated as of April 10, 1998

### License Agreements

None

NYMAIN02: 243127\_2.WPD/4

### SCHEDULE A

TO

TRADEMARK LICENSE AGREEMENT

Dated as of April 10, 1998

### Trademarks

See attached.

NYMAIN02: 243127\_2.WPD/5

P:SILVERMIWITM3.XLS

Company Owned Trademarks - 1998

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

COMMENTS				not allowed to use - per agreement with JVC	registration requested	registration requested	registration requested	registration requested	pending hearing-cancellation of previous issued trademark		
STATES	01	01	10	10						01	
TERM											
DATE	07/20/02	08/20/01	08/31/02	02/27/04						12/20/03	
TO CALLED	07/21/92	16/02/80	09/01/92	02/28/94	05/24/94	5/24/94	05/24/94	05/24/94	10/03/90	12/21/93	06/11/98
INTL	14	14	14	21	6	14	6	21	21	4	
REGISTRA	1,701,673	1,654,296	1,711,558	2,622,483						1,813,229	838,305
COUNTRY	United States	United States	United States	Japan	Japan	Japan	Japan	Japan	Japan	United States	Canada
TRADEMARK	718	Design Only (718 Logo (Used By Itochu))	718 Seven Eighteen Collection (Logo & Design)	A Diamond Is For Always	Action	Action	Action Jewelry	Action Jewelry	Argyle	Castelani	Design Only (Champagne Glass Logo (Wine Glass on its Side))
OWNER	HWI	HWI	HWI	HWI	HWI	HWI	HMI	IMH	HWI	HWI	M H EMARK

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PASIL VER-HWITNI3.XLS

Page 2 of

Company Owned Trademarks - 1998

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

COMMENTS				-							renewal			
00											Process of renewal			
STATUS	in application			÷										
TURM			01	20	20	28	10	10	10	20	20	01	11	20
EXP. DATE		10/12/04	09/16/01	08/16/17	60/91/10	7//25/05	07/31/02	10/23/99	02/14/08	01/21/66	86/11/80	02/56/06	10/60/10	03/04/99
DATE	06/13/95	10/12/94	16/11/61	08/16/97	01/17/89	Book pu 07/26/77	07/31/92	10/23/79	02/15/88	07/27/78	08/11/78	02/14/96	08/80/10	03/05/79
INTL	14	4	14	14	41	Book pu	14	14	14	14	14	21	14	14
REGISTRA. TION #	310,447	489198	1,657,347	1,071,391	1,520,797	A882585	1,400,619	362033	1,449,892		360,283	1191754	205,154	878333
COUNTRY	Chile	Mexico	United States	United States	United States	United States	Argentina	Benelux	France	Israel	Italy	Japan	Portugal	Spain
TRADEMARK	Design Only (Champagne Glass Logo (Wine Glass on its Side))	Design Only (Champagne Glass Logo (Wine Glass on its Side))	Design Only (Champagne Glass Logo (Wine Glass on its Side))	Churchill	Churchill	Diamond Cutting Manual	Harry Winston	Harry Winston	Harry Winston	Harry Winston	Harry Winston	Harry Winston	Harry Winston	Harry Winston
OWNER	HWI	HWI	HWI	HWI	IMH	HWI -	IMH R	IMI	IMH E	IMH ∑	A.B.	IMH K	HWI	HWI

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Company Owned Trademarks - 1998

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

COMMENTS						application in process-in appeal				Received a notice of allowance dated March 17, 98 from L. Suroff.		
STATIS										pending		
TERM	10	20		10	10		01	20	10		10	10
0.000	11/15/97	09/21/07	01/18/11	05/18/08	04/11/07		10/24/05	10/19/01	05/30/03		02/28/02	11/30/04
	11/16/87	09/22/87	Nat'l 28   07/11/78		04/11/97	07/14/89	10/24/95	10/20/87	05/31/93	05/21/97	02/28/92	11/30/94
INTE	Nat'l 83	3	Nat'l 28	14	3	21	41	3	21	35	21	23
REGISTRA- TION#	383398	1,457,928	96,797-F	982,293	3279003		1,929,448	1,461,581	2540439	75/295,923	2384674	2700524
COUNTRY	Taiwan	United States	Venezuela	West Germany	Japan	Japan	United States	United States	Japan	United States	Japan	Japan
TRADEMARK	Harry Winston	Harry Winston	Harry Winston	Harry Winston	HW Logo In Circle Of Japan Harry Winston Of New York	HW Lozenge Logo	HW & Design	HW & Design	Jean Duvet	Jeweler To The Stars	Key Club Collection	Key Club Collection
OWNER	HWI	HWI	HWI	HWI	HWI	HWI	HWI	HWI	IMH ≥	IM M DEM	IMH ARK	HWI

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Company Owned Trademarks - 1998

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COMMENTS	application in process-in publication	·	affidavit of use to be filed in 5th & 6th years	application in process	application in process		-						application in process
STATES			0			0		0	0	0		0	pending
TERM		10	10			10	10	10	10	10	10	20	
EXP. DATE		05/29/02	04/23/06			07/31/02	07/19/03	05/20/07	11/30/03	11/23/02	01/28/01	90/L0/L0	
GREEK SALED	12/24/91	05/29/92	04/23/96	10/03/90	10/03/90	07/31/92	07/20/93	05/20/97	08/31/93	11/24/92	07/29/91	98/80/L0	12/16/97
ILL	23	21	14	17	21	21	14	14	21	14	14	42	35
REGISTRA- TION#		2414808	1,970,496			2432394	1,782,594	2,063,965	2,571,293	1,734,669	1,183,864	1,400,799	75/406880
COUNTRY	Japan	Japan	United States	Japan	Japan	Japan	United States	United States	Japan	United States	France	United States	United States
TRADEMARK	Key Club Collection - Logo	Key Club Collection Fifth Avenue, New York	Luminosa	Manhattan Bride	Manhattan Holiday	Manhattanite	Northern Lights By Diamonds From Russia	Penhancer	Petit Salon	Petit Salon	Poesie	Rare Jewels Of The World	Rare Pearls of the World
OWNER	HŴI	HWI	HWI	HWI	HWI	HWI	HWI	IWH	IMH T	IMH RAI	IMH E	IMH Mai	IWH K

P:SILVER/HWITNB.XLS

Page 5 of

# Company Owned Trademarks - 1998

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COMMENTS	Application currently being filed. Waiting on app. #, approval etc. Received copy of the filing receipt 3/9/98. Received copy of amended filing receipt, TDMK office had a typo in prior US reg. no. owned by HWI 3/30/98.	application in process	Application in process - 4/13/98. received from Nagashima & Ohno fax in connection w/app. for Red Diamond. Patent ofc. has issued final judgement to reject the reg. of TDMK. HW entitled to file a lawsuit to request overruling of ofc. decision.	
STATUS		in appeal		
TERM				10
EXP. DATE				05/31/03
DATE ISSUED		10/02/90	501-57-50	05/31/93
INTEL		21		21
REGISTRA- TION#				2540440
COUNTRY	United States	Japan	Japan	Japan
TRADEMARK	Rare Pearls of the World	Red Diamond	Red Diamond	Rodeo Mile
HANNO	HWI	HWI	TRADEMARK	HWI

TRADEMARK REEL: 1775 FRAME: 0686

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Company Owned Trademarks - 1998

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

COMMENTS		Application pending for Canadian Trademark as per L. Suroff letter 12/9/97				-								
STATIS														
TERM	10		10	10	10	10	01		20	10	20	20	20	20
EXP. DATE	03/05/05		08/10/02	08/15/05	11/25/07	05/31/03	06/14/03	12/10/36	08/28/00	08/31/05	05/24/00	05/24/00	04/24/99	05/24/00
DATE	03/03/92	03/04/97	08/11/92	56/51/80	11/25/97	05/31/93	06/15/93	12/10/96	08/57/80	08/31/92	05/24/80	05/24/80	04/25/79	05/24/80
INTE.	14	14	14	14	14	23	14	14	42	14	14	14	14	14
REGISTRA TION#	1,678,085	838,306	1,706,592	1,912,458	2,116,878	2537362	1,776,447	2,022,465	1,554,187	1,402,710	20231	20231	006921221	20231
COUNTRY	United States	Canada	United States	United States	United States	Japan	United States	United States	United States	Argentina	Benin	Benin	Brazil	Cameroon
TRADEMARK	Rodeo Mile	Seven Eighteen Collection	Seven Eighteen Collection	The A Cut	The Court Of Jewels	The Harry Winston Ultimate Timepiece	The Nursery Rhyme Collection	Winalloy	Wincentives	Winston	Winston	Winston	Winston	Winston
OWNER	HWI	HWI	HWI	HWI	HWI	HWI	HWI	IMH TR/	IWH DE	IMH 4	IMH AR	IWH K	HWI	HWI

REEL: 1775 FRAME: 0687

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Company Owned Trademarks - 1998

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

			10251020		PATE .	dxii		
OWNER	TRADEMARK	COUNTRY	#NOIL	INTL	ISSUED		TERM STATUS	COMMENTS
HWI	Winston	Cameron	20,231	14	05/24/80	05/24/00	20	
HWI	Winston	ral African	20231	14	05/24/80	05/24/00	20	
		Rep.						
HWI	Winston	Central African	20231	14	05/24/80	05/24/00	20	
		Rep.						
HWI	Winston	Chad	20231	14	05/24/80	05/24/00	20	
HWI	Winston	Chad	20231	14	05/24/80	05/24/00	20	
HWI	Winston	Rep. Of Congo	20231	14	05/24/80	5/24/00	20	
HWI	Winston	Gabon	20231	14	05/24/80	05/24/00	20	
HWI	Winston	Gabon	20231	14	05/24/80	05/24/00	20	
HWI	Winston	Georgia	T3,077	14	11/20/67	11/20/97	- · · · · ·	renewed-date filed: 4/25/97
								-
HWI	Winston	Iran		14	10/23/78	10/23/98	10	
HWI	Winston	Israel		14	02/17/78	05/11/6	7	
HWI	Winston	Italy	358458	14	02/10/98	02/10/18	20	
HWI	Winston	Ivory Coast	20231	14	05/24/80	05/24/00	20	
HWI	Winston	Ivory Coast	20231	14	05/24/80	05/24/00	20	
HWI	Winston	Liberia	12280/1497	14	02/12/95	02/11/10	15	
HWI	Winston	Liberia	12295/012	14	02/17/95	07/11/10	15	
HWI	Winston	Liberia	12280/1497	14	02/12/95	07/11/10	15	
HWI	Winston	Mauritania	20231	14	05/24/80	05/24/00	20	
HWI	Winston	Mauritania	20231	14	05/24/80	05/24/00	20	
HWI	Winston	Mexico	432009	14	06/20/60	09/05/00	10	
HWI	Winston	Mexico	432009	14	06/03/60	00/05/00	01	

Company Owned Trademarks - 1998

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

COMMENTS												-							
SITYLIS																Registered	Registered	Registered	Registered
TERM	10	20	20	10	20	20	14	14	10	10	20	20	20	20	20				
EAP. DATE	09/07/00	05/24/00	05/24/00	01/28/01	05/24/00	05/24/00	02/29/08	02/29/08	03/06/08	7/10/00	05/24/00	5/24/00	09/21/02	05/07/08	05/24/00				
******************	06/20/60	05/24/80	05/24/80	07/28/77	5/24/80	05/24/80	07/19/94	7/19/94	11/13/87	Nat'l 44   07/11/90	05/24/80	05/24/80	09/22/87	05/07/88	05/24/80	09/15/87	09/23/87	18/51/60	07/05/67
IML	14	14	14		14	14	14	14	14	Nat'l 44	14	14	3	14	14	3	3	3	14
REGISTRA: TION#	432009	20231	20231	TM5505	20231	20231	11286	11286	B78/1097	195920	20231	20231	1,457,927	848629	20231	1,457,112	1,457,926	1,457,111	24,740
COUNTRY	Mexico	Niger	Niger	Ohio	Senegal	Senegal	Sierra Leone	Sierra Leone	South Africa	South Korea	Togo	Togo	United States	United States	Upper Volta	United States	United States	United States	West Virginia
TRADEMARK	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	Winston	МН	МН	Ronald Winston	Winston
OWNER	HWI	HWI	HWI	HWI	HWI	HWI	HWI	HWI	IMH [	imh Rad	IMH EMZ	IMH ARK	HWI						

Where indicated in the Comments column, Harry Winston, Inc. may not be the owner of the listed trademark or Harry Winston, Inc.'s ownership of the listed trademark may be limited as indicated. Additionally, this schedule may contain expired trademarks.

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