

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

TRADEMARK REGISTRATION NOS.

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TRADEMARK
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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").

W I T N E S S E T H:

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:

I. Defined Terms.

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

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

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

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

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

3. Security Interest in Trademarks. 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 clauses (a)-(e) in this paragraph 3(i), 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 Schedule B attached hereto and made a part hereof, in each case to the extent assignable without violation thereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

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.

5. 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 Schedule A include all of the registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by the Borrower, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which the Borrower is the licensee or licensor and which are material individually or in the aggregate to the operation of the business of the Borrower and (c) other than the rights of any party to the Licenses with respect to the Trademarks, no liens, claims or security interests in such Trademarks and Licenses have been granted by the Borrower to any Person other than the Agent. If, prior to the termination of this Agreement, the Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks,

registered service marks, service mark applications, service mark licenses or service mark license renewals, whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of 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). The Borrower shall give to the Agent written notice, to the best of its knowledge after reasonable inquiry, of events described in clauses (i), (ii) and (iii) of the preceding sentence not less frequently than on an annual basis. The Borrower 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. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest.

This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the 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.

9. Duties of the Borrower. 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 paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

11. Waivers. 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. Severability. 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. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 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 Banks. 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. Successors and Assigns. 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; provided, however, that the Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

16. Governing Law. 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. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 14.08 of the Credit Agreement.

18. Section Titles. 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. Execution in Counterparts. 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. Consent to Jurisdiction and Service of Process. The Borrower agrees that the terms of Section 14.17 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.

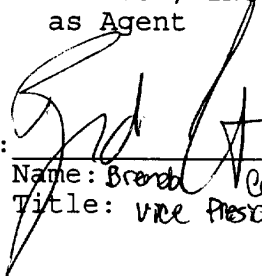
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HARRY WINSTON, INC.

By: 
Name: Robert Benvenuto
Title: Chief Financial and Operational Officer

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

CITIBANK USA, INC.
as Agent

By: 
Name: Brenda Colson
Title: Vice President

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On the 10th day of April, 1998, before me personally came Brenda Cotson, to me known, who being by me duly sworn, did depose and say that he/she is a Vice 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, 1999/99

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

Dated as of April 10, 1998

Trademarks, etc., and Applications

See attached.

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.

OWNER	TRADEMARK	COUNTRY	REGISTRATION #	INTPL	DATE ISSUED	EXP. DATE	TERM	STATUS	COMMENTS
HWI	718	United States	1,701,673	14	07/21/92	07/20/02	10		
HWI	Design Only (718 Logo (Used By Itochu))	United States	1,654,296	14	08/20/91	08/20/01	10		
HWI	718 Seven Eighteen Collection (Logo & Design)	United States	1,711,558	14	09/01/92	08/31/02	10		
HWI	A Diamond Is For Always	Japan	2,622,483	21	02/28/94	02/27/04	10		not allowed to use - per agreement with JVC
HWI	Action	Japan		9	05/24/94				registration requested
HWI	Action	Japan		14	5/24/94				registration requested
HWI	Action Jewelry	Japan		9	05/24/94				registration requested
HWI	Action Jewelry	Japan		21	05/24/94				registration requested
HWI	Argyle	Japan		21	10/03/90				pending hearing-cancellation of previous issued trademark
HWI	Castelani	United States	1,813,229	14	12/21/93	12/20/03	10		
HWI	Design Only (Champagne Glass Logo (Wine Glass on its Side))	Canada	838,305		06/11/98				

TRADEMARK

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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.

OWNER	TRADEMARK	COUNTRY	REGISTRATION #	INT'L	DATE ISSUED	EXP. DATE	TERM	STATUS	COMMENTS
HWI	Design Only (Champagne Glass Logo (Wine Glass on its Side))	Chile	310,447	14	06/13/95			in application	
HWI	Design Only (Champagne Glass Logo (Wine Glass on its Side))	Mexico	489198	14	10/12/94	10/12/04	10		
HWI	Design Only (Champagne Glass Logo (Wine Glass on its Side))	United States	1,657,347	14	09/17/91	09/16/01	10		
HWI	Churchill	United States	1,071,391	14	08/16/97	08/16/17	20		
HWI	Churchill	United States	1,520,797	14	01/17/89	01/16/09	20		
HWI	Diamond Cutting Manual	United States	A882585	Book pu	07/26/77	7/25/05	28		
HWI	Harry Winston	Argentina	1,400,619	14	07/31/92	07/31/02	10		
HWI	Harry Winston	Benelux	362033	14	10/23/79	10/23/99	10		
HWI	Harry Winston	France	1,449,892	14	02/15/88	02/14/08	10		
HWI	Harry Winston	Israel		14	07/27/78	07/21/99	20		
HWI	Harry Winston	Italy	360,283	14	08/11/78	08/11/98	20		Process of renewal
HWI	Harry Winston	Japan	1191754	21	02/14/96	05/29/06	10		
HWI	Harry Winston	Portugal	205,154	14	01/08/80	01/09/07	17		
HWI	Harry Winston	Spain	878333	14	03/05/79	03/04/99	20		

TRADEMARK

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Company Owned Trademarks - 1998

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

TRADEMARK

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Company Owned Trademarks - 1998

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OWNER	TRADEMARK	COUNTRY	REGISTRATION #	INTL	DATE ISSUED	EXP. DATE	TERM	STATUS	COMMENTS
HWI	Key Club Collection - Logo	Japan		23	12/24/91				application in process-in publication
HWI	Key Club Collection Fifth Avenue, New York	Japan	2414808	21	05/29/92	05/29/02	10		
HWI	Luminosa	United States	1,970,496	14	04/23/96	04/23/06	10		affidavit of use to be filed in 5th & 6th years
HWI	Manhattan Bride	Japan		21	10/03/90				application in process
HWI	Manhattan Holiday	Japan		21	10/03/90				application in process
HWI	Manhattanite	Japan	2432394	21	07/31/92	07/31/02	10		
HWI	Northern Lights By Diamonds From Russia	United States	1,782,594	14	07/20/93	07/19/03	10		
HWI	Penhancer	United States	2,063,965	14	05/20/97	05/20/07	10		
HWI	Petit Salon	Japan	2,571,293	21	08/31/93	11/30/03	10		
HWI	Petit Salon	United States	1,734,669	14	11/24/92	11/23/02	10		
HWI	Poesie	France	1,183,864	14	07/29/91	07/28/01	10		
HWI	Rare Jewels Of The World	United States	1,400,799	42	07/08/86	07/07/06	20		
HWI	Rare Pearls of the World	United States	75/406880	35	12/16/97			pending	application in process

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.

OWNER	TRADEMARK	COUNTRY	REGISTRATION #	INTEL	DATE ISSUED	EXP. DATE	TERM	STATUS	COMMENTS
HWI	Rare Pearls of the World	United States							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.
HWI	Red Diamond	Japan		21	10/05/90			in appeal	application in process
HWI	Red Diamond	Japan							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.
HWI	Rodeo Mile	Japan	2540440	21	05/31/93	05/31/03	10		

TRADEMARK

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Company Owned Trademarks - 1998

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OWNER	TRADEMARK	COUNTRY	REGISTRATION #	INTL.	DATE ISSUED	EXP. DATE	TERM	STATUS	COMMENTS
HWI	Rodeo Mile	United States	1,678,085	14	03/03/92	03/02/02	10		
HWI	Seven Eighteen Collection	Canada	838,306	14	03/04/97				Application pending for Canadian Trademark as per L.Suroff letter 12/9/97
HWI	Seven Eighteen Collection	United States	1,706,592	14	08/11/92	08/10/02	10		
HWI	The A Cut	United States	1,912,458	14	08/15/95	08/15/05	10		
HWI	The Court Of Jewels	United States	2,116,878	14	11/25/97	11/25/07	10		
HWI	The Harry Winston Ultimate Timepiece	Japan	2537362	23	05/31/93	05/31/03	10		
HWI	The Nursery Rhyme Collection	United States	1,776,447	14	06/15/93	06/14/03	10		
HWI	Winalloy	United States	2,022,465	14	12/10/96	12/10/36			
HWI	Wincentives	United States	1,554,187	42	08/29/89	08/28/09	20		
HWI	Winston	Argentina	1,402,710	14	08/31/92	08/31/02	10		
HWI	Winston	Benin	20231	14	05/24/80	05/24/00	20		
HWI	Winston	Benin	20231	14	05/24/80	05/24/00	20		
HWI	Winston	Brazil	006921221	14	04/25/79	04/24/99	20		
HWI	Winston	Cameroon	20231	14	05/24/80	05/24/00	20		

TRADEMARK

REEL: 1775 FRAME: 0676

Company Owned Trademarks - 1998

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OWNER	TRADEMARK	COUNTRY	REGISTRATION #	INTL.	DATE ISSUED	EXP. DATE	TERM	STATUS	COMMENTS
HWI	Winston	Cameron	20,231	14	05/24/80	05/24/00	20		
HWI	Winston	Central African Rep.	20231	14	05/24/80	05/24/00	20		
HWI	Winston	Central African Rep.	20231	14	05/24/80	05/24/00	20		
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	02/17/99	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	02/12/95	02/11/10	15		
HWI	Winston	Liberia	12280/1497	14	02/12/95	02/11/10	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	09/03/90	09/02/00	10		
HWI	Winston	Mexico	432009	14	09/03/90	09/02/00	10		

Company Owned Trademarks - 1998

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

TRADEMARK

REEL: 1775 FRAME: 0678

Company Owned Trademarks - 1998

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OWNER	TRADEMARK	COUNTRY	REGISTRATION #	INTL	DATE ISSUED	EXP. DATE	TERM	STATUS	COMMENTS
HWI	Winston	Vermont	4,239	14	07/07/67			Renewed	
HWI	Winston	Rhode Island	7,771	14	07/06/67			Renewed	
HWI	Winston	Nebraska	9,268	14	09/05/67			Renewed	

SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT

Dated as of April 10, 1998

License Agreements

None

SCHEDULE A
TO
TRADEMARK LICENSE AGREEMENT

Dated as of April 10, 1998

Trademarks

See attached.

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.

OWNER	TRADEMARK	COUNTRY	REGISTRATION #	INTL	DATE ISSUED	EXP. DATE	TERM	STATUS	COMMENTS
HWI	718	United States	1,701,673	14	07/21/92	07/20/02	10		
HWI	Design Only (718 Logo (Used By Itochu))	United States	1,654,296	14	08/20/91	08/20/01	10		
HWI	718 Seven Eighteen Collection (Logo & Design)	United States	1,711,558	14	09/01/92	08/31/02	10		
HWI	A Diamond Is For Always	Japan	2,622,483	21	02/28/94	02/27/04	10		not allowed to use - per agreement with JVC
HWI	Action	Japan		9	05/24/94				registration requested
HWI	Action	Japan		14	5/24/94				registration requested
HWI	Action Jewelry	Japan		9	05/24/94				registration requested
HWI	Action Jewelry	Japan		21	05/24/94				registration requested
HWI	Argyle	Japan		21	10/03/90				pending hearing-cancellation of previous issued trademark
HWI	Castelani	United States	1,813,229	14	12/21/93	12/20/03	10		
HWI	Design Only (Champagne Glass Logo (Wine Glass on its Side))	Canada	838,305		06/11/98				

TRADEMARK

Company Owned Trademarks - 1998

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OWNER	TRADEMARK	COUNTRY	REGISTRATION #	INTEL. INFL.	DATE ISSUED	EXP. DATE	TERM	STATUS	COMMENTS
HWI	Design Only (Champagne Glass Logo (Wine Glass on its Side))	Chile	310,447	14	06/13/95			in application	
HWI	Design Only (Champagne Glass Logo (Wine Glass on its Side))	Mexico	489198	14	10/12/94	10/12/04	10		
HWI	Design Only (Champagne Glass Logo (Wine Glass on its Side))	United States	1,657,347	14	09/17/91	09/16/01	10		
HWI	Churchill	United States	1,071,391	14	08/16/97	08/16/17	20		
HWI	Churchill	United States	1,520,797	14	01/17/89	01/16/09	20		
HWI	Diamond Cutting Manual	United States	A882585	Book pu	07/26/77	7/25/05	28		
HWI	Harry Winston	Argentina	1,400,619	14	07/31/92	07/31/02	10		
HWI	Harry Winston	Benelux	362033	14	10/23/79	10/23/99	10		
HWI	Harry Winston	France	1,449,892	14	02/15/88	02/14/08	10		
HWI	Harry Winston	Israel		14	07/27/78	07/21/99	20		
HWI	Harry Winston	Italy	360,283	14	08/11/78	08/11/98	20		Process of renewal
HWI	Harry Winston	Japan	1191754	21	02/14/96	05/29/06	10		
HWI	Harry Winston	Portugal	205,154	14	01/08/80	01/09/07	17		
HWI	Harry Winston	Spain	878333	14	03/05/79	03/04/99	20		

TRADEMARK

REEL: 1775 FRAME: 0683

Company Owned Trademarks - 1998

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

TRADEMARK

Company Owned Trademarks - 1998

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OWNER	TRADEMARK	COUNTRY	REGISTRATION #	INTEL	DATE ISSUED	EXP. DATE	TERM	STATUS	COMMENTS
HWI	Key Club Collection - Logo	Japan		23	12/24/91				application in process-in publication
HWI	Key Club Collection Fifth Avenue, New York	Japan	2414808	21	05/29/92	05/29/02	10		
HWI	Luminosa	United States	1,970,496	14	04/23/96	04/23/06	10		affidavit of use to be filed in 5th & 6th years
HWI	Manhattan Bride	Japan		21	10/03/90				application in process
HWI	Manhattan Holiday	Japan		21	10/03/90				application in process
HWI	Manhattanite	Japan	2432394	21	07/31/92	07/31/02	10		
HWI	Northern Lights By Diamonds From Russia	United States	1,782,594	14	07/20/93	07/19/03	10		
HWI	Penhancer	United States	2,063,965	14	05/20/97	05/20/07	10		
HWI	Petit Salon	Japan	2,571,293	21	08/31/93	11/30/03	10		
HWI	Petit Salon	United States	1,734,669	14	11/24/92	11/23/02	10		
HWI	Poesie	France	1,183,864	14	07/29/91	07/28/01	10		
HWI	Rare Jewels Of The World	United States	1,400,799	42	07/08/86	07/07/06	20		
HWI	Rare Pearls of the World	United States	75/406880	35	12/16/97			pending	application in process

Company Owned Trademarks - 1998

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OWNER	TRADEMARK	COUNTRY	REGISTRATION #	INTEL	DATE ISSUED	EXP. DATE	TERM	STATUS	COMMENTS
HWI	Rare Pearls of the World	United States							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.
HWI	Red Diamond	Japan		21	10/05/90			in appeal	application in process
HWI	Red Diamond	Japan							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.
HWI	Rodeo Mile	Japan	2540440	21	05/31/93	05/31/03	10		

TRADEMARK

REEL: 1775 FRAME: 0686

Company Owned Trademarks - 1998

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OWNER	TRADEMARK	COUNTRY	REGISTRATION #	INTL	DATE ISSUED	EXP. DATE	TERM	STATUS	COMMENTS
HWI	Rodeo Mile	United States	1,678,085	14	03/03/92	03/02/02	10		
HWI	Seven Eighteen Collection	Canada	838,306	14	03/04/97				Application pending for Canadian Trademark as per L.Suroff letter 12/9/97
HWI	Seven Eighteen Collection	United States	1,706,592	14	08/11/92	08/10/02	10		
HWI	The A Cut	United States	1,912,458	14	08/15/95	08/15/05	10		
HWI	The Court Of Jewels	United States	2,116,878	14	11/25/97	11/25/07	10		
HWI	The Harry Winston Ultimate Timepiece	Japan	2537362	23	05/31/93	05/31/03	10		
HWI	The Nursery Rhyme Collection	United States	1,776,447	14	06/15/93	06/14/03	10		
HWI	Winalloy	United States	2,022,465	14	12/10/96	12/10/36			
HWI	Wincentives	United States	1,554,187	42	08/29/89	08/28/09	20		
HWI	Winston	Argentina	1,402,710	14	08/31/92	08/31/02	10		
HWI	Winston	Benin	20231	14	05/24/80	05/24/00	20		
HWI	Winston	Benin	20231	14	05/24/80	05/24/00	20		
HWI	Winston	Brazil	006921221	14	04/25/79	04/24/99	20		
HWI	Winston	Cameroon	20231	14	05/24/80	05/24/00	20		

Company Owned Trademarks - 1998

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OWNER	TRADEMARK	COUNTRY	REGISTRATION #	INTL.	DATE ISSUED	EXP. DATE	TERM	STATUS	COMMENTS
HWI	Winston	Cameron	20,231	14	05/24/80	05/24/00	20		
HWI	Winston	Central African Rep.	20231	14	05/24/80	05/24/00	20		
HWI	Winston	Central African Rep.	20231	14	05/24/80	05/24/00	20		
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	02/17/99	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	02/12/95	02/11/10	15		
HWI	Winston	Liberia	12280/1497	14	02/12/95	02/11/10	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	09/03/90	09/02/00	10		
HWI	Winston	Mexico	432009	14	09/03/90	09/02/00	10		

TRADEMARK

Company Owned Trademarks - 1998

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

TRADEMARK

Company Owned Trademarks - 1998

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OWNER	TRADEMARK	COUNTRY	REGISTRATION #	INT'L	DATE ISSUED	EXP. DATE	TERM	STATUS	COMMENTS
HWI	Winston	Vermont	4,239	14	07/07/67			Renewed	
HWI	Winston	Rhode Island	7,771	14	07/06/67			Renewed	
HWI	Winston	Nebraska	9,268	14	09/05/67			Renewed	