

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT  
TO SECTION 13 OR 15(D) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): February 11, 2019

**XCEL BRANDS, INC.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**

(State or Other Jurisdiction of Incorporation)

**001-37527**

(Commission File Number)

**76-0307819**

(IRS Employer Identification No.)

1333 Broadway, New York, NY  
(Address of Principal Executive Offices)

10018  
(Zip Code)

(347) 727-2474

(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01 Entry into a Material Definitive Agreement.**

On February 12, 2019 (the “Closing Date”), XCel Brands, Inc. (“XCel” or the “Company”) consummated an acquisition pursuant to the Asset Purchase Agreement (the “Agreement”) by and among the Company and H Licensing, LLC, (“H Licensing”) a wholly-owned subsidiary of XCel (together, the “Buyers”), and The H Company IP, LLC (the “Seller”), a wholly-owned subsidiary of House of Halston LLC (“Parent”) pursuant to which the Buyers have acquired the trademarks for the Halston brand, the Halston Heritage Brand and Roy Frowick brand and certain other assets of the Seller and other intellectual property rights. Benjamin Malka is a director of the Company, [is a 25% of Parent and Chief Executive Officer of Parent.]

Pursuant to the Agreement, at closing, the Company delivered to the Seller and its designees an aggregate of \$8,350,000 in cash. In addition, Xcel agreed to issue to a designee of Seller 777,778 shares of the Company’s common stock (the “XCel Shares”), subject to the designee executing a voting agreement and a lock-up agreement relating to the Xcel Shares and a consent and waiver agreement each in from satisfactory to Xcel within three months from the date of the Agreement. In the event such agreements are not executed and delivered o Xcel, the Xcel shares shall be forfeited. In addition to the closing considerations, the Seller will be eligible to earn up to an aggregate of \$6,000,000 (the “Earn-Out Value”) through December 31, 2022 based on Excess Net Royalties. “Excess Net Royalties” during any calendar year for 2019 through 2022 (each, a “Royalty Target Year”) is equal to (a) the positive amount, if any, of the Net Royalties as calculated for such Royalty Target Year, less the greater of (i) One Million Five Hundred Dollars (\$1,500,000), or (ii) the maximum Net Royalties for any previous Royalty Target Year. “Applicable Percentage” means (a) 50% of the first \$10,000,000 of Excess Net Royalties during the Earn-Out Period, (b) 20% of aggregate Excess Net Royalties during the Earn-Out Period greater than \$10,000,000 and up to \$15,000,000 and (c) 0% of aggregate Excess Net Royalties during the Earn-Out Period in excess of \$15,000,000. The Earn-Out Consideration shall be payable in cash or of common stock of XCel Shares (the “Earn-Out Shares”) at the Seller’s option); provided, however, that if the number of Earn-Out Shares, when combined with the number of XCel Shares issued at the closing, will exceed 4.99% of the aggregate number of shares of XCel common stock outstanding as of the Closing Date (calculated in accordance with Nasdaq Rule 5635(a)) (the “XCel Share Limit”), then the Buyer may, in its sole and unfettered discretion, elect to (x) pay cash for the Earn-Out Value attributable to the Earn-Out Shares that would exceed the XCel Share Limit; (y) solicit stockholder approval for the issuance of Earn-Out Shares in excess of the XCel Share Limit in accordance with Nasdaq Rule 5635(a)(2) and, if such stockholder approval is obtained, issue such Earn-Out Shares to the Seller; or (z) solicit stockholder approval for the issuance of Shares in excess of the XCel Share Limit in accordance with Nasdaq Rule 5635(a)(2) and, if such stockholder approval is obtained, pay the applicable Earn-Out Consideration with a combination of cash and Earn-Out Shares.

Pursuant to a voting agreement entered into on the Closing Date (the “Voting Agreement”), the Seller and Parent each appointed Robert J. D’Loren, Chief Executive Officer, President and Chairman of the Board of XCel, as its irrevocable proxy and attorney-in-fact with respect to the XCel Shares and/or Earn-Out/Shares. As proxy holder, Mr. D’Loren, shall vote in favor of matters recommended or approved by the board of directors.

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Pursuant to a lock-up agreement contemplated by the Purchase Agreement and entered into on the Closing Date, the Seller agreed as to the XCel Shares and Earn-Out Shares (together with the XCel Shares, the “Lock-up Shares”), that during the twelve (12) months from the Closing Date or the issuance of the Earn-Out Shares, as applicable (the “Lock-up Period”), the Seller may not, subject to certain exceptions, offer, sell, pledge, hypothecate, grant an option for sale or otherwise dispose of, or transfer or grant (collectively, “Transfer”) any rights with respect to, any of the Lock-up Shares. Upon the expiration of the Lock-Up Period as applicable to the XCel Shares or Earn-Out Shares, the foregoing restrictions on Transfer shall lapse with respect to 25% of the applicable Lock-up Shares. Additionally, on the first day of each of the first three consecutive three (3) month periods following the end of the Lock-up Period, the restrictions on Transfer shall lapse with respect to an additional 25% of the applicable Lock-up Shares. The Company has agreed to file a registration statement covering the applicable Lock-up Shares and use commercially reasonable efforts to cause the registration statement to become effective within sixty (60) days after the expiration of the Lock-up Period and remain effective for specified time periods.

See Item 2.03 for information regarding the [Term Loan] (defined below).

**Item 2.01 Completion of Acquisition or Disposition of Assets.**

See Item 1.01 for information regarding the Agreement and the transactions contemplated thereby.

**Item 2.03 Creation of a Direct Financial Obligation or Obligation Under an Off-balance Sale Arrangement of a Registrant.**

On February 11, 2019, Xcel, as Borrower, and its wholly-owned subsidiaries, IM Brands, LLC (“IM Brands”), JR Licensing, LLC (“JR Licensing”), H Licensing, LLC (“H Licensing”), C Wonder Licensing, LLC (“C Wonder Licensing”), Xcel Design Group, LLC (“Xcel Design Group”), Judith Ripka Fine Jewelry, LLC (“Judith Ripka”), H Licensing, and Xcel-CT MFG, LLC, as Guarantors (each a “Guarantor” and collectively, the “Guarantors”), entered into a Second Amended and Restated Loan and Security Agreement (the “Loan Agreement”) with Bank Hapoalim, B.M. (the “Bank”), as agent (the “Agent”), and the financial institutions party thereto as lenders (the “Lenders”). The Loan Agreement amended and restated the Amended and Restated Loan and Security Agreement dated as of February 26, 2016, as amended, among IM Brands, JR Licensing, H Licensing, C Wonder Licensing, Xcel Design Group, IMNY Retail Management, LLC, Judith Ripka (f/k/a IMNY E-Store, USA, LLC) and the Bank (the “Existing Loan Agreement”). Immediately prior to the Closing Date, the aggregate principal amount of the term loan extended under the Existing Loan Agreement was \$15,500,000. Pursuant to the Loan Agreement, the Lenders have extended to Xcel an additional term loan in the amount of \$7,500,000, such that, as of the Closing Date, the aggregate outstanding balance of all the term loans extended by the Lenders to Xcel under the Loan Agreement was \$22,000,000, which amount has been divided under the Loan Agreement into two term loans: (1) a term loan in the amount of \$7,250,000 (“Term Loan A”) and (2) a term loan in the amount of \$14,750,000 (“Term Loan B” and, together with Term Loan A, the “Term Loans”). The proceeds of the additional term loan extended on the Closing Date were used to finance the acquisition described in Item 1.01.

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Upon entering into the Loan Agreement, Xcel paid an upfront fee in the amount of \$91,250 to the Agent for the benefit of each Lender having a term loan commitment.

The Loan Agreement also contemplates that the Lenders will provide to Xcel a revolving loan facility and a letter of credit facility, the terms of each of which shall be agreed to by Xcel and the Lenders. Amounts advanced under the revolving loan facility (the "Revolving Loans") will be used for (1) the purpose of consummating acquisitions by Xcel or its subsidiaries that are or become parties to the Loan Agreement and (2) working capital purposes. Xcel will have the right to convert Revolving Loans to incremental term loans (the "Incremental Term Loans") in minimum amounts of \$5,000,000.

The Term Loans mature on December 31, 2023; Incremental Term Loans shall mature on the date set forth in the applicable term note; and Revolving Loans and the letter of credit facility shall mature on such date as agreed upon by Xcel and the Lenders. Any letter of credit issued under the Loan Agreement shall terminate no later than one year following the date of issuance thereof. Principal on the Term Loan A shall be payable in quarterly installments on each of March 31, June 30, September 30 and December 31 as follows:

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<b>Period</b>	<b>Amount</b>
June 30, 2019-September 30, 2020	\$ 1,000,000
December 31, 2020-	\$ 1,250,000

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Principal on the Term Loan B shall be payable in quarterly installments on each of March 31, June 30, September 30 and December 31 as follows:

<b>Period</b>	<b>Amount</b>
March 31, 2020 – September 30, 2020	\$ 250,000
March 31, 2021 – December 31, 2022	\$ 1,125,000
March 31, 2023 – December 31, 2023	\$ 1,250,000

Xcel shall have the right to prepay the Term Loans, Incremental Term Loans, Revolving Loans and obligations with respect to letters of credit and accrued and unpaid interest therein and to terminate the Lenders' obligations to make Revolving Loans and issue letters of credit; provided that any prepayment of less than all of the outstanding balances of Term Loans and Incremental Term Loans shall be applied to the remaining amounts due in inverse order of maturity.

If any Term Loan or any Incremental Term Loan is prepaid on or prior to the third anniversary of the Closing Date (including as a result of an event of default), Xcel shall pay an early termination fee as follows: an amount equal to the principal amount outstanding under such Term Loan or Incremental Term Loan, as applicable, on the date of prepayment, multiplied by: (i) two percent (2.00%) if any of Term Loan B or any Incremental Term Loan is prepaid on or before the second anniversary of the later of the Closing Date or the date such Incremental Term Loan was made, as applicable; (ii) one percent (1.00%) if any of Term Loan A is prepaid on or before the second anniversary of the Closing Date; (iii) one percent (1.00%) if any of Term Loan B or any Incremental Term Loan is prepaid after the second anniversary of the later of the Closing Date or such Incremental Term Loan was made, as applicable, but on or before the third anniversary of such date; (iv) one half of one percent (0.50%) if any of Term Loan A is prepaid after the second anniversary of the Closing Date, but on or before the third anniversary of such date; or (v) zero percent (0.00%), if any Term Loan or any Incremental Term Loan is prepaid after the third anniversary of the later of the Closing Date or the date such Incremental Term Loan was made, as applicable.

Commencing with the fiscal year ending December 31, 2017, Xcel is required to repay a portion of the Term Loan in amount equal to 10% of the excess cash flow for the fiscal year; provided that no early termination fee shall be payable with respect to any such payment. Excess cash flow means, for any period, cash flow from operations (before certain permitted distributions) less (i) capital expenditures not made through the incurrence of indebtedness, (ii) all cash principal paid or payable during such period and (iii) all dividends declared and paid (or which could have been declared and paid) during such period to equity holders of any credit party treated as a disregarded entity for tax purposes.

Xcel's obligations under the Loan Agreement are guaranteed by the Guarantors and secured by all of the assets of Xcel and the Guarantors (as well as any subsidiary formed or acquired that becomes a credit party to the Loan Agreement) and, subject to certain limitations contained in the Loan Agreement, equity interests of the Guarantors (as well as any subsidiary formed or acquired that becomes a credit party to the Loan Agreement).

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Xcel also granted the Lenders a right of first offer to finance any acquisition for which the consideration therefore will be paid other than by cash of Xcel or by the issuance of equity interest of Xcel.

Interest on the Term Loan A accrues at a fixed rate of 5.1% per annum and is payable on each day on which the scheduled principal payments on the Term Loan A are required to be made. Interest on the Term Loan B accrues at a fixed rate of 6.25% per annum and is payable on each day on which the scheduled principal payments on the Term Loan B are required to be made. Interest on the Revolving Loans will accrue at either the Base Rate or LIBOR, as elected by Xcel, plus a margin to be agreed to by Xcel and the Lenders and will be payable on the first day of each month. Base Rate is defined in the Loan Agreement as the greater of (a) the Agent's stated prime rate or (b) 2.00% per annum plus the overnight federal funds rate published by the Federal Reserve Bank of New York. Interest on the Incremental Term Loans will accrue at rates to be agreed to by Xcel and the Lenders and will be payable on each day on which the scheduled principal payments under the applicable note are required to be made.

The Loan Agreement contains customary covenants, including reporting requirements, trademark preservation and the following financial covenants of Xcel (on a consolidated basis with the Guarantors and any subsidiaries subsequently formed or acquired that become a credit party under the Loan Agreement):

- net worth of at least \$90,000,000 at the end of each fiscal quarter;
- liquid assets of at least \$5,000,000 at all times;
- the fixed charge coverage ratio for the twelve-fiscal month period ending at the end of each fiscal quarter shall not be less than the ratio set forth below for such fiscal period:

<b>Fiscal Quarter End</b>	<b>Fixed Charge Coverage Ratio</b>
December 31, 2019, March 31, 2020, June 30, 2020, September 30, 2020	1.05 to 1.00
December 31, 2020, March 31, 2021, June 30, 2021, September 30, 2021, December 31, 2021 and thereafter	1.10 to 1.00

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- capital expenditures shall not exceed \$700,000 for any fiscal year; and
- the leverage ratio for the twelve-fiscal month period ending at the end of each fiscal period set forth below shall not exceed the ratio below:

<b>Fiscal Period</b>	<b>Maximum Leverage Ratio</b>
December 31, 2018	2.90 to 1.00
December 31, 2019, March 31, 2020, June 30, 2020 and September 30, 2020	2.40 to 1.00
December 31, 2020, March 31, 2021, June 30, 2021 and September 30, 2021	1.70 to 1.00
December 31, 2021 and each Fiscal Quarter end thereafter	1.50 to 1.00

**Item 3.02 Unregistered Sales of Equity Securities.**

See Item 1.01 for details regarding the unregistered equity securities issued in the Offering.

On February 11, 2019, the Company issued to Seller’s designee an aggregate of 777,778 Shares as partial consideration for the acquired assets.

The issuance referenced above was not registered under the Securities Act was not a “public offering” as defined in Section 4(a)(2) of the Securities Act due to the insubstantial number of persons involved, size of the offerings, manner of the offering and number of securities offered. The Company did not undertake an offering in which it sold a high number of securities to a high number of investors. In addition, the Seller and its designee each represented that it had the necessary investment intent as required by Section 4(a)(2) and each of them agreed to and received share certificates bearing a legend stating that such securities are restricted pursuant to Rule 144 of the Securities Act. This restriction ensures that these securities would not be immediately redistributed into the market and therefore not be part of a “public offering.” Based on an analysis of the above factors, the Company has met the requirements to qualify for exemption under Section 4(a)(2) of the Securities Act for this transaction.

**Item 9.01 Financial Statements and Exhibits**

**Exhibits**

[2.1 Asset Purchase Agreement by and between of XCel, H Licensing, Seller and Parent](#)

[10.1 Voting Agreement dated as of February 11, 2019 by and between XCel and Seller](#)

[10.2 Second Amended and Restated Loan and Security Agreement by and among Bank Hapoalim B.M., as agent, the financial institution party thereto as lenders, Xcel Brands, Inc., as borrower, and IM Brands, LLC, JR Licensing, LLC, H Licensing, LLC, C Wonder Licensing LLC, Xcel Design Group, LLC, Judith Ripka Fine Jewelry, LLC, H Heritage Licensing, LLC and Xcel-CT MFG, LLC, as guarantors](#)

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Current Report on Form 8-K to be signed on its behalf by the undersigned thereunto duly authorized.

XCEL BRANDS, INC.  
(Registrant)

By: /s/ James F. Haran

Name: James F. Haran

Title: Chief Financial Officer

Date: February 14, 2019

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**ASSET PURCHASE AGREEMENT**

**BY AND AMONG**

**H HERITAGE LICENSING, LLC**

**AND**

**THE H COMPANY IP, LLC**

**HOUSE OF HALSTON, LLC**

**DATED AS OF FEBRUARY \_\_, 2019**

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## TABLE OF CONTENTS

ARTICLE I	DEFINITIONS AND USAGE	1
1.1	Definitions	1
1.2	Usage	11
ARTICLE II	PURCHASE AND SALE OF ASSETS	11
2.1	Purchase and Sale of Assets.	11
2.2	No Other Assets Acquired	11
2.3	No Liabilities Acquired	11
2.4	No Liabilities Acquired	11
ARTICLE III	PURCHASE PRICE; PAYMENT	12
3.1	The Closing	12
3.2	Purchase Price	13
3.4	Earn-Out	13
3.5	Allocation	15
3.6	Tax Treatment of Earn-Out Payments	15
3.7	Pledged Shares	15
ARTICLE IV	REPRESENTATIONS AND WARRANTIES OF THE SELLERS	15
4.1	Organization and Good Standing	16
4.2	Enforceability; Authority	16
4.3	Consents; Approvals	16
4.4	Financial Statements	17
4.5	Title to Assets	17
4.6	Sufficiency of Assets	17
4.7	Solvency; Insolvency Proceedings	17
4.8	Taxes	18
4.9	Litigation; Decrees	19
4.10	Compliance With Laws; Permits	19
4.11	Operations of the Seller	19
4.12	Material Contracts	20
4.13	Absence of Employee Benefit Plans	21
4.14	Insurance	21
4.15	Environmental Matters	22
4.16	Intellectual Property	22
4.17	Real Estate	25
4.18	Labor Relations; Compliance	25
4.19	Affiliate Transactions	25
4.20	Brokers or Finders	25
4.21	Investment Representations and Warranties	26
4.22	Disclaimer of Other Representations and Warranties	27
4.23	Pledged Shares	27
ARTICLE V	REPRESENTATIONS AND WARRANTIES OF THE BUYERS	27
5.1	Existence and Good Standing; Authorization	27
5.2	Consents and Approvals; No Violations	28
5.3	Undisclosed Liabilities	28

**TABLE OF CONTENTS**  
(continued)

5.4	Compliance with Laws.	28
5.5	Litigation	29
5.6	Buyer Environmental Matters	29
5.7	Taxes	30
5.8	Brokers' or Finders' Fees.	30
5.9	Xcel Shares	30
5.10	Disclaimer of Other Representations and Warranties	30
ARTICLE VI	INTENTIONALLY OMITTED	30
ARTICLE VII	POST-CLOSING COVENANTS	30
7.1	Efforts to Closing	30
7.2	Press Releases and Public Announcements	31
7.3	Cooperation	31
7.4	Taxes Related to Purchase of Assets; Tax Cooperation	31
7.5	Noncompetition	32
7.6	Acquired Assets	33
7.7	Additional Financial Statements	33
7.8	Confidentiality	33
7.9	Access to Records	34
7.10	Recording of Intellectual Property Assignments	34
7.11	Further Assurances	34
ARTICLE VIII	CONDITIONS PRECEDENT TO BUYERS' OBLIGATION TO CLOSE	34
8.1	Truth of Representations and Warranties	34
8.2	Fairness Opinion	35
8.3	No Injunction.	35
8.4	Governmental and Other Approvals.	35
8.5	Lien Release.	35
8.6	Assignments	35
8.7	Completion of Due Diligence	35
8.8	No Seller Material Adverse Effect	35
8.9	Financing	35
8.10	No Decree or Proceeding	35
8.12	Seller Party Creditor Consent and Waiver; Lien Releases	35
8.13	JS License Agreement	36
8.14	Lock-Up and Voting Agreement	36
8.15	Pledge Agreement and Pledged Shares	36
8.16	Closing Deliverables	36
ARTICLE IX	CONDITIONS PRECEDENT TO THE SELLERS' OBLIGATION TO CLOSE	37
9.1	Truth of Representations and Warranties	37
9.2	No Injunction	37
9.3	Governmental and Other Approvals	37
9.4	Closing Deliverables	37

**TABLE OF CONTENTS**  
(continued)

ARTICLE X	INTENTIONALLY OMITTED	37
ARTICLE XI	INDEMNIFICATION; REMEDIES	38
11.1	Survival	38
11.2	Indemnification by the Sellers	38
11.3	Indemnification by Buyers	39
11.4	Limitation on Liability	39
11.5	Other Indemnification Provisions	40
11.6	Procedure for Indemnification	40
11.7	Non-Third Party Claims	42
11.8	Indemnification Payments	42
11.9	Tax Treatment	42
ARTICLE XII	MISCELLANEOUS	42
12.1	Public Disclosure or Communications	42
12.2	Notices	42
12.3	Entire Agreement	43
12.4	Assignability	44
12.5	Parties in Interest	44
12.6	Bulk Sales Law	44
12.7	Expenses	44
12.8	Waiver and Amendment	44
12.9	Severability	45
12.10	Remedies Cumulative	45
12.11	Counterparts	45
12.12	Governing Law	45
12.13	Dispute Resolution	45

**TABLE OF CONTENTS**  
(continued)

**Annexes and Exhibits**

**Exhibits:**

Form of Seller Party Creditor Amendment and Consent  
Form of Pledge Agreement  
Form of Lock-Up Agreement  
Form of Voting Agreement

Exhibit A  
Exhibit B  
Exhibit C  
Exhibit D

**Schedules**

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of February \_\_, 2019, by and among H Heritage Licensing, LLC, a Delaware limited liability company and wholly owned subsidiary of Xcel, (the "Buyer"), The H Company IP, LLC, a Delaware limited liability company (the "Seller"), and House of Halston, LLC, a Delaware limited liability company and the sole member of the Seller ("Parent" and together with the Seller, the "Seller Parties"). The Seller Parties and the Buyer are referred to herein each individually as a "Party," and collectively as the "Parties."

### RECITALS

WHEREAS, the Seller owns the Acquired Assets (as defined herein); and

WHEREAS, the Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, the Acquired Assets, including certain Intellectual Property Rights and certain other assets, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

### ARTICLE I DEFINITIONS AND USAGE

1.1 Definitions. For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Section 1.1:

"Accounting Referee" is defined in Section 3.4(b).

"Acquired Assets" means all of the Seller's right, title, and current and (if any) future interest in and to all of the following assets of the Seller (a) the Halston Archives, (b) all Intellectual Property Rights in the Halston Brands and Related Marks, (c) all customer lists owned by the Seller, (c) all manuals, process documents, report formats, and other operational intellectual property owned by the Seller and (d) the Assigned Contract. Notwithstanding the foregoing, the Acquired Assets shall not include any Liabilities or any Excluded Assets.

"Affiliate" of any Person means any Person which, directly or indirectly controls or is controlled by that Person, or is under common control with that Person. For the purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or by contract or otherwise.

"Agreement" is defined in the preamble.

"Allocation Schedule" is defined in Section 3.5.

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“Amended and Restated Cooperation Agreement” is defined in Section 8.14.

“Applicable Percentage” is defined in Section 3.4(a).

“Arden Cooperation Agreement” is defined in Section 2.5.

“Assigned Contract” means that certain Co-Existence Agreement dated as of September 20, 2012 by and between Elizabeth Arden, Inc. and the Seller.

“Balance Sheet” is defined in Section 4.4(a).

“Bankruptcy Clawback” is defined in Section 11.2(e).

“Bankruptcy Event” means, with respect to Parent, Seller, HOC or any of their respective Affiliates, any event resulting in Parent, Seller, HOC or any such Affiliate becoming the subject of a bankruptcy or insolvency proceeding or proposal, or having a receiver, monitor, sequestrator, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar person charged with the reorganization or liquidation of its business, appointed for it, or any action taken by Parent, Seller, HOC or any such Affiliate indicating its consent to, approval of, acquiescence in, any such proceeding or appointment.

“Books and Records” means all books and records of the Seller and its Affiliates relating exclusively to and necessary for the operation of each Seller’s and their respective Affiliates’ businesses as each is currently operated, including files, documents, correspondence, cost and pricing information, accounting records, licensee lists and records, brand and marketing research, maintenance and inspection reports, archives, sales and marketing materials.

“Business Day” means any day other than (a) Saturday or Sunday or (b) any other day on which banks in New York, New York are permitted or required to be closed.

“Buyer” is defined in the preamble.

“Buyer Disclosure Schedule” is defined in the first paragraph of Article V.

“Buyer Indemnified Parties” is defined in Section 11.2.

“Buyer Material Adverse Effect” means any change, effect, event, occurrence, state of facts or development that is, or would reasonably be expected to be, materially adverse to the assets, business, liabilities, prospects, results of operations or condition (financial or otherwise) of the Buyer taken as a whole or that prevents or materially impedes, or would reasonably be expected to prevent or materially impede, the consummation by any of the Buyer of the transactions contemplated by this Agreement; provided, however, that none of the following shall constitute, or shall be considered in determining whether there has occurred, a Buyer Material Adverse Effect: (a) changes that are solely the result of economic or political factors affecting the national, regional or world economy or the industry of the Buyer, acts of war or terrorism or other force majeure events, in each case except where such condition has a disproportionate effect on the Buyer; (b) changes that are solely the result of factors generally affecting the industries or markets in which any of the Buyer operates, in each case except where such condition has a disproportionate effect on the Buyer; (c) changes in Legal Requirements or the interpretation thereof; or (d) any action required to be taken pursuant to this Agreement.



“Cap” is defined in Section 11.4(b).

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.).

“Claim” is defined in Section 12.13(a).

“Claim Notice” is defined in Section 11.7.

“Closing” is defined in Section 3.1.

“Closing Date” is defined in Section 3.1.

“Closing Shares” is defined in Section 3.2.

“COBRA” means Section 4980B of the Code, Sections 601 through 608, inclusive, of ERISA and any applicable similar state laws.

“Code” means the Internal Revenue Code of 1986, as amended.

“Comprehensive Rules” is defined in Section 12.13(b).

“Contract” means, with respect to the Acquired Assets, any agreement, contract, license, sublicense, lease, sublease, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, purchase order, franchise, dealer and distributorship agreement, supply agreement, development agreement, joint venture agreement, promotion agreement, partnership agreement or other arrangement, understanding or commitment, whether written or oral and including any right or obligation under any of the foregoing.

“Core Representations” is defined in Section 11.1.

“Damages” is defined in Section 11.2.

“Decreased Cap” is defined in Section 11.4(b).

“Decree” means any final, non-appealable judgment, decree, ruling, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, administrative order or any other order of any Government Authority.

“Deductible” is defined in Section 11.4(a).

“Earn-Out Cash” is defined in Section 3.4(a).

“Earn-Out Consideration” is defined in Section 3.4(a).

“Earn-Out Period” is defined in Section 3.4(a).

“Earn-Out Reconciliation” is defined in Section 3.4(b).

“Earn-Out Shares” is defined in Section 3.4(a).

“Earn-Out Statement” is defined in Section 3.4(b).

“Earn-Out Value” is defined in Section 3.4(a).

“Effectiveness Period” is defined in Section 7.12.

“Employee Benefit Plan” means any “employee benefit plan” as defined in Section 3(3) of ERISA and any other material employee benefit or fringe benefit plan, program or arrangement of any kind (whether written or oral).

“Environmental and Safety Requirements” means all federal, state, local and foreign statutes, regulations, ordinances, codes and other provisions having the force and effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety, and pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of, or exposure to, any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, as previously, now or hereafter in effect.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means, with respect to any entity, any trades or business (whether or not incorporated) that are treated as a single employer with such entity under Sections 414(b), (c), (m) or (o) of the Code.

“Excess Net Royalties” is defined in Section 3.4(a).

“Exchange Act” means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

“Excluded Assets” is defined in Section 2.2.

“Fairness Opinion” is defined in Section 8.2.

“GAAP” means generally accepted accounting principles for financial reporting in the United States.

“Government Authority” means any domestic or foreign national, state, multi-state or municipal or other local government, any subdivision, agency, commission or authority thereof, including any quasi-governmental or private body exercising any regulatory or taxing authority thereunder or any judicial authority (or any department, bureau or division thereof).

“Government Authorization” means any approval, consent, license, permit, waiver, or other authorization issued, granted, given or otherwise made available by or under the authority of any Government Authority or pursuant to any Legal Requirement.

“Group JS” is defined in Section 8.15.

“Halston Archives” means, all products, samples, garments, archived designs, computer-aided designs, digital patterns, print and pattern libraries in analog and digital versions, analytics, designs, drawings, paintings, illustrations, patterns, fabrics, artwork, marketing, advertising, press books and other books, prints, video and audio, photographs, and other images, media and other material related to the Halston Brands solely to the extent owned or developed by a Seller Party as of the Closing Date or any time in the future.

“Halston Brands” means the marks, logos, designs and trademarks for the Halston brand, the Halston Heritage brand and the Roy Frowick brand (and any derivatives of the foregoing), which are listed on Schedule A-1 hereto (whether in typed form, stylized, or otherwise) (as registered or applied for registration in the United States or elsewhere in the world, including all registrations and applications set forth on Schedule A-1) and all Intellectual Property Rights associated therewith.

“HOC” means Halston Operating Company, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Parent.

“HOC ABC” means that certain General Assignment dated as of December 14, 2018 by HOC, HH House, LLC and Halston Real Estate Holdings, LLC for the benefit of their creditors in favor of Insolvency Services Group, Inc.

“Indemnification Objection” is defined in Section 11.7.

“Indemnified Party” is defined in Section 11.3.

“Indemnifying Party” is defined in Section 11.6(a).

“Indebtedness” means (a) indebtedness of any Seller Party for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of any Seller Party evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of any Seller Party upon which interest charges are paid, (d) all obligations of any Seller Party in respect of capitalized leases that, individually, involve an aggregate future liability in excess of \$15,000 and obligations of any Seller Party for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the Ordinary Course of Business), (e) all obligations in respect of banker’s acceptances or letters of credit issued or created for the account of any Seller Party, (f) all indebtedness or obligations of the types referred to in the preceding clauses (a) through (e) of any other Person secured by any Lien on any assets of any Seller Party, even though such Seller Party has not assumed or otherwise become liable for the payment thereof, (g) all guarantees by any Seller Party of obligations of the type described in clauses (a) through (f) above of any other Person, and (h) payment obligations in respect of interest under any interest rate swap or other hedge agreement or arrangement entered into by any Seller Party with respect to any Indebtedness described in clauses (a) through (g) above.

“Initial Purchase Price” is defined in Section 3.2.

“Insurance Policies” is defined in Section 4.14.

“Intellectual Property Rights” means all of the following in any jurisdiction throughout the world, whether used now or in the future: (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, proprietary designs and design processes, trade dress, trade names, product configuration, corporate names, logos, insignias and slogans and Internet domain names, Internet websites, social network site handles, metatags, URLs, Internet and phone applications and systems, and customer data and customer lists in analog and digital formats; (iii) copyrights and copyrightable works; (iv) registrations and applications for any of the foregoing; (v) trade secrets and confidential information (including inventions, ideas, formulae, compositions, know-how, manufacturing and production processes and techniques, analytics, manufacturing or raw material sources, research and development information, sketches and drawings (including preliminary and technical sketches and drawings), specifications, designs, plans, proposals, technical data, financial, business and marketing plans, and customer and supplier lists and related information); (vi) product designs, configurations, and material and color specifications and combinations; (vii) manufacturing molds, techniques, and processes; (viii) operating manuals, charts, graphs, report formats and all other operational intellectual property in analog and digital formats; (ix) analytics; (ix) all other intellectual property; (x) the rights to sue for past, present, and future infringement of any and all such intellectual property rights; and (xi) any goodwill associated with each of the foregoing.

“Intent to Use Applications” is defined in Section 4.22.

“Interim Reports” is defined in Section 4.4(a).

“IRS” means the United States Internal Revenue Service.

“Knowledge” means, with respect to the Seller or the Seller Parties, the actual knowledge, after due inquiry, of Ben Malka, and with respect to the Buyer, the actual knowledge, after due inquiry, of Robert D’Loren, Seth Burroughs and James Haran. The terms “know” and “knows” and like terms will have correlative meanings.

“Lanham Act” means 15 U.S.C. § 1061.

“Leased Real Property” means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures, or other interest in real or immovable property.

“Legal Requirement” means any federal, state, local, municipal, foreign, international, multinational or other administrative order, constitution, law, ordinance, principle of common law, regulation, rule, statute or treaty.

“Liability” means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due), including any liability for Taxes.

“Licensee” means a Person who has entered into and as of the Closing Date is a party to a License Agreement.

“License Agreement” means any Contract between a Party and any Person pursuant to which such Party has granted such Person the right to design, manufacture, sell or distribute goods under or using the Halston Brands.

“Liens” means any liens, pledges, claims, encumbrances, hypothecations, mortgages, charges, options, preemptive rights, rights of first refusal or similar rights, title retention agreements, easements, encroachments, leases, subleases, covenants, security interests and restrictions and encumbrances of any kind or nature whatsoever.

“Lock-Up Agreement” means a Lock-Up Agreement between Xcel and the Seller substantially in the form attached as Exhibit C.

“Material Contracts” is defined in Section 4.12(a).

“Multiemployer Plan” is defined in Section 3(37) of ERISA.

“Net Royalties” means any gross royalty revenues from any License Agreements directly related to the Halston trademark and the Halston Heritage trademark (excluding H by Halston and H Halston and any derivatives thereof), less third-party commissions payable by Xcel or Buyer on such royalty revenues.

“Ordinary Course of Business” means the ordinary course of business consistent with past custom and practice.

“Organizational Documents” means with respect to any entity, the certificate of incorporation, bylaws, certificate of formation, operating agreement or other governing documents of such entity.

“Owned Real Property” means all parcels of real property in which the Seller Parties have an ownership, easement or other real property interest.

“Party” or “Parties” have the meaning set forth in the preamble.

“PDF” is defined in Section 12.11.

“Permitted Liens” means (i) Liens set forth on Schedule A-2 hereto, (ii) statutory Liens arising out of operation of law with respect to a Liability incurred in the ordinary course of business and which is not delinquent or is being actively contested in good faith, (iii) liens for Taxes not yet subject to penalties for nonpayment or which are being actively contested in good faith by appropriate Proceedings and for which adequate reserves have been maintained in accordance with GAAP, or (iv) mechanics’, materialmens’, carriers’, workmens’, warehousemens’, repairmens’, landlords’ or other like liens and security obligations with respect to Liabilities that are not yet due and payable or that are being contested in good faith.

“Person” means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Government Authority.

“Platform Agreements” is defined in Section 4.16(m).

“Pledge Agreement” means a Pledge Agreement, in the form attached hereto as Exhibit B, by and among the Buyer, as secured party, and Seller, as pledgor.

“Pledged Shares” is defined in Section 3.7.

“Prior Asset Purchase Agreement” is defined in Section 7.5(a).

“Proceeding” means any action, claim, cause of action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private, whether at law or in equity) commenced, brought, conducted or heard by or before, or otherwise involving, and whether before any Government Authority or arbitrator.

“Purchase Price” is defined in Section 3.2.

“Related Agreements” means and includes the Seller Party Creditor Consent and Waiver, the Pledge Agreement, each Lock-Up Agreement and each Voting Agreement.

“Related Mark” means (a) derivatives of “H HALSTON” and “H BY HALSTON” marks, (b) derivatives of “HALSTON HERITAGE” marks, (c) derivatives of the “HALSTON” mark, (d) derivatives of “ROY FROWICK” marks, and (e) any mark, service mark, tradename, fictitious name, dba or trademark using the word “HALSTON”, the words “ROY FROWICK” or any other component of the such marks, service marks, tradenames, dbas or trademarks, or marks (or portion thereof) confusingly similar to any of the Intellectual Property Rights described in any of (a), (b), (c) or (d).

“Representative” means, with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, accountant, financial advisor, legal counsel or other representative of that Person.

“Royalty Target Year” is defined in Section 3.4(a).

“SEC” means the Securities and Exchange Commission.

“SEC Reports” means all filings made by Xcel with the SEC pursuant to the Exchange Act of 1934, as amended.

“Securities Act” means the Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder.

“Seller” is defined in the preamble.

“Seller Disclosure Schedule” is defined in the first paragraph of Article IV.

“Seller Indemnified Parties” is defined in Section 11.3.

“Seller Information” means any data and information relating to the Acquired Assets, including all of Seller Parties’ Books and Records, customers, financial statements, conditions or operations of each Seller Party’s business, including with respect to the Acquired Assets, in each case which is confidential in nature and not generally known to the public.

“Seller Parties” is defined in the preamble.

“Seller Parties Intellectual Property Rights” is defined in Section 4.16(c).

“Seller Parties Material Adverse Effect” means any change, effect, event, occurrence, state of facts or development that is, or would reasonably be expected to be, materially adverse to the assets, business, liabilities, prospects, results of operations or condition (financial or otherwise) of the Seller Parties taken as a whole or that prevents or materially impedes, or would reasonably be expected to prevent or materially impede, the consummation by the Seller Parties of the transactions contemplated by this Agreement; provided, however, that none of the following shall constitute, or shall be considered in determining whether there has occurred, a Seller Party Material Adverse Effect: (a) changes that are solely the result of economic or political factors affecting the national, regional or world economy or the Seller Parties’ industry, acts of war or terrorism or other force majeure events, in each case except where such condition has a disproportionate effect on the Seller Parties; (b) changes that are solely the result of factors generally affecting the industries or markets in which the Seller Parties operate, in each case except where such condition has a disproportionate effect on the Seller Parties; (c) changes in Legal Requirements or the interpretation thereof; or (d) any action required to be taken pursuant to this Agreement.

“Seller Party Creditor Amendment and Consent” means a written amendment and consent by certain creditors of the Seller Parties in favor of the Buyer, substantially in the form attached hereto as Exhibit A.

“Straddle Period” is defined in Section 7.2(b).

“Subsidiary” means, with respect to any Person, any other Person of which securities or other interests having the power to elect a majority of that corporation’s or other Person’s board of directors or similar governing body, or otherwise having the power to direct the business and policies of that other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred), are held by such Person or one or more of its Subsidiaries.

“Survival Date” is defined in Section 11.1.

“Tax” means (i) any tax (including, without limitation, any income tax, franchise tax, margin tax, branch profits tax, capital gains tax, alternative or add-on minimum tax, estimated tax, value-added tax, sales tax, use tax, property tax, transfer tax, payroll tax, social security tax or withholding tax, escheat or abandoned property liability), and any related fine, penalty, interest or addition to tax with respect thereto, imposed, assessed or collected by or under the authority of any Government Authority or payable pursuant to any tax-sharing agreement relating to the sharing or payment of any such tax and (ii) any transferee, successor or other liability in respect of the taxes of another Person (whether by contract or otherwise).

“Tax Return” means any return (including any information return), report, statement, schedule, notice, form or other document or information filed with or submitted to, or required to be filed with or submitted to, any Government Authority in connection with the determination, assessment, collection or payment of any Tax.

“Termination Date” is defined in Section 10.1(b).

“Third Party” means a Person that is not a party to this Agreement.

“Third Party Claim” is defined in Section 11.6(b).

“Trading Day” means a day on which the New York Stock Exchange is open for trading.

“Trading Market” means the following markets or exchanges on which the Xcel Shares are listed or quoted for trading on the date in question: the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, NYSE Amex Equities or the OTC Bulletin Board (or any successor to any of the foregoing).

“Transfer Taxes” is defined in Section 7.2(a).

“Voting Agreement” means a Voting Agreement between Xcel and the Seller substantially in the form attached as Exhibit D.

“Xcel” means Xcel Brands, Inc., a Delaware corporation and the sole member of the Buyer.

“Xcel Shares” means the shares of common stock of Xcel.

“Year End Financials” is defined in Section 4.4(a).



1.2 Usage.

(a) Interpretation. In this Agreement, unless a clear contrary intention appears: (i) the singular number includes the plural number and vice versa; (ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually; (iii) reference to any gender includes each other gender; (iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (v) reference to any Legal Requirement means such Legal Requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Legal Requirement means that provision of such Legal Requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision; (vi) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof; (vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; (viii) "or" is used in the inclusive sense of "and/or"; (ix) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and (x) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

(b) Legal Representation of the Parties. This Agreement was negotiated by the Parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

**ARTICLE II**  
**PURCHASE AND SALE OF ASSETS**

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions of this Agreement, the Seller agrees to sell, assign, convey, transfer and deliver to the Buyer (as directed by the Buyer) as of the Closing Date, and the Buyer agrees to purchase and take assignment and delivery from the Seller as of the Closing Date, all of Seller's right, title and interest in and to the Acquired Assets, free and clear of all Liens and Liabilities.

2.2 No Other Assets Acquired. Pursuant to this Agreement, Buyer is not acquiring, and the Seller Parties shall retain, any and all assets, rights and properties other than the Acquired Assets (collectively, the "Excluded Assets").

2.3 No Liabilities Acquired. The Buyer is not agreeing to, and shall not, assume any Liability, margin guarantee contract, obligation, undertaking, expense or agreement of any Seller Party of any kind, character or description, whether absolute, contingent, known, unknown, accrued, liquidated, unliquidated, executory or otherwise, and whether arising prior to or following the Closing, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement (all of such liabilities and obligations shall be referred to herein as the "Excluded Liabilities"). Excluded Liabilities include any Liability related to any Excluded Asset.

2.4 Other Halston Marks. Without limiting the foregoing provisions of this Article II, if and to the extent the Seller or any of its Affiliates owns any mark, logo, design or other Intellectual Property Right related the Halston brand, the Halston Heritage brand, the Roy Frowick brand (or any derivatives of the foregoing) which is not listed on Schedule A-1 attached hereto, then upon written request of the Buyer, the Seller shall, or shall cause its applicable Affiliate to, transfer and assign such mark, logo, design or other Intellectual Property Right to the Buyer for no additional consideration and Seller shall, or shall cause its applicable Affiliate to, execute and deliver a written assignment, substantially similar to the intellectual property assignments delivered pursuant to Section 8.17(e), assigning, transferring and conveying such mark, logo, design or Intellectual Property Right to the Buyer.

2.5 Certain Contracts. Notwithstanding the foregoing provisions of this Article II, the Seller Parties shall not, and shall cause each of their respective Affiliates not to, assign, transfer or convey any rights of any Seller Party or any of their respective Affiliates under that certain Cooperation Agreement dated August 1996 between Elizabeth Arden, Inc. (or any predecessor, successor or Affiliate of such entity), on the one hand, and one or more of the Seller Parties and/or their Affiliates, on the other hand (the "Arden Cooperation Agreement"). Upon written request of the Buyer or Xcel at any time after the Closing, the Seller Parties shall assign to the Buyer or Xcel's designee, or shall cause the applicable Affiliate of the Seller Parties to assign to the Buyer or Xcel's designee, for no additional consideration, all of the rights of the applicable Seller Party (or Affiliate of a Seller Party) under the Arden Cooperation Agreement pursuant to a written Assignment and Assumption Agreement in the same form delivered to assign the Assigned Contract to the Buyer at the Closing hereunder. Without limiting the foregoing provisions of this this Article II, the Seller Parties shall use commercially reasonable best efforts to have Halston Investments, Ltd., a New Jersey corporation, or its successor in interest, as applicable, to assign its rights under (i) that certain Agreement and Acknowledgement with respect to Intellectual Property dated as of August 15, 1996 by and between French Fragrances, Inc., a Florida corporation, Halston Parfumes, Inc., a Delaware corporation and Halston Investments, Ltd., a New Jersey corporation and (ii) that certain License Agreement dated March 15, 1996 between Halston Investments, Ltd. and Halston Parfumes, Inc. (as assignees of Halston Trademarks Inc. and French Fragrances, Inc.) to the Buyer pursuant to a written Assignment and Assumption Agreement in the same form delivered to assign the Assigned Contract to the Buyer at the Closing hereunder.

### **ARTICLE III** **PURCHASE PRICE; PAYMENT**

3.1 The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Blank Rome, LLP (or such other location as shall be mutually agreed upon by the Seller Parties and the Buyer) commencing at 10:00 a.m. New York time on the date hereof or, if all conditions to the obligations of the Seller Parties and Buyer to consummate the transactions contemplated hereby set forth in Article VIII and Article IX (other than conditions with respect to actions the Seller Parties and/or Buyer will take at the Closing itself) are not satisfied or waived on the date hereof, on the date that is the second Business Day after all conditions to the obligations of the Seller Parties and Buyer to consummate the transactions contemplated hereby set forth in Article VIII and Article IX (other than conditions with respect to actions the Seller Parties and/or Buyer will take at the Closing itself, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived, or on such other date as shall be mutually agreed upon by the Seller Parties and the Buyer prior thereto (the "Closing Date"). The effective time of the Closing shall be deemed to be 12:01 a.m. on the Closing Date.

3.2 Purchase Price. Subject to the terms and conditions of this Agreement, in reliance on the representations, warranties, covenants and agreements of the Seller Parties contained herein, and in payment and consideration for the sale, conveyance, assignment, transfer and delivery of the Acquired Assets by the Seller to the Buyer, the Buyer shall (a) pay to the Seller at the Closing an amount equal to Eight Million Three Hundred Fifty Thousand United States Dollars (\$8,350,000) in cash, to be paid in accordance with written instructions provided by the Seller Parties; and (b) cause to be issued to the Seller at the Closing, subject to the Pledge Agreement, the Voting Agreement and the Lockup Agreement, 777,778 Xcel Shares (the "Closing Shares") (collectively, the "Initial Purchase Price"), and (b) the Buyer shall pay the Earn-Out Consideration, if any, to the Seller in the manner described in Section 3.3. The Initial Purchase Price, together with the applicable Earn-Out Consideration, if any, shall be referred to collectively as the "Purchase Price".

3.3 Earn-Out.

(a) Subject to the terms and conditions set forth in this Section 3.4, the Seller shall be eligible to receive from the Buyer, as additional consideration for the sale and purchase of the Acquired Assets, Xcel Shares ("Earn-Out Shares") or, if elected by the Buyer as described below, cash ("Earn-Out Cash") (as applicable, "Earn-Out Consideration") with a value (the "Earn-Out Value") based on the Excess Net Royalties for each of the four (4) calendar years commencing with the calendar year 2019 and ending with the calendar year 2022 (each such continuous twelve month period commencing on January 1 and ending December 31 a "Royalty Target Year", and cumulatively the "Earn-Out Period") multiplied by the Applicable Percentage(s). The Excess Net Royalty for each Royalty Target Year shall be the positive amount, if any, of the Net Royalties as calculated for such Royalty Target Year, less the greater of (i) One Million Five Hundred Dollars (\$1,500,000), or (ii) the maximum Net Royalties for any previous Royalty Target Year. "Applicable Percentage" means (a) 50% of the first \$10,000,000 of Excess Net Royalties during the Earn-Out Period, (b) 20% of aggregate Excess Net Royalties during the Earn-Out Period greater than \$10,000,000 and up to \$15,000,000 and (c) 0% of aggregate Excess Net Royalties during the Earn-Out Period in excess of \$15,000,000. The Earn-Out Consideration shall be payable in Earn-Out Shares (calculated in the manner described in Section 3.4(b)); provided, however, that if the number of Earn-Out Shares, when combined with the number of Closing Shares issued at the Closing, will exceed 4.99% of the aggregate number of Xcel Shares outstanding as of the date of this Agreement (calculated in accordance with Nasdaq Rule 5635(a)) (the "Xcel Share Limit"), then the Buyer may, in its sole and unfettered discretion, elect to (x) pay Earn-Out Cash for the Earn-Out Value attributable to the Earn-Out Shares that would exceed the Xcel Share Limit; (y) solicit stockholder approval for the issuance of Earn-Out Shares in excess of the Xcel Share Limit in accordance with Nasdaq Rule 5635(a)(2) and, if such stockholder approval is obtained, issue such Earn-Out Shares to the Seller; or (z) solicit stockholder approval for the issuance of Earn-Out Shares in excess of the Xcel Share Limit in accordance with Nasdaq Rule 5635(a)(2) and, if such stockholder approval is obtained, pay the applicable Earn-Out Consideration with a combination of Earn-Out Cash and Earn-Out Shares. Notwithstanding anything herein to the contrary, the total cumulative Earn-Out Consideration over the entire Earn-Out Period shall not exceed Six Million Dollars (\$6,000,000).

(b) Procedure for Earn-Out. Within ninety (90) days of the end of each Royalty Target Year, the Buyer shall deliver to the Seller Parties:

(i) a statement (the “Earn-Out Statement”) prepared by the Buyer of the calculation of the Earn-Out Value, the Buyer’s election to pay the Earn-Out Consideration in Earn-Out Cash, Earn-Out Shares or a combination of Earn-Out Cash and Earn-Out Shares, and, if the Buyer elects to pay all or any portion of the Earn-Out Consideration in Earn-Out Shares, the number of Earn-Out Shares to be issued to the Seller pursuant to this Section 3.4; and (ii) if reasonably requested by the Seller Parties, supporting documentation of the determination of Net Royalties during each Royalty Target Year within the Earn-Out Period (collectively, (i) and (ii), the “Earn-Out Reconciliation”). If the Seller Parties disagree with the Earn-Out Reconciliation, the Seller Parties shall deliver a written objection to the Buyer within thirty (30) days after the Buyer’s delivery of the Earn-Out Reconciliation, which written objection shall specify in detail the rationale for the objection and the amount in dispute. If the Seller Parties do not deliver a written objection to the Buyer within such thirty (30) day period, then the Earn-Out Reconciliation, as delivered by the Buyer, shall be final and binding on the Parties. Any dispute regarding any Earn-Out Reconciliation shall be decided by an independent certified public accountant mutually agreed upon by the Seller Parties and the Buyer (an “Accounting Referee”), with such decision being final and binding on the Parties. The Seller Parties shall bear a percentage of the fees, costs and expenses of the Accounting Referee that is equal to the percentage that the amount contested by but not awarded to the Seller Parties bears to the aggregate amount contested by the Seller Parties, with the Buyer bearing the remainder of such fees, costs and expenses. Within five (5) days of the Earn-Out Reconciliation becoming final, the Buyer shall deliver the applicable Earn-Out Consideration to the Seller. In the event that all or any portion of the Earn-Out Consideration is paid in Earn-Out Shares, the price per Earn-Out Share shall be based on the market value of the Earn-Out Shares as determined at the average closing price on the Trading Market for each of the ten (10) Trading Days ending two (2) Business Days ending on the Trading Day immediately preceding the date of the Earn-Out Statement, subject to a minimum share price of Three Dollars and Sixty Cents (\$3.60) per share.

(c) The Seller Parties acknowledge and agree that (i) there is no guarantee that the Buyer shall achieve royalties at sufficient levels for the Seller Parties to receive any Earn-Out Consideration, (ii) no Seller Party shall hold the Buyer responsible for failing to achieve royalties required to receive Earn-Out Consideration and (iii) no Seller Party is relying on any information from the Buyer in determining the requirements to achieve any Earn-Out Value. Except in the case of fraud, the Seller Parties hereby waive and indemnify the Buyer from any claims as a result of the failure of the Buyer to achieve royalties at sufficient levels for any Seller Party to receive Earn-Out Consideration.

(d) The Buyer may withhold from any Earn-Out Consideration otherwise payable to the Seller Parties, an amount equal to any Damages incurred or suffered by a Buyer Indemnified Party for which such Buyer Indemnified Party is entitled to be indemnified under Article XI. Any amount so withheld shall reduce the indemnification obligation of the Seller Parties with respect to such Damages on a dollar-for-dollar basis.

3.4 Allocation. The Seller Parties and the Buyer agree to allocate the sum of the Purchase Price, including any adjustments thereto pursuant to this Agreement, among the Acquired Assets for tax purposes, consistent with Code Section 1060 and the regulations promulgated thereunder, based upon the fair market values of such assets consistent with an allocation schedule to be determined in the reasonable good faith judgment of the Buyer, within sixty (60) calendar days after the Closing Date (the "Allocation Schedule"). Each Party hereto agrees that: (i) neither of the Party shall take a position on any Tax Return (including IRS Form 8594, if applicable) that is in any way inconsistent with the Allocation Schedule without the written consent of the other Party or unless specifically required by an applicable Government Authority; and (ii) it shall promptly notify each other regarding the existence of any Tax audit, controversy or litigation related to the Allocation Schedule. Notwithstanding the foregoing, nothing contained herein shall prevent the Buyer or the Seller Parties from settling any proposed deficiency or adjustment assessed against it by any Government Authority based upon or arising out of the Allocation Schedule, and neither the Buyer nor the Seller Parties shall be required to litigate before any court any such proposed deficiency or adjustment by any Government Authority challenging the Allocation Schedule.

3.5 Tax Treatment of Earn-Out Payments. Except as otherwise required under applicable Legal Requirements, any payments of Earn-Out Consideration under Section 3.4 hereof shall be treated by the Parties for United States federal income tax purposes as additional consideration for the Acquired Assets (other than any portion required to be treated as imputed interest under the Code).

3.6 Pledged Agreement. At the Closing, the Seller Parties shall deliver to the Buyer, as partial security for the indemnification obligations of the Seller Parties under Article XI, one million (1,000,000) Xcel Shares issued under the Prior Asset Purchase Agreement. Such Xcel Shares and the Closing Shares (together, the "Pledged Shares") shall be held and released in accordance with the terms of the Pledge Agreement.

#### **ARTICLE IV**

#### **REPRESENTATIONS AND WARRANTIES OF THE SELLER PARTIES**

The Seller Parties hereby jointly and severally represent and warrant to the Buyer that the statements contained in this Article IV are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article IV except to the extent any representation or warranty expressly speaks only as of a different date), except as set forth in the disclosure schedule attached hereto (the "Seller Disclosure Schedule"), which Seller Disclosure Schedule sets forth the Seller Parties' disclosures identified by the Seller Parties. The disclosures in any section or subsection of the Seller Disclosure Schedule shall qualify the corresponding section or subsection in this Article IV and any other section or subsection in which such disclosure is required to be included to the extent the relevance of such disclosure is reasonably apparent.

4.1 Organization and Good Standing. Each Seller Party is an entity, duly formed, validly existing and in good standing under the laws of the state of its formation. Each Seller Party has all requisite power and authority to own, lease and operate its assets and properties and to carry on its business as currently conducted. Each Seller Party is duly qualified and, to the extent applicable, is in good standing, in each jurisdiction in which the character or location of the property owned, leased or operated by such Seller Party or the nature of the business conducted by such Seller Party makes such qualification necessary, except where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a Seller Parties Material Adverse Effect. Except as listed in Schedule 4.1 of the Seller Disclosure Schedule hereto, no Seller Party has any Subsidiaries.

4.2 Enforceability; Authority. Each Seller Party has all requisite power and authority to execute and deliver this Agreement and each other Related Agreement to which such Seller Party is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by each Seller Party of this Agreement and each Related Agreement to which it is a party, and the consummation by it of the transactions contemplated hereby and thereby, have been duly authorized and approved, and no other action on the part of any Seller Party is necessary to authorize the execution, delivery and performance of this Agreement or any Related Agreement to which such Seller Party is a party or the consummation of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by each Seller Party and constitutes, and, with respect to each other Related Agreement to which a Seller is a party, upon its execution and delivery by such Seller Party, will constitute, assuming the due execution of this Agreement and such other Related Agreement by the Buyers and/or the other parties thereto, a valid and binding obligation of such Seller Party enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, receivership and similar laws affecting the enforcement of creditors' rights generally, and general equitable principles.

4.3 Consents; Approvals. Except as set forth in Schedule 4.3 of the Seller Disclosure Schedule, the execution and delivery of this Agreement by the Seller Parties and the consummation of the transactions contemplated hereby do not and will not:

(a) violate or conflict with the provisions of the Organizational Documents of any Seller Party;

(b) violate any Legal Requirement or Decree to which any Seller Party is subject or by which any of its material properties or assets are bound;

(c) require any permit, consent or approval of, or the giving of any notice to, or filing with any Government Authority; or

(d) result in a violation or breach of, conflict with, constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, payment or acceleration) under, or result in the creation of any Lien (other than a Permitted Lien) upon any of the Acquired Assets under any of the terms, conditions or provisions of any Contract or any other instrument or obligation to which any Seller Party is a party, or by which it or any of their respective properties or assets may be bound; excluding from the foregoing clauses (b), (c) and (d) permits, consents, approvals, notices and filings the absence of which, and violations, breaches, defaults and Liens the existence of which, have not had, and would not reasonably be expected, individually or in the aggregate, to have, a Seller Parties Material Adverse Effect.

#### 4.4 Financial Statements.

(a) The Seller Parties have delivered to the Buyer: (i) audited financial statements of Parent and its Subsidiaries as of January 30, 2016 and January 31, 2015; (ii) unaudited year-end financial statements of Parent and its Subsidiaries as of January 28, 2017 ((i) and (ii), the “Year End Financials”); (iii) internally-prepared unaudited financial statements of Parent and its Subsidiaries as of August 4, 2018 consisting of (1) consolidated and consolidating balance sheets as of such date, (2) consolidated and consolidating statements of operations for the eight-month period then ended and (3) consolidated statements of changes in members’ equity and cash flows for the eight-month period then ended (the “Mid-Year Financials”); and (iv) internally-prepared unaudited financial statements of Parent and its Subsidiaries as of October 31, 2018 consisting of (1) consolidated and consolidating balance sheets as of such date (the “Balance Sheets”), (2) consolidated and consolidating statements of operations for the ten-month period then ended and (3) consolidated statements of changes in members’ equity and cash flows for the ten-month period then ended (the “Interim Financials” and, together with the Mid-Year Financials and the Year End Financials, the “Financial Statements”). The Financial Statements are true and accurate and present fairly in all material respects the financial condition of Parent and its Subsidiaries as of such dates and the results of operations of Parent and its Subsidiaries for such periods, except that the Mid-Year Financials and the Interim Financials may not contain all footnotes required by GAAP and are subject to normal year-end adjustments.

(b) Except as disclosed on Schedule 4.4(b) of the Seller Disclosure Schedule, there are no material liabilities or obligations of the Seller Parties (whether absolute, accrued, contingent or otherwise and whether due or to become due), except for those liabilities and obligations accrued or disclosed on the Balance Sheets and those liabilities and obligations accrued after the date thereof in the Ordinary Course of Business, none of which arise out of a breach of any Contract, tort, infringement, claim, lawsuit or breach of warranty.

4.5 Title to Assets. Except for properties and assets reflected in the Balance Sheets that have been sold or otherwise disposed of by the Seller in the Ordinary Course of Business, and as otherwise set forth on Schedule 4.5 of the Seller Disclosure Schedule, the Seller has good and marketable title to all Acquired Assets, free and clear of all Liens and encumbrances.

4.6 Sufficiency of Assets. Except as set forth on Schedule 4.6, the Acquired Assets include all of Intellectual Property Rights owned by the Seller Parties, and there are no licenses or other encumbrances on the Intellectual Property Rights other than as scheduled on Schedule 4.6.

4.7 Solvency; Insolvency Proceedings. (a) No insolvency proceedings of any kind, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting the Seller Parties or the Acquired Assets are pending or, to the Seller Parties’ Knowledge, threatened. No Seller Party has made an assignment for the benefit of creditors or taken any action with a view to, or that would constitute a valid basis for, the institution of any such insolvency proceedings. After giving effect to the transaction, the Seller Parties are not now insolvent and will not be rendered insolvent by any of the contemplated transactions. As used in this section, “insolvent” means that the sum of the debts and other probable liabilities of the Seller Parties exceed the present fair saleable value of the Seller Parties’ assets and following the transactions contemplated by this Agreement each Seller Party shall be able to pay its debts as they become due.

(b) The Buyers reserve the right to waive the solvency provisions found in Section 4.7(a) and may determine, in their sole discretion, to proceed with the Closing of the transactions.

(c) Without limiting the foregoing provisions of this Section 4.7, Parent hereby represents and warrants to the Buyer that after giving effect to the Closing of the transactions contemplated by this Agreement and the Related Agreements, Seller Parties will have no outstanding Liabilities whatsoever.

#### 4.8 Taxes.

(a) All material Tax Returns required to be filed by or on behalf of each Seller Party with respect to the Acquired Assets have been timely filed and all Taxes shown as due thereon have been paid. No Seller Party is a beneficiary of any extension of time within which to file any Income Tax Return. Each Seller Party has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other Third Party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed, except where the failure to do so would not, individually or in the aggregate, reasonably be expected to have a Seller Material Adverse Effect. The Seller Parties have paid all sales Tax amounts (or similar items) owed or owing in a timely manner. There are no Liens (other than Permitted Liens) on any of the assets of any Seller that arose in connection with the failure (or alleged failure) to pay any Tax.

(b) There is no material dispute or claim concerning any Tax Liability of any Seller Party either (A) claimed or raised by any authority in writing or (B) as to which any of the officers or managers of any Seller has knowledge based upon personal contact with any agent of such authority.

(c) Schedule 4.8(c) of the Seller Disclosure Schedule lists all federal, state, local, and foreign Tax Returns filed by or on behalf of each Seller Party for taxable periods ended on or after December 31, 2014, indicates those Tax Returns that have been audited, and indicates those Tax Returns that currently are the subject of audit. No Seller Party has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(d) No Seller Party, with respect to the Acquired Assets, has any Liability for the Taxes of any other Person as a transferee or successor, by Contract, or otherwise.

(e) The aggregate unpaid Taxes of each Seller Party with respect to the Acquired Assets (i) did not, as of December 31, 2017, exceed the reserve for Tax Liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Balance Sheet (rather than in any notes thereto) and (ii) will not exceed that reserve as adjusted for operations and transactions through the Closing Date in accordance with the past custom and practice of the Seller Party in filing their Tax Returns.



(f) There is no material dispute or claim concerning any Tax Liability of any Seller Party either (i) claimed or raised by any authority in writing or (ii) as to which any of the officers or managers of the Seller Parties has Knowledge based upon personal contact with any agent of such authority.

(g) Neither Seller Party, with respect to the Acquired Assets, has any Liability for the Taxes of any other Person as a transferee or successor, by Contract, or otherwise.

4.9 Litigation; Decrees.

(a) Except as set forth on Schedule 4.9 of the Seller Disclosure Schedule, there is no material Proceeding pending or, to the Seller Parties' Knowledge, threatened, against any Seller Party or relating to any of the Acquired Assets.

(b) There is no Decree to which any Seller Party or any of the Acquired Assets is subject.

4.10 Compliance With Laws; Permits.

(a) Each Seller Party is in full compliance with each Legal Requirement that is applicable to it or the ownership of the Acquired Assets. No Seller Party has received any written notice or other communication (whether oral or written) from any Government Authority or any other Person regarding any actual, alleged, possible or potential violation of, or failure to comply with, any material Legal Requirement applicable to a Seller Party.

(b) The Seller Parties possess all Government Authorizations necessary for the ownership of their properties, except for such exceptions as, individually or in the aggregate, have not had and would not reasonably be expected to have a Seller Material Adverse Effect. Further, (i) to the Seller Parties' Knowledge, all such Government Authorizations are in full force and effect and (ii) no Seller Party has received any written notice of any event, inquiry, investigation or proceeding threatening the validity of such Government Authorizations.

4.11 Operations of the Seller. Except as set forth on Schedule 4.11 of the Seller Disclosure Schedule, since December 31, 2017, through the date of this Agreement, there has not been any change, event or condition of any character that has had or would reasonably be expected to have a Seller Parties Material Adverse Effect. Without limiting the generality of the foregoing, except as set forth on Schedule 4.11 of the Seller Disclosure Schedule, since December 31, 2017, no Seller Party has:

(a) sold, leased, transferred, or assigned any of its material assets;

(b) entered into any Material Contract outside the Ordinary Course of Business;

(c) accelerated, terminated, made material modifications to, or cancelled any Material Contract in any material respect;

(d) transferred, assigned, or granted any license or sublicense of any rights under or with respect to any Seller Intellectual Property Right, other than in the Ordinary Course of Business;

(e) incurred any Indebtedness or incurred or become subject to any material liability, except current liabilities incurred in the Ordinary Course of Business and Liabilities under Contracts (other than liabilities for breach) entered into in the Ordinary Course of Business;

(f) suffered any extraordinary losses or waived any rights of material value, whether or not in the Ordinary Course of Business;

(g) experienced any material damage, destruction, or loss (whether or not covered by insurance) to its property; or

(h) committed to do any of the foregoing actions.

#### 4.12 Material Contracts.

(a) Schedule 4.12(a) of the Seller Disclosure Schedule contains a complete and correct list identified by the Seller, as of the date of this Agreement, of the following Contracts to which any Seller Party is a party or by which any Seller Party is bound relating to the Acquired Assets (collectively, the "Material Contracts"), including:

(i) any agreement (or group of related agreements) for the lease of personal property to or from a Person providing for lease payment in excess of \$15,000 per annum, which is not terminable by the applicable Seller Party on less than ninety (90) days' notice;

(ii) any License Agreement currently in effect;

(iii) any License Agreement submitted to a Person for execution since January 1, 2017 but not yet executed and delivered to the applicable Seller Party by such Person;

(iv) any agreements relating to Intellectual Property Rights in and to the Halston Brands or any Related Mark;

(v) any agreement imposing continuing confidentiality obligations on any Seller Party;

(vi) all Contracts containing covenants that in any way purport to limit the freedom to engage in any line of business or to compete with any Person or in any geographical area; and

(vii) any other agreement the performance of which involves consideration in excess of \$15,000.

(b) All Material Contracts are in full force and effect and in written form and true, correct and complete copies of all Material Contracts, including any amendments, waivers, supplements or other modifications thereto, have been made available to the Buyers. No Seller Party is in violation or breach of or in default under any Material Contract. No Proceeding or event or condition has occurred or exists or, to the Seller Parties' Knowledge, is alleged by any party to have occurred or exist which, with notice or lapse of time or both, would constitute a default by any of the parties thereto of their respective obligations under a Material Contract (or would give rise to any right of termination or cancellation). To the Seller Parties' Knowledge, no party to a Material Contract is in breach of a Material Contract, or has expressed in writing, orally, or through any other means of communication, plans to breach, terminate, re-negotiate, or fail to renew a Material Contract. The Closing of the transactions contemplated in this Agreement will not trigger any payments under a Material Contract outside of the Ordinary Course of Business, and will not cause any Seller Party to be in breach of any Material Contract.

(c) Schedule 4.12(c) contains a complete and correct list of all written agreements, Contracts or instruments to which an Affiliate of any Seller Party is a party and pursuant to which a Seller Party is a beneficiary or obligor of any goods, services or other benefits related to the Acquired Assets.

4.13 Absence of Employee Benefit Plans.

(a) No Seller Party maintains or contributes to any Employee Benefit Plan which is for the benefit of any current or former employee, director or other personnel of such Seller Party and/or any ERISA Affiliate of such Seller Party or with respect to which such Seller Party or any ERISA Affiliate of such Seller Party has or may have a direct or indirect Liability.

(b) No Seller Party nor any ERISA Affiliate thereof contributes to, ever has contributed to, or ever has been required to contribute to any Multiemployer Plan or employee pension plan subject to Title IV of ERISA or Code Section 412 or has any Liability, or indirect Liability, including any Liability on account of a "partial withdrawal" or complete withdrawal (as defined in ERISA Sections 4205 and 4203 respectively), under any Multiemployer Plan or under Title IV of ERISA. Neither Seller Party nor any ERISA Affiliates are bound by any Contract that would result in any direct or indirect Liability described in ERISA Section 4204.

4.14 Insurance, Schedule 4.14 of the Seller Disclosure Schedule sets forth an accurate and complete summary of each insurance policy providing for liability exposure (including policies providing property, casualty, liability and workers' compensation coverage and bond and surety arrangements) to which any Seller Party is currently a party, a named insured or otherwise the beneficiary of coverage ("Insurance Policies"). All such Insurance Policies are in full force and effect. Since January 1, 2014, the Seller Parties have paid all premiums due thereunder and, except as set forth in Schedule 4.14 of the Seller Disclosure Schedule, no notice (whether oral or written) of cancellation of any such coverage or increase in premiums thereof has been received by any Seller Party.

4.15 Environmental Matters. Except as set forth on Schedule 4.15 of the Seller Disclosure Schedule, in the conduct of the Seller Parties' business and with respect to the ownership and operation of the Acquired Assets: (i) the Seller Parties have complied and are in compliance in all material respects with all Environmental and Safety Requirements; (ii) all Government Authorizations required under Environmental and Safety Requirements to be obtained by the Seller Parties are valid and in full force and effect, the Seller Parties have complied and are in compliance in all material respects with the terms and conditions of such permits and licenses; (iii) no Seller Party is subject to any suit, investigation, inquiry or proceeding by or before any court or Government Authority under Environmental and Safety Requirements in connection with its current or former operations, properties or facilities; (iv) no Seller Party, nor any of their respective predecessors or Affiliates, has caused a release of hazardous substances, and, to the Seller Parties' Knowledge, no condition of contamination by hazardous substances is present, at the Seller Parties' Leased Real Properties, if any and no facts, events or conditions relating to current or former facilities, properties or operations of any Seller Party or of its predecessors or Affiliates will give rise to any investigatory, remedial, or corrective obligations or other liabilities under Environmental and Safety Requirements; (v) neither this Agreement nor the consummation of the transactions contemplated hereby will result in any obligations for site investigation or cleanup, or notification to or consent of any Government Authority or other Person pursuant to any of the so-called "transaction-triggered" or "responsible property transfer" Environmental and Safety Requirements; (vi) no Seller Party has received any written notice, report or other information regarding any violation of, or liability or obligation under any Environmental and Safety Requirement or that any existing Government Authorization that was obtained under any Environmental and Safety Requirement is to be revoked or suspended by any Government Authority or is not currently operating or required to be operating under, or subject to any outstanding compliance order, Decree or agreement, any consent decree, order or agreement, or corrective action decree, order or agreement issued or entered into under, or pertaining to matters regulated by, any Environmental and Safety Requirement; (vii) no Seller Party owns or operates any underground storage tanks and no such underground tanks are in violation of any Environmental and Safety Requirement; (viii) neither Seller Party, nor any of their respective predecessors or Affiliates, has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, released, or exposed any Person to, any hazardous materials, or owned or operated any property or facility in a manner that has given or would give rise to any liabilities or investigative, corrective or remedial obligations pursuant to CERCLA or any other Environmental and Safety Requirement; and (ix) to the Seller Parties' Knowledge, the Seller Parties have provided to the Buyers access to all environmental audits and reports to the current and former operations and facilities of each Seller Party and their predecessors or Affiliates.

4.16 Intellectual Property.

(a) Schedule 4.16(a) of the Seller Disclosure Schedule attached hereto sets forth a complete and correct list of (i) all registered trademarks, service marks, copyrights and patents owned by any Seller Party; (ii) all pending applications for registration of any trademarks or service marks owned by any Seller Party; (iii) all trade names, common law trademarks and unregistered marks owned and used by any Seller Party; (iv) all internet domain names, social network site handles, and URLs used, registered or applied for by any Seller Party; and (v) to the Seller Parties' Knowledge, all Intellectual Property Rights related to the Halston Brands that are owned by any Person other than a Seller Party.

(b) Schedule 4.16(b) of the Seller Disclosure Schedule attached hereto sets forth a complete and correct list of: (i) all licenses or similar agreements or arrangements in which a Seller Party or its Affiliates are a licensor of Intellectual Property Rights that are related to or used in connection with the Acquired Assets, including any License Agreements or any similar arrangements or agreements, (ii) all licenses and similar agreements or arrangements in which a Seller Party or its Affiliates are a licensor of Intellectual Property Rights that are not otherwise listed under (i), and (iii) all other agreements or similar arrangements, in effect as of the date hereof, relating to the use of Intellectual Property Rights related to the Halston Brands as used by any Seller Party, including settlement agreements, consent-to-use or standstill agreements and standalone indemnification agreements.

(c) Except as set forth on Schedule 4.16(c) of the Seller Disclosure Schedule, (i) the Seller Parties own and possess all right, title and interest in and to, or have the enforceable right to use, the Intellectual Property Rights related to the Halston Brands, which are set forth in Schedule 4.16(a) of the Seller Disclosure Schedule, have a valid and enforceable right to use pursuant to the agreements set forth in Schedule 4.16(c) of the Seller Disclosure Schedule, or otherwise own and possess all right, title and interest in and to all other Intellectual Property Rights related to the Halston Brands free and clear of all Liens, other than Permitted Liens (collectively, the "Seller Parties Intellectual Property Rights"), and (ii) no Seller Party has licensed any of the Seller Parties Intellectual Property Rights to any Third Party.

(d) Except as set forth on Schedule 4.16(d), (i) no Seller Party has infringed, diluted, misappropriated or otherwise conflicted with any Intellectual Property Rights of any Person, including without limitation, rights under patents, trademarks, service marks, copyrights, publicity or personality rights, or otherwise; (ii) no Seller Party has Knowledge of any facts which indicate a likelihood of any of the foregoing; (iii) no Seller Party has received any written notices regarding any of the foregoing (including any demands that a Seller is required to license any Intellectual Property Rights, including Intellectual Property Rights related to the Halston Brands, from any Person or any requests for indemnification from customers) and (iv) no Seller Party has requested nor received any written opinions of counsel related to the foregoing.

(e) Except as set forth on Schedule 4.16(e) of the Seller Disclosure Schedule, (i) no loss or expiration of any of the Seller Parties Intellectual Property Rights is threatened, pending or reasonably foreseeable, except for those rights expiring at the end of their current registration terms without renewal by a Seller Party (and not as a result of any act or omission by a Seller Party, including a failure by a Seller Party to pay any required maintenance or renewal fees); (ii) all of the Seller Parties Intellectual Property Rights are valid and enforceable; (iii) no claim by any Third Party contesting the validity, enforceability, use or ownership of any of the Seller Parties Intellectual Property Rights has been made, is currently outstanding or to the Knowledge of any Seller Party is threatened; (iv) to the extent the Seller Parties Intellectual Property Right is protected by applications or registrations, each Seller Party will continue to maintain and protect such applications and registrations prior to the Closing so as not to adversely affect the validity or enforceability thereof; and (v) no Seller Party has disclosed or allowed to be disclosed any of its trade secrets or confidential information to any Third Party other than pursuant to a written confidentiality agreement and each Seller Party has entered into written confidentiality agreements with all of their employees and independent contractors acknowledging the confidentiality of the Seller Parties Intellectual Property Rights.

(f) Except as set forth on Schedule 4.16(f), no Person has infringed, diluted, misappropriated or otherwise conflicted with any of the Seller Parties Intellectual Property Rights and no Seller Party knows of any facts that indicate a likelihood of any of the same.

(g) Except as set forth on Schedule 4.16(g), all Intellectual Property Rights related to the Halston Brands and owned by the Seller were: (i) developed by employees of the Seller Parties working within the scope of their employment; (ii) developed by officers, directors, agents, consultants, contractors, subcontractors or others who have executed appropriate instruments of assignment in favor of the Seller Parties as assignee that have conveyed to the Seller Parties ownership of all of such Person's rights in such Intellectual Property Rights relating to such developments; or (iii) acquired in connection with acquisitions in which the Seller Party obtained appropriate representations, warranties and indemnities from the transferring party relating to the title to such Intellectual Property Rights. Notwithstanding the generality of the foregoing, each Person who is or was involved in the creation, development, or maintenance of the Intellectual Property Rights in the Halston Brands and the Halston Archives have assigned all Intellectual Property Rights to the Seller Parties or signed a work made for hire agreement under which all Intellectual Property Rights vest in Seller Parties.

(h) Except as set forth in Schedule 4.16(h) of the Seller Disclosure Schedule, none of the Seller Parties Intellectual Property Rights is subject to any proceeding or outstanding decree, order, judgment, agreement or stipulation restricting in any manner the use, transfer or licensing thereof by any Seller Party, or which may affect the validity, use or enforceability of the Seller Parties Intellectual Property Rights.

(i) The Seller Parties have collected, used, imported, exported and protected all personally identifiable information, and other information relating to individuals protected by law, in accordance with the privacy policies of the Seller Party and in accordance with applicable law, including by entering into agreements, where applicable, governing the flow of such information across national borders.

(j) Each item of the Seller Parties Intellectual Property Rights is valid, enforceable and subsisting in the United States and the jurisdictions set forth on Schedule 4.16(j) of the Seller Disclosure Schedule. Prior to the Closing, the Seller Parties will deliver to the Buyers all files, documents, or instruments necessary to the preservation and maintenance of the Seller Intellectual Property Rights.

(k) No Seller Party owns, nor has pending, any patent applications or patents.

(l) No Seller Party has or owns any copyright in any images of Roy Halston Frowick or in original sketches of products developed or similar materials that primarily relate to the Halston Brands.

(m) The Seller Parties have provided to the Buyer all user names and passwords associated with the social media handles or other identifiers included in the Seller Parties Intellectual Property Rights. The Seller Parties have complied with all Contracts and all associated policies and guidelines relating to their use of any social media platforms, sites or services in the conduct of the businesses of the Seller Parties (collectively, “Platform Agreements”). There are no Proceedings, audits or investigations settled, pending, or, to the Knowledge of Seller Parties, threatened alleging: (i) any breach or other violation of any Platform Agreement by Seller Parties; or (ii) defamation, any violation of publicity or privacy rights of any Person, or any other violation by the Seller Parties in connection with their use of social media in the conduct of the businesses of the Seller Parties.

4.17 Real Estate.

(a) Schedule 4.17(a) of the Disclosure Schedules sets forth all Owned Real Property. Seller Parties have good and marketable fee simple title to the Owned Real Property, free and clear of all Encumbrances.

(b) Schedule 4.17(b) of the Disclosure Schedules sets forth all Leased Real Property. Seller Parties are not in default under any lease agreements related to the Leased Real Property.

(c) Seller Parties have not received any written notice of existing, pending or threatened (i) condemnation proceedings affecting the real property, or (ii) zoning, building code or other moratorium proceedings, or similar matters which would reasonably be expected to materially and adversely affect the ability to operate the real property as currently operated. Neither the whole nor any material portion of any real property has been damaged or destroyed by fire or other casualty.

4.18 Labor Relations; Compliance. Seller Parties are not a party to or bound by any collective bargaining or other agreement with a labor organization representing any of the employees. Seller Parties are in compliance with all applicable Laws pertaining to employment and employment practices to the extent they relate to the employees.

4.19 Affiliate Transactions. Except as set forth on Schedule 4.19 of the Seller Disclosure Schedule, and with respect to the Acquired Assets (a) there are no Contracts between a Seller Party, on the one hand, and any Affiliate of any Seller Party or any member, interest or right holder or any family member or Affiliate of any such member, interest or right holder, on the other hand; (b) there are no Contracts between a Seller Party, on the one hand, and any Affiliate of any Seller Party or any employee or director or any family member or Affiliate of any such person, on the other hand, other than employment agreements entered into in the Ordinary Course of Business; and (c) there are no loans or other indebtedness owing by any Affiliate or employee of any Seller Party or any family member or Affiliate of any such Person to a Seller Party.

4.20 Brokers or Finders. No agent, broker, firm or other Person acting on behalf of a Seller Party or, to the Seller Parties’ Knowledge, any of their Affiliates is, or will be, entitled to any investment banking, commission, broker’s or finder’s fees from any of the Parties hereto, or from any Affiliate of any of the Parties hereto, in connection with any of the transactions contemplated by this Agreement.

4.21 Investment Representations and Warranties.

(a) Each Seller Party or its representatives are sophisticated investors familiar with the types of risks inherent in the acquisition of securities such as the Xcel Shares and that, by reason of its or its representatives knowledge and experience in financial and business matters in general, and investments of this type in particular, it or its representatives are capable of evaluating the merits and risks of an investment in the Xcel Shares.

(b) Each Seller Party understands that Xcel has determined that the exemption from the registration provisions of the Securities Act for transactions not involving a public offering is applicable to the issue and sale of the Closing Shares and the Earn-Out Shares (if applicable), based, in part, upon the representations, warranties and agreements made by the Seller Parties herein.

(c) Each Seller Party understands that (A) none of the Closing Shares or the Earn-Out Shares (if applicable) have been registered under the Securities Act or the securities laws of any state, based upon an exemption from such registration requirements for non-public offerings pursuant to Regulation D under the Securities Act; (B) the Closing Shares and the Earn-Out Shares (if applicable), are and will be “restricted securities”, as said term is defined in Rule 144 of the rules and regulations promulgated under the Securities Act; (C) none of the Closing Shares or the Earn-Out Shares (if applicable) may be sold or otherwise transferred unless they have been first registered under the Securities Act and all applicable state securities laws, or unless exemptions from such registration provisions are available with respect to said resale or transfer; (D) Xcel is under no obligation to register the Closing Shares or the Earn-Out Shares (if applicable) under the Securities Act or any state securities laws, or to take any action to make any exemption from any such registration provisions available; (E) the certificates for the Closing Shares and the Earn-Out Shares (if applicable) will bear a legend to the effect that the transfer of the securities represented thereby is subject to the provisions hereof; and (F) no Seller Party will sell or otherwise transfer any of the Closing Shares or the Earn-Out Shares (if applicable) or any interest therein, unless and until: (i) said securities shall have first been registered under the Securities Act and all applicable state securities laws; or (ii) the Seller Parties shall have first delivered to Xcel a written opinion of counsel (which counsel and opinion (in form and substance) shall be satisfactory to Xcel), to the effect that the proposed sale or transfer is exempt from the registration provisions of the Securities Act and all applicable state securities laws.

(d) Each Seller Party is an “accredited investor,” as such term is defined in Regulation D of the rules and regulations promulgated under the Securities Act.

(e) Each Seller Party is acquiring the Closing Shares and, if applicable, the Earn-Out Shares, for its own account and for the purpose of investment and not with a view to, or for resale in connection with, any distribution within the meaning of the Securities Act in violation of the Securities Act.



(f) Each Seller Party has been given access to and an opportunity to examine such documents, materials and information concerning Xcel as such Seller Party deems to be necessary or advisable in order to reach and informed decision as to an investment in the Closing Shares and, if applicable, the Earn-Out Shares.

4.22 Disclaimer of Other Representations and Warranties. Except for the representations and warranties contained in this Article IV or expressly contained in any other Related Agreement, no Seller Party makes any other representation or warranty, express or implied. Seller Parties' representations and warranties regarding the intent to use applications of the Halston Brands set forth on Schedule 4.22 hereto (the "Intent to Use Applications") are subject to Section 1060(a) of the Lanham Act and H Licensing, LLC's fulfillment of its obligations under the Cooperation Agreement and Seller Parties shall have no liability for any failure to transfer or assign, when assignable, the Intent to Use Applications solely as a result of Buyers failure to fulfill its obligations pursuant to the Lanham Act.

4.23 Pledged Shares. The Seller owns and, with respect to the Closing Shares, will own as of the Closing, the Pledged Shares of record and beneficially, free and clear of all Liens, other than Liens that, by virtue of the Seller Party Consent and Waiver, will be subordinated to the Lien under the Pledge Agreement and Liens arising under applicable securities laws.

## **ARTICLE V**

### **REPRESENTATIONS AND WARRANTIES OF THE BUYER**

The Buyer hereby represent and warrants to the Seller Parties, that the statements contained in this Article V are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date, except in each case as set forth in the disclosure schedule attached hereto (the "Buyer Disclosure Schedule"). Notwithstanding the foregoing, the representations and warranties in Sections 5.1(a), Section 5.2 and, to the Knowledge of Buyer, Section 5.7, shall be true and correct as of the date of this Agreement and will be correct and complete as of the Closing Date. The disclosures in any section or subsection of the Buyer Disclosure Schedule shall qualify the corresponding section or subsection in this Article V and any other section or subsection in which such disclosure is required to be included to the extent the relevance of such disclosure is reasonably apparent.

#### 5.1 Existence and Good Standing; Authorization.

(a) Buyer is an entity duly formed, validly existing and in good standing under the laws of the state of its formation. Buyer has all requisite power and authority to own, lease and operate its assets and properties and to carry on its business as currently conducted. Buyer is duly qualified and, to the extent applicable, is in good standing, in each jurisdiction in which the character or location of the property owned, leased or operated by Buyer or the nature of the business conducted by Buyer makes such qualification necessary, except where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a Buyer Material Adverse Effect. Buyer has all requisite power and authority to execute and deliver this Agreement and each other Related Agreement to which Buyer is a party, to perform its obligations hereunder and thereunder and to consummate the sale and the other transactions contemplated hereby and thereby. The execution, delivery and performance by Buyer of this Agreement and each other Related Agreement to which it is a party, and the consummation by it of the transactions contemplated hereby and thereby, have been duly authorized and approved, and no other action on the part of Buyer is necessary to authorize the execution, delivery and performance by Buyer of this Agreement or any other Related Agreement to which Buyer is a party or the consummation thereby of the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Buyer and constitutes, and, with respect to each other Related Agreement, upon its execution and delivery by Buyer to which it is a party thereto, will constitute, assuming the due execution of this Agreement and such other Related Agreement by the Seller Parties and/or the other parties thereto, a valid and binding obligation of Buyer enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, receivership and similar laws affecting the enforcement of creditors' rights generally, and general equitable principles.

5.2 Consents and Approvals; No Violations. Except as set forth on Schedule 5.2 of the Buyer Disclosure Schedule, the execution and delivery of this Agreement by Buyer, and the execution and delivery of each Related Agreement to which Buyer is a party, and the consummation of the transactions contemplated hereby and thereby do not and will not:

(a) violate or conflict with any provisions of the Organizational Documents of Buyer;

(b) violate any Legal Requirement or Decree to which Buyer is subject or by which any of their respective material properties or assets are bound;

(c) require any permit, consent or approval of, or the giving of any notice to, or filing with any Government Authority on or prior to the Closing Date; or

(d) result in a material violation or breach of, conflict with, constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, payment or acceleration) under, or result in the creation of any Lien upon any of the material properties or assets of Buyer under any of the material terms, conditions or provisions of any material contract or any other instrument or obligation to which Buyer is a party, or by which it or any of their respective material properties or assets may be bound; excluding from the foregoing clauses (b), (c) and (d) permits, consents, approvals, notices and filings the absence of which, and violations, breaches, defaults and Liens the existence of which, would not, individually or in the aggregate, reasonably be expected to prevent the Buyer from performing its obligations under this Agreement.

5.3 Undisclosed Liabilities. Other than as set forth on Schedule 5.3 of the Buyer Disclosure Schedule, Buyer has no material liability (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated and whether due or to become due), except for Liabilities arising between the date hereof and the Closing Date.

5.4 Compliance with Laws.

(a) Buyer is in full compliance with each Legal Requirement that is applicable to it or to the conduct or operation of its business or the ownership of its assets, except for such non-compliance, individually or in the aggregate, as would not reasonably be expected to have a Buyer Material Adverse Effect. Buyer has not received any written notice or other communication (whether oral or written) from any Government Authority or any other Person regarding any actual, alleged, possible or potential violation of, or failure to comply with, any material Legal Requirement.

(b) Buyer possesses all Government Authorizations necessary for the ownership of its properties and the conduct of its business as currently conducted, except for such exceptions as, individually or in the aggregate, have not had and would not reasonably be expected to have a Buyer Material Adverse Effect. Further, (i) to the Buyer's Knowledge, all such Government Authorizations are in full force and effect and (ii) Buyer has not received any written notice of any event, inquiry, investigation or proceeding threatening the validity of such Government Authorizations.

5.5 Litigation. Except as set forth on Schedule 5.5 of the Buyer Disclosure Schedule:

(a) There is no material Proceeding pending or, to the Buyer's Knowledge, threatened, against Buyer.

(b) There is no Decree to which the Buyer is subject, and the Buyer is in compliance with each Decree to which it or its properties or assets are subject.

5.6 Buyer Environmental Matters. Buyer has complied and is in compliance in all material respects with all Environmental and Safety Requirements. All Government Authorizations required under Environmental and Safety Requirements to be obtained by Buyer are valid and in full force and effect, Buyer has complied and is in compliance in all material respects with the terms and conditions of such permits and licenses. Buyer is not subject to any suit, investigation, inquiry or proceeding by or before any court or Government Authority under Environmental and Safety Requirements in connection with its current or former operations, properties or facilities. Neither Buyer nor any of its predecessors or Affiliates, has caused a release of hazardous substances, and, to the Buyer's Knowledge, no condition of contamination by hazardous substances is present, at any of Buyer's Leased Real Properties, if any and no facts, events or conditions relating to current or former facilities, properties or operations of Buyer or of its predecessors or Affiliates will give rise to any investigatory, remedial, or corrective obligations or other liabilities under Environmental and Safety Requirements. Neither this Agreement nor the consummation of the transactions contemplated hereby will result in any obligations for site investigation or cleanup, or notification to or consent of any Government Authority or other Person pursuant to any of the so-called "transaction-triggered" or "responsible property transfer" Environmental and Safety Requirements. To the Buyer's Knowledge, Buyer has made available to the Seller Parties copies of all material documents within its possession (including all Phase I and Phase II reports) concerning compliance with Environmental and Safety Requirements with respect to the current or former operations or facilities of Buyer and its predecessors and Affiliates. Buyer has not received any written notice, report or other information regarding any violation of, or liability or obligation under any Environmental and Safety Requirement or that any existing Government Authorization that was obtained under any Environmental and Safety Requirement is to be revoked or suspended by any Government Authority or is not currently operating or required to be operating under, or subject to any outstanding compliance order, Decree or agreement, any consent decree, order or agreement, or corrective action decree, order or agreement issued or entered into under, or pertaining to matters regulated by, any Environmental and Safety Requirement. Buyer does not own or operate any underground storage tanks and no such underground tanks are in violation of any Environmental and Safety Requirement. Neither Buyer, nor any of its predecessors or Affiliates, has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, released, or exposed any Person to, any hazardous materials, or owned or operated Buyer's business or any property or facility relating to any Buyer's business in a manner that has given or would give rise to any liabilities or investigative, corrective or remedial obligations pursuant to CERCLA or any other Environmental and Safety Requirement.

5.7 Taxes. There are no Taxes due and payable by Buyer which have not been timely paid. There are no accrued and unpaid Taxes of Buyer which are due, whether or not assessed or disputed. There have been no examinations or audits of any Tax Returns of Buyer by any Government Authority. Buyer has duly and timely filed all Tax Returns required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to Taxes for any year.

5.8 Brokers' or Finders' Fees. No agent, broker, firm or other Person acting on behalf of Buyer is, or will be, entitled to any investment banking, commission, broker's or finder's fees from any of the parties hereto for which the Seller would be responsible to pay, or from any Person controlling, controlled by or under common control with any of the parties hereto, in connection with any of the transactions contemplated by this Agreement.

5.9 Xcel Shares. All of the Xcel Shares issuable in accordance with this Agreement and the Related Agreements will be, when so issued, duly authorized, validly issued, fully paid and non-assessable and free and clear of any Liens (other than those created under federal and state securities laws, any Lock-Up Agreement, and the Voting Agreement) and not subject to preemptive or other similar rights of the stockholders of Xcel.

5.10 Disclaimer of Other Representations and Warranties. Except for the representations and warranties contained in this Article V or expressly contained in any other Related Agreement, Buyer makes no other representation or warranty, express or implied.

**ARTICLE VI**  
**INTENTIONALLY OMITTED**

**ARTICLE VII**  
**COVENANTS**

7.1 Efforts to Closing. On the terms and subject to the conditions in this Agreement, and provided that Buyer is not in default hereunder, each Seller Party agrees to use commercially reasonable efforts to take, or cause to be taken, all actions as may reasonably be necessary to consummate the transactions contemplated hereby and to cause the conditions set forth in Article VIII to be satisfied as soon as practicable after the date hereof but not later than February 28, 2019, and Buyer agrees to use commercially reasonable efforts to take, or cause to be taken, all actions as may reasonably be necessary to consummate the transactions contemplated hereby and to cause the conditions set forth in Article IX to be satisfied as soon as practicable after the date hereof but not later than February 28, 2019. Without limiting the generality of the foregoing, each Seller Party shall give or cause to be given any notices to Third Parties required to be given pursuant to any Contract to which it is a party as a result of this Agreement or any of the transactions contemplated hereby. Each Seller Party shall use commercially reasonable efforts to obtain prior to the Closing, and deliver to the Buyer at or prior to the Closing, all consents, waivers and approvals required to be obtained under each Contract to which it is a party or by which it is bound in form and substance reasonably acceptable to the Buyer. The Buyer shall use commercially reasonable efforts to cooperate with the Seller Parties in the Seller Parties' efforts to obtain the aforementioned consents, including by providing such information as the other contracting parties may reasonably request.

7.2 Press Releases and Public Announcements. No Party shall issue any press release or make any public announcement relating to the existence or subject matter of this Agreement without the prior written approval of the other Party; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law or any listing requirement (including, without limitation, the listing requirements of the Nasdaq Global Market and securities laws applicable to Xcel) or trading agreement concerning its publicly-traded securities (in which case the disclosing Party will use commercially reasonable efforts to advise the other Party a reasonable period of time prior to making the disclosure and to provide such other Party the opportunity to comment thereon). The Seller Parties acknowledge and agree that Xcel may be required to file a Current Report on Form 8-K disclosing the transactions contemplated by this Agreement and attaching as an exhibit thereto a copy of this Agreement.

7.3 Cooperation. The Parties shall cooperate with each other, and shall use their commercially reasonable efforts to cause their respective Representatives to cooperate with each other, to provide an orderly transition of the Acquired Assets from the Seller to Buyer and to minimize the disruption to the Seller operations resulting from the transactions contemplated hereby.

7.4 Taxes Related to Purchase of Assets; Tax Cooperation.

(a) The Buyer, on the one hand, and the Seller, on the other hand, shall each be responsible for one-half of any and all stamp, transfer, documentary, sales and use, registration and other similar taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the transactions contemplated hereby (collectively, the "Transfer Taxes") regardless of the Person liable for such Transfer Taxes under applicable Legal Requirements. Except to the extent required to be filed by the Seller, the Buyer shall properly file on a timely basis all necessary Tax Returns and other documentation with respect to all Transfer Taxes, provided that the Buyer shall provide copies of all such Transfer Tax Returns to the Seller at least twenty (20) days prior to the due date thereof for Seller's review and approval. The non-filing Party shall promptly reimburse the filing Party for 50% of the amount of such Transfer Tax within ten (10) Business Days of receipt by the non-filing Party of evidence of the timely filing and payment thereof. The provisions of this Section 7.2 and no other provision, shall govern the economic burden of Transfer Taxes. Each of Buyer and Seller shall (and shall cause their respective Affiliates to) timely sign and deliver such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce), or file Tax Returns or reports with respect to, Transfer Taxes.

(b) All Taxes and assessments on the Acquired Assets for any taxable period commencing on or prior to the Closing Date and ending after the Closing Date (a “Straddle Period”) shall be prorated between the Buyer and the Seller as of the close of business on the Closing Date based on the best information then available, with (a) the Seller liable for such Taxes attributable to any portion of a Straddle Period ending on or prior to the Closing Date and (b) the Buyer being liable for such Taxes attributable to any portion of a Straddle Period beginning after the Closing Date. Information available after the Closing Date that alters the amount of Taxes due with respect to the Straddle Period will be taken into account and any change in the amount of such Taxes shall be prorated between the Buyer the Seller as set forth in the next sentence. All pro-rations of Straddle Period Taxes on the Acquired Assets shall be allocated so that items relating to the portion of a Straddle Period ending on or prior to the Closing Date shall be allocated to the Seller based upon the number of days in the Straddle Period on or prior to the Closing Date and items related to the portion of a Straddle Period beginning after the Closing Date shall be allocated to the Buyer based upon the number of days in the Straddle Period after the Closing Date. The amount of all such prorations that must be paid in order to convey the Acquired Assets to the Buyer free and clear of all Liens other than Permitted Liens have been calculated and shall be paid on the Closing Date; all other prorations shall be calculated and paid as soon as practicable thereafter.

(c) The Seller and the Buyer shall (and shall cause their respective Affiliates to) cooperate fully with each other and make available or cause to be made available to each other for consultation, inspection and copying (at such other party’s expense) in a timely fashion such personnel, Tax data, relevant Tax Returns or portions thereof and filings, files, books, records, documents, financial, technical and operating data, computer records and other information as may be reasonably requested, including, without limitation, (a) for the preparation by such other party of any Tax Returns or (b) in connection with any Tax audit or proceeding including one party (or an Affiliate thereof) to the extent such Tax audit or proceeding relates to or arises from the transactions contemplated by this Agreement.

#### 7.5 Restrictive Covenant of Seller Parties; Termination of Restrictive Covenants of Buyer and its Affiliates.

(a) For a period of two years after the Closing, each Seller Party agrees that it shall not, and shall cause its licensees, distributors, successors and assigns and their respective Affiliates not to, directly or indirectly, on its own behalf, as an agent of, on behalf of or in conjunction with, or as a member, partner or shareholder of, or through management, operation, control (or participation in the ownership, management, operation or control of) any other firm, corporation or other entity or Person interfere with (i) any relationship between Buyer or any Affiliate of Buyer, on the one hand, and any licensee of any of the Halston Brands or H by H Brands (as such term is defined in that certain Asset Purchase Agreement dated as of December 22, 2014 by and among Xcel, H Licensing, LLC, Seller and Parent (the “Prior Asset Purchase Agreement”)) or any distributor or retailer of products bearing any of the Halston Brands or the H by H Brands, on the other hand; or (ii) Buyer’s products or marks. Subject to the foregoing, nothing in this Agreement shall be deemed to limit in any way whatsoever any Seller Parties or their respective Affiliates and their respective managers, members, officers, directors, agents, attorneys and employees from accepting employment, entering any engagement in any field, including apparel, or investing in other opportunities, including the apparel industry.

(b) Effective as of the Closing, the restrictive covenants imposed on the Buyer, its licensees, distributors, successors, assigns and their respective Affiliates under Section 7.3 of the Prior Asset Purchase Agreement be terminated and have no further force or effect.

7.6 Acquired Assets.

The Seller agrees to execute on or before the Closing Date all necessary documents with respect to the assignment of the Acquired Assets owned by Seller to the Buyer (including, without limitation, registrations thereof, if any). Upon the written request of Buyer its successors, legal representatives or assigns, Seller agrees that at any time from and after the Closing Date, Seller will use commercially reasonable efforts to communicate with the Buyer, its successors, legal representatives and assigns all information known to Buyer relating to the Acquired Assets in the United States and worldwide and that Seller will execute and deliver any papers, make rightful oaths, testify in any legal proceedings, and perform all other lawful acts reasonably deemed necessary or desirable by Buyer, its successors, legal representatives and assigns, to convey or perfect the Buyer's rights to the Acquired Assets and to enforce or defend Buyer's and their assigns' rights in and to the Acquired Assets.

7.7 Additional Financial Statements. The Seller Parties shall use commercially reasonable efforts to assist the Buyer in the preparation of any financial statements required by the SEC in connection with the transactions contemplated by this Agreement, if any, at the Seller Parties' cost and expense, including without limitation providing the Buyer with full access during normal business hours, and in a manner so as not to interfere with the normal business operations of the Seller Parties and on reasonable advance notice, but in any event not less than five (5) Business Days, to all relevant books, records, work papers, information and employees and auditors of the Seller Parties, solely to the extent necessary in connection with the preparation of any such financial statements.

7.8 Confidentiality. From and after the date hereof, each Seller Party shall, and shall cause each of their respective Affiliates to, treat as confidential and use commercially reasonable efforts to safeguard and not to use, except as expressly agreed in writing by the Buyer, any and all Seller Information included within the Acquired Assets, including the Seller Parties Intellectual Property Rights, in each case using the standard of care reasonably necessary to prevent the unauthorized use, dissemination or disclosure of such Seller Information. For purposes of this Section 7.8, from and after the date hereof, confidential information included within the Acquired Assets shall be deemed to be "Seller Information" notwithstanding the fact that such information was available to or in the possession of any Seller or any of their Affiliates prior to the Closing. Notwithstanding the generality of the foregoing, nothing in this Section 7.8 shall prohibit any Party from making public disclosures required by applicable Legal Requirements, according to Section 12.1.

7.9 Access to Records. At all times after the Closing, each Seller Party will permit the Buyer and its Affiliates reasonable access on not less than five (5) business days prior written notice, during normal business hours, at the sole cost and expense of the Buyer and in a manner that will not unreasonably interfere with the normal operations of the Seller Parties, to and the right to make copies of the Books and Records and such other books and records of the Seller Parties relating to the Acquired Assets in the Seller Party's possession or control; provided, however, that the Buyer shall only use such information (a) to protect or enforce their rights to the Acquired Assets or to perform or enforce their rights or obligations under this Agreement and the Related Agreements or (b) in connection with tax or other regulatory filings, litigation or financial reporting. In addition, the Seller Parties will make available to the Buyer or its Affiliates, upon reasonable request and to the extent still employed by the Seller Parties, personnel who are familiar with any such matter requested.

7.10 Recording of Intellectual Property Assignments. The Seller Parties and the Buyer shall cooperate to timely record and file the appropriate intellectual property assignments with the appropriate Government Authorities as promptly as practicable following the Closing.

7.11 Further Assurances. From time to time following the Closing, each Party shall execute and deliver, or cause to be executed and delivered, such instruments and documents as a party may reasonably request or as may be otherwise necessary to more effectively consummate the transactions contemplated hereby, including any intellectual property assignments pursuant to Section 2.4. Following the Closing, the Seller Parties agree to forward to the Buyer any correspondence or other communications addressed to any Seller Party received by them that relates to the Acquired Assets. Notwithstanding the generality of the foregoing, Seller Parties shall provide and coordinate all assistance to Buyer and its Affiliates in connection with the Halston Brands and Related Marks, including without limitation actions and assistance set forth in the Cooperation, Consent and Contingent License Agreement entered into on December 22, 2014, by and among Xcel, H Licensing, LLC and the Seller. Accordingly, to the fullest extent necessary, the Parties agree that such Cooperation, Consent and Contingent License Agreement shall (a) continue to the fullest extent necessary to allow Seller to execute any remaining obligations thereunder; and (b) to the extent required to allow Seller to perform its obligations under this Agreement, apply in full force and effect to the Halston Brands as defined hereunder.

## **ARTICLE VIII**

### **CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE**

The Buyer's obligation to purchase the Acquired Assets and the Buyer's obligation to take the other actions required to be taken by the Buyer at the Closing is subject to the satisfaction at or prior to the Closing, of each of the following conditions (any of which may be waived by the Buyer, in whole or in part):

8.1 Truth of Representations and Warranties. The representations and warranties of the Seller Parties contained in this Agreement that are qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, as of the date of this Agreement and on and as of the Closing Date, except to the extent that any such representation or warranty expressly relates to an earlier date, in which case such representation and warranty qualified as to materiality shall be true and correct, and such representation and warranty not so qualified shall be true and correct in all material respects, as of such earlier date.



8.2 Fairness Opinion. The Buyer shall have obtained such fairness or valuation opinion as the Buyer deems appropriate in its sole discretion (the “Fairness Opinion”).

8.3 No Injunction. No court or other Government Authority shall have issued a Decree, which shall then be in effect, restraining or prohibiting the completion of the transactions contemplated hereby.

8.4 Governmental and Other Approvals. All of the Government Authorizations and third-party consents and approvals set forth on Schedule 8.6 shall have been received and shall be in full force and effect.

8.5 Lien Releases and Payoff Letters. The Buyer shall have received copies of releases of all Liens (other than Permitted Liens) against any asset, property or right included in the Acquired Assets and a payoff letter from the applicable lenders or secured parties, in each case in form and substance satisfactory to the Buyer, including without limitation (a) a payoff letter from Bank Hapoalim evidencing payment in full all amounts owed to it by the Seller Parties and the termination of any loan or credit agreements between Bank Hapoalim, as lender, and the Seller Parties, as borrowers; (b) filed copies of UCC-3 termination statements terminating all UCC-1 financing statements with any Seller Party as a debtor and Bank Hapaolim as secured party and (c) filed copies of all terminations of any Liens recorded with the United States Patent and Trademark Office or any comparable foreign recording office(s).

8.6 Assignments. The Buyer shall have received written assignments, in forms reasonably satisfactory to the Buyer, of all Intellectual Property Rights and all Assigned Contract included in the Acquired Assets.

8.7 Completion of Due Diligence. Buyer shall have completed, to its reasonable satisfaction, a due diligence investigation of the Seller Parties.

8.8 No Seller Parties Material Adverse Effect. From the date hereof to the Closing Date, there shall not have occurred any event, circumstance or effect that has had or would reasonably be expected to have a Seller Parties Material Adverse Effect.

8.9 Financing. The Buyer shall have completed a debt, equity or other financing of at least Eight Million Two Hundred Thousand Dollars (\$8,350,000) on terms and conditions satisfactory to the Buyer in its sole discretion.

8.10 No Decree or Proceeding. No Decree or Proceeding shall be pending against the Seller Parties which would be reasonably expected to (i) prevent consummation of any of the transactions contemplated by this Agreement or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation thereof.

8.11 Seller Party Creditor Amendment and Consents; Lien Releases. The Seller Party Amendment and Consents shall have been executed and delivered by each creditor party thereto, in each case in favor of the Buyer and Xcel, and the Buyer and Xcel shall have received filed copies of UCC-3 amendments removing all assets (other than the Pledged Shares that are not Closing Shares) from the collateral description in the related UCC-1 financing statements with any such creditor party, as secured party, and any Seller Party, as debtor.

8.12 JS License Agreement. Xcel or the Buyer, on the one hand, and Group JS International, Ltd (“Group JS”), on the other hand, shall have entered into a license agreement providing for guaranteed minimum royalties payable by Group JS to Xcel or the Buyer in an amount acceptable to the Buyer, which license agreement shall be otherwise acceptable, in form and substance, to the Buyer and Xcel.

8.13 Lock-Up and Voting Agreement. The Seller and Xcel shall have executed (a) a lock-up agreement in the form attached hereto as Exhibit C (a “Lock-Up Agreement”) and (b) a voting agreement in the form attached hereto as Exhibit D (the “Voting Agreement”).

8.14 Pledge Agreement and Pledged Shares. The Seller and the Buyer shall have entered into the Pledge Agreement and the Seller shall have delivered all certificates representing the Pledged Shares to the Buyer, to be held by the Buyer in accordance with the Pledge Agreement.

8.15 Closing Deliverables. In addition to any other documents to be delivered or actions to be taken under other provisions of this Agreement, at the Closing, the Seller Parties shall deliver to the Buyer:

(a) One or more executed bills of sale in form and substance reasonably satisfactory to the Buyer transferring to the Buyer all tangible assets included in the Acquired Assets;

(b) In respect of the Acquired Assets, such documents as Buyer may reasonably require to effect the transfer to the Buyer of the Seller Parties’ interests therein free and clear of all Liens, other than Liens arising as a result of any action taken by any Buyer or any of its Affiliates;

(c) Counterparts of all Related Agreements executed by the parties thereto, as applicable;

(d) Certified copies of the resolutions of the managers and the members of the Seller Parties authorizing the execution, delivery, and performance of this Agreement by the Seller Parties and the consummation of the transactions provided for herein;

(e) An executed assignment and assumption of the Seller Parties Intellectual Property Rights, in form and substance reasonably acceptable to the Buyer;

(f) A receipt for the cash portion of the Initial Purchase Price received in accordance with the instructions of the Seller Parties and an acknowledgement of the issuance of the Closing Shares in the Seller’s name when delivered to the Buyer to be held in accordance with the Pledge Agreement;

(g) A non-foreign affidavit dated as of the Closing Date, sworn under penalty of perjury and in the form required under treasury regulations issued pursuant to Code §1445 stating that no Seller Party is a foreign person as defined in Code §1445; and

(h) Certificates of the Secretaries of State (or other applicable office) in each jurisdiction in which the Seller Parties are organized, dated as of the Closing Date (or as close thereto as reasonably practicable), certifying as to the good standing (to the extent such concept is recognized in such jurisdiction) and non-delinquent status of such entities.

**ARTICLE IX**  
**CONDITIONS PRECEDENT TO THE SELLER PARTIES' OBLIGATION TO CLOSE**

All obligations of the Seller Parties under this Agreement are subject to the fulfillment of each of the following conditions, any or all of which may be waived in whole or in part by the Seller Parties, in their sole discretion:

9.1 Truth of Representations and Warranties. The representations and warranties of the Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, as of the date of this Agreement and on and as of the Closing Date, except to the extent that any such representation or warranty expressly relates to an earlier date, in which case such representation or warranty that is qualified as to materiality shall be true and correct, and such representation and warranty not so qualified shall be true and correct in all material respects, as of such earlier date.

9.2 No Injunction. No court or other Government Authority shall have issued a Decree, which shall then be in effect, restraining or prohibiting the completion of the transactions contemplated hereby.

9.3 Governmental and Other Approvals. All Government Authorizations and third-party consents and approvals set forth on Schedule 9.5 shall have been received and shall be in full force and effect.

9.4 Closing Deliverables. In addition to any other documents to be delivered or actions to be taken under other provisions of this Agreement, at Closing, the Buyer shall deliver to the Seller Parties the following:

(a) The Purchase Price as provided in Sections 3.2 and 3.3;

(b) Counterparts of all Related Agreements, executed by the parties thereto; and

(c) A certified copy of the resolutions of the Buyer authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions provided for herein.

**ARTICLE X**  
**INTENTIONALLY OMITTED**

**ARTICLE XI**  
**INDEMNIFICATION; REMEDIES**

11.1 Survival. All representations and warranties made by the Seller Parties or the Buyers, herein, or in any certificate, schedule or exhibit delivered pursuant hereto, shall survive the Closing and continue in full force and effect until the 24-month anniversary of the Closing Date (the "Survival Date"), other than in the case of fraud and except as to any matters with respect to which a bona fide written claim shall have been made or action at law or in equity shall have been commenced before such date, in which event survival shall continue (but only with respect to, and to the extent of, such claim or action); provided, however, that the representations and warranties (i) in Section 4.8 (Taxes) shall survive and remain in full force and effect until 30 days after the expiration of the applicable statute of limitations for the assessment of Taxes (including all periods of extension, whether automatic or permissive) and (ii) in Sections 4.1 (Organization and Good Standing), 4.2 (Enforceability; Authority), 4.5 (Title to Assets), 4.20 (Brokers' or Finders' Fees), 5.1 (Existence and Good Standing; Authorization) and 5.8 (Brokers' or Finders' Fees) (the "Core Representations") shall survive and remain in full force and effect indefinitely. Each covenant and agreement of any of the Parties contained in this Agreement, which by its terms is required to be performed after the Closing Date, shall survive the Closing and remain in full force and effect until such covenant or agreement is performed.

11.2 Indemnification by Seller Parties. Subject to the limitations set forth in this Article XI, each Seller Party shall jointly and severally indemnify, defend and hold harmless the Buyer, Xcel and their respective managers, members, officers, directors, agents, attorneys and employees, (hereinafter "Buyer Indemnified Parties") from and against any and all actual losses, claims, liabilities, debts, damages, fines, penalties, costs (in each case including, without limitation, reasonable out-of-pocket expenses (including, without limitation, reasonable fees and expenses of counsel)) that they incur (collectively, "Damages") incurred as a result of:

(a) the breach of any representation or warranty of the Seller Parties contained in this Agreement or in any certificate or other instrument furnished to the Buyer by the Seller Parties pursuant to this Agreement;

(b) the material breach of, default under or nonfulfillment of any covenant, obligation or agreement of the Seller Parties under this Agreement, any Related Agreement or the agreements and instruments contemplated therein, which is not cured within thirty (30) days from a Seller Parties' receipt of notice thereof;

(c) the Excluded Assets;

(d) the Excluded Liabilities;

(e) any clawback of all or any portion of the Purchase Price or any other amount paid or payable by any Buyer Indemnified Party related, directly or indirectly, to any Bankruptcy Event, including the HOC ABC (a "Bankruptcy Clawback");

(f) any Proceeding disclosed in Schedule 4.9;

(g) the matters disclosed in Schedule 4.8(c);

(h) any Proceeding by or on behalf of any creditor of Seller, Parent, HOC or any of their respective Affiliates, including that certain Civil Action No. 2:18-cv-10164-AB-RAO commenced by Texmont Design Limited against HOC, Parent, the Seller and Xcel on December 10, 2018 in the United States District Court for the Central District of California or any similar Proceeding;

- (i) any matters related to the operation of the business of the Seller Parties and their Affiliates prior to the Closing; or
- (j) any and all actions, suits, or proceedings, incident to any of the foregoing.

11.3 Indemnification by Buyer. Subject to the limitations set forth in this Article XI, the Buyer will each indemnify, defend and hold harmless the Seller Parties and their respective stockholders, managers, officers, directors, agents, attorneys and employees (hereinafter "Seller Indemnified Parties" and, together with the Buyer Indemnified Parties, the "Indemnified Party") from and against any and all Damages incurred or sustained by the Seller Indemnified Parties as a result of:

- (a) the breach of any representation or warranty of the Buyer contained under this Agreement or any certificate or other instrument furnished by the Buyer to the Seller Parties pursuant to this Agreement;
- (b) the material breach of, default under or nonfulfillment of any covenant, obligation or agreement by the Buyer under this Agreement, any Related Agreement or in the agreements and instruments contemplated therein, which is not cured within thirty (30) days of Buyer's receipt of notice thereof;
- (c) the Acquired Assets, solely with respect to matters arising following the Closing; or
- (d) any and all actions, suits, or proceedings incident to any of the foregoing.

11.4 Limitation on Liability.

(a) Neither the Seller Parties nor the Buyer shall have any Liability for Damages under, respectively, Section 11.2(a) or Section 11.3(a), and neither the Seller Indemnified Parties nor the Buyer Indemnified Parties shall have the right to seek indemnification under, respectively, Section 11.2 or Section 11.3 until the aggregate amount of the Damages incurred by such Indemnified Party exceeds \$50,000 (the "Deductible"), and then, subject to the limitations on recovery and recourse set forth in this Article XI, only for such Damages which exceed, in the aggregate, the Deductible. Notwithstanding the foregoing, the limitations in this Section 11.4(a) shall not apply to (i) any breach of a Core Representation, (ii) any of the matters described in paragraphs (b) through (i) of Section 11.2, (iii) in the case of fraud, or (iv) in connection with any failure by the Buyer to make any payment of the Purchase Price when due.

(b) The aggregate liability of the Seller Parties on the one hand, and the Buyer on the other hand, for all Damages under Section 11.2 or Section 11.3, as applicable, shall not exceed (i) \$3,750,000 (the "Cap") in the case of claims for Damages made prior to the six month anniversary of the Closing Date, and (ii) \$1,500,000 (the "Decreased Cap") in the case of claims for Damages made on or following the six month anniversary of the Closing Date; provided, however, that neither the Cap nor the Decreased Cap shall apply to (i) any breach of a Core Representation, (ii) any of the matters described in paragraphs (b) through (j) of Section 11.2, (iv) in the case of fraud, or (v) in connection with any failure by the Buyer to make any payment of the Purchase Price when due.

(c) In determining the amount of Damages in respect of a claim under this Article XI, there shall be deducted an amount equal to the amount of any third-party insurance proceeds actually received by the Indemnified Party making such claim with respect to such Damages less the cost of any increase in insurance premiums over the projected period of such increase as a result of making a claim for such Damages, provided that there shall be no obligation to make a claim, and no offset against Damages shall be made, if a party reasonably believes that making a claim for such Damages is reasonably likely to result in a non-renewal of the insurance policy.

(d) Except for liability resulting from fraud, and notwithstanding anything contained herein to the contrary, neither Buyer nor Seller Parties shall be liable under this Agreement for any lost profits, punitive, or exemplary damages of any kind or nature, regardless of the form of action through which such damages are sought.

#### 11.5 Other Indemnification Provisions.

(a) To the extent that any representations and warranties of the Seller Parties or the Buyer, as applicable, have been breached, thereby entitling the non-breaching party to indemnification pursuant to Section 11.2(a) or Section 11.3(a) hereof, it is expressly agreed and acknowledged by the parties that, solely for purposes of calculation of Damages in connection with any right to indemnification, the representations and warranties of the Seller Parties or the Buyer, as applicable, that have been breached shall be deemed not qualified by any references therein to materiality generally, knowledge or to whether or not any breach or inaccuracy results in a Seller Parties Material Adverse Effect or Buyer Material Adverse Effect.

(b) An Indemnified Party's right to indemnification pursuant to this Article XI shall, except for equitable relief and specific performance of covenants that survive Closing, be the sole and exclusive remedy available to such Indemnified Party with respect to any matter arising under or in connection with this Agreement or the transactions contemplated hereby, other than for claims of fraud.

11.6 Procedure for Indemnification. The procedure to be followed in connection with any claim for indemnification by Buyer Indemnified Parties under Section 11.2 or Seller Indemnified Parties under Section 11.3 or any claims by one party against the other is set forth below:

(a) Notice. Whenever any Indemnified Party shall have received notice that a claim has been asserted or threatened against such Indemnified Party, which, if valid, would subject the indemnifying party (the "Indemnifying Party") to an indemnity obligation under this Agreement, the Indemnified Party shall promptly notify the Indemnifying Party of such claim; provided, however, that failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its indemnification obligations hereunder, except to the extent the Indemnifying Party is actually prejudiced thereby. Any such notice must be made to the Indemnifying Party not later than the expiration of the applicable survival period specified in Section 11.1 above.

(b) Defense of a Third Party Claim. If any Third Party shall notify any party with respect to any matter (a “Third Party Claim”) that may give rise to a claim for indemnification against any other party under this Article XI, the Indemnifying Party will have the right, but not the obligation, to assume the defense of the Third Party Claim so long as (i) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third Party Claim and fulfill its indemnification obligations hereunder, (ii) uses counsel reasonably satisfactory to the Indemnified Party, (iii) the Indemnifying Party acknowledges its obligation to indemnify the Indemnified Party hereafter in respect of such matters and (iv) the relief sought is monetary damages.

(c) After notice from the Indemnifying Party to the Indemnified Party of its election to assume the defense of the Third Party Claim, the Indemnifying Party shall not, as long as the Indemnifying Party diligently conducts such defense, be liable to the Indemnified Party for any legal or other expense subsequently incurred by the Indemnified Party in connection with the defense thereof, other than reasonable costs of investigation; provided, however, that if counsel defending such Third Party Claim shall advise the parties of a potential conflict of interest arising from the existence of one or more legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party or its Affiliates, then the Indemnified Party may retain separate counsel to defend it and in that event the reasonable fees and expenses of such separate counsel shall be paid by the Indemnifying Party if applicable under this Article XI. Subject to the proviso to the foregoing sentence, if the Indemnifying Party assumes such defense, the Indemnified Party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnifying Party. The Indemnifying Party shall be liable for the reasonable fees and expenses of counsel employed by the Indemnified Party for any period during which the Indemnifying Party has not assumed the defense thereof if the Indemnifying Party is ultimately are found to be liable to indemnify the Indemnified Party. If the Indemnifying Party chooses to defend or prosecute any Third Party Claim, all of the parties hereto shall cooperate in the defense or prosecution thereof.

(d) If an Indemnifying Party assumes the defense of an action or proceeding, then, without the Indemnified Party’s written consent, the Indemnifying Party shall not settle or compromise any Third Party Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the delivery by the claimant or other plaintiff to the Indemnified Party of a written release from all liability in respect of such Third Party Claim or if such settlement shall include injunctive or other relief that affects or relates to the right or obligations of such Indemnified Party, other than the obligation to pay monetary damages where such damages have been satisfied in full by the Indemnifying Party or their respective Affiliates.

11.7 Non-Third Party Claims. Within thirty (30) Business Days after a Party obtains knowledge that it has sustained any Damages not involving a Third Party Claim or action which such Party reasonably believes may give rise to a claim for indemnification from another party hereunder, such Indemnified Party shall deliver notice of such claim to the Indemnifying Party, together with a brief description of the facts and data which support the claim for indemnification (a “Claim Notice”); provided, however, that failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its indemnification obligations hereunder, except to the extent that the Indemnifying Party is actually prejudiced thereby. Any Claim Notice must be made to the Indemnifying Party not later than the expiration of the applicable survival period specified in Section 11.1 above. If the Indemnifying Party does not deliver notice to the Indemnified Party within thirty (30) Business Days following its receipt of a Claim Notice that the Indemnifying Party disputes its liability to the Indemnified Party under this Article XI (an “Indemnification Objection”) the Indemnifying Party will be deemed to have rejected such claim, in which event the other party will be free to pursue such remedies as may be available to them.

11.8 Indemnification Payments. In the event any Indemnified Party is finally determined to be entitled to indemnification pursuant to this Article XI, the Indemnifying Party shall pay such Damages to the Indemnified Party in immediately available funds and shall make such payment within two Business Days of its final determination by way of wire transfer to an account designated by the Indemnified Party. Without limiting the generality of the foregoing, if and to the extent that a notice is delivered on behalf of a Buyer Indemnified Party pursuant to Section 11.6(a) or Section 11.7, the Buyer may withhold from any Earn-Out Consideration otherwise due under Section 3.4 an amount equal to the Damages sought in the applicable claim(s), in each case pending final resolution of such claims in accordance with this Agreement.

11.9 Tax Treatment. All indemnity payments made under this Article XI shall be treated as adjustments to the Purchase Price for all tax purposes.

## **ARTICLE XII**

### **MISCELLANEOUS**

12.1 Public Disclosure or Communications. Except to the extent required by applicable Legal Requirements (including, without limitation, securities laws applicable to the Parties), none of the Buyer nor the Seller Parties nor any of their respective Affiliates shall issue any press release or public announcement of any kind concerning the transactions contemplated by this Agreement without the prior written consent of the other parties; and, in the event that any such public announcement, release or disclosure is required by applicable Legal Requirements (including, without limitation, the rules of the stock market and/or securities laws), the disclosing party will provide the other Parties, to the extent practicable and permissible under the circumstances, reasonable opportunity to comment on any such announcement, release or disclosure prior to the making thereof. Each of the Parties hereto acknowledges that Xcel may be required to file a Current Report on Form 8-K disclosing the transactions contemplated by this Agreement and attaching as an exhibit thereto a copy of this Agreement.

12.2 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by telecopier (with written confirmation of receipt); provided that a copy is mailed by registered mail, return receipt requested, or (c) one Business Day after its delivery, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a Party may designate by notice to the other Parties):



*If to the Seller Parties:*

The H Company IP, LLC  
1201 W. 5<sup>th</sup> Street, T-1100  
Los Angeles, California 90017  
Attention: Chief Operating Officer

House of Halston, LLC  
1201 W. 5<sup>th</sup> Street, T-1100  
Los Angeles, California 90017  
Attention: Chief Operating Officer

*With a copy to (which shall not constitute notice):*

Hilco Trading, LLC  
5 Revere Drive, Suite 206  
Northbrook, IL 60062  
Attention: Eric Kaup

*If to the Buyer:*

H Heritage Licensing, LLC  
1333 Broadway, 10<sup>th</sup> Floor  
New York, NY 10018  
Attention: Robert D'Loren, *CEO*  
Facsimile:

*With a copy to (which shall not constitute notice):*

Blank Rome, LLP  
405 Lexington Avenue  
New York, NY 10174  
Attention: Robert Mittman  
Facsimile: 212-885-5001

12.3 Entire Agreement. This Agreement and the certificates, exhibits, schedules, documents, instruments and other agreements specifically referred to herein or therein or delivered pursuant hereto or thereto constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof

12.4 Assignability. This Agreement shall not be assigned by any Party at any time prior to the Closing, by operation of law or otherwise, without the written consent of the other Party; provided, however, that (a) the Buyer may, without the prior written consent of the Seller Parties, (i) collaterally assign this Agreement and the rights of the Buyer hereunder to Bank Hapoalim or (ii) assign their rights and obligations under this Agreement to (1) any Affiliate of the Buyer, (2) a successor or assign upon the purchase of all or substantially all of the assets of the Buyer, (3) the purchaser of a controlling interest in either or both of Buyer's or Xcel's securities or (4) to any successor entity pursuant to any business combination, consolidation, reorganization or similar transaction with or involving Buyer or Xcel; provided, however, that notwithstanding any such assignment, the Buyer shall remain obligated to perform all their obligations under this Agreement; and (b) the Seller Parties may, with the prior written consent of the Buyer, assign their rights and obligations under this Agreement to (i) a successor or assign upon the purchase of all or substantially all of the assets of the Seller or the Parent, (ii) the purchaser of a controlling interest in the Seller's or Parent's securities or (iii) to any successor entity pursuant to any business combination, consolidation, reorganization or similar transaction involving any Seller Party; provided, however, that notwithstanding any such assignment, the Seller Party shall remain obligated to perform all its obligations under this Agreement. Any successor or assign must assume this Agreement and abide by the terms of this Agreement, including the fulfillment of obligations pursuant to this Agreement. In the event of any merger, sale, sale of substantially all assets or any similar business combination is effected by any Party, such Party shall cause the successor, transferee or assign thereof to be bound by such Party's obligations hereunder.

12.5 Parties in Interest. This Agreement shall be binding upon and inure to the benefit of each Party, and, except as expressly set forth in this Agreement, nothing in this Agreement, is intended to confer upon any other Person any equitable or legal rights or remedies of any nature whatsoever hereunder.

12.6 Bulk Sales Law. The Buyer hereby waives compliance by the Seller with the provisions of any so-called bulk transfer laws of any jurisdiction in connection with the sale of the Acquired Assets; provided, however, that any resulting Liability shall be an Excluded Liability.

12.7 Expenses. Except as otherwise specifically provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, each Party hereto shall bear its own costs, expenses and fees incurred in connection with this Agreement and the other transactions contemplated by this Agreement.

12.8 Waiver and Amendment. Any representation, warranty, covenant, term or condition of this Agreement which may legally be waived, may be waived, or the time of performance thereof extended, at any time by the Party hereto entitled to the benefit thereof and any term, condition or covenant hereof may be amended by the Parties hereto at any time (subject to any additional consents as may be expressly required herein). Any such waiver, extension or amendment shall be evidenced by an instrument in writing executed on behalf of the appropriate Party by a Person who has been authorized by such Party to execute waivers, extensions or amendments on its behalf. No waiver by any Party hereto, whether express or implied, of its rights under any provision of this Agreement shall constitute a waiver of such Party's rights under such provisions at any other time or a waiver of such Party's rights under any other provision of this Agreement. No failure by any Party hereto to take any action against any breach of this Agreement or default by another Party shall constitute a waiver of the former Party's right to enforce any provision of this Agreement or to take action against such breach or default or any subsequent breach or default by such other Party.

12.9 Severability. Any term or provision of this Agreement which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the Person intended to be benefited by such provision or any other provisions of this Agreement.

12.10 Remedies Cumulative. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

12.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, and all of which taken together shall constitute one instrument. Any signature page delivered by a facsimile machine, or in portable document format (“PDF”) file format shall be binding to the same extent as an original signature page with regard to any agreement subject to the terms hereof or any amendment hereto.

12.12 Governing Law. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of New York, including Sections 5-1401 and 5-1402 of the New York General Obligations Law.

12.13 Dispute Resolution. The parties agree to submit to binding arbitration (as set forth below) any and all disputes, claims or controversies arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of the Agreement to arbitrate. It is expressly acknowledged and agreed that the Parties have chosen the mediation and arbitration process set forth herein in an effort to lower the cost and increase the efficiency of dispute resolution beyond that encountered in traditional litigation, and the JAMS mediator/arbitrator shall keep that objective in mind.

(a) Mediation. Before any dispute, controversy or claim arising out of or relating to this Agreement (independently or collectively, the “Claim”) may be submitted to arbitration (as set forth immediately below), the parties hereto shall first attempt to resolve any such Claim in a non-binding half-day mediation to be held in New York, New York before a mutually acceptable JAMS mediator. The mediation process shall proceed as follows: (a) the complaining Party shall submit its Claim in writing to the other Party; (b) the other Party shall respond in writing within three (3) Business Days; (c) the complaining Party shall reply in writing within three (3) Business Days; (d) the Parties shall negotiate in good faith using commercially reasonable efforts to settle the Claim without delay; (e) if the Claim is not settled within ten (10) Business Days of the complaining Party’s provision, by facsimile and/or email, of its written reply to the other Party, the Claim will promptly be submitted to mediation as set forth above; and (f) the mediation shall occur no later than twenty-five (25) Business Days after the complaining Party’s provision, by facsimile and/or email, of its written reply to the other Party.

(b) Arbitration. In the event that any Claim is not resolved through the mediation procedure outlined immediately above, the Parties agree that such Claim will be determined by arbitration as set forth in this section. Any arbitration pursuant to this section will be held exclusively in New York, New York before a single JAMS arbitrator, and will be exclusively and finally settled, adjudicated and determined in accordance with the JAMS Comprehensive Arbitration Rules and Procedures (“Comprehensive Rules”). At the commencement of any arbitration, the parties will in good faith discuss and determine whether such arbitration should be conducted pursuant to the Expedited Procedures of the Comprehensive Rules, i.e. Rules 16.1 and 16.2. The arbitrator shall not authorize more than: (1) five (5) depositions per Party; (2) the issuance of more than ten (10) interrogatories per Party; (3) the issuance of more than seven (7) document subpoenas per Party; or (4) the issuance of more than ten (10) requests for admission per party. Any such Claim shall be governed by the laws of the State of New York, including its statutes of limitations, but without regard to its choice or conflicts of laws rules. All fact and expert discovery will be completed within 120 days of the Preliminary Conference, and any hearing shall commence and be completed within 150 days of the Preliminary Conference. Judgment upon the written Award (as defined below) rendered by the arbitrator may be enforced, confirmed, rendered and entered in any court of competent jurisdiction having jurisdiction thereof. All proceedings in connection with any arbitration, and any submissions relating to the arbitration, except for the final written Award of the arbitrator, will be kept confidential and may not be discussed or disclosed publicly without the prior written consent of all Parties to the arbitration unless required by applicable law or the rules of any securities exchange on which any Party’s or its affiliate’s securities are traded. The arbitrator’s written award (the “Award”) will include specific findings of fact and conclusions of law with citations to applicable authority, and will be issued as soon as practicable following the conclusion of the record or hearing, and in no event more than sixty (60) days after the conclusion of the record or hearing.

(c) Fees and Expenses. Any fees or expenses incurred by a Party in connection with a mediation (as outlined above) shall be borne that Party, except that any fees, expenses and/or costs charged by the mediator shall be borne equally by the Parties. The arbitrator shall award to the prevailing Party in any arbitration (as outlined above) all reasonable fees, expenses and costs including, without limitation, attorneys’ fees and expert witness fees and/or consultant fees.

(d) Interim Relief. Notwithstanding the foregoing sections outlining mediation and arbitration procedures, any Party may seek interim judicial relief pending mediation and/or arbitration, including injunctive or other equitable relief, to prevent irreparable harm or to preserve the status quo without waiving, and without prejudice to, the right or obligation to mediate and/or arbitrate. The Parties agree that any such request for equitable or injunctive relief may be pursued only in the state or federal courts located in the Borough of Manhattan, New York City, New York, and hereby submit to the jurisdiction of these courts for any such purpose.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE FOLLOWS]***

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

**H HERITAGE LICENSING, LLC**

By: \_\_\_\_\_  
Name: Robert D' Loren  
Title: Chief Executive Officer

**THE H COMPANY IP, LLC**

By: \_\_\_\_\_  
Name: Carlos Gonzalez  
Title: Chief Operating Officer

**HOUSE OF HALSTON, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Asset Purchase Agreement]

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VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement"), dated as of February 11, 2019, is made by and among Xcel Brands, Inc., a Delaware corporation, and its successors and/or assigns (the "Company") and [•] (the "Holder").

**WHEREAS**, the Company and H Heritage Licensing, LLC ("HHLLC") have entered into that certain Asset Purchase Agreement, dated as of [•], 2018 (the "Purchase Agreement") with The H Company IP, LLC ("HIP") and House of Halston, LLC, pursuant to which HHLLC has acquired certain of the assets of HIP;

**WHEREAS**, pursuant to the terms of the Purchase Agreement, the Holder will be issued receive Xcel Shares (as defined herein) as HIP's designee; and

**WHEREAS**, on the terms and conditions set forth in the Purchase Agreement, the Holder desires and agrees to be bound by the restrictions on transfer, and to vote all Xcel Shares issued to it as set forth herein.

**NOW, THEREFORE**, in consideration of the promises contained herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties hereto agree as follows (with all capitalized terms used and not otherwise defined herein having their respective meanings as set forth in the Purchase Agreement):

**1. Definitions.** All capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement. For the purposes of this Agreement, the following terms shall have the respective meanings set forth below or elsewhere in this Agreement as referred to below:

"Affiliate" shall mean (i) any other person or entity who directly, or indirectly through one or more intermediaries, is in control of, is controlled by, or is under common control with, such Holder or a member such Holder's Immediate Family or (ii) a member of such Holder's Immediate Family. For purposes of this definition, control of an entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such entity whether by contract, securities ownership or otherwise; and the terms "controlling" and "controlled" shall have the respective meanings correlative to the foregoing.

"Common Stock" shall mean common stock, par value \$0.01 per share, of the Company.

"Holder" means [•] for so long as it owns any Xcel Shares, and its permitted successors, assigns and direct and indirect transferees who are Related Parties and who become beneficial owners of Xcel Shares.

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“Immediate Family” member means any relationship by blood, marriage or adoption, not more remote than first cousin) and any person (other than a tenant or employee) sharing the household of such person.

“Transfer” means to (i) sell, transfer, assign, or otherwise dispose of, or (ii) enter into any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of.

“Xcel Shares” shall mean any shares of Common Stock or other capital stock of the Company issued to the Holder pursuant to the Purchase Agreement, together with any capital stock of the Company issued to the Seller in respect of the foregoing as a result of any stock split, stock dividend, recapitalization, reclassification, exchange or similar event or otherwise.

**2. Agreement to Vote Shares; Irrevocable Proxy.** The Holder hereby appoints Robert D’Loren, or in the event that Robert D’Loren is not the Chief Executive Officer of the Company, such person as the Board of Directors of the Company may appoint after the date of this Agreement (the “Proxy Holder”) its proxy and attorney-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the term of this Agreement with respect to the Xcel Shares. Holder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy and limited power of attorney. The proxy and limited power of attorney granted hereunder by Holder shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke any and all prior proxies granted by Holder with respect to the matters contemplated hereunder. The power of attorney granted by Holder herein is a limited durable power of attorney and shall survive the bankruptcy, death or incapacity of the Holder. The proxy and limited power of attorney granted hereunder shall terminate upon the termination of this Agreement. All parties hereto acknowledge and agree that the Proxy Holder shall, and the Holder hereby irrevocably consents to, vote all Xcel Shares owned by them in favor of matters recommended or approved by the Board of Directors of the Company, or, if such matters are neither recommended nor approved by the Board of Directors of the Company, then at the direction of the Board of Directors of the Company, in respect of all matters for which stockholder approval is sought or required.

**3. No Voting Trusts or Other Arrangements.** The Holder agrees that it will not, and will not permit any entity under its control to, grant any proxies with respect to the Xcel Shares or subject any of the Xcel Shares to any arrangement with respect to the voting of the Xcel Shares other than pursuant to this Agreement.

#### 4. **Transfer and Encumbrance.**

(a) The Holder represents and warrants that (i) Holder shall not grant any liens, claims, charges, security interests or other encumbrances on the Xcel Shares, other than those that may be created by the Purchase Agreement, the Lock-Up Agreement, and this Agreement; (ii) Holder shall not grant any options, warrants or other rights, agreements, arrangements or commitments of any character relating to the pledge, disposition or voting of the Xcel Shares; and (iii) Holder shall not enter into any voting trusts or voting agreements with respect to the Xcel Shares, other than this Agreement, the Purchase Agreement and applicable trust agreements for estate planning purposes, including but not limited to charitable remainder trusts. The Holder represents and warrants as of the date of this Agreement (i) that Holder has full power and authority to enter into, execute and deliver this Agreement and to perform fully the Holder's obligations hereunder, and (ii) this Agreement constitutes the legal, valid and binding obligation of the Holder in accordance with its terms. The Holder covenants that the representations and warranties shall be true and correct as of the date of the issuance of each Xcel Share, if such shares are ever issued.

(b) In the event the Holder desires to Transfer any Xcel Shares to one or more partners or members of such Holder, if applicable, or to an Affiliate of such Holder, or to a member of any such transferee's Immediate Family, if applicable, (in each case, a "Related Party"), such Holder may Transfer such Xcel Shares only if, as precondition to such Transfer, the Related Party agrees in writing, reasonably satisfactory in form and substance to the Company and Proxy Holder, to be bound by this Agreement. Except as set forth in Section 4(a) and except to the extent prohibited under the Voting Agreement and applicable law, a Holder may, at any time and from time to time, Transfer some or all of the Xcel Shares held by such Holder to a person or entity who is not a Related Party, and the Xcel Shares so Transferred shall be free and clear of any restrictions under this Agreement (including, without limitation, those restrictions contained in Section 2).

5. **No Obligation of Company.** Nothing in this Agreement constitutes an obligation of the Company to issue any Xcel Shares and the Holder acknowledges and agrees that the determination of issuance of any Xcel Shares shall be made in accordance with the Purchase Agreement or other agreement with the Company.

6. **Specific Performance.** Each party hereto acknowledges that it will be difficult to measure in money the damage to the other party if a party hereto fails to comply with any of the obligations imposed by this Agreement in the event of any such failure, the other party will not have an adequate remedy at law or damages. Accordingly, each party hereto agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the granting of such relief on the basis that the other party has an adequate remedy at law. Each party hereto agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with any other party's seeking or obtaining such equitable relief.

7. **Entire Agreement.** This Agreement and the Purchase Agreement supersede all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by all the parties hereto. No waiver of any provisions hereof by any party shall be deemed a waiver of any other provision hereof by any such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.



**8. Notices.** All notices and other communications pursuant to this Agreement shall be in writing, either hand delivered or sent by certified or registered mail with charges prepaid or by commercial courier guaranteeing next business day delivery, or sent by facsimile, and shall be addressed:

- (i) in the case of the Company, to the Company at its principal office set forth in the Purchase Agreement; and
- (ii) in the case of a Holder, to the address provided by such Holder to the Company.

Any notice or other communication pursuant to this Agreement shall be deemed to have been duly given or made and to have become effective (i) when delivered in hand to the party to which it was directed, (ii) if sent by facsimile or electronic mail and properly addressed in accordance with the foregoing provisions of this Section 8, when received by the addressee, provided a copy is sent via first-class mail, postage prepaid, (iii) if sent by commercial courier guaranteeing next business day delivery, on the business day following the date of delivery to such courier, or (iv) if sent by first-class mail, postage prepaid, and properly addressed in accordance with the foregoing provisions of this Section 8, (A) when received by the addressee, or (B) on the third business day following the day of dispatch thereof, whichever of (A) or (B) shall be the earlier.

**9. Miscellaneous.**

(a) In addition to other legends that are required, either by agreement or by federal or state securities laws, each certificate representing any of the Shares shall be marked by the Company with a legend substantially in the following form:

“THE SALE, TRANSFER, HYPOTHECATION, NEGOTIATION, PLEDGE, ASSIGNMENT, ENCUMBRANCE, GRANT OF ANY OPTION, WARRANT OR OTHER RIGHT TO PURCHASE, OR OTHER DISPOSITION (COLLECTIVELY, “TRANSFER”) OF THE SHARES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS AND A GRANT OF PROXY PURSUANT TO THAT CERTAIN VOTING AGREEMENT BY AND BETWEEN XCEL BRANDS, INC. AND THE HOLDER NAMED THEREIN, DATED AS OF [•], 2018 (THE “VOTING AGREEMENT”), COPIES OF EACH OF WHICH MAY BE OBTAINED FROM THE SECRETARY OF XCEL BRANDS, INC. NO TRANSFER OF THE SHARES MAY BE MADE UNLESS SPECIFIC CONDITIONS OF THE VOTING AGREEMENT ARE SATISFIED.”

(b) **THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.** The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America, in each case sitting in Delaware, solely in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Delaware State or federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY.

(d) If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, such provision or application shall be unenforceable only to the extent of such invalidity or unenforceability, and the remainder of the provision held invalid or unenforceable and the application of such provision to persons or circumstances, other than the party as to which it is held invalid, and the remainder of this Agreement, shall not be affected.

(e) This Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(f) This Agreement shall terminate automatically upon the earlier of: (i) the Transfer of all Xcel Shares held by the Holder to persons or entities who are not Related Parties of the Holder; or (ii) the occurrence of a Change of Control.

(g) Each party hereto shall execute and deliver such additional documents as may be necessary or desirable to effect the transactions contemplated by this Agreement.

(h) No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto. Any assignment contrary to the provisions of this Section 9(h) shall be null and void.

(i) Notwithstanding anything in this Agreement to the contrary, if there shall at any time be more than one Holder, the representations, warranties and covenants of each such Holder set forth herein shall be joint and several.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Voting Agreement as of the date first written above.

**XCEL BRANDS, INC.**

By: \_\_\_\_\_

Name: James Haran

Title: Chief Financial Officer

*Signature Page to Voting Agreement*

---

**HOLDER:**

[•]

By: \_\_\_\_\_

Name: [•]

Title: [•]

*Signature Page to Voting Agreement*

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**SECOND AMENDED AND RESTATED  
LOAN AND SECURITY AGREEMENT**

**AMONG**

**BANK HAPOALIM B.M.  
as Agent**

**THE FINANCIAL INSTITUTIONS PARTY HERETO,  
as Lenders**

**XCEL BRANDS, INC.,  
as Borrower**

**and**

**IM BRANDS, LLC,  
JR LICENSING, LLC,  
H LICENSING, LLC,  
C WONDER LICENSING, LLC,  
XCEL DESIGN GROUP, LLC,  
JUDITH RIPKA FINE JEWELRY, LLC,  
H HERITAGE LICENSING, LLC,  
XCEL-CT MFG, LLC  
as Guarantors**

**Dated: February 11, 2019**

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## TABLE OF CONTENTS

		<u>Page</u>
1.	DEFINITIONS	2
1.1	General Definitions	2
1.2	Accounting Terms	24
1.3	Other Terms	24
1.4	Rules of Construction	25
2.	LOANS	25
2.1	Revolving Loans	25
2.2	Term Loans	26
2.3	Incremental Term Loans	26
3.	REPAYMENT AND PREPAYMENTS	27
3.1	Intentionally Omitted	27
3.2	Repayment of Revolving Loan	27
3.3	Repayment of Term Loan	27
3.4	Repayment of Incremental Term Loan	27
3.5	Timing and Type of Payment	27
3.6	Voluntary Prepayments	28
3.7	Prepayment Events	28
3.8	Application of Payments	28
3.9	Taxes	29
3.10	Increased Costs and Reduction of Return	31
3.11	Certificates of Lenders	32
3.12	Funding Losses	32
4.	PROCEDURES	34
4.1	Procedure for Revolving Loan	34
4.2	Conversion and Continuation Elections	34
4.3	Accounting of Loans	34
4.4	Payments by Lenders to Agent; Settlement	35
5.	INTEREST AND FEES	39
5.1	Interest and Fees	39
6.	CONDITIONS PRECEDENT	40
6.1	Conditions Precedent to the Effective Date	40
6.2	Conditions Precedent to each Loan	40
7.	REPRESENTATIONS, WARRANTIES AND COVENANTS	40
7.1	Corporate Existence; Compliance with Law	40
7.2	Names; Organizational Information; Collateral Locations	41
7.3	Power; Authorization; Enforceable Obligations	41
7.4	Financial Statements; Books and Records	41
7.5	Material Adverse Change	42
7.6	Real Estate; Property	42

**TABLE OF CONTENTS**

	<b><u>Page</u></b>	
7.7	Ventures, Subsidiaries and Affiliates; Outstanding Equity Interests and Indebtedness	42
7.8	Government Regulation; Margin Regulations	42
7.9	Taxes; Charges	43
7.10	Payment of Obligations	43
7.11	ERISA	43
7.12	Litigation	44
7.13	Intellectual Property	44
7.14	Full Disclosure	44
7.15	Hazardous Materials	44
7.16	Insurance	45
7.17	Deposit and Disbursement Accounts	45
7.18	Accounts	45
7.19	Conduct of Business	45
7.20	Material Contracts	45
7.21	Further Assurances	46
7.22	Use of Proceeds	46
7.23	Financing Right of First Offer	46
7.24	Life Insurance	46
7.25	Subsidiaries	47
7.26	Foreign Assets Control Regulations; Anti-Money Laundering; Anti-Corruption Practices	47
7.27	H Heritage Purchase Agreement	48
7.28	FINANCIAL REPORTS; FINANCIAL COVENANTS	48
7.29	Reports and Notices	48
7.30	Financial Covenants	49
7.31	Other Reports and Information	49
7.32	Trademarks and License Agreements	49
7.33	Intentionally Omitted	50
7.34	Bank Accounts	50
8.	NEGATIVE COVENANTS	50
9.	SECURITY INTEREST	52
9.1	Grant of Security Interest	52
9.2	Agent's Rights	54
9.3	Agent's Appointment as Attorney-in-Fact	54
9.4	Grant of License to Use Intellectual Property Collateral	55
9.5	Terminations; Amendments Not Authorized	55
9.6	Inspections	55
10.	TERM	55
10.1	Term of Agreement	55
10.2	Termination of Lien	56
10.3	Release of Lien	56
11.	EVENTS OF DEFAULT	56



**TABLE OF CONTENTS**

	<b><u>Page</u></b>	
11.1	Events of Default	56
11.2	Remedies	58
11.3	Waivers	59
11.4	Proceeds	60
12.	AGENT	60
12.1	Appointment and Duties	60
12.2	Binding Effect	61
12.3	Use of Discretion	61
12.4	Delegation of Rights and Duties	62
12.5	Reliance and Liability	62
12.6	Agent Individually	64
12.7	Lender Credit Decision	64
12.8	Expenses; Indemnities; Withholding	64
12.9	Resignation of Agent	65
12.10	Release of Collateral or Guarantors	66
13.	MISCELLANEOUS	66
13.1	No Waiver; Cumulative Remedies	66
13.2	Amendments and Waivers	67
13.3	Expenses; Indemnity	68
13.4	Borrowing Agency Provisions	69
13.5	Guaranty	70
13.6	Waivers	71
13.7	Benefit of Guaranty	71
13.8	Subordination of Subrogation	71
13.9	Election of Remedies	71
13.10	Liability Cumulative	72
13.11	Waiver of Subrogation	72
13.12	Assignments and Participations; Binding Effect	72
13.13	Set-off; Sharing of Payments	75
13.14	Replacement of Lender	76
13.15	Creditor-Debtor Relationship	76
13.16	Actions in Concert	76
13.17	Descriptive Headings	77
13.18	Notices	77
13.19	Severability	77
13.20	Entire Agreement; Counterparts	77
13.21	SUBMISSION TO JURISDICTION	78
13.22	WAIVER OF TRIAL BY JURY, CERTAIN DAMAGES AND SETOFFS	78
13.23	GOVERNING LAW	78
13.24	Reinstatement	78
13.25	USA PATRIOT Act Notice	79

## INDEX OF EXHIBITS AND SCHEDULES

Schedule I	-	Conditions Precedent
Schedule II	-	Financial Covenants
Schedule III	-	Addresses for Notices
Schedule IV	-	General Terms for Letters of Credit
Schedule V	-	Commitments
Exhibit A	-	Form of Revolving Loan Note
Exhibit B-1	-	Form of Term Loan Note A
Exhibit B-2	-	Form of Term Loan Note B
Exhibit C	-	Form of Certificate of Compliance
Exhibit D	-	Form of Power of Attorney
Exhibit E	-	Form of Quarterly Royalty Collections Report
Exhibit F	-	Form of Assignment Agreement
Exhibit G	-	Form of LIBOR Notice
Disclosure Schedule 7.2	-	Names, Organizational Information and Collateral Locations
Disclosure Schedule 7.6	-	Real Estate
Disclosure Schedule 7.7	-	Ventures, Subsidiaries and Affiliates
Disclosure Schedule 7.9	-	Taxes
Disclosure Schedule 7.12	-	Litigation
Disclosure Schedule 7.13	-	Intellectual Property
Disclosure Schedule 7.15	-	Environmental Matters
Disclosure Schedule 7.16	-	Insurance
Disclosure Schedule 7.17	-	Deposit and Disbursement Accounts
Disclosure Schedule 9(b)	-	Indebtedness
Disclosure Schedule 9(e)	-	Permitted Liens

**SECOND AMENDED AND RESTATED  
LOAN AND SECURITY AGREEMENT**

This Second Amended and Restated Loan and Security Agreement is made as of February 11, 2019 by and among XCEL BRANDS, INC., a Delaware corporation ("Initial Borrower") and together with each Person who hereafter becomes a Borrower, collectively, "Borrowers"), each other Credit Party executing or becoming a party to this Agreement, the financial institutions from time to time party to this Agreement (collectively, "Lenders" and individually, each a "Lender") and BANK HAPOALIM B.M. ("BHI") as collateral and administrative agent for Lenders (BHI in such capacity "Agent").

**BACKGROUND**

Initial Borrower, IM Brands, JR Licensing, H Licensing, C Wonder, Xcel Design, IMNY Retail and JR Jewelry, Lender and Agent are parties to an Amended and Restated Loan and Security Agreement dated as of February 26, 2016, as amended (the "Existing Loan Agreement").

Initial Borrower, Credit Parties, Lenders party hereto and Agent have agreed to amend and restate the Existing Loan Agreement on the terms and conditions set forth in this Agreement.

**ARTICLE A  
AMENDMENT AND RESTATEMENT**

On the Effective Date, the Existing Loan Agreement shall be amended and restated in its entirety by this Agreement and (a) all references to such Existing Loan Agreement in any Loan Document other than this Agreement (including in any amendment, waiver or consent) shall be deemed to refer to such Existing Loan Agreement as amended and restated hereby and (b) all references to any section (or subsection) of the Existing Loan Agreement in any Loan Document (but not herein) shall be amended to be, mutatis mutandis, references to the corresponding provisions of this Agreement. This Agreement is not intended to constitute, and does not constitute, a novation of the obligations and liabilities under such Existing Loan Agreement (including the Obligations) or to evidence payment of all or any portion of such obligations and liabilities.

On and after the Effective Date, (a) the Existing Loan Agreement shall be of no further force and effect except to evidence (i) the incurrence of the "Obligations" under and as defined therein and (ii) the representations and warranties made by any Credit Party prior to the Effective Date and (b) the terms and conditions of this Agreement and rights and remedies under the Loan Documents, shall apply to all Obligations incurred under the Existing Loan Agreement and the Notes issued thereunder.

Each Borrower and each of IM Brands, JR Licensing, H Licensing, C Wonder, Xcel Design and JR Jewelry reaffirms the Liens granted pursuant to the Existing Loan Agreement in favor of BHI and confirms that such Liens are in favor of Agent for the benefit of Secured Parties which Liens shall continue in full force and effect in favor of Agent for the benefit of Secured Parties during the term of this Agreement and any renewals or extensions thereof and shall continue to secure the Obligations.

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## AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings and terms and conditions contained herein, the parties hereto agree as follows:

### 1. DEFINITIONS

1.1 General Definitions. When used in this Agreement, the following terms shall have the following meanings:

“Account Debtor” means any Person who is or may become obligated with respect to, or on account of, an Account, Chattel Paper or General Intangibles (including a Payment Intangible).

“Accounts” means all “accounts,” as such term is defined in the UCC, now owned or hereafter acquired by any Person.

“Acquisition” means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of a Person or of any business or a division of a Person, (b) the acquisition of all or a portion of the Equity Interests of any Person or (c) a merger or consolidation or other combination with another Person.

“Acquisition Documentation” means with respect to an Acquisition (a) notice to Agent of such Acquisition setting forth in reasonable detail the terms and conditions of such Acquisition, pro forma financial statements of Initial Borrower and its Included Subsidiaries after giving effect to the consummation of such Acquisition and the incurrence or assumption of any Indebtedness in connection therewith and to the extent available, a due diligence package with respect to such Acquisition, in each case, prior to closing of such Acquisition; (b) a certificate of a the Chief Executive Officer or Chief Financial Officer of Borrowing Representative demonstrating on a pro forma basis, after giving effect to the consummation of such Acquisition, compliance with the Financial Covenants set forth on Schedule II calculated as of the last day of the most recent completed Fiscal Quarter for which financial statements have been delivered; (c) to the extent available, such other information agreements, instruments and other documents as Agent may reasonably request; and (d) as soon as available, executed counterparts of the respective agreements, documents or instruments pursuant to which such Acquisition is to be consummated including any schedules to such agreements, documents or instruments and all other material ancillary agreements, instruments and documents to be executed or delivered in connection therewith and, to the extent required under the related acquisition agreement, all consents and approvals from applicable Governmental Authorities and other Persons.

“Affiliate” means with respect to any Person (a) each other Person that, directly or indirectly, owns or controls, whether beneficially, or as a trustee, guardian or other fiduciary, five percent (5%) or more of the Equity Interests having ordinary voting power for the election of directors of such Person; (b) each other Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person; or (c) each of such Person’s officers, directors, joint venturers and partners. For the purpose of this definition, “control” of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

“Agent” has the meaning given to such term in the preamble to this Agreement and any successor administrative and collateral agent.

“Agent Report” has the meaning given to such term in Section 13.5(c).

“Aggregate Revolving Loan Commitment” means the combined Revolving Loan Commitments of Lenders, which shall initially be in the amount of \$0, as such amount may be adjusted from time to time pursuant to this Agreement

“Aggregate Term Loan Commitment” means the combined Term Loan Commitments of Lenders, which shall initially be in the amount of \$22,000,000, as such amount may be adjusted from time to time pursuant to this Agreement

“Agreement” means this Agreement including all appendices, exhibits or schedules attached or otherwise identified thereto, restatements and modifications and supplements thereto, and any appendices, exhibits or schedules to any of the foregoing, each as in effect at the time such reference becomes operative; provided, that except as specifically set forth in this Agreement, any reference to the Disclosure Schedules to this Agreement shall be deemed a reference to the Disclosure Schedules as in effect on the Effective Date or in a written amendment thereto executed by Borrowers and Agent.

“Anti-Corruption Laws” has the meaning given to such term in Section 7.26.

“Anti-Money Laundering Laws” has the meaning given to such term in Section 7.26.

“Applicable Margin” means with respect to (a) Base Rate Loans, a percentage per annum to be agreed to among Lenders and Borrowers and (b) with respect to LIBOR Rate Loans, a percentage per annum to be agreed to among Lenders and Borrowers.

“Approved Fund” means, with respect to any Lender, any Person (other than a natural Person) that (a) (i) is or will be engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business or (ii) temporarily warehouses loans for any Lender or any Person described in clause (i) above and (b) is advised or managed by (i) such Lender, (ii) any Affiliate of such Lender or (iii) any Person (other than an individual) or any Affiliate of any Person (other than an individual) that administers or manages such Lender.

“Assignment Agreement” means an assignment agreement entered into by a Lender, as assignor, and any Person, as assignee, pursuant to the terms and provisions of Section 14.12 (with the consent of any party whose consent is required by Section 14.14), accepted by Agent, substantially in the form of Exhibit F or any other form approved by Agent.

“Bank Account” means a checking, NOW or money market account or any other account on which a Borrower can draw checks with an office of Agent in the United States.

“Banking Services” means each and any of the following bank services provided to any Credit Party by any Lender or any of its Affiliates: (a) credit cards for commercial customers (including “commercial credit cards” and purchasing cards), (b) stored value cards, (c) merchant processing services, and (d) treasury management services (including controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services).

“Banking Services Obligations” means any and all obligations of any Credit Party, whether absolute or contingent and howsoever and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services.

“Base Rate” means the greater on any day of (a) Agent’s stated prime rate as reflected in its books and records, as such prime rate may change from time to time, or (b) 2.00% per annum plus the overnight federal funds rate published by the Federal Reserve Bank of New York. Agent’s determination of its Base Rate shall be conclusive and final; the Base Rate is a reference rate and is not necessarily the lowest interest rate charged by Agent;

“Base Rate Loans” means those Loans bearing interest based upon the Base Rate.

“Beneficial Ownership Certification” means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. Section 1010.230.

“BHI” has the meaning given to such term in the preamble to this Agreement.

“Books and Records” means all books, records, board minutes, contracts, licenses, insurance policies, environmental audits, business plans, files, computer files, computer discs and other data and software storage and media devices, accounting books and records, financial statements (actual and pro forma), filings with Governmental Authorities and any and all records and instruments relating to, or otherwise necessary or helpful in the collection of or realization upon, the Collateral or any Borrower’s business.

“Borrower” has the meaning given to such term in the preamble to this Agreement.

“Borrowing Representative” means Initial Borrower.

“Business Day” means a day on which Agent is open for business and that is not a Saturday, a Sunday or other New York State or federal holiday. When used in connection with a LIBOR Rate Loan, the term “Business Day” shall also exclude any English government holiday.

“Capital Adequacy Regulation” means any guideline, request or directive of any central bank or other Governmental Authority, or any other law, rule or regulation, whether or not having the force of law, in each case, regarding capital adequacy of any Lender or of any corporation controlling any Lender.

“Capital Expenditures” means all payments or accruals (including obligations under capital leases) for any fixed assets or improvements or for replacements, substitutions or additions thereto, that have a useful life of more than one year and that are required to be capitalized under GAAP.

“Cash Flow From Operations” means cash flow from operations of Initial Borrower and Included Subsidiaries as determined in accordance with GAAP.

“Cash Flow Recapture Requirement” has the meaning given to such term in Section 3.7

“Change of Control” means any event, transaction or occurrence as a result of which Initial Borrower ceases to have the power, alone or in conjunction with others, directly or indirectly, through voting securities, by contract or otherwise, to direct or cause the direction of a Guarantor’s management and policies.

“Change of Management” means Robert W. D’Loren shall no longer have the duties of the Chairman of the Board of Directors of Initial Borrower.

“Charges” means all federal, state, county, city, municipal, local, foreign or other governmental taxes (including taxes owed to PBGC at the time due and payable), levies, customs or other duties, assessments, charges, liens, and all additional charges, interest, penalties, expenses, claims or encumbrances upon or relating to (a) the Collateral, (b) the Obligations, (c) the employees, payroll, income or gross receipts of a Credit Party, (d) the ownership or use of any assets by a Credit Party, or (e) any other aspect of a Credit Party’s business.

“Chattel Paper” means all “chattel paper,” as such term is defined in the UCC, now owned or hereafter acquired by any Person.

“Collateral” has the meaning given to such term in Section 10.1.

“Commitment” means, for each Lender, the sum of such Lender’s Revolving Loan Commitment and Term Loan Commitment.

“Commitment Percentage” means, as to any Lender, the percentage equivalent of such Lender’s Revolving Loan Commitment or Term Loan Commitment, divided by the Aggregate Revolving Loan Commitment or Aggregate Term Loan Commitment, as applicable; provided that after the Term Loans have been funded, Commitment Percentages shall be determined for the Term Loans by reference to the outstanding principal balances thereof as of any date of determination rather than the Commitments therefor; provided, further, that following acceleration of the Loans, such term means, as to any Lender, the percentage equivalent of the principal amount of the Loans held by such Lender, divided by the aggregate principal amount of the Loans held by all Lenders.

“Compliance Certificate” means a compliance certificate substantially in the form of Exhibit C hereto.

“Contracts” means all the contracts, undertakings, or agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in or under which any Person may now or hereafter have any right, title or interest, including any agreement relating to the terms of payment or the terms of performance of any Account.

“Contractual Obligation” means as to any Person, any provision of any security issued by such Person or of any agreement, instrument, or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Credit Parties” means each Borrower, each Guarantor and each other Person (other than Agent and any Lender) that is or may become a party to this Agreement or any other Loan Document.

“C Wonder” means C Wonder Licensing, LLC, a Delaware limited liability company.

“Default” means any act or event which, with the giving of notice or passage of time or both, would unless cured or waived become an Event of Default.

“Default Rate” means the sum of (a) the Interest Rate in effect from time to time as respects each Loan and (b) two percent (2.00%).

“Deposit Accounts” means all “deposit accounts” as such term is defined in the UCC, now or hereafter held in the name of any Person.

“Determination Time” means 12:00 noon (or any later time determined by Agent in its sole discretion), New York City time, of a Business Day that is three (3) Business Days prior to the date of the applicable Loan.

“Disclosure Schedules” means the Disclosure Schedules prepared by Borrowers and denominated as Disclosure Schedules 7.2 through 9(e) in the Index of Exhibits and Schedules to this Agreement.

“Dollars”, “dollars” and “\$” each mean the lawful money of the United States of America.

“Documents” means all “documents,” as such term is defined in the UCC, now owned or hereafter acquired by any Person, wherever located, including all bills of lading, dock warrants, dock receipts, warehouse receipts, and other documents of title, whether negotiable or non-negotiable.



“Early Termination Fee” means an amount equal to the principal amount of any Term Loan or any Incremental Term Loan being prepaid, multiplied by: (i) two percent (2.00%) if any of Term Loan B or any Incremental Term Loan (voluntarily by Borrowers, upon Default or otherwise) is prepaid on or before the second anniversary of the later of the Effective Date or the date such Incremental Term Loan was made, as applicable; (ii) one percent (1.00%) if any of Term Loan A (voluntarily by Borrowers, upon Default or otherwise) is prepaid on or before the second anniversary of the Effective Date; (iii) one percent (1.00%) if any of Term Loan B or any Incremental Term Loan is prepaid (voluntarily by Borrowers, upon Default or otherwise) after the second anniversary of the later of the Effective Date or such Incremental Term Loan was made, as applicable, but on or before the third anniversary of such date; (iv) one half of one percent (0.50%) if any of Term Loan A is prepaid (voluntarily by Borrowers, upon Default or otherwise) after the second anniversary of the Effective Date, but on or before the third anniversary of such date; or (v) zero percent (0.00%), if any Term Loan or any Incremental Term Loan is prepaid (voluntarily by Borrowers, upon Default or otherwise) after the third anniversary of the later of the Effective Date or the date such Incremental Term Loan was made, as applicable.

“EBITDA” means, for the applicable period, for a Person, an amount equal to (a) Net Income for Initial Borrower and the Included Subsidiaries on a consolidated basis for such period, minus, (b) to the extent included in calculating Net Income for Initial Borrower and the Included Subsidiaries on a consolidated basis, the sum of, without duplication, (i) interest income (whether cash or non-cash) for such period, (ii) income tax credits for such period, (iii) gain from extraordinary or non-recurring items for such period (including, without limitation, non-cash items related to purchase accounting) and (iv) deferred compensation payments (regardless of when accrued), plus (c) the following to the extent deducted in calculating such Net Income, (i) interest charges for such period, (ii) the provision for all federal, state, local and foreign taxes payable for such period and the amount of payments permitted pursuant to Section 9(h)(ii), deducted in calculating Net Income, (iii) the amount of depreciation and amortization expense for such period, (iv) the transaction fees, costs and expenses incurred in connection with (A) the negotiation and execution of this Agreement and the other Loan Documents and any amendments thereto and (B) Permitted Acquisitions, (v) all other extraordinary or non-recurring non-cash charges (including, without limitation, non-cash items related to purchase accounting), (vi) deferred management salaries (accrued but not paid) and (vii) all non-cash compensation (including without limitation, stock or equity compensation) in such period

“Effective Date” means the Business Day on which the conditions precedent set forth in Article VI have been satisfied or specifically waived in writing by Agent.

“Environmental Laws” means all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, and in each case as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof relating to the regulation and protection of human health, safety, the environment and natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation).

“Environmental Liabilities” means all liabilities, obligations, responsibilities, remedial actions, removal costs, losses, damages of whatever nature, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigation and feasibility studies), fines, penalties, sanctions and interest incurred as a result of any claim, suit, action or demand of whatever nature by any Person, and which relate to any health or safety condition regulated under any Environmental Law, environmental permits or in connection with any Release, threatened Release, or the presence of a Hazardous Material.

“Equipment” means all “equipment” as such term is defined in the UCC, now owned or hereafter acquired by any Person, wherever located.

“Equity Interests” means all certificated and uncertificated shares, options, warrants, membership interests, general or limited partnership interests, participation or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity whether voting or nonvoting, including common Equity Interests, preferred Equity Interests, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934).

“Equity Interests Holder” means, as respects each Person, each holder of Equity Interests of such Person.

“ERISA” means the Employee Retirement Income Security Act of 1974 (or any successor legislation thereto), as amended from time to time, and any regulations promulgated thereunder.

“ERISA Event” means (a) any “reportable event”, as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the existence with respect to any Plan of an “accumulated funding deficiency” (as defined in Section 412 of the IRC or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(b) of the IRC or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by any Credit Party of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by any Credit Party from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or to appoint a trustee to administer any Plan; (f) the incurrence by any Credit Party of any liability with respect to any withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by any Credit Party of any notice, or the receipt by any Multiemployer Plan from any Credit Party of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

“Event of Default” has the meaning given to such term in Section 12.1.

“Excess Cash Flow” means (without duplication), for any fiscal period, Cash Flow from Operations before any distributions permitted pursuant to Section 9(h)(iii) for such period less (a) Capital Expenditures not made through the incurrence of Indebtedness less (b) all cash principal (including indebtedness owed to Lenders) paid or payable during such period less (c) all Pass Thru Distributions made during such period.

“Excluded Equity Interests” means any (a) Equity Interests of Excluded Subsidiaries and (b) an voting Equity Interests in excess of 65% of the outstanding voting stock of any Foreign Subsidiary. For the purposes of this definition, “voting Equity Interests” means, with respect to any issuer, the issued and outstanding shares of each class of Equity Interests of such issuer entitled to vote (within the meaning of Treasury Regulations § 1.956-2(c)(2)).

“Excluded Subsidiary” means (a) a Subsidiary formed by a Credit Party after the Effective Date solely to effectuate an Acquisition and such Acquisition has not yet been consummated, (b) a Subsidiary formed or acquired by a Credit Party after the Effective Date in connection with an Acquisition consummated with or without Outside Financing (but not with the proceeds of a Loan) and (c) Tribe Cosmetics LLC and Xcel Acquisition Co., LLC.

“Excluded Tax” means: (a) Taxes measured by net income (including branch profit Taxes) and franchise Taxes imposed in lieu of net income Taxes, in each case (i) imposed on Agent, any Lender or LC Issuer as a result of being organized under the laws of, or having its principal office or its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes; (b) in the case of a Lender, United States federal withholding Taxes to the extent that the obligation to withhold amounts existed on the date that such Person became a Lender under this Agreement, except to the extent that, pursuant to Section 3.9, amounts with respect to such Taxes were payable to such Lender’s assignor immediately before such Lender became a party hereto; (c) any United States federal withholding Taxes imposed under FATCA; and (d) any United States federal withholding Taxes attributable to a Lender’s failure to comply with Section 3.9(f).

“Existing Loan Agreement” has the meaning given to such term in the Background Section to this Agreement.

“FATCA” means Sections 1471, 1472, 1473 and 1474 of the IRC, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), current or future United States Treasury Regulations promulgated thereunder and published guidance with respect thereto, and any agreements entered into pursuant to Section 1471(b)(1) of the IRC.

“Financial Statements” means income statement, balance sheet and statement of cash flows of (a) Initial Borrower and the Included Subsidiaries, internally prepared for each Fiscal Quarter, (b) Initial Borrower and its Subsidiaries, internally prepared for each Fiscal Quarter and (c) Initial Borrower and its Subsidiaries, audited each Fiscal Year, in each case prepared in accordance with GAAP.

“Fiscal Month” means any of the monthly accounting periods of each Credit Party.

“Fiscal Quarter” means any of the quarterly accounting periods of each Credit Party.

“Fiscal Year” means the 12 month period of each Credit Party ending on December 31 of each year. Subsequent changes of the Fiscal Year of each Credit Party shall not change the term “Fiscal Year” unless Agent shall consent in writing to such change.

“Fixed Charge Coverage Ratio” means for any period, as respects any Person, the ratio of (a) EBITDA of such Person for such period plus (minus) the aggregate increases (decreases) in cash, accounts receivable, inventory, prepaid expenses, accounts payables and accrued expenses as reported in the for such period on the cash flow statement of Initial Borrower and the Included Subsidiaries (with the exception of changes in other current assets, changes in other current liabilities and changes in other liabilities) to (b) the Fixed Charges for such period.

“Fixed Charges” means for any period, as respects any Person, the sum of (a) the cash interest expense on Indebtedness of such Person for such period, (b) the principal amount of total Indebtedness of such Person having a scheduled due date during such period other than any such amounts payable in Equity Interests, (c) unfinanced Capital Expenditures, (d) all federal, state, local and foreign taxes paid during such period, (e) all other cash distributions or dividends made by such Person and (e) the net amounts paid for redemptions of Equity Interests after giving effect to tax benefits.

“Fixed Rate Term Loan A” means 5.1%.

“Fixed Rate Term Loan B” means 6.25%.

“Fixed Rate Loan” means those Loans bearing interest based upon Fixed Rate Term Loan A or Fixed Rate Term Loan B.

“Foreign Subsidiary” means, with respect to any Person, a Subsidiary of such Person that is a “controlled foreign corporation” under Section 957 of the IRC.

“GAAP” means generally accepted accounting principles, practices and procedures in effect from time to time in the United States of America.

“General Intangibles” means all “general intangibles” as such term is defined in the UCC, now owned or hereafter acquired by any Person including all right, title and interest which such Person may now or hereafter have in or under any Contract, all Payment Intangibles, customer lists, Licenses, Intellectual Property, interests in partnerships, joint ventures and other business associations, permits, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, Software, data bases, data, skill, expertise, experience, processes, models, drawings, materials, Books and Records, Goodwill (including the Goodwill associated with any Intellectual Property), all rights and claims in or under insurance policies (including insurance for fire, damage, loss, and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key-person, and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit accounts, rights to receive tax refunds and other payments, rights to receive dividends, distributions, cash Instruments and other property in respect of or in exchange for pledged Equity Interests and Investment Property, and rights of indemnification.

“GMR” means guaranteed minimum royalties.

“Goods” means all “goods”, as such term is defined in the UCC, now owned or hereafter acquired by any Person, wherever located, including embedded software to the extent included in “goods” as defined in the UCC.

“Goodwill” means all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and distribution agreements now owned or hereafter acquired by any Person.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, and any agency, department or other entity exercising executive, taxing, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Guaranteed Indebtedness” means, as to any Person, any obligation of such Person guaranteeing any indebtedness, lease, dividend, or other obligation (“primary obligations”) of any other Person (the “primary obligor”) in any manner, including any obligation or arrangement of such guaranteeing Person (whether or not contingent): (i) to purchase or repurchase any such primary obligation; (ii) to advance or supply funds (a) for the purchase or payment of any such primary obligation or (b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency or any balance sheet condition of the primary obligor; (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation; or (iv) to indemnify the owner of such primary obligation against loss in respect thereof.

“Guarantor” means IM Brands, JR Licensing, H Licensing, C Wonder, Xcel Design, JR Jewelry, H Heritage, Xcel-CT and each other Person which guarantees or supports the Obligations of any Borrower to Lenders in connection with the transactions contemplated by this Agreement.

“Guaranty” means any agreement to perform all or any portion of the Obligations on behalf of any Borrower, in favor of, and in form and substance satisfactory to Agent, together with all amendments, modifications and supplements thereto, and shall refer to such Guaranty as the same may be in effect at the time such reference becomes operative.

“Hazardous Material” means any substance, material or waste which is regulated by or forms the basis of liability now or hereafter under, any Environmental Laws, including any material or substance which is (a) defined as a “solid waste,” “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “pollutant,” “contaminant,” “hazardous constituent,” “special waste,” “toxic substance” or other similar term or phrase under any Environmental Laws, (b) petroleum or any fraction or by-product thereof, asbestos, polychlorinated biphenyls (PCB’s), or any radioactive substance.

“Hazardous Waste” has the meaning given to such term in the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et. seq.).

“H Heritage” means the Heritage Licensing, LLC, a Delaware limited liability company.

“H Heritage Acquisition” means the acquisition by H Heritage of the assets of The H Company IP, LLC pursuant to the H Heritage Purchase Agreement.

“H Heritage Purchase Agreement” means the Asset Purchase Agreement dated as of the Effective Date among Initial Borrower, H Heritage, The H Company IP, LLC and House of Halston, LLC.

“H Licensing” means H Licensing, LLC, a Delaware limited liability company.

“IM Brands” means IM Brands, LLC, a Delaware limited liability company.

“Impacted Lender” means any Lender that fails to provide Agent, within three (3) Business Days following Agent’s written requests, satisfactory assurance that such Lender will not become a Non-Funding Lender.

“IMNY Retail” means IMNY Retail Management, LLC, a Delaware limited liability company.

“Included Subsidiary” means a Subsidiary of Initial Borrower that is a party to this Agreement on the Effective Date or that becomes a party to this Agreement after the Effective Date.

“Incremental Term Loan” has the meaning given to such term in Section 2.3.

“Incremental Term Loan Effective Date” has the meaning given to such term in Section 2.3.

“Incremental Term Loan Maturity Date” shall mean the final maturity date of any Incremental Term Loan, as set forth in the applicable Term Note.

“Indebtedness” of any Person means: (i) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (including reimbursement and all other obligations with respect to surety bonds, letters of credit and bankers’ acceptances, whether or not matured, but not including obligations to trade creditors incurred in the ordinary course of business and not more than 90 days past due); (ii) all obligations evidenced by notes, bonds, debentures or similar instruments; (iii) all indebtedness created or arising under any conditional sale or other title retention agreements with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (iv) all obligations under capital leases; (v) all Guaranteed Indebtedness; (vi) all Indebtedness referred to in clauses (i), (ii), (iii), (iv) or (v) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness; and (vii) the Obligations.

“Indemnified Person” has the meaning given to such term in Section 14.3(b).

“Indemnified Tax” means (a) any Tax other than an Excluded Tax and (b) to the extent not otherwise described in clause (a), Other Taxes.

“Initial Borrower” has the meaning given to such term in the preamble to this Agreement.

“Instruments” means all “instruments”, as such term is defined in the UCC, now owned or hereafter acquired by any Person, wherever located, including all certificated securities and all notes and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, Chattel Paper.

“Intellectual Property” means any and all Licenses, patents, patent registrations, copyrights, copyright registrations, trademarks, trademark registrations, trade secrets, domain names, website addresses and customer lists.

“Intellectual Property Security Agreement” means each Intellectual Property Security Agreement made in favor of Agent by each applicable Credit Party.

“Intercreditor Agreement” means any intercreditor and subordination agreement accepted by Agent from time to time with respect to Indebtedness of or Liens on assets of any Credit Party.

“Interest Period” means any term of one (1) day, one (1) week, one (1) to six (6), nine (9) or twelve (12) months or such other term as may be acceptable to Agent in its discretion. Each Interest Period shall commence immediately at the end of the preceding Interest Period, if any. If any Interest Period would otherwise come to an end on a day that is not a Business Day, its termination shall be postponed to the next day that is a Business Day unless it would thereby terminate in the next calendar month. In such case, such Interest Period shall terminate on the immediately preceding Business Day.

“Interest Rate” means with respect to (a) Revolving Loans that are LIBOR Rate Loans, the sum of the LIBOR Rate plus the Applicable Margin for LIBOR Rate Loans, (b) Revolving Loans that are Base Rate Loans, the sum of the Base Rate plus the Applicable Margin for Base Rate Loans, (c) the Term Loan A, the Fixed Rate Term Loan A, (d) the Term Loan B, the Fixed Rate Term Loan B and (e) each Incremental Term Loan, the interest rate set forth in the related Term Note.

“Inventory” means all “inventory”, as such term is defined in the UCC, now or hereafter owned or acquired by any Person, wherever located.

“Investment Property” means all “investment property”, as such term is defined in the UCC, now owned or hereafter acquired by any Person, wherever located.

“IRC” and “IRS” means respectively, the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service, and any successors thereto.

“ISP” means the International Standby Practices, International Chamber of Commerce Publication No. 590, as the same may be amended from time to time.

“JR Indebtedness” means the Indebtedness of Initial Borrower to Judith Ripka less the amount of Indebtedness owed by Judith Ripka to Initial Borrower.

“JR Jewelry” means Judith Ripka Fine Jewelry, LLC, s Delaware limited liability company.

“JR Licensing” means JR Licensing, LLC, a Delaware limited liability company.

“LC Issuer” means Agent or other financial institution selected by Agent, in its discretion, to issue Letters of Credit pursuant to this Agreement.

“Lender” has the meaning given to such term in the preamble to this Agreement.

“Letter of Credit” and “L/C” means a letter of credit issued by an LC Issuer at the request of Borrowing Representative and on behalf of a Borrower containing terms and conditions satisfactory to Agent, which letter of credit may either be a commercial letter of credit or standby letter of credit.

“Letter of Credit Fee” has the meaning given to such term in Schedule IV.

“Letter of Credit Obligations” means all outstanding obligations (including all duty, freight, taxes, costs, insurance and any other charges and expenses) incurred by any Lender, whether direct or indirect, contingent or otherwise, due or not due, in connection with the issuance or guarantee by LC Issuer or any Lender of Letters of Credit all as further set forth in Schedule IV.

“Letter-of-Credit Rights” has the meaning given to “letter-of-credit rights” as such term is defined in the UCC, now owned or hereafter acquired by any Person, including rights to payment or performance under a letter of credit, whether or not such Person, as beneficiary, has demanded or is at the time entitled to demand payment or performance.

“Leverage Ratio” means at the date of determination thereof, the ratio of (a) Indebtedness excluding the JR Indebtedness to (b) EBITDA for the twelve month period then ended.

“LIBOR Rate” means for the applicable Interest Period, the rate per annum (carried out to the fifth decimal) equal to the rate determined by Agent to be the offered rate on a page or service (whether provided by Bridge Telerate, Reuters, Bloomberg or any other service) that displays an average Interest Settlement Rate as set by the ICE Benchmark Administration (ICE) (or the successor thereto if the ICE is no longer making an Interest Settlement Rate available) for deposits in Dollars (for delivery on the first (1st) Business Day of such Interest Period) with a term equivalent to such Interest Period, determined as of approximately 11:00 a.m. (London time) two (2) Business Days prior to the first Business Day of such Interest Period. If Agent determines that the rate referenced in the first sentence of this paragraph is not available, then “LIBOR Rate” will mean, as applicable to any Interest Period, the rate determined (a) on the basis of the offered rates for deposits in Dollars with a term equivalent to such Interest Period, which are offered by four major banks selected by Agent in the London interbank market at approximately 11:00 a.m. London time, on the Business Day that is two (2) Business Days prior to the first (1st) Business Day of such Interest Period; or (b) by applying such other recognized source of London Eurocurrency deposit rates as Lender may determine from time to time.



“LIBOR Rate Loans” means those Loans bearing interest based upon the LIBOR Rate.

“License” means any rights under any written agreement now or hereafter acquired by any Person to use any trademark, trademark registration, copyright, copyright registration or invention for which a patent is in existence or other license of rights or interests now held or hereafter acquired by any Person.

“Lien” means any mortgage, security deed or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, security interest, charge, claim or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever including any lease or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement under the UCC or comparable law of any jurisdiction.

“Life Insurance Assignment” means an Assignment of Life Insurance Policy as Collateral executed by the owner and the beneficiary thereof, in form and substance satisfactory to Agent, granting Agent for the benefit of Secured Parties a Lien on a Life Insurance Policy to secure payment of the Obligations.

“Life Insurance Policies” means collectively, the life insurance policies maintained by Credit Parties upon the lives of (a) Isaac Mizrahi in the amount maintained by Credit Parties which may be reduced but in no event to an amount no less than the lesser of (i) outstanding principal balance of the Term Loans and (ii) \$15,000,000, (b) Judith Ripka in the amount maintained by Credit Parties but in no event to an amount less than thirty percent (30%) of the outstanding principal balance of the Term Loans, (c) Cameron Silver in the amount of \$10,000,000 and (d) any other the spokespersons and key principals of each Credit Party as agreed to between Agent and Borrowing Representative in amounts to be agreed upon between Agent and Credit Parties.

“Liquid Assets” means (a) assets (which are unencumbered except as permitted pursuant to the terms of the Loan Documents) in the form of cash and cash equivalents consisting of certificates of deposit and money market funds issued by a commercial bank having net assets of not less than \$500,000,000 less (b) the amount of any Liens thereon and any unsatisfied judgment, writ, order of attachment, levy or garnishment entered or issued against Initial Borrower or any of the Included Subsidiaries.

“Litigation” means any claim, lawsuit, litigation, investigation or proceeding of or before any arbitrator or Governmental Authority.

“Loan Documents” means this Agreement, each Note, each Guaranty, each Power of Attorney, each Intellectual Property Security Agreement, the Pledge Agreement, each Life Insurance Assignment, all documents, instruments and agreements relating to Letters of Credit and all other documents, instruments and agreements now or hereafter executed and/or delivered in connection herewith or therewith.

“Loans” means the Revolving Loan, Term Loan and all other extensions of credit hereunder or under any Loan Document.

“Margin Stock” has the meaning given to such term in Section 7.8.

“Material Adverse Effect” means a material adverse effect on (a) the condition, operations, assets or business of Credit Parties taken as a whole, (b) Credit Parties taken as whole ability to pay or perform the Obligations in accordance with the terms hereof or any Loan Document, (c) the value of the Collateral, the Liens on the Collateral or the priority of any such Lien or (d) the practical realization of the benefits of Agent’s and Lenders’ rights and remedies under this Agreement and the Loan Documents.

“Material Contract” means any (a) QVC Agreement, (b) any Revenue License or (c) any other contract to which any Credit Party is a party, in each case the breach, nonperformance or cancellation of which could reasonably be expected to have a Material Adverse Effect.

“Maximum Legal Rate” has the meaning given to such term in Section 5.1(a)(iv).

“Maximum Revolving Amount” means an amount equal to an amount agreed upon among Borrowers and Lenders.

“Minimum Actionable Amount” means \$750,000.

“Multiemployer Plan” means a “multiemployer plan,” as defined in Section 4001(a) (3) of ERISA, to which any Credit Party is making, is obligated to make, has made or been obligated to make, contributions on behalf of participants who are or were employed by any of them.

“Net Income” means, for the applicable period, for Initial Borrower and the Included Subsidiaries on a consolidated basis, the net income (or loss) after taxes for such period determined in accordance with GAAP, but excluding (a) any net income of minority-owned Subsidiaries (except to the extent of net income distributed or representing a management fee or other similar fee), (c) unrealized gains or losses due solely to fluctuations in currency values, (d) earnings (or losses) resulting from my revaluation or write-up or write-down of assets and (e) unrealized gains or losses under all interest rate or currency forwards, options, swaps, caps or collar agreements, foreign exchange agreements, commodity contracts or similar arrangements entered into by Initial Borrower or any Included Subsidiary providing for protection against fluctuations in interest rates, currency exchange rates, commodity prices, or the exchange of nominal interest obligations, either generally or under specific contingencies.

“Net Worth” means as at any date of determination an amount equal to (a) all of the assets of Initial Borrower and the Included Subsidiaries on a consolidated basis that, in accordance with GAAP, are properly classified as assets on such date minus (b) all liabilities of Initial Borrower and the Included Subsidiaries on a consolidated basis that, in accordance with GAAP, are properly classified as liabilities at such date plus (c) the amount of depreciation and amortization expenses and write downs of general intangibles commencing with the Fiscal Quarter most recently preceding the Effective Date and ending on such date of determination.

“Non-Funding Lender” means any Lender that has (a) failed to fund any payments required to be made by it under the Loan Documents within two (2) Business Days after any such payment is due (excluding expense and similar reimbursements that are subject to good faith disputes), (b) given written notice (and Agent has not received a revocation in writing), to a Borrower, Borrowing Representative, Agent, any Lender, or LC Issuer or has otherwise publicly announced (and Agent has not received notice of a public retraction) that such Lender believes it will fail to fund payments or purchases of participations required to be funded by it under the Loan Documents or one or more other syndicated credit facilities, (c) failed to fund, and not cured, loans, participations, advances, or reimbursement obligations under one or more other syndicated credit facilities, unless subject to a good faith dispute, or (d) (i) become subject to a voluntary or involuntary case under the Bankruptcy Code or any similar bankruptcy laws, (ii) a custodian, conservator, receiver or similar official appointed for it or any substantial part of such Person’s assets, or (iii) made a general assignment for the benefit of creditors, been liquidated, or otherwise been adjudicated as, or determined by any Governmental Authority having regulatory authority over such Person or its assets to be, insolvent or bankrupt, and for this clause (d), Agent has determined that such Lender is reasonably likely to fail to fund any payments required to be made by it under the Loan Documents.

“Notes” means the collective reference to the Revolving Loan Notes and the Term Notes.

“Obligations” means the Banking Services Obligations, all Loans, all advances, debts, liabilities, obligations, covenants and duties owing by any Credit Party to Agent or any Lender of every kind and description (whether or not evidenced by any note or other instrument and whether or not for the payment of money or the performance or non-performance of any act), direct or indirect, absolute or contingent, due or to become due, contractual or tortious, liquidated or unliquidated, whether existing by operation of law or otherwise now existing or hereafter arising under this Agreement or any other Loan Document, including all interest (including interest accruing at the then applicable rate provided in this Agreement after the maturity of the Loans and interest accruing at the then applicable rate provided in this Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), charges or any other payments any Credit Party is required to make by law or otherwise arising under or as a result of this Agreement or any other Loan Document.

“OFAC” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“Other Connection Taxes” means Taxes imposed as a result of a present or former connection between Agent, any Lender or LC Issuer and the jurisdiction imposing such Tax, other than any such connection arising solely from Agent, such Lender or LC Issuer having executed, delivered, become a party to, performed its obligations or received a payment under, received or perfected as a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document.

“Other Lender” has the meaning given to such term in Section 4.4.

“Other Taxes” has the meaning given to such term in Section 3.9.

“Outside Financing” means financing obtained by an Excluded Subsidiary from a Person other than Lenders provided that Borrowers have complied with Section 7.23 of this Agreement.

“Participant Register” has the meaning given to such term in Section 14.12(g).

“Pass Thru Distributions” mean dividends declared and paid by a Credit Party to its Equity Interests Holders, or which could have been declared and paid by a Credit Party, in an amount not to exceed the Pass Thru Tax Liabilities.

“Pass Thru Tax Liabilities” means the amount of state and federal income tax paid or to be paid by a Credit Party’s Equity Interest Holders on taxable income earned by such Credit Party and attributable to the Equity Interest Holders as a result of such Credit Party’s status as a disregarded entity for tax purposes, assuming the highest marginal income tax rate for federal and state (for the state or states in which any Equity Interest Holder is liable for income taxes with respect to such income) income tax purposes, after taking into account any deduction for state income taxes in calculating the federal income tax liability and all other deductions, credits, deferrals and other reductions available to Equity Interest Holders from or through a Credit Party.

“Patriot Act” has the meaning given to such term in Section 14.25.

“Payment Intangible” has the meaning give to the term “payment intangible” in the UCC and in any event shall include, a General Intangible under which the Account Debtor’s principal obligation is a monetary obligation.

“Payment Office” means 1177 Avenue of the Americans, New York, New York 10036 or such other place as Agent may from time to time designate in writing.

“PBGC” means the Pension Benefit Guaranty Corporation or any successor thereto.

“Permitted Acquisition” means any Acquisition by (a) a Credit Party of Intellectual Property assets of a Target or (b) a Credit Party of more than 50% of the Equity Interests of a Target organized under the laws of any State in the United States causing such Target to become a Subsidiary of such Credit Party, in each case, to the extent (i) not hostile and approved by the board of directors (or similar body) and/or the Equity Interest Holders of the Target and (ii) that each of the following conditions shall have been satisfied: (A) Agent shall have received the Acquisition Documentation relating thereto; and (B) no Default or Event of Default shall then exist or would exist after giving effect thereto; and (iv) Agent and Required Lenders shall have approved such Acquisition and any new Subsidiary has satisfied the requirements of Section 7.25.

“Permitted Liens” means the following Liens: (a) Liens for Charges, either not yet due and payable or to the extent that nonpayment thereof is permitted by the terms of Section 7.10; (b) pledges or deposits securing obligations under worker’s compensation, unemployment insurance, social security or public liability laws or similar legislation; (c) pledges or deposits securing bids, tenders, contracts (other than contracts for the payment of money), leases to which any Credit Party is a party as lessee, surety and appeal bonds, performance bonds and other obligations of a like nature incurred or made in the ordinary course of business; (d) deposits securing public or statutory obligations of any Credit Party; (e) inchoate and unperfected workers’, mechanics’, or similar liens arising in the ordinary course of business so long as such Liens attach only to Equipment, fixtures or real estate; (f) carriers’, warehousemen’s, suppliers’ or other similar possessory liens arising in the ordinary course of business and securing indebtedness not yet due and payable; (g) deposits of money securing, or in lieu of, surety, appeal or customs bonds in proceedings to which any Credit Party is a party; (h) Purchase Money Liens securing Purchase Money Indebtedness (or rent) to the extent permitted under this Agreement; (i) Liens in existence on the Effective Date as disclosed on Disclosure Schedule 9(e) provided that no such Lien is spread to cover additional property after the Effective Date and the amount of Indebtedness secured thereby is not increased; (j) the interests of non-exclusive licensees under license agreement entered into in the ordinary course of business; (k) Liens in favor of Agent for the benefit of Secured Parties securing the Obligations; and (l) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business that do not materially interfere with the ordinary conduct of the business of Credit Parties.

“Person” means any individual, sole proprietorship, partnership, limited liability partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, entity or government (whether federal, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof), and shall include such Person’s successors and assigns.

“Plan” means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title III of ERISA or Section 412 of the IRC or Section 302 of ERISA, and in respect of which a Credit Party is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Proceeds” means “proceeds”, as such term is defined in the UCC and, in any event, shall include: (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Credit Party or any other Person from time to time with respect to any Collateral; (b) any and all payments (in any form whatsoever) made or due and payable to a Credit Party from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any Collateral by any governmental body, governmental authority, bureau or agency (or any person acting under color of governmental authority); (c) any claim of a Credit Party against third parties (i) for past, present or future infringement of any Intellectual Property or (ii) for past, present or future infringement or dilution of any trademark or trademark license or for injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark License; (d) any recoveries by a Credit Party against third parties with respect to any litigation or dispute concerning any Collateral, including claims arising out of the loss or nonconformity of, interference with the use of, defects in, or infringement of rights in, or damage to, Collateral; (e) all amounts collected on, or distributed on account of, other Collateral, including dividends, interest, distributions and Instruments with respect to Investment Property and pledged Equity Interests; and (f) any and all other amounts, rights to payment or other property acquired upon the sale, lease, license, exchange or other disposition of Collateral and all rights arising out of Collateral.

“Purchase Money Indebtedness” means (a) any Indebtedness incurred for the payment of all or any part of the purchase price of any fixed asset, (b) any Indebtedness incurred for the sole purpose of financing or refinancing all or any part of the purchase price of any fixed asset, and (c) any renewals, extensions or refinancings thereof (but not any increases in the principal amounts thereof outstanding at that time).

“Purchase Money Lien” means any Lien upon any fixed assets which secures the Purchase Money Indebtedness related thereto but only if such Lien shall at all times be confined solely to the asset the purchase price of which was financed or refinanced through the incurrence of the Purchase Money Indebtedness secured by such Lien and only if such Lien secures only such Purchase Money Indebtedness.

“Quarterly Royalty Collections Report” means a report substantially in the form of Exhibit E hereto.

“QVC Agreements” means collectively, (a) the Second Amended and Restated Agreement and Consent to Assignment dated as of September 28, 2011 among QVC, Inc., IM Brands, Initial Borrower and Isaac Mizrahi, (b) the License Agreement dated as of April 1, 2014 among QVC, Inc., JR Licensing, Initial Borrower, Judith Ripka Berk and Beth Vogel, (c) the License Agreement dated as of December 22, 2014 among QVC, Inc., H Licensing and Initial Borrower and (d) any other agreement between a Credit Party (other than the Initial Borrower relating to a transaction with an Excluded Subsidiary) and QVC, Inc. which is a Revenue License, in each case as amended to the Effective Date and as further amended, supplemented, restated or otherwise modified from time to time.

“Real Property” has the meaning given to such term in Section 7.6.

“Release” means, as to any Person, any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Materials in the indoor or outdoor environment by such Person, including the movement of Hazardous Materials through or in the air, soil, surface water, ground water or property.

“Register” has the meaning assigned to such term in Section 4.3(b).

“Related Person” means with respect to any Person, each Affiliate of such Person and each director, officer, employee, agent, trustee, representative, attorney, accountant and each advisor and other consultants of such Person.

“Replacement Lender” has the meaning assigned to such term in Section 14.14.

“Required Lenders” means at any time (a) Lenders then holding more than fifty percent (50%) of the sum of the Aggregate Revolving Loan Commitment then in effect plus the aggregate unpaid principal balance of the Term Loans then outstanding, or (b) if the Aggregate Revolving Loan Commitments have terminated, Lenders then holding more than fifty percent (50%) of the sum of the aggregate unpaid principal amount of Loans then outstanding and outstanding Letter of Credit Obligations.

“Required Revolving Lenders” means at any time (a) Lenders then holding more than fifty percent (50%) of the sum of the Aggregate Revolving Loan Commitments then in effect, or (b) if the Aggregate Revolving Loan Commitments have terminated, Lenders then holding more than fifty percent (50%) of the sum of the aggregate outstanding amount of Revolving Loans and outstanding Letter of Credit Obligations.

“Requirement of Law” means as to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Restricted Payment” means: (a) the declaration or payment of any dividend or the incurrence of any liability to make any other payment or distribution of cash or other property or assets on or in respect of Credit Party’s Equity Interests; (b) any payment or distribution made in respect of any Subordinated Debt of any Credit Party in violation of any subordination or other agreement made in favor of Lenders; (c) any payment on account of the purchase, redemption, defeasance or other retirement of any Credit Party’s Equity Interests or Indebtedness or any other payment or distribution made in respect of any thereof, either directly or indirectly; or (d) any payment, loan, contribution, or other transfer of funds or other property to any Equity Interests Holder of such Person which is not expressly and specifically permitted in this Agreement; provided, that no payment to Agent or any Lender shall constitute a Restricted Payment.

“Revenue License” means each License pursuant to which a Credit Party is entitled to receive revenue from the licensee party thereto.

“Revolving Lender” means each Lender with a Revolving Loan Commitment (or if the Revolving Loan Commitments have terminated, who hold Revolving Loans or participations in Letter of Credit Obligations).

“Revolving Loan” shall have the meaning given to such term in Section 2.1(a).

“Revolving Loan Availability Period” means the period starting on a date agreed to between Borrowers and Revolving Lenders and ending on the Revolving Loan Maturity Date, subject to earlier termination after the occurrence of an Event of Default.

“Revolving Loan Commitment” means, with respect to each Lender, the amount set forth opposite such Lender’s name in Schedule V under the heading “Revolving Loan Commitment” as the same may be adjusted from time to time in accordance with the terms of this Agreement.

“Revolving Loan Maturity Date” means the date agreed to between Borrowers and Revolving Lenders as the Revolving Loan Maturity Date.

“Revolving Loan Note” means each promissory note executed by a Borrower substantially in the form of Exhibit A.

“Sanctioned Country” means, at any time, a country or territory which is the subject or target of any Sanctions.

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the OFAC or the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the OFAC or the U.S. Department of State.

“SDN List” has the meaning given to such term in Section 7.26.

“Secured Parties” means Agent, each Lender, LC Issuer and each other holder of an Obligation.

“Settlement Date” has the meaning given to such term in Section 4.4(b).

“Software” means all “software” as such term is defined in the UCC, including all computer programs and all supporting information provided in connection with a transaction related to any program.

“SPV” means any special purpose funding vehicle identified as such in writing by any Lender to Agent.

“Subordinated Debt” means any note, document, instrument or agreement now or any time hereafter executed and/or delivered by any Credit Party with or in favor of any Subordinated Lender which evidences the principal, interest and other amounts owed by a Credit Party to such Subordinated Lender.

“Subordinated Lender” means any Person who enters into a Subordination Agreement with Agent with respect to amounts owed by any Credit Party to such Person.

“Subordination Agreement” means all subordination agreements accepted by Agent from time to time with respect to Subordinated Debt of any Credit Party.



“Subsidiary” means, with respect to any Person, (i) any corporation of which an aggregate of more than 50% of the outstanding Equity Interests having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, Equity Interests of any other class or classes of such corporation has or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned legally or beneficially by such Person and/or one or more Subsidiaries of such Person, or with respect to which any such Person has the right to vote or designate the vote of 50% or more of such Equity Interests whether by proxy, agreement, operation of law or otherwise, and (ii) any partnership or limited liability company in which such Person or one or more Subsidiaries of such Person has an equity interest (whether in the form of voting or participation in profits or capital contribution) of more than 50% or of which any such Person is a general partner or manager or may exercise the powers of a general partner or manager.

“Supporting Obligations” means all “supporting obligations” as such term is defined in the UCC, including Letter-of-Credit Rights or secondary obligations that supports the payment or performance of Accounts, Chattel Paper, Documents, General Intangibles, Instruments, or Investment Property.

“Target” means any Person or business unit or asset group of any Person which is in the business of owning and licensing Intellectual Property acquired or proposed to be acquired in an Acquisition.

“Taxes” shall have the meaning given to such term in Section 3.9.

“Term” means with respect to (a) the Term Loans, the Effective Date through the Term Loan Maturity Date, (b) each Incremental Term Loan, the effective date of such Incremental Term Loan through the applicable Incremental Term Loan Maturity Date and (c) the Revolving Loan and Letters of Credit, the Revolving Loan Availability Period, in each case, subject to acceleration upon the occurrence of an Event of Default hereunder or other termination hereunder.

“Term Loans” means the collective reference to Term Loan A and Term Loan B.

“Term Loan A” means the loan in the amount specified in Section 2.2 as Term Loan A and any renewals, extensions, revisions, modifications or replacements thereof.

“Term Loan B” means the loan in the amount specified in Section 2.2 as Term Loan B and any renewals, extensions, revisions, modifications or replacements thereof.

“Term Loan Commitments” means the collective reference to the Term Loan A Commitment and the Term Loan B Commitment.

“Term Loan A Commitment” means the amount set forth opposite such Lender’s name in Schedule V under the heading “Term Loan A Commitment” as the same may be adjusted from time to time in accordance with this Agreement.

“Term Loan B Commitment” means the amount set forth opposite such Lender’s name in Schedule V under the heading “Term Loan B Commitment” as the same may be adjusted from time to time in accordance with this Agreement.

“Term Loan Maturity Date” means December 31, 2023.

“Term Note A” means each promissory note of a Borrowers substantially in the form of Exhibit B-1.

“Term Note B” means each promissory note of a Borrowers substantially in the form of Exhibit B-2.

“Term Note” means each of Term Note A and Term Note B.

“Termination Date” means the date on which all Obligations under this Agreement are indefeasibly paid in full, in cash, and no Borrower shall have any further right to borrow any moneys or obtain other Loans or financial accommodations under this Agreement.

“UCC” means the Uniform Commercial Code as the same may, from time be in effect in the State of New York; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Agent’s Lien on any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions of this Agreement relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title III of ERISA.

“Xcel-CT” means Xcel-CT Mfg, LLC, a Delaware limited liability company.

“Xcel Design” means Xcel Design Group, LLC, a Delaware limited liability company.

1.2 Accounting Terms. Any accounting terms used in this Agreement which are not specifically defined shall have the meanings customarily given them in accordance with GAAP and all financial computations shall be computed, unless specifically provided herein, in accordance with GAAP consistently applied.

1.3 Other Terms. All other terms used in this Agreement and defined in the UCC, shall have the meaning given therein unless otherwise defined herein; provided that to the extent that UCC is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern

1.4 Rules of Construction. All Schedules, Addenda and Exhibits hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words “herein”, hereof” and “hereunder” or other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term “or” is not exclusive. The term “including” (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the Schedules to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits, and attachments of or to this Agreement. All references to any instruments or agreements, including references to any of this Agreement or any of the other Loan Documents shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

## 2. LOANS

### 2.1 Revolving Loans.

(a) Subject to the terms and conditions set forth herein and in the Loan Documents, each Lender with a Revolving Loan Commitment, severally and not jointly, shall make Revolving Loan (each, a “Revolving Loan”) to Borrowers solely to consummate a Permitted Acquisition from time to time during the Revolving Loan Availability Period which, in the aggregate at any time outstanding, together with all outstanding Letter of Credit Obligations, will not exceed such Revolving Lender’s Commitment Percentage of the Maximum Revolving Amount.

(b) The Revolving Loan made by each Lender with a Revolving Loan Commitment will be evidenced by a Revolving Loan Note in an amount equal to such Lender’s Revolving Loan Commitment and this Agreement. Such Revolving Loan Note shall be executed by each Borrower prior to the making of the initial Revolving Loan.

(c) If any Borrower does not pay any interest, fees, costs or charges to Agent when due, Borrowers shall thereby be deemed to have requested, and Agent is hereby authorized at its discretion to make a Revolving Loan as of such date in an amount equal to such unpaid interest, fees, costs or charges.

(d) If any Credit Party at any time fails to perform or observe any of the covenants contained in this Agreement or any other Loan Document, Agent may, but need not, perform or observe such covenant on behalf and in the name, place and stead of such Credit Party (or, at Agent's option, in Agent's name) and may, but need not, take any and all other actions which Agent may deem necessary to cure or correct such failure (including the payment of taxes, the satisfaction of Liens, the performance of obligations owed to Account Debtors, lessors or other obligors, the procurement and maintenance of insurance, the execution of assignments, security agreements and financing statements, and the endorsement of instruments). The amount of all monies expended and all reasonable costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Agent in connection with or as a result of the performance or observance of such agreements or the taking of such action by Agent shall be deemed to be a Revolving Loan and added to the Obligations. To facilitate Agent's performance or observance of such covenants of Credit Parties, each Credit Party hereby irrevocably appoints Agent, or Agent's delegate, acting alone, as such Credit Party's attorney in fact (which appointment is coupled with an interest) with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file in the name and on behalf of such Credit Party any and all instruments, documents, assignments, security agreements, financing statements, applications for insurance and other agreements and writings required to be obtained, executed delivered or endorsed by such Credit Party.

(e) During Revolving Loan Availability Period, each Borrower may borrow, prepay and reborrow Revolving Loan, all in accordance with the terms and conditions hereof.

(f) Notwithstanding anything to the contrary contained in this Agreement, LC Issuer shall have no obligation to issue any Letter of Credit or incur Letter of Credit Obligations. In the event that LC Issuer does issue any Letter of Credit or incur Letter of Credit Obligations, such issuance or incurrence would be subject to the terms and conditions of this Agreement, including Schedule IV.

2.2 Term Loans. The outstanding principal amount of the term loan outstanding under the Existing Loan Agreement is \$15,500,000. On the Effective Date, each Lender will advance its Commitment Percentage of an additional term loan in the amount of \$7,500,000. The aggregate amount of the term loans in the amount of \$22,000,000 shall be divided into two term loans. A term loan in the amount of \$7,250,000 ("Term Loan A") and a term loan in the amount of \$14,750,000 ("Term Loan B"). Each Term Loan shall be held by each Lender in an amount equal to such Lender's Commitment Percentage of the respective Term Loan Commitment. The Term Loan A of each Lender with a Term Loan A Commitment shall be evidenced by, and repayable in accordance with the terms of the Term Note A payable to such Lender in an amount equal to the Term Loan A Commitment held by such Lender and this Agreement. The Term Loan B of each Lender with a Term Loan B Commitment shall be evidenced by, and repayable in accordance with the terms of the Term Note B payable to such Lender in an amount equal to the Term Loan B Commitment held by such Lender and this Agreement. Any principal amount repaid in respect of any Term Loan may not be reborrowed.

2.3 Incremental Term Loans.

(a) Borrowing Representative may, by written notice to Agent from time to time, request that the outstanding principal amount of Revolving Loans be converted to a term loan (each an "Incremental Term Loan"). Such notice shall set forth (i) the amount of the Incremental Term Loan being requested (which shall be in minimum increments of \$1,000,000 and a minimum amount of \$5,000,000), (ii) the date on which such Incremental Term Loan is requested to become effective (which shall not be less than ten (10) Business Days nor more than sixty (60) days after the date of such notice) (the "Incremental Term Loan Effective Date"), and (iii) the proposed Incremental Term Loan Maturity Date, which maturity date cannot be later than the Term Loan Maturity Date, and amortization schedule of such Incremental Term Loan.

(b) Each Revolving Lender will be deemed to have made an Incremental Term Loan to Borrowers equal to its Commitment Percentage of the requested Incremental Term Loan by converting the equivalent amount of the Revolving Loans into an Incremental Term Loan. Notwithstanding the foregoing, no Incremental Term Loan shall become effective unless (i) on the date of such effectiveness, the conditions set forth in Section 6.2 shall be satisfied and Agent shall have received a certificate to that effect dated such date and executed by the Chief Financial Officer or Chief Executive Officer Borrowing Representative. Each Incremental Term Loan shall be evidenced by a Term Note payable to each Lender that converts a Revolving Loan to an Interim Term Loan in an amount equal to such Incremental Term Loan and having an amortization schedule as set forth in the request for such Incremental Term Loan.

### 3. REPAYMENT AND PREPAYMENTS

#### 3.1 Intentionally Omitted.

3.2 Repayment of Revolving Loan. Borrowers shall be required to make a mandatory repayment hereunder at any time that the aggregate outstanding principal balance of the Revolving Loan made by Lenders to Borrowers hereunder is in excess of the Maximum Revolving Amount, in an amount equal to such excess. The Revolving Loan outstanding shall be due and payable on the Revolving Loan Maturity Date.

3.3 Repayment of Term Loan. The Term Loan A and all accrued and unpaid interest thereon shall be repaid in accordance with the applicable Term Note A. The Term Loan B and all accrued and unpaid interest thereon shall be repaid in accordance with applicable Term Note B.

3.4 Repayment of Incremental Term Loan. Each Incremental Term Loan and all accrued and unpaid interest thereon shall be repaid in accordance with the Term Note delivered in connection with such Incremental Term Loan.

3.5 Timing and Type of Payment. Any payments of principal, interest, fees or any other amounts payable hereunder or under any Loan Document shall be made prior to 12:00 noon (New York time) on the due date thereof in immediately available funds. The payment of any amounts due under this Agreement or any other Loan Document shall be made in Dollars.

3.6 Voluntary Prepayments. Borrowing Representative shall have the right, at any time upon thirty (30) day's prior written notice to Agent to (a) terminate voluntarily Borrowers' right to receive or benefit from, and Revolving Lenders' obligation to make and to incur, Revolving Loans and Letter of Credit Obligations, (b) repay all outstanding Revolving Loans, Letter of Credit Obligations and accrued and unpaid interest thereon or (b) cause Borrowers to prepay all or a portion of the Term Loans or Incremental Term Loans, provided that any prepayment of less than all of the outstanding balance of the Term Loans or Incremental Term Loans shall be applied to the remaining installments of the Term Loans or Incremental Term Loan pro rata in the inverse order of their maturity. If any Term Loan or any Incremental Term Loan is prepaid on or prior to the third anniversary of the Effective Date (including as a result of the occurrence of an Event of Default), Borrowers shall pay to such Lenders the applicable Early Termination Fee. Each Borrower acknowledges and agrees that (i) it would be difficult or impractical to calculate Lenders' actual damages from early repayment of any Term Loan or Incremental Term Loan, (ii) the Early Termination Fee is intended to be fair and reasonable approximations of such damages, and (iii) the Early Termination Fee is not intended to be a penalty.

3.7 Prepayment Events.

(a) If for any Fiscal Year commencing with the fiscal year ending on December 31, 2017, there shall be Excess Cash Flow for such Fiscal Year, Borrowers shall pay to Agent for the benefit of Lenders holding a portion of the Term Loans an amount equal to ten percent (10%) of such Excess Cash Flow (the "Cash Flow Recapture Requirement"), to be applied to the principal amount of the Term Loans pro rata in the reverse order of maturity. The Cash Flow Recapture Requirement for any such Fiscal Year shall be received by Agent no later than the date that is seven (7) days after the delivery of the Financial Statements for such Fiscal Year required pursuant to Section 8.1(b). The Cash Flow Recapture requirement shall be applied to the unpaid principal balance of the Term Loans pro rata, and after the Term Loans have been paid in full, to the outstanding principal balance of the Incremental Term Loans pro rata with any balance going to pay the outstanding principal balance of the Revolving Loan. Borrowers shall not be required to pay an Early Termination Fee on any amount repaid due to the Cash Flow Recapture Requirement. To the extent applicable, amounts prepaid shall be applied first to any Base Rate Loans then outstanding and then to outstanding LIBOR Rate Loans with the shortest Interest Periods remaining. Together with each prepayment of a LIBOR Rate Loan or a Fixed Rate Loan, Borrowers shall pay any amounts due and payable pursuant to Section 3.12.

(b) Agent shall have the right, at the cost and expense of Borrowers, to require the appraisal by an independent appraisal firm acceptable to Agent of the trademarks of the Included Subsidiaries (i) to the extent that any appraisal previously prepared for the benefit of Agent or Lenders is three (3) or more years old, (ii) at any time following the write down of a material amount of the value of any of trademarks of the Included Subsidiaries taken as a whole and (iii) if Agent in its reasonable discretion believes that the value of the trademarks of the Included Subsidiaries taken as a whole has been impaired in a material respect. If the amount of the Loans exceeds fifty percent (50%) of the appraised value of the trademarks of the Included Subsidiaries taken as a whole, Agent shall have the right to require that Borrowers reduce the amount of the Loans by such excess.

3.8 Application of Payments. During the continuance of an Event of Default, Agent may, and, upon the direction of Required Lenders, shall apply any and all payments received by Agent in respect of any Obligation in accordance with clauses first through sixth below. Notwithstanding any provision herein to the contrary, all payments made by Credit Parties to Agent after any or all of the Obligations have been accelerated (so long as such acceleration has not been rescinded), including proceeds of Collateral, shall be applied as follows:

first, to payment of costs and expenses, including attorney fees and expenses, of Agent payable or reimbursable by the Credit Parties under the Loan Documents;

second, to payment of costs and expenses of Lenders payable or reimbursable by Borrowers under this Agreement;

third, to payment of all accrued unpaid interest on the Obligations and fees owed to Agent, Lenders and LC Issuers;

fourth, to payment of principal of the Obligations including, without limitation, Letter of Credit Obligations then due and payable and cash collateralization of unmaturing Letter of Credit Obligations to the extent not then due and payable);

fifth, to payment of any other amounts owing constituting Obligations; and

sixth, any remainder shall be for the account of and paid to whoever may be lawfully entitled thereto.

In carrying out the foregoing, (i) amounts received shall be applied in the numerical order provided until exhausted prior to the application to the next succeeding category and (ii) each of Lenders or other Persons entitled to payment shall receive an amount equal to its pro rata share of amounts available to be applied pursuant to clauses third, fourth and fifth above.

### 3.9 Taxes.

(a) Except as required by a Requirement of Law, each payment by any Credit Party under any Loan Document shall be made free and clear of all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax, penalties or other liabilities) with respect thereto (collectively, "Taxes") other than Excluded Taxes.

(b) If any Taxes shall be required by any Requirement of Law to be deducted from or in respect of any amount payable under any Loan Document to Agent, any Lender or LC Issuer (i) if such Tax is an Indemnified Tax, such amount payable shall be increased as necessary to ensure that, after all required deductions for Indemnified Taxes are made (including deductions applicable to any increases to any amount under this Section 3.9), Agent, such Lender or LC Issuer receive the amount Agent, such Lender or LC Issuer would have received had no such deductions been made, (ii) the relevant Credit Party shall make such deductions, (iii) the relevant Credit Party shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Requirements of Law and (iv) within thirty (30) days after such payment is made, the relevant Credit Party shall deliver to Agent an original or certified copy of a receipt evidencing such payment or other evidence of payment reasonably satisfactory to Agent.

(c) In addition, the relevant Credit Party shall timely pay to the relevant Governmental Authority in accordance with the applicable Requirement of Law, or at the option of Agent timely reimburse it for the payment of, any stamp, court, documentary, intangible, recording, filing or similar Taxes imposed by any applicable Requirement of Law or Governmental Authority and all liabilities with respect thereto (including by reason of any delay in payment thereof), in each case arising from the execution, delivery or registration of, or otherwise with respect to, any Loan Document or any transaction contemplated therein (collectively, “Other Taxes”).

(d) Borrowers shall reimburse and indemnify, within thirty (30) days after receipt of demand therefor, Agent, Lenders and LC Issuer for all Indemnified Taxes (including any Indemnified Taxes imposed by any jurisdiction on amounts payable under this Section 3.9) paid or payable by Agent, any Lender or LC Issuer and any liabilities arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally asserted.

(e) If Agent, any Lender or LC Issuer determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 3.9 (including additional amounts paid pursuant to this Section 3.9), it shall pay to the Borrowing Representative an amount equal to such refund (but only to the extent of indemnity payments made under this Section 3.9 with respect to the Taxes giving rise to such refund), without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Notwithstanding anything to the contrary in this Section 3.9(e), in no event will Agent, any Lender or LC Issuer be required to pay any amount to Borrowing Representative pursuant to this Section 3.9(e) if such payment would place Agent, any Lender or LC Issuer in a less favorable position (on a net after-Tax basis) than Agent, any Lender or LC Issuer would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This Section 3.9(e) shall not be construed to require Agent, any Lender or LC Issuer to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the Borrowing Representative or any other Person.

(f) Each Lender that is a “United States person” as defined under Section 7701(a)(30) of the IRC shall deliver to Agent and the Borrowing Representative on or prior to the date such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Agent or Borrowing Representative) two properly completed and executed IRS Forms W-9 (or applicable successor form) to establish that such Lender is not subject to United States federal backup withholding tax. Each Lender that is not a “United States person” (as so defined) shall, to the extent it is legally entitled to do so, deliver to Agent and the Borrowing Representative on or prior to the date such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Agent or Borrowing Representative) two properly completed and executed IRS Forms W-8BEN, W-8BEN-E, W-8ECI, or W-8IMY, as applicable, and in each case together with a portfolio interest exemption certificate, if applicable, and such other information reasonably requested by Agent or Borrowing Representative to establish that such Lender is entitled to an exemption from or a reduced rate of United States federal withholding Tax with respect to payments made to such Lender under this Agreement or any other Loan Document.



3.10 Increased Costs and Reduction of Return.

(a) If any Lender or LC Issuer shall determine that, due to either (i) the introduction of, or any change in, or in the interpretation of, any Requirement of Law or (ii) the compliance with any guideline or request from any central bank or other Governmental Authority (whether or not having the force of law), in the case of either clause (i) or (ii) subsequent to the date hereof, (x) there shall be any increase in the cost to such Lender or LC Issuer of agreeing to make or making, funding or maintaining any Loans or of issuing or maintaining any Letter of Credit or (y) such Lender or LC Issuer shall be subject to any Taxes (other than (A) Indemnified Taxes and (B) Excluded Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, then Borrowers shall be liable for, and shall from time to time, within thirty (30) days of demand therefor by such Lender or LC Issuer (with a copy of such demand to Agent), pay to such Lender or LC Issuer, as applicable, additional amounts as are sufficient to compensate such Lender or LC Issuer, as applicable for such increased costs or such Taxes; provided, that Borrowers shall not be required to compensate any Lender or LC Issuer pursuant to this Section 3.10(a) for any increased costs or Taxes incurred more than 180 days prior to the date that such Lender or LC Issuer notifies the Borrowing Representative, in writing of the increased costs and of such Lender's or LC Issuer's intention to claim compensation thereof; provided, further, that if the circumstance giving rise to such increased costs is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(b) If any Lender or LC Issuer shall have determined that:

(i) the introduction of any Capital Adequacy Regulation;

(ii) any change in any Capital Adequacy Regulation;

(iii) any change in the interpretation or administration of any Capital Adequacy Regulation by any central bank or other Governmental Authority charged with the interpretation or administration thereof; or

(iv) compliance by such Lender or LC Issuer or any entity controlling such Lender or LC Issuer, with any Capital Adequacy Regulation;

affects the amount of capital required or expected to be maintained by such Lender or LC Issuer or any entity controlling such Lender or LC Issuer and (taking into consideration such Lender's or such entities' policies with respect to capital adequacy and such Lender's or LC Issuer's desired return on capital) determines that the amount of such capital is increased as a consequence of its loans, credits or obligations under this Agreement, then, within thirty (30) days of demand of such Lender or LC Issuer (with a copy to Agent), Borrowers shall pay to such Lender or LC Issuer, as applicable, from time to time as specified by such Lender or LC Issuer, additional amounts sufficient to compensate such Lender or LC Issuer (or the entity controlling such Lender or LC Issuer) for such increase; provided, that Borrowers shall not be required to compensate such Lender or LC Issuer pursuant to this Section 3.10(b) for any amounts incurred more than 180 days prior to the date that such Lender or LC Issuer notifies the Borrowing Representative, in writing of the amounts and of such Lender's or LC Issuer's intention to claim compensation thereof; provided, further, that if the event giving rise to such increase is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(c) Notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities, in each case in respect of this clause (ii) pursuant to Basel III, shall, in each case, be deemed to be a change in a Requirement of Law under this Section 3.10 and/or a change in Capital Adequacy Regulation under this Section 3.10, as applicable, regardless of the date enacted, adopted or issued.

3.11 Certificates of Lenders. The applicable Lender or LC Issuer shall deliver to the Borrowing Representative a certificate setting forth in reasonable detail the amount payable to such Lender under Sections 3.9 and 3.10 and such certificate shall be conclusive and binding on the Credit Parties in the absence of manifest error.

3.12 Funding Losses. Borrowers agree to reimburse each Lender and to hold each Lender harmless from any loss or expense which such Lender may sustain or incur as a consequence of: (a) the failure of Borrowers to borrow, continue or convert a LIBOR Rate Loan or a Fixed Rate Loan after the Borrowing Representative has given (or is deemed to have given) a notice of borrowing of a LIBOR Rate Loan or a Fixed Rate Loan or a notice of conversion of a Base Rate Loan to a LIBOR Rate Loan or continuation of a LIBOR Rate Loan; (b) the prepayment of a Fixed Rate Loan other than on the due date thereof or a LIBOR Rate Loan on a day which is not the last day of the Interest Period with respect thereto; or (c) the conversion of any LIBOR Rate Loan to a Base Rate Loan on a day that is not the last day of the applicable Interest Period; including any such loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain its LIBOR Rate Loans or Fixed Rate Loans hereunder or from fees payable to terminate the deposits from which such funds were obtained. Solely for purposes of calculating amounts payable by Borrowers to the Lenders under this Section 3.12: each LIBOR Rate Loan made by a Lender (and each related reserve, special deposit or similar requirement) shall be conclusively deemed to have been funded at the LIBOR Rate used in determining the interest rate for such LIBOR Rate Loan by a matching deposit or other borrowing in the interbank Eurodollar market for a comparable amount and for a comparable period, whether or not such LIBOR Rate Loan is in fact so funded.

3.13 Alternate Rate of Interest.

(a) If prior to the commencement of any Interest Period for a LIBOR Rate Loan:

(i) any Lender determines (which determination shall be conclusive and binding absent manifest error) that adequate and reasonable means do not exist for ascertaining the LIBOR Rate, for such Interest Period; or

(ii) any Lender determines the LIBOR Rate for the applicable Interest Period will not adequately and fairly reflect the cost to such Lender of making or maintaining its Loans included in such LIBOR Rate Loan for such Interest Period;

then such Lender shall give notice thereof to Agent and Borrowing Representative and, until such Lender notifies Agent and Borrowing Representative that the circumstances giving rise to such notice no longer exist, any interest rate election request or conversion of any Loan to, or continuation of any Loan as, a LIBOR Rate Loan shall be ineffective and any such LIBOR Rate Loan shall be converted to a Base Rate Loan at the end of the applicable Interest Period.

(b) If at any time any Lender determines (which determination shall be conclusive absent manifest error) that (i) the circumstances set forth in clause (a) have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (a) have not arisen but either (w) the supervisor for the administrator of the LIBOR Rate has made a public statement that the administrator of the LIBOR Rate is insolvent (and there is no successor administrator that will continue publication of the LIBOR Rate), (x) the administrator of the LIBOR Rate has made a public statement identifying a specific date after which the LIBOR Rate will permanently or indefinitely cease to be published by it (and there is no successor administrator that will continue publication of the LIBOR Rate), (y) the supervisor for the administrator of the LIBOR Rate has made a public statement identifying a specific date after which the LIBOR Rate will permanently or indefinitely cease to be published or (z) the supervisor for the administrator of the LIBOR Rate or a Governmental Authority having jurisdiction over Agent has made a public statement identifying a specific date after which the LIBOR Rate may no longer be used for determining interest rates for loans, then Agent and Borrowing Representative shall endeavor to establish an alternate rate of interest to the LIBOR Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for bank loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable (but, for the avoidance of doubt, such related changes shall not include a reduction of the applicable rate). Until an alternate rate of interest shall be determined in accordance with this clause (c) (but, in the case of the circumstances described in clauses (ii)(w), (ii)(x) or (ii)(y) of the first sentence of this Section 3.13(c), only to the extent the LIBOR Rate for such Interest Period is not available or published at such time on a current basis), (x) any request for the conversion of any Loan to, or continuation of any Loan as, a LIBOR Rate Loan shall be ineffective and any such LIBOR Rate Loan shall be repaid or converted into a Base Rate Loan on the last day of the then current Interest Period applicable thereto, and (y) if any request requests a LIBOR Rate Loan, such Loan shall be made as a Base Rate Loan; provided that, if such alternate rate of interest shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

#### 4. PROCEDURES

4.1 Procedure for Revolving Loan. Borrowing Representative on behalf of each Borrower may by written notice request a borrowing of Revolving Loan prior to 11:00 a.m. (New York time) on the date which is two (2) Business Days prior to the Business Day of the requested borrowing of a Revolving Loan. All Revolving Loan shall be disbursed from whichever office or other place Agent may designate from time to time and, together with any and all other Obligations of Borrowers to Secured Parties, shall be charged to Borrowers' account on Agent's books. The proceeds of each Revolving Loan made by Revolving Lenders shall be made available to Borrowers on the Business Day so requested by way of credit to the applicable Borrower's operating account maintained with such bank as Borrowing Representative designated to Agent. Any and all Obligations due and owing hereunder may be charged to Borrowers' account and shall constitute Revolving Loan. The principal amount of any single Revolving Loan request shall be not less than \$100,000.

4.2 Conversion and Continuation Elections. Other than as respects Fixed Rate Loans, Borrowing Representative shall have the option to (a) request that any Loan be made as a LIBOR Rate Loan, (b) convert at any time all or any part of outstanding Loans from Base Rate Loans to LIBOR Rate Loans, (c) convert any LIBOR Rate Loan to a Base Rate Loan, subject to Section 3.12 if such conversion is made prior to the expiration of the Interest Period applicable thereto, or (d) continue all or any portion of any Loan as a LIBOR Rate Loan upon the expiration of the applicable Interest Period. Any Loan or group of Loans having the same proposed Interest Period to be made or continued as, or converted into, a LIBOR Rate Loan must be in a minimum amount of \$1,000,000. Any such election must be made by Borrowing Representative by 2:00 p.m. on the second Business Day prior to (1) the date of any proposed Loan which is to bear interest at LIBOR, (2) the end of each Interest Period with respect to any LIBOR Rate Loans to be continued as such, or (3) the date on which Borrowers wish to convert any Base Rate Loan to a LIBOR Rate Loan for an Interest Period designated by the Borrowing Representative in such election. If no election is received with respect to a LIBOR Rate Loan by 2:00 p.m. on the second Business Day prior to the end of the Interest Period with respect thereto, that LIBOR Rate Loan shall be converted to a Base Rate Loan at the end of its Interest Period. Borrowing Representative must make such election by notice to Agent in writing. In the case of any conversion or continuation, such election must be made pursuant to a written notice in the form attached hereto as Exhibit G. No Loan shall be made, converted into or continued as a LIBOR Rate Loan, if the conditions to Loans and Letters of Credit in Section 6.2 are not met at the time of such proposed conversion or continuation and Agent or Required Lenders have determined not to make or continue any Loan as a LIBOR Rate Loan as a result thereof. Agent will, with reasonable promptness, notify the Borrowing Representative and the Lenders of each determination of the LIBOR Rate; provided that any failure to do so shall not relieve any Borrower of any liability hereunder or provide the basis for any claim against Agent. All conversions and continuations shall be made pro rata according to the respective outstanding principal amounts of the Loans held by each Lender with respect to which the notice was given.

#### 4.3 Accounting of Loans.

(a) Agent is authorized by Borrowers to record on its books or records the date, principal amount, amount and date of all payments of principal of and interest on each Loan, and the outstanding principal balance of the Loans and such recordation shall constitute prima facie evidence as to all such information contained therein. Agent shall provide Borrowing Representative on a monthly basis with a statement and accounting of such recordations but any failure on the part of Agent to keep such recordation (or any errors therein) or to send a statement thereof to Borrowing Representative shall not limit or otherwise affect the obligation of any Borrower to repay (with applicable interest) any Loans. Except to the extent that Borrowing Representative shall, within sixty (60) days after such statement and accounting is sent, notify Agent in writing of any objection any Borrower may have thereto (stating with particularity the basis for such objection), such statement and accounting shall be deemed final, binding and conclusive upon Borrowers, absent manifest error.

(b) Agent, acting as a non-fiduciary agent of Borrowers and the other Credit Parties solely for tax purposes and solely with respect to the actions described in this Section 4.3, shall establish and maintain (i) a record of ownership (the “Register”) in which Agent agrees to register by book entry the interests (including any rights to receive payment hereunder) of Agent, each Lender and each LC Issuer in the Term Loans, each Incremental Term Loan, the Revolving Loans and Letter of Credit Obligations, each of their obligations under this Agreement to participate in each Loan, Letter of Credit and Letter of Credit Obligations, and any assignment of any such interest, obligation or right and (ii) accounts in the Register in accordance with its usual practice in which it shall record (A) the names and addresses of Lenders and the LC Issuers (and each change thereto pursuant to this Agreement), (B) the Commitments of each Lender, (C) the amount of each Loan, and for LIBOR Rate Loans, the Interest Period applicable thereto, (D) the amount of any principal or interest due and payable or paid, (E) the amount of the Letter of Credit Obligations due and payable or paid in respect of Letters of Credit and (F) any other payment received by Agent from a Borrower or other Credit Party and its application to the Obligations.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Loans (including any Notes evidencing such Loans and, in the case of Revolving Loans, the corresponding obligations to participate in Letter of Credit Obligations) are registered obligations, the right, title and interest of Lenders and LC Issuers and their assignees in and to such Loans shall be transferable only upon notation of such transfer in the Register and no assignment thereof shall be effective until recorded therein. This Section shall be construed so that the Loans are at all times maintained in “registered form” within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the IRC.

(d) Credit Parties, Agent, Lenders and LC Issuers shall treat each Person whose name is recorded in the Register as a Lender or LC Issuer, as applicable, for all purposes of this Agreement. Information contained in the Register with respect to any Lender or any LC Issuer shall be available for access by Borrowers, Borrowing Representative, Agent, such Lender or such LC Issuer during normal business hours and from time to time upon at least one Business Day’s prior notice. No Lender or LC Issuer shall, in such capacity, have access to or be otherwise permitted to review any information in the Register other than information with respect to such Lender or LC Issuer unless otherwise agreed by Agent.

#### 4.4 Payments by Lenders to Agent; Settlement.

(a) Agent may, on behalf of Lenders, disburse funds to Borrowers for Loans requested. Each Lender shall reimburse Agent on demand for all funds disbursed on its behalf by Agent, or if Agent so requests, each Lender will remit to Agent its Commitment Percentage of any Loan before Agent disburses same to Borrowers. If Agent elects to require that each Lender make funds available to Agent prior to disbursement by Agent to Borrowers, Agent shall advise each Lender by electronic transmission of the amount of such Lender’s Commitment Percentage of the Loan requested by Borrowing Representative no later than the Business Day prior to the scheduled borrowing date applicable thereto, and each such Lender shall pay Agent such Lender’s Commitment Percentage of such requested Loan, in same day funds, by wire transfer to Agent’s account, as designated by Agent to such Lender, no later than 1:00 p.m. on such scheduled Borrowing date. Nothing in this Section 4.4(a) or elsewhere in this Agreement or the other Loan Documents shall be deemed to require Agent to advance funds on behalf of any Lender or to relieve any Lender from its obligation to fulfill its Commitments hereunder or to prejudice any rights that Agent, any Lender or Borrowers may have against any Lender as a result of any default by such Lender hereunder.

(b) At least once each calendar week or more frequently at Agent's election (each, a "Settlement Date"), Agent shall advise each Lender by electronic transmission of the amount of such Lender's Commitment Percentage of principal, interest and Fees paid for the benefit of Lenders with respect to each applicable Loan. Agent shall pay to each Lender such Lender's Commitment Percentage of principal, interest and fees paid by Borrowers since the previous Settlement Date for the benefit of such Lender on the Loans held by it. Such payments shall be made by wire transfer to such Lender not later than 2:00 p.m. on the next Business Day following each Settlement Date.

(c) Agent may assume that each Revolving Lender will make its Commitment Percentage of each Revolving Loan available to Agent on each borrowing date. If such Commitment Percentage is not, in fact, paid to Agent by such Revolving Lender when due, Agent will be entitled to recover such amount on demand from such Revolving Lender without setoff, counterclaim or deduction of any kind. If any Revolving Lender fails to pay the amount of its Commitment Percentage forthwith upon Agent's demand, Agent shall promptly notify Borrowing Representative and Borrowers shall immediately repay such amount to Agent. Nothing in this Section 4.4 shall be deemed to require Agent to advance funds on behalf of any Revolving Lender or to relieve any Revolving Lender from its obligation to fulfill its Commitments hereunder or to prejudice any rights that Borrowers may have against any Revolving Lender as a result of any default by such Revolving Lender hereunder. Without limiting the provisions of Section 4.4, to the extent that Agent advances funds to Borrowers on behalf of any Revolving Lender and is not reimbursed therefor on the same Business Day as such advance is made, Agent shall be entitled to retain for its account all interest accrued on such advance from the date such advance was made until reimbursed by the applicable Revolving Lender.

(d) (1) If Agent pays an amount to a Lender under this Agreement in the belief or expectation that a related payment has been or will be received by Agent from Borrowers and such related payment is not received by Agent, then Agent will be entitled to recover such amount from such Lender on demand without setoff, counterclaim or deduction of any kind.

(i) If Agent determines at any time that any amount received by Agent under this Agreement or any other Loan Document must be returned to any Credit Party or paid to any other Person pursuant to any insolvency law or otherwise, then, notwithstanding any other term or condition of this Agreement or any other Loan Document, Agent will not be required to distribute any portion thereof to any Lender. In addition, each Lender will repay to Agent on demand any portion of such amount that Agent has distributed to such Lender, together with interest at such rate, if any, as Agent is required to pay to any Borrower or such other Person, without setoff, counterclaim or deduction of any kind, and Agent will be entitled to set-off against future distributions to such Lender any such amounts (with interest) that are not repaid on demand.

(e) (2) The failure of any Non-Funding Lender to make any Revolving Loan, Letter of Credit Obligation, Term Loan or Incremental Term Loan or any payment required by it, or to make any payment required by it under any Loan Document, or to fund any purchase of any participation to be made or funded by it on the date specified therefor shall not relieve any other Lender (each such other Revolving Lender, an “Other Lender”) of its obligations to make such loan, fund the purchase of any such participation, or make any other such required payment on such date, and neither Agent nor, other than as expressly set forth herein, any Other Lender shall be responsible for the failure of any Non-Funding Lender to make a loan, fund the purchase of a participation or make any other required payment under any Loan Document.

(i) If any Revolving Lender is a Non-Funding Lender, all or a portion of such Non-Funding Lender’s Letter of Credit Obligations (unless such Lender is the LC Issuer that issued such Letter of Credit) shall, at Agent’s election at any time or upon any LC Issuer’s, written request delivered to Agent (whether before or after the occurrence of any Default or Event of Default), be reallocated to and assumed by the Revolving Lenders that are not Non-Funding Lenders or Impacted Lenders pro rata in accordance with their Commitment Percentages of the Aggregate Revolving Loan Commitment (calculated as if the Non-Funding Lender’s Commitment Percentage was reduced to zero and each other Revolving Lender’s (other than any other Non-Funding Lender’s or Impacted Lender’s) Commitment Percentage had been increased proportionately), provided that no Revolving Lender shall be reallocated any such amounts or be required to fund any amounts that would cause the sum of its outstanding Revolving Loans and outstanding Letter of Credit Obligations to exceed its Revolving Loan Commitment.

(ii) Notwithstanding anything set forth herein to the contrary, a Non-Funding Lender shall not have any voting or consent rights under or with respect to any Loan Document or constitute a “Lender” or a “Revolving Lender” (or be, or have its Loans and Commitments, included in the determination of “Required Lenders”, “Required Revolving Lenders” or “Lenders directly affected”) for any voting or consent rights under or with respect to any Loan Document, provided that (A) the Commitment of a Non-Funding Lender may not be increased, extended or reinstated, (B) the principal of a Non-Funding Lender’s Loans may not be reduced or forgiven, and (C) the interest rate applicable to Obligations owing to a Non-Funding Lender may not be reduced in such a manner that by its terms affects such Non-Funding Lender more adversely than other Lenders, in each case without the consent of such Non-Funding Lender. Moreover, for the purposes of determining Required Lenders and Required Revolving Lenders, the Loans, Letter of Credit Obligations, and Commitments held by Non-Funding Lenders shall be excluded from the total Loans and Commitments outstanding.

(iii) Agent shall be authorized to use all payments received by Agent for the benefit of any Non-Funding Lender pursuant to this Agreement to pay in full the Aggregate Excess Funding Amount (as defined below) to the appropriate Secured Parties. Following such payment in full of the Aggregate Excess Funding Amount, Agent shall be entitled to hold such funds as cash collateral in a non-interest bearing account up to an amount equal to such Non-Funding Lender's unfunded Revolving Loan Commitment and to use such amount to pay such Non-Funding Lender's funding obligations hereunder until the Obligations are paid in full in cash, all Letter of Credit Obligations have been discharged or cash collateralized and all Commitments have been terminated. Upon any such unfunded obligations owing by a Non-Funding Lender becoming due and payable, Agent shall be authorized to use such cash collateral to make such payment on behalf of such Non-Funding Lender. With respect to such Non-Funding Lender's failure to fund Revolving Loans or purchase participations in Letters of Credit or Letter of Credit Obligations, any amounts applied by Agent to satisfy such funding shortfalls shall be deemed to constitute a Revolving Loan or amount of the participation required to be funded and, if necessary to effectuate the foregoing, the other Revolving Lenders shall be deemed to have sold, and such Non-Funding Lender shall be deemed to have purchased, Revolving Loans or Letter of Credit participation interests from the other Revolving Lenders until such time as the aggregate amount of the Revolving Loans and participations in Letters of Credit and Letter of Credit Obligations are held by the Revolving Lenders in accordance with their Commitment Percentages of the Aggregate Revolving Loan Commitment. Any amounts owing by a Non-Funding Lender to Agent which are not paid when due shall accrue interest at the interest rate applicable during such period to Revolving Loans that are Base Rate Loans. In the event that Agent is holding cash collateral of a Non-Funding Lender that cures pursuant to clause (v) below or ceases to be a Non-Funding Lender pursuant to the definition of Non-Funding Lender, Agent shall return the unused portion of such cash collateral to such Lender. The "Aggregate Excess Funding Amount" of a Non-Funding Lender shall be the aggregate amount of (A) all unpaid obligations owing by such Lender to Agent, LC Issuers, and other Lenders under the Loan Documents, including such Lender's pro rata share of all Revolving Loans and Letter of Credit Obligations, plus, without duplication, (B) all amounts of such Non-Funding Lender's Letter of Credit Obligations.

(iv) A Lender may cure its status as a Non-Funding Lender under clause (a) of the definition of Non-Funding Lender if such Lender (A) fully pays to Agent, on behalf of the applicable Secured Parties, the Aggregate Excess Funding Amount, plus all interest due thereon and (B) timely funds the next Revolving Loan required to be funded by such Lender or makes the next reimbursement required to be made by such Lender with respect to Letters of Credit. Any such cure shall not relieve any Lender from liability for breaching its contractual obligations hereunder.

(v) A Lender that is a Non-Funding Lender pursuant to clause (a) of the definition of Non-Funding Lender shall not earn and shall not be entitled to receive, and Borrowers shall not be required to pay, such Lender's portion of the unused line fee, if any, payable pursuant to Section 5.1(c).

(f) Agent is hereby authorized by each Credit Party and each other Secured Party to establish procedures (and to amend such procedures from time to time) to facilitate administration and servicing of the Loans and other matters incidental thereto.



5. INTEREST AND FEES

5.1 Interest and Fees.

(a) Interest.

(i) Except as modified by Section 5.1(a)(iii) below, Borrowers shall pay interest on the unpaid principal balance of the Loans for each day they are outstanding at the Interest Rate applicable to such Loan. Interest with respect to a Revolving Loan begins to accrue as soon as such Revolving Loan is made or deemed to be made. Interest will continue to accrue until payment in full of the Obligations. Interest and fees shall be computed on the basis of actual days elapsed in a year of 360 days. Interest on Revolving Loans shall be payable in arrears on the first day of each month for interest accrued during the preceding month and upon termination of this Agreement. Interest on each Term Loan and each Incremental Term Loans shall be payable in arrears on the day on which the scheduled principal payments are required to be made under the applicable Term Note for interest accrued since the immediately preceding payment date and upon termination of this Agreement.

(ii) Effective upon the occurrence of any Event of Default and for so long as any Event of Default shall be continuing, the Interest Rate shall automatically be increased to the Default Rate, and all outstanding Obligations shall continue to accrue interest from the date of such Event of Default at the Default Rate applicable to such Obligations.

(iii) Notwithstanding the foregoing, in no event shall the aggregate interest exceed the maximum rate permitted under any applicable law or regulation, as in effect from time to time (the "Maximum Legal Rate") and if any provision of this Agreement or Loan Document is in contravention of any such law or regulation, interest payable under this Agreement and each Loan Document shall be computed on the basis of the Maximum Legal Rate (so that such interest will not exceed the Maximum Legal Rate) and once the amount of interest payable hereunder or under the Loan Documents is less than the Maximum Legal Rate, the amount of interest payable hereunder or any Loan Document shall not be reduced below the amount computed based upon the Maximum Legal Rate until the aggregate amount of interest paid equals the amount of interest which would have been payable if the Maximum Legal Rate had not been imposed.

(b) Borrowers shall pay principal, interest and all other amounts payable hereunder, or under any Loan Document, without any deduction whatsoever, including any deduction for any set-off or counterclaim.

(c) Fees.

(i) [Intentionally omitted.]

(ii) Upfront Fee. On the Effective Date, Borrowers shall pay Agent for the benefit of each Lender having a Term Loan Commitment, an upfront fee in the aggregate amount of \$91,250.

## 6. CONDITIONS PRECEDENT

6.1 Conditions Precedent to the Effective Date. The Effective Date shall be subject to the fulfillment (to the satisfaction of Agent) of each of the conditions precedent set forth on Schedule I.

6.2 Conditions Precedent to each Loan. Each of the Loans to be made by Lenders on or after the Effective Date shall be subject to the fulfillment (to the satisfaction of Agent) of each of the following conditions as of the date of each Loan:

- (a) Agent shall have received a request for such Loan in form and in substance satisfactory to Agent;
- (b) the representations and warranties set forth in this Agreement and in the other Loan Documents, shall be true and correct in all material respects on and as of the date of such Loan with the same effect as though made on and as of such date, except to the extent that any such representation or warranty is expressly stated to relate to a specific earlier date, in which case, such representation and warranty shall be true and correct as of such earlier date;
- (c) no Default or Event of Default shall have occurred and be continuing at the time of and after giving effect to such Loan;
- (d) Agent shall have received all fees due and payable on or prior to such date; and
- (e) all legal matters incident to such Loan shall be reasonably satisfactory to Agent and its counsel, including agreements relating to the Trademark Licenses.

## 7. REPRESENTATIONS, WARRANTIES AND COVENANTS

To induce Agent and Lenders to enter into this Agreement and to make the Loans, each Credit Party represents and warrants (each of which representations and warranties shall survive the execution and delivery of this Agreement), and promises to and agrees with Agent and Lenders until the Termination Date as follows:

7.1 Corporate Existence; Compliance with Law. Each Credit Party: (a) is, as of the Effective Date, and will continue to be (i) a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, (ii) duly qualified to do business and in good standing in each other jurisdiction where its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect, and (iii) in compliance with all Requirements of Law and Contractual Obligations, except to the extent failure to comply therewith could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (b) has and will continue to have (i) the requisite power and authority and the legal right to execute, deliver and perform its obligations under the Loan Documents to which it is a party, and to own, pledge, mortgage or otherwise encumber and operate its properties, to lease the property it operates under lease, and to conduct its business as now, heretofore or proposed to be conducted, and (ii) all licenses, permits, franchises, rights, powers, consents or approvals from or by all Persons or Governmental Authorities having jurisdiction over such Credit Party which are necessary or appropriate for the conduct of its business.

7.2 Names; Organizational Information; Collateral Locations. Disclosure Schedule 7.2 sets forth as of the Effective Date, each Credit Party's name as it appears in official filing in the state of its incorporation or other organization, the type of entity of each Credit Party, the state of each Credit Party's incorporation or organization and organizational identification number issued by each Credit Party's state of incorporation or organization or a statement that no such number has been issued. The location of each Credit Party's chief executive office, corporate offices, warehouses, other locations of Collateral and locations where records with respect to Collateral are kept as of the Effective Date (including in each case the county of such locations) are as set forth in Disclosure Schedule 7.2 and, except as set forth in such Disclosure Schedule, such locations have not changed during the preceding twelve months. With respect to each of the premises identified in Disclosure Schedule 7.2 on or prior to the Effective Date a bailee, landlord or mortgagee agreement acceptable to Agent has been obtained. As of the Effective Date, during the prior five years, except as set forth in Disclosure Schedule 7.2, no Credit Party shall have been known as or conducted business in any other name (including trade names).

7.3 Power; Authorization; Enforceable Obligations. The execution, delivery and performance by each Credit Party of the Loan Documents to which it is a party, and the creation of all Liens provided for herein and therein: (a) are and will continue to be within such Credit Party's power and authority; (b) have been and will continue to be duly authorized by all necessary or proper action; (c) are not and will not be in violation of any Requirement of Law or Contractual Obligation of such Credit Party; (d) do not and will not result in the creation or imposition of any Lien (other than Permitted Liens) upon any of the Collateral; and (e) do not and will not require the consent or approval of any Governmental Authority or any other Person, except for such consents and approvals which have been obtained and are in full force and effect as of the Effective Date. As of the Effective Date, each Loan Document shall have been duly executed and delivered on behalf of each Credit Party, and each such Loan Document upon such execution and delivery shall be and will continue to be a legal, valid and binding obligation of each Credit Party, enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

7.4 Financial Statements; Books and Records.

(a) The Financial Statements delivered by Initial Borrower to Agent and each Lender for its most recently ended Fiscal Year and Fiscal Quarter, are true, correct and complete and reflect fairly and accurately the financial condition of Initial Borrower on a consolidated and consolidating basis as of the date of each such Financial Statement in accordance with GAAP.

(b) Each Credit Party shall keep adequate Books and Records with respect to the Collateral and its business activities in which proper entries, reflecting all financial transactions, and payments and credits received on, and all other dealings with, the Collateral, will be made in accordance with GAAP and all Requirements of Law and on a basis consistent with the Financial Statements.

7.5 Material Adverse Change. Between the date of each Credit Party's most recent Financial Statements delivered to Agent and each Lender and the Effective Date: (a) no Credit Party has incurred any obligations, contingent or non-contingent liabilities, or liabilities for Charges, long-term leases or unusual forward or long-term commitments which could, alone or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (b) no events have occurred which alone or in the aggregate has had or could reasonably be expected to have a Material Adverse Effect. No Requirement of Law or Contractual Obligation of any Credit Party has or have had or could reasonably be expected to have a Material Adverse Effect. No Credit Party is in default, and to each Credit Party's knowledge no third party is in default, under or with respect to any of its Contractual Obligations, which alone or in the aggregate has had or could reasonably be expected to have a Material Adverse Effect.

7.6 Real Estate; Property. The real estate listed in Disclosure Schedule 7.6 constitutes all of the real property owned, leased, or used by each Credit Party in its business (the "Real Property") as of the Effective Date, and no Credit Party will execute any material agreement or contract in respect of such real estate (other than renewals of leases with respect thereto) after the date of this Agreement without giving Agent prompt prior written notice thereof. Each Credit Party holds and will continue to hold good and marketable fee simple title to all of its owned real estate, and good and marketable title to all of its other properties and assets, and valid and insurable leasehold interests in all of its leases (both as lessor and lessee, sublessee or assignee), and none of the properties and assets of any Credit Party are or will be subject to any Liens, except Permitted Liens.

7.7 Ventures, Subsidiaries and Affiliates; Outstanding Equity Interests and Indebtedness. Except as set forth in Disclosure Schedule 7.7, as of the Effective Date, no Credit Party has any Subsidiaries, is engaged in any joint venture or partnership with any other Person, or is an Affiliate of any other Person. All of the issued and outstanding Equity Interests of each Credit Party (other than Initial Borrower) (including all rights to purchase, options, warrants or similar rights or agreements pursuant to which such Credit Party may be required to issue, sell, repurchase or redeem any of its Equity Interests) as of the Effective Date is owned by each of the Equity Interests Holders (and in the amounts) set forth on Disclosure Schedule 7.7. All outstanding Indebtedness of each Credit Party as of the Effective Date is described in Disclosure Schedule 9(b).

7.8 Government Regulation; Margin Regulations. No Credit Party is subject to or regulated under or any federal or state statute, rule or regulation that restricts or limits any Credit Party's ability to incur Indebtedness, pledge its assets, or to perform its obligations under the Loan Documents. The making of a Loan, the application of the proceeds and repayment thereof, and the consummation of the transactions contemplated by the Loan Documents do not and will not violate the Certificate or Articles of Incorporation and By-laws or other organizational or governing documents of such Credit Party or any Requirement of Law. No Credit Party is engaged, nor will it engage in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin security" as such terms are defined in Regulation U of the Federal Reserve Board as now and hereafter in effect (such securities being referred to herein as "Margin Stock"). No Credit Party owns Margin Stock, and none of the proceeds of any Loan or other extensions of credit under any Loan Document will be used, directly or indirectly, for the purpose of purchasing or carrying any Margin Stock or reducing or retiring any Indebtedness which was originally incurred to purchase or carry any Margin Stock. No Credit Party will take or permit to be taken any action which might cause any Loan Document to violate any regulation of the Federal Reserve Board.

7.9 Taxes; Charges. Except as disclosed on Disclosure Schedule 7.9 all tax returns, reports and statements required by any Governmental Authority to be filed by each Credit Party have, as of the Effective Date, been filed and will, until the Termination Date, be filed with the appropriate Governmental Authority and no tax Lien has been filed against each Credit Party or any of each Credit Party's property. Proper and accurate amounts have been and will be withheld by each Credit Party from its employees for all periods in complete compliance with all Requirements of Law and such withholdings have and will be timely paid to the appropriate Governmental Authorities. Disclosure Schedule 7.9 sets forth as of the Effective Date those taxable years for which each Credit Party's tax returns are currently being audited by the IRS or any other applicable Governmental Authority and any assessments or threatened assessments in connection with such audit, or otherwise currently outstanding. Except as described on Disclosure Schedule 7.9, no Credit Party is as of the Effective Date liable for any Charges: (a) under any agreement (including any tax sharing agreements or agreement extending the period of assessment of any Charges) or (b) to any Credit Party's knowledge, as a transferee. As of the Effective Date, no Credit Party has agreed or been requested to make any adjustment under IRC Section 481(a), by reason of a change in accounting method or otherwise, which could reasonably be expected to have a Material Adverse Effect.

7.10 Payment of Obligations. Each Credit Party will pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all of its Charges and other obligations of whatever nature, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves, in conformity with GAAP, with respect thereto have been provided on the books of such Credit Party and none of the Collateral is or could reasonably be expected to become subject to any Lien or forfeiture or loss as a result of such contest.

7.11 ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other existing ERISA Events, could reasonably be expected to result in a liability of any Credit Party of more than the Minimum Actionable Amount. The present value of all accumulated benefit obligations of any Credit Party under each Plan (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent Financial Statements reflecting such amounts, exceed the fair market value of the assets of such Plan by more than the Minimum Actionable Amount, and the present value of all accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Account Standards No. 87) did not, as of the date of the most recent Financial Statements reflecting such amounts, exceed the fair market value of the assets of such underfunded Plans by more than the Minimum Actionable Amount. No Credit Party has incurred or reasonably expects to incur any Withdrawal Liability in excess of the Minimum Actionable Amount.

7.12 Litigation. No Litigation is pending or, to the knowledge of any Credit Party, threatened by or against any Credit Party or against any Credit Party's properties or revenues (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (b) which could reasonably be expected to have a Material Adverse Effect. Except as set forth on Disclosure Schedule 7.12, as of the Effective Date there is no Litigation pending or threatened against any Credit Party which seeks damages in excess of the Minimum Actionable Amount or injunctive relief or alleges criminal misconduct of any Credit Party. Each Credit Party shall notify Agent in writing within five (5) Business Days of learning of the existence, threat or commencement of any Litigation against any Credit Party or any Plan or any allegation of criminal misconduct against any Credit Party.

7.13 Intellectual Property. As of the Effective Date, all material Intellectual Property owned or used by each Credit Party is listed, together with application or registration numbers, where applicable, in Disclosure Schedule 7.13. Each Credit Party is the sole legal and beneficial owner, or is licensed on commercial terms to use, all Intellectual Property necessary to conduct its business as currently conducted except for such Intellectual Property the failure of which to own or license could not reasonably be expected to have a Material Adverse Effect. Each Credit Party will maintain the patenting and registration of all Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or other appropriate Governmental Authority and each Credit Party will promptly patent or register, as the case may be, all new Intellectual Property and notify Agent in writing five (5) Business Days prior to filing any such new patent or registration.

7.14 Full Disclosure. No information contained in any Loan Document, the Financial Statements or any written statement furnished by or on behalf of any Credit Party under any Loan Document, or to induce Agent and Lenders to execute the Loan Documents, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading in light of the circumstances under which they were made.

7.15 Hazardous Materials. Except as set forth on Disclosure Schedule 7.15, as of the Effective Date, (a) no Credit Party is subject to any Environmental Liabilities or, to any Credit Party's knowledge, potential Environmental Liabilities, in excess of the Minimum Actionable Amount in the aggregate, (b) no notice has been received by any Credit Party identifying it as a "potentially responsible party" or requesting information under CERCLA or analogous state statutes, and to the knowledge of any Credit Party, there are no facts, circumstances or conditions that may result in such Credit Party being identified as a "potentially responsible party" under CERCLA or analogous state statutes; and (c) each Credit Party has provided to Agent copies of all existing environmental reports, reviews and audits and all written information pertaining to actual or potential Environmental Liabilities, in each case relating to any Credit Party. Each Credit Party: (i) shall comply in all material respects with all applicable Environmental Laws and environmental permits; (ii) shall notify Agent in writing within seven (7) days if and when it becomes aware of any Release, on, at, in, under, above, to, from or about any of its Real Property; and (iii) shall promptly forward to Agent a copy of any order, notice, permit, application, or any communication or report received by it or any Credit Party in connection with any such Release.

7.16 Insurance. Disclosure Schedule 7.16 lists all insurance of any nature maintained as of the Effective Date for current occurrences by Borrowers, as well as a summary of the terms of such insurance. Each Credit Party shall deliver to Agent certified copies and endorsements to all of its (a) “All Risk” and business interruption insurance policies naming Agent as loss payee, and (b) general liability and other liability policies naming Agent as an additional insured. All policies of insurance on real and personal property will contain an endorsement, in form and substance acceptable to Agent, showing lender loss payable to Agent (Form 438 BFU or equivalent) and extra expense and business interruption endorsements. Such endorsement, or an independent instrument furnished to Agent, will provide that the insurance companies will give Agent at least thirty (30) days prior written notice before any such policy or policies of insurance shall be altered or canceled and that no act or default of any Credit Party or any other Person shall affect the right of Agent or Lenders to recover under such policy or policies of insurance in case of loss or damage.

7.17 Deposit and Disbursement Accounts. Disclosure Schedule 7.17 lists as of the Effective Date all banks and other financial institutions at which each Credit Party, maintains deposits and/or other accounts and correctly identifies the name, address and telephone number of each such depository, the name in which the account is held, a description of the purpose of the account, and the complete account number.

7.18 Accounts. No Credit Party has made, nor will any Credit Party make, any agreement with any Account Debtor for any extension of time for the payment of any Account, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance for prompt or early payment allowed by a Credit Party and such other compromises or settlements in the ordinary course of its business consistent with historical practice of such Credit Party. With respect to the Accounts pledged as collateral pursuant to any Loan Document (a) the amounts shown on all invoices, statements and reports which may be delivered to Agent with respect thereto are actually and absolutely owing to a Credit Party as indicated thereon and are not in any way contingent; (b) no payments have been or shall be made thereon except payments immediately delivered to Agent as required hereunder; and (c) to each Credit Party’s knowledge all Account Debtors have the capacity to contract.

7.19 Conduct of Business. Each Credit Party (a) shall conduct its business substantially as now conducted or as otherwise permitted hereunder, and (b) shall at all times maintain, preserve and protect all of the Collateral and each Credit Party’s other property, used or useful in the conduct of its business and keep the same in good repair, working order and condition and make, or cause to be made, all necessary or appropriate repairs, replacements and improvements thereto consistent with industry practices.

7.20 Material Contracts. No Credit Party is in default in the performance, observance or fulfillment of any of its obligations, covenants or conditions contained in any Material Contract except to the extent that such failure could reasonably be expected to have a Material Adverse Effect.

7.21 Further Assurances. At any time and from time to time, upon the written request of Agent and at the sole expense of Credit Parties, each Credit Party shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Agent may reasonably deem desirable (a) to obtain the full benefits of this Agreement and the other Loan Documents, (b) to protect, preserve and maintain Agent's rights in any Collateral, or (c) to enable Agent and Lenders to exercise all or any of the rights and powers herein granted.

7.22 Use of Proceeds. The proceeds of all Loans made on the Effective Date shall be used to finance the H Heritage Acquisition, fees, costs and expenses incurred in connection with the H Heritage Acquisition and the Loan Documents and the proceeds of all other Loans and Letters of Credit shall be used by Borrowers solely for Permitted Acquisitions, working capital and such other purposes as specifically permitted pursuant to the terms of this Agreement.

7.23 Financing Right of First Offer. If, in connection with an Acquisition where the consideration therefor will be paid other than by cash of Initial Borrower or any direct or indirect Subsidiary of Initial Borrower or by the issuance of Equity Interests of Initial Borrower, each Borrower hereby grants to Lenders a right of first offer to provide such financing. Borrowing Representative shall notify Agent of its request for such financing and submit in writing to Agent, the sources and uses of funds for the proposed transaction, the requested amount of any such proposed financing and, to the extent not in violation of any applicable confidentiality agreement, the supporting financial information and documentation relating to the proposed Acquisition. Lenders shall have the right, but not the obligation, to deliver a term sheet setting forth the terms and conditions upon which Lenders would be willing to provide such financing. Within ten (10) Business Days of receipt by Agent of all such information required by Agent and Lenders in connection with such request, Agent shall either inform Borrowing Representative that Lenders have declined to provide such financing or Agent shall deliver a term sheet setting forth the proposed terms and conditions on which Lenders will seek approval to provide such financing. Upon acceptance in writing of such proposed term sheet by Borrowing Representative, Lenders shall seek credit approval for such financing and inform Borrowing Representative within thirty (30) days of receipt of such accepted term sheet as to whether or not Lenders have received approval with respect thereto. If Lenders have declined to provide such financing or Borrowers have not accepted the proposed term sheet, Borrower may seek Outside Financing to provide such financing.

7.24 Life Insurance. Credit Parties shall maintain each Life Insurance Policy in full force and effect and if any Life Insurance Policy shall be scheduled to terminate within thirty (30) days, such Credit Party shall deliver to Agent a satisfactory renewal thereof. Credit Parties shall pay all premiums on the Life Insurance Policy when due and shall take any other action that impairs the value of the Life Insurance Policy.



7.25 Subsidiaries. Within ten (10) Business Days following the time that any Credit Party forms any direct or indirect Subsidiary (other than an Excluded Subsidiary or a direct or indirect Subsidiary of an Excluded Subsidiary) or acquires any direct or indirect Subsidiary (other than an Excluded Subsidiary or a direct or indirect Subsidiary of an Excluded Subsidiary) after the Effective Date, within ten (10) Business Days of such event (or such later date as permitted by Agent in its sole discretion), Credit Parties shall (a) cause such new Subsidiary to become a Guarantor and to grant Agent a first priority Lien (subject to Permitted Liens) in and to the assets of such newly formed or acquired Subsidiary, (b) provide, or cause the applicable Credit Party to provide, to Agent a pledge agreement and appropriate certificates and powers or financing statements, pledging all of the direct or beneficial ownership Equity Interests owned by such Credit Party in such new Subsidiary in form and substance reasonably satisfactory to Agent; provided that with respect to a Foreign Subsidiary of any Credit Party, such Credit Party shall only be required to pledge sixty five percent (65%) of the outstanding voting Equity Interests held by such Credit Party and (c) provide to Agent all other documentation, including one or more opinions of counsel reasonably satisfactory to Agent, which, in its opinion, is appropriate with respect to the execution and delivery of the applicable documentation referred to above. Nothing contained in this Section 7.25 shall prohibit any Credit Party from forming or acquiring a Subsidiary that will be an Excluded Subsidiary.

7.26 Foreign Assets Control Regulations; Anti-Money Laundering; Anti-Corruption Practices.

(a) Each Credit Party and each Subsidiary of each Credit Party is in compliance in all material respects with all Sanctions. No Credit Party and no Subsidiary of a Credit Party (i) is a Person on the list of the Specially Designated Nationals and Blocked Persons (the "SDN List"), (ii) is a person who is otherwise the target of U.S. economic sanctions laws such that a U.S. person cannot deal or otherwise engage in business transactions with such person, (iii) is a Person organized or resident in a Sanctioned Country, or (iv) to the knowledge of the Credit Parties, is owned or controlled by (including by virtue of such Person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any Person on the SDN List or a government of a Sanctioned Country such that the entry into, or performance under, this Agreement or any other Loan Document would be prohibited by U.S. law.

(b) Each Credit Party and each Subsidiary of each Credit Party is in compliance in all material respects with all laws related to terrorism or money laundering ("Anti-Money Laundering Laws") including: (i) all applicable requirements of the Currency and Foreign Transactions Reporting Act of 1970 (31 U.S.C. 5311 et. seq., (the Bank Secrecy Act)), as amended by Title III of the USA Patriot Act, (ii) the Trading with the Enemy Act, and (iii) Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (66 Fed. Reg. 49079), any other enabling legislation, executive order or regulations issued pursuant or relating thereto. No action, suit or proceeding by or before any court or Governmental Authority with respect to compliance with such Anti-Money Laundering Laws is pending or threatened to the knowledge of each Credit Party and each Subsidiary of each Credit Party.

(c) Each Credit Party and each Subsidiary of each Credit Party is in compliance in all material respects with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA") ("Anti-Corruption Laws"). No Credit Party or any Subsidiary of such Credit Party, nor to the knowledge of such Credit Party, any director, officer, agent, employee, or other person acting on behalf of such Credit Party or such Subsidiary, has taken any action, directly or indirectly, that would result in a violation of applicable Anti-Corruption Laws.

(d) Each Credit Party and each Subsidiary of such Credit Party has instituted and will continue to maintain policies and procedures designed to ensure compliance by such Credit Party, each such Subsidiary and their respective directors, officers, employees and agents with Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws.

(e) As of the Effective Date, the information included in the Beneficial Ownership Certification is true and correct in all material respects.

7.27 H Heritage Purchase Agreement. As of the Effective Date, Initial Borrower has delivered to Agent a complete and correct copy of the H Heritage Purchase Agreement (including all schedules, exhibits, amendments, supplements, modifications, assignments and all other documents delivered pursuant thereto or in connection therewith). No Credit Party and, to the knowledge of the Credit Parties, no other Person party thereto is in default in the performance or compliance with any material provisions thereof. The H Heritage Purchase Agreement complies with, and the H Heritage Acquisition has been consummated in accordance with, all applicable laws. The H Heritage Purchase Agreement is in full force and effect as of the Effective Date and as of the Effective Date has not been terminated, rescinded or withdrawn. All requisite approvals by Governmental Authorities having jurisdiction over any Credit Party or the other Persons party to the H Heritage Purchase Agreement have been obtained, and no such approvals impose any conditions to the consummation by such Credit Party of the transactions contemplated by the H Heritage Purchase Agreement or to the conduct by any Credit Party of its business thereafter. To the best of each Credit Party's knowledge, none of the representations or warranties in the H Heritage Purchase Agreement contain any untrue statement of a material fact or omit any fact necessary to make the statements therein not misleading.

## 8. FINANCIAL REPORTS; FINANCIAL COVENANTS

8.1 Reports and Notices. From the Effective Date until the Termination Date, each Borrowing Representative shall deliver to Agent and each Lender:

(a) within sixty (60) days following the end of each Fiscal Quarter, the Financial Statements for such Fiscal Quarter on a consolidated and consolidating basis, setting forth in each case in comparative form the figures as of the end of and for the corresponding period, in the previous Fiscal Year and accompanied by a Compliance Certificate executed by the Chief Executive Officer, Chief Financial Officer or Director of Borrowing Representative;

(b) within one hundred and twenty (120) days following the close of each Fiscal Year, the Financial Statements for such Fiscal Year on a consolidated basis certified by CohnReznick LLP or another independent certified accounting firm or recognized standing reasonably acceptable to Agent, which shall provide comparisons to the prior Fiscal Year, and shall be accompanied by (i) a statement in reasonable detail showing the calculations used in determining compliance with the financial covenants hereunder, (ii) any management letter that may be issued, (iii) unaudited consolidating Financial Statements for such Fiscal Year on a consolidating basis and (iv) a Compliance Certificate executed by the Chief Executive Officer, Chief Financial Officer or Director of Borrowing Representative;

(c) within sixty (60) days after the close of each calendar quarter a copy of its Quarterly Royalty Collections Report showing actual royalties billed and collected in the period covered thereby and setting forth the GMR for such period;

(d) within one hundred and twenty (120) days following the close of each Fiscal Year, projections of the consolidated and consolidating financial performance of Initial Borrower and the Included Subsidiaries for the forthcoming two (2) Fiscal Years on a year by year basis and for the forthcoming Fiscal Year on a month by month basis;

(e) promptly upon their distribution, copies of all financial statements, reports and proxy statements which Initial Borrower shall have sent to its Equity Interests Holders, promptly after the sending or filing thereof, copies of all regular and periodic reports which Initial Borrower shall file with the London Stock Exchange, the Securities and Exchange Commission or any other securities exchange;

(f) each Borrower will cause each Guarantor to comply with the financial reporting requirements set forth in their respective Guaranties; and

(g) together with each Compliance Certificate, Borrower shall provide Lender with: (i) a calculation of the financial covenants set forth on Schedule II; (ii) detail with respect to the exclusions with respect to changes in operating assets and liabilities as set forth on the cash flow statement of Initial Borrower and the Included Subsidiaries as reported in the calculation of the Fixed Charge Coverage Ratio; and (iii) detail with respect to the tax benefits of redemptions of Equity Interests in such period.

8.2 Financial Covenants. No Borrower shall breach any of the financial covenants set forth in Schedule II.

8.3 Other Reports and Information. Each Credit Party shall advise Agent promptly, in reasonable detail, of: (a) any Lien, other than Permitted Liens, attaching to or asserted against any of the Collateral or any occurrence causing a material loss or decline in value of any Collateral and the estimated (or actual, if available) amount of such loss or decline; (b) any material change in the composition of the Collateral; (c) the occurrence of any Default, Event of Default or other event which has had or could reasonably be expected to have a Material Adverse Effect; and (d) any actual or alleged breaches of any Material Contract or termination or threat to terminate any Material Contract or any amendment to or modification of a Material Contract, in each case which affect in a material respect the amount payable to a Credit Party thereunder or could otherwise reasonably be expected to have a Material Adverse Effect, or the execution of any new Material Contract by any Credit Party. Each Credit Party shall, upon request of Agent, furnish to Agent such other reports and information in connection with the affairs, business, financial condition, operations, prospects or management of such Credit Party or the Collateral as Agent may request, all in reasonable detail.

8.4 Trademarks and License Agreements. Borrower shall provide (i) written notice to Agent immediately upon any occurrence of the termination of any Material Contract and (ii) within forty-five (45) days after the close of each calendar quarter a written report summarizing all material changes to and material defaults under any Material Contract.

8.5 Intentionally Omitted.

8.6 Bank Accounts. Each Credit Party shall maintain its primary deposit accounts and operating accounts at Agent in accordance with the standard account documents of Agent such that at least 80% of the aggregate amount of cash of such Persons are in deposit accounts at Agent.

9. NEGATIVE COVENANTS

Each Credit Party covenants and agrees that from the Effective Date until the Termination Date, such Credit Party shall not, directly or indirectly, by operation of law or otherwise:

(a) consummate an Acquisition or otherwise combine with or make any investment in any Person, except (i) any Subsidiary of a Borrower may dispose of any or all of its assets (upon voluntary liquidation or otherwise) to an Included Subsidiary; (ii) any Credit Party may be merged or consolidated with or into another Credit Party except that if a Borrower is a party to such merger or consolidation, such Borrower shall be the continuing or surviving entity; (iii) a Permitted Acquisition; (iv) an Acquisition consummated by an Excluded Subsidiary provided that such Acquisition is not consummated with the proceeds of a Loan and, to the extent such Acquisition is consummated with Outside Financing, such Borrower has complied with Section 7.23; (v) investments in Excluded Subsidiaries, provided that prior to or after giving effect thereto no Event of Default shall occur or be continuing; and (vi) investments in a Person in which one or more Persons other than any the Credit Parties or their Subsidiaries owns 50% or more of Equity Interests, provided that prior to or after giving effect thereto no Event of Default shall occur or be continuing;

(b) cancel any debt owing to it or create, incur, assume or permit to exist any Indebtedness, except: (i) the Obligations, (ii) Indebtedness existing as of the Effective Date set forth on Disclosure Schedule 9(b), and any refinancings, refundings, renewals or extensions thereof (without any increase in the principal amount thereof and any shortening of the maturity of any principal amount thereof) except that any Credit Party may amend Disclosure Schedule 9(b) to (A) modify the manner, calculations or mechanics by which amounts thereunder are payable in Equity Interests of Initial Borrower and (B) extend the maturity of all or any portion of the Indebtedness evidenced thereby; (iii) deferred taxes, (iv) by endorsement of instruments or items of payment for deposit to the general account of such Credit Party, (v) for Guaranteed Indebtedness incurred for the benefit of a Borrower if the primary obligation is permitted by this Agreement; (vi) additional Indebtedness (including Purchase Money Indebtedness) incurred after the Effective Date in an aggregate outstanding amount for Credit Parties not exceeding the \$750,000; (vii) unsecured indebtedness not to exceed \$500,000 in the aggregate at any time outstanding; (viii) indebtedness under Rate Contracts entered in the ordinary course of business in order to mitigate interest rate, currency or similar risks and not for speculative purposes with respect to the Term Loans;

(c) enter into any lending, borrowing or other commercial transaction with any of its employees, directors or Affiliates (including upstreaming and downstreaming of cash and intercompany loan and advances) other than (i) transactions on terms not materially less favorable than if the transaction had been negotiated in good faith on an arm's length basis with a non-Affiliate, (ii) loans or advances to employees in the ordinary course of business in an aggregate outstanding amount not exceeding the Minimum Actionable Amount and (iii) the allocation by Initial Borrower of general administrative and other corporate expenses of Initial Borrower to any other Credit Party in accordance with Initial Borrower's expense allocation method that is an acceptable methodology with segment reporting;

(d) make any changes in any of its business objectives, purposes, or operations which could reasonably be expected to adversely affect repayment of the Obligations or could reasonably be expected to have a Material Adverse Effect or engage in any business other than that presently engaged in or amend its charter or by-laws or other organizational documents;

(e) create or permit any Lien on any of its properties or assets, except for Permitted Liens and Liens to secure Outside Financing on the Equity Interests held in Excluded Subsidiaries;

(f) sell, transfer, issue, convey, assign or otherwise dispose of any of its assets or properties, including its Accounts or any shares of its Equity Interests or engage in any sale-leaseback, synthetic lease or similar transaction except for (i) dispositions of obsolete, worn out or damaged Equipment not used in any Credit Party's business; (ii) as permitted pursuant to the terms of the Intellectual Property Security Agreement; (iii) the sale of Inventory in the ordinary course of business; (iv) the disposition of other assets having a fair market value not to exceed \$750,000 in the aggregate in any Fiscal Year; (v) any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any property of any Credit Party if such property is Collateral; (vi) non-exclusive licenses of Intellectual Property in the ordinary course of business; (vii) any transfer, conveyance, assignment or other disposition from one Credit Party to another Credit Party.

(g) change its name, state of incorporation or organization, chief executive office, corporate offices, warehouses or other Collateral locations, or location of its records concerning the Collateral, or acquire, lease or use any real estate after the Effective Date without such Credit Party, in each instance, giving thirty (30) days prior written notice thereof to Agent and taking all actions deemed necessary or appropriate by Agent to continuously protect and perfect Agent's Liens upon the Collateral or store or hold any assets of another Person other than advertising contributions, royalty advances and security deposits received by a Credit Party in the ordinary course of business except to the extent Agent has received notice thereof;

(h) make or permit any Restricted Payment other than: (i) any Subsidiary of a Credit Party may make such payments to such Credit Party; (ii) Pass Thru Distributions on a quarterly basis not more than five (5) business days prior to the date on which any quarterly estimated tax payment is payable; provided, however, that, upon determination of the actual tax liability with respect to the taxable income of a Credit Party for any tax year, the next quarterly estimated payment shall be increased or reduced by the difference between the estimated payments made during such tax year and such actual tax liability; (iii) subject to compliance with the Cash Flow Recapture Requirement for such Fiscal Year, Initial Borrower may make distributions from Excess Cash Flow on or after January 1, 2016, in an amount not to exceed fifty percent (50%) of Excess Cash Flow; (iv) dividend payments or distributions in the form of Equity Interests; and (v) as long as no Event of Default has occurred and is continuing or would arise as a result thereof and after giving effect to such payment Initial Borrower has retained funds in amount equal to ten percent (10%) of the Excess Cash Flow for the most recently completed Fiscal Quarter, any Credit Party may redeem Equity Interests from officers, directors and employees of such Credit Party.

10. SECURITY INTEREST

10.1 Grant of Security Interest.

(a) As collateral security for the prompt and complete payment and performance of all of the Obligations, each Credit Party executing this Agreement hereby grants to Agent for the benefit of Secured Parties a security interest in and Lien upon all of its property and assets, whether real or personal, tangible or intangible, and whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all of the following property in which it now has or at any time in the future may acquire any right, title or interest: all Accounts; all Deposit Accounts and all funds on deposit therein; all cash and cash equivalents; all commodity contracts; all investments, Equity Interests and Investment Property; all Inventory; all Equipment; all Goods; all Chattel Paper, all Documents; all Instruments; all Books and Records; all General Intangibles; all Supporting Obligations; all Letter-of-Credit Rights; and to the extent not otherwise included, all Proceeds and products of all and any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing, but excluding in all events Hazardous Waste and the Excluded Equity Interests (all of the foregoing, together with any other collateral pledged to Agent for the benefit of Secured Parties pursuant to any other Loan Document, collectively, the “Collateral”).

(b) Each Credit Party executing this Agreement and Agent agree that this Agreement creates, and is intended to create, valid and continuing Liens upon the Collateral in favor of Agent for the benefit of Secured Parties. Each such Credit Party represents, warrants and promises to Agent and Lenders that: (i) such Credit Party is the sole owner of each item of the Collateral upon which it purports to grant a Lien pursuant to the Loan Documents, and has good and marketable title thereto free and clear of any and all Liens or claims of others, other than Permitted Liens; (ii) the security interests granted pursuant to this Agreement will constitute valid perfected security interests in all of the Collateral in favor of Agent for the benefit of Secured Parties as security for the prompt and complete payment and performance of the Obligations, enforceable in accordance with the terms hereof against any and all creditors of and purchasers from such Credit Party (other than purchasers of Inventory in the ordinary course of business) and such security interests are prior to all other Liens on the Collateral in existence on the date hereof except for Permitted Liens which have priority by operation of law; and (iii) no effective security agreement, financing statement, equivalent security or Lien instrument or continuation statement covering all or any part of the Collateral is or will be on file or of record in any public office, except those relating to Permitted Liens. Each Credit Party executing this Agreement promises to defend the right, title and interest of Agent in and to the Collateral against the claims and demands of all Persons whomsoever (other than with respect to Permitted Liens), and each Credit Party shall take such actions, including (x) the prompt delivery of all negotiable Documents, original Instruments, Chattel Paper and certificated Equity Interests owned by such Credit Party to Agent, (y) notification of Agent’s interest in Collateral at Agent’s request, and (z) the institution of litigation against third parties as shall be prudent in order to protect and preserve such Credit Party’s and Agent’s respective and several interests in the Collateral. Each Credit Party executing this Agreement shall mark its Books and Records pertaining to the Collateral to evidence the Loan Documents and the Liens granted under the Loan Documents. All Chattel Paper shall be marked with the following legend: “This writing and the obligations evidenced or secured hereby are subject to the security interest of Bank Hapoalim B.M., as Agent.”

(c) Each Credit Party executing this Agreement shall take such action reasonably requested by Agent to obtain waivers or subordinations of Liens from landlords and mortgagees, and each Credit Party shall in all instances obtain signed acknowledgments of Agent's Liens from bailees having possession of such Credit Party's Goods that they hold for the benefit of Agent.

(d) Each Credit Party executing this Agreement shall promptly, and in any event within two (2) Business Days after becoming a beneficiary under a letter of credit, notify Agent thereof and thereafter enter into a tri-party agreement with Agent and the issuer and/or confirmation bank with respect to Letter-of-Credit Rights assigning such Letter-of-Credit Rights to Agent and directing all payments thereunder to Agent, all in form and substance reasonably satisfactory to Agent.

(e) Each Credit Party executing this Agreement shall take all steps as Agent may reasonably request to grant Agent control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

(f) Each Credit Party executing this Agreement hereby irrevocably authorizes Agent at any time and from time to time to file in any filing office in any Uniform Commercial UCC jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral (x) as all assets of such Credit Party or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (y) as being of an equal or lesser scope or with greater detail, and (ii) contain any other information required by Part 5 of Article 9 of the UCC or the filing office for acceptance of any financing statement or amendment, including whether each Credit Party is an organization, the type of organization and any organization identification number issued to each Credit Party, and in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Each Credit Party agrees to furnish any such information to Agent promptly upon request. Each Credit Party also ratifies its authorization for Agent to have filed any initial financing statements or amendments thereto if filed prior to the date hereof.

(g) Each Credit Party shall promptly, and in any event within two (2) Business Days after the same is acquired by it, notify Agent of any commercial tort claim (as defined in the UCC) acquired by it and unless otherwise consented by Agent, each Credit Party shall enter into a supplement to this Agreement, granting to Agent for the benefit of Secured Parties a Lien in such commercial tort claim.

10.2 Agent's Rights.

(a) Agent may (i) at any time in Agent's own name or in the name of each Credit Party, communicate with Account Debtors, parties to Contracts, and obligors in respect of Instruments, Chattel Paper or other Collateral to verify to Agent's satisfaction, the existence, amount and terms of any such Accounts, Contracts, Instruments or Chattel Paper or other Collateral, and (ii) following the occurrence of an Event of Default, at any time and without prior notice to any Credit Party notify Account Debtors, parties to Contracts, and obligors in respect of Chattel Paper, Instruments, or other Collateral that the Collateral has been assigned to Agent and that payments shall be made directly to Agent. Upon the request of Agent, each Credit Party shall so notify such Account Debtors, parties to Contracts, and obligors in respect of Instruments, Chattel Paper or other Collateral. Each Credit Party hereby constitutes Agent or Agent's designee such Credit Party's attorney with power to endorse such Credit Party's name upon any notes, acceptance drafts, money orders or other evidences of payment or Collateral.

(b) Each Credit Party shall remain liable under each Contract, Instrument and License to observe and perform all the conditions and obligations to be observed and performed by it thereunder, and neither Agent nor any Lender shall have any obligation or liability whatsoever to any Person under any Contract, Instrument or License (between any Credit Party and any Person other than Agent or any Lender) by reason of or arising out of the execution, delivery or performance of this Agreement, and neither Agent nor any Lender shall be required or obligated in any manner (i) to perform or fulfill any of the obligations of any Credit Party, (ii) to make any payment or inquiry, or (iii) to take any action of any kind to collect, compromise or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times under or pursuant to any Contract, Instrument or License.

10.3 Agent's Appointment as Attorney-in-Fact. On the Effective Date, each Credit Party shall execute and deliver a Power of Attorney in the form attached as Exhibit D. The power of attorney granted pursuant to the Power of Attorney and all powers granted under any Loan Document are powers coupled with an interest and shall be irrevocable until the Termination Date. The powers conferred on Agent under the Power of Attorney are solely to protect Agent's interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Agent agrees, except for the powers granted in clause (h) of the Power of Attorney, not to exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing. Each Credit Party authorizes Agent to file any financing or continuation statement without the signature of Borrowers to the extent permitted by applicable law. NONE OF AGENT OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE RESPONSIBLE TO ANY CREDIT PARTY FOR ANY ACT OR FAILURE TO ACT UNDER ANY POWER OF ATTORNEY OR OTHERWISE, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, OR FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.



10.4 Grant of License to Use Intellectual Property Collateral. In connection with the exercise of Agent's rights and remedies with respect to the Collateral following an acceleration of the Obligations, each Credit Party hereby grants to Agent an irrevocable, non-exclusive license without payment of royalty or other compensation to any Credit Party, but subject to the terms of any agreements relating thereto (including the payment of royalties required thereunder), to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Credit Party, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof; provided, that such license will terminate on the Termination Date and all amounts received by Agent with respect thereto shall be applied to the Obligations.

10.5 Terminations; Amendments Not Authorized. Each Credit Party executing this Agreement acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of Agent and agrees that it will not do so without the prior written consent of Agent, subject to Borrower's rights under Section 9-509(d)(2) of the UCC.

10.6 Inspections. At all times following the occurrence of a Default or an Event of Default and up to one time during each 6-month period, absent the occurrence of a Default or an Event of Default, at a time during normal business hours mutually agreeable to Agent and Borrowing Representative, Agent shall have the right, at the cost and expense of Borrowers, to (a) have access to, visit, inspect, review, evaluate and make physical verification and appraisals of each Credit Party's properties and the Collateral, (b) inspect, examine and copy (or take originals if necessary) and make extracts from such Credit Party's Books and Records, including management letters prepared by independent accountants, and (c) discuss with each Credit Party's principal officers, and independent accountants, each Credit Party's business, assets, liabilities, financial condition, results of operations and business prospects. Each Credit Party will deliver to Agent any instrument necessary for Agent to obtain records from any service bureau maintaining records for such Credit Party.

## 11. TERM

11.1 Term of Agreement. Any obligation of Lenders to make Loans and extend their financial accommodations under this Agreement or any Loan Document shall continue in full force and effect until the expiration of the applicable Term. The termination of the Agreement shall not affect any of Agent's or any Lender's rights hereunder or any Loan Document and the provisions hereof and thereof shall continue to be fully operative until all transactions entered into, rights or interests created and the Obligations have been paid or performed in full. Notwithstanding the foregoing, Agent shall release its security interests at any time upon payment to it of all Obligations if each Credit Party shall have provided Agent with an executed release of any and all claims which Credit Parties may have or thereafter have under this Agreement and/or any Loan Document.

11.2 Termination of Lien. The Liens and rights granted to Agent hereunder and any Loan Documents and the financing statements filed in connection herewith or therewith shall continue in full force and effect, notwithstanding the termination of any obligation to extend financial accommodations under this Agreement or the fact that Borrowers' account may from time to time be temporarily in a zero or credit position, until all of the Obligations have been paid or performed in full after the termination of this Agreement or each Credit Party has furnished Agent with an indemnification satisfactory to Agent with respect thereto. Agent shall not be required to send such termination statements to any Credit Party, or to file them with any filing office, unless and until all obligations to extend financial accommodations under the Loan Documents shall have been terminated in accordance with their terms and all Obligations paid or performed in full.

11.3 Release of Lien. Agent shall release any Lien held by Agent hereunder and under any other Loan Documents and the financing statements filed in connection herewith or therewith against any part of the Collateral is sold or disposed of by any Credit Party if such sale or disposition is permitted by this Agreement or is otherwise consented to by Required Lenders.

## 12. EVENTS OF DEFAULT

12.1 Events of Default. If any one or more of the following events (each, an "Event of Default") shall occur and be continuing:

(a) any Borrower (i) shall fail to pay the principal of any Loan when and as the same shall become due and payable (whether at maturity, by acceleration or otherwise) or (ii) shall fail to pay interest on any Loan, any fees payable hereunder or any other Obligations within three (3) Business Days of when such becomes due and payable; or

(b) any representation or warranty made or deemed made in or in connection with this Agreement or any other Loan Document or as an inducement to enter into this Agreement or any other Loan Document or any representation, warranty, statement or information contained in any report, certificate, financial statement or other instrument or agreement furnished in connection with or pursuant to this Agreement or any other Loan Document shall prove to have been false or misleading in any material respect when made, deemed to be made or furnished; or

(c) (i) any Credit Party shall fail or neglect to perform, keep or observe any of the covenants, promises, agreements, requirements, conditions or other terms or provisions contained in Sections 7.1, 7.3, 7.18, 7.19, 8.2 and 9 of this Agreement; or (ii) any Credit Party shall fail or neglect to perform, keep or observe any of the other covenants, promises, agreements, requirements, conditions or other terms or provisions contained in this Agreement (other than those set forth in the Sections referred to in clause (i) immediately above) or any of the other Loan Documents and such breach is not remediable or, if remediable, continues unremedied for a period of thirty (30) days after the earlier to occur of (x) the date on which any officer of any Credit Party becomes aware of such breach and (y) the date on which Agent shall have notified any Credit Party of such breach; or

(d) this Agreement or any other Loan Document shall not be for any reason, or shall be asserted by any Credit Party not to be, in full force and effect in all material respects in accordance with its terms or the Lien granted or intended to be granted to Agent pursuant to this Agreement or any other Loan Document shall cease to be a valid and perfected Lien having the first priority (or a lesser priority if expressly permitted in this Agreement or another Loan Document); or

(e) any judgment involving an aggregate liability of \$750,000 or more (excluding amounts covered by insurance to the extent the relevant third party insurers have agreed in writing to cover such amounts) shall be rendered against any Credit Party or there shall be any attachment or execution against any of the assets or properties of any Credit Party, and such judgment, attachment or execution remains unpaid, unstayed or undismissed for a period of thirty (30) days from the date of such judgment; or

(f) any Credit Party shall be dissolved or shall generally not pay, or shall be generally unable to pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted or a petition shall be filed by or against any Credit Party seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and , in the case of any such proceeding filed against a Credit Party, such proceeding shall continue undismissed or unstayed for sixty (60) days; or any Credit Party shall take any action to authorize any of the actions set forth above in this clause (f); or

(g) any Credit Party shall (i) fail to pay any principal or interest, regardless of amount, due in respect of Indebtedness exceeding \$500,000 when and as the same shall become due and payable or (ii) fail to observe or perform any other term, covenant, condition or agreement contained in any agreements or instruments evidencing or governing any such Indebtedness if the effect of any failure referred to in this clause (ii) is to cause, or to permit the holder or holders of such indebtedness or a trustee on its or their behalf to cause, such Indebtedness to become due prior to its stated maturity; or

(h) the occurrence of a Change of Control or Change of Management; or

(i) there shall be commenced against any Credit Party any Litigation seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which remains unstayed or undismissed for thirty (30) consecutive days; or any Credit Party shall have concealed, removed or permitted to be concealed or removed, any part of its property with intent to hinder, delay or defraud any of its creditors or made or suffered a transfer of any of its property or the incurring of an obligation which may be fraudulent under any bankruptcy, fraudulent transfer or other similar law; or

(j) the termination of, any amendment or other modification to, or any default under any QVC Agreement, or any other Revenue License but only to the extent such event could reasonably be expected to have a Material Adverse Effect on any Credit Party's business or financial condition and, with respect to any such termination, the applicable Credit Party has not replaced the applicable agreement within sixty (60) days of such termination in the case of any QVC Agreement or within ninety (90) days of such termination in the case of any other such agreement, in each case with a similar agreement which generates revenue at least equivalent to the agreement which was terminated; or

(k) the occurrence of any event with Elizabeth Arden that results in a material adverse effect on the value of the Intellectual Property purchased pursuant to the Asset Purchase Agreement dated as of December 22, 2014 among Initial Borrower, H Licensing and The H Company IP, LLC or the H Heritage Purchase Agreement; or

(l) any Credit Party shall take or participate in any action which would be prohibited under the provisions of any Subordination Agreement or Intercreditor Agreement or make any payment on the Subordinated Debt that any Person was not entitled to receive under the provisions of the applicable Subordination Agreement or Intercreditor Agreement;

then, and in any such event and at any time thereafter, if such or any other Event of Default shall then be continuing, Agent in its sole discretion may, and at the direction of the Required Lenders shall, declare any or all of the Obligations to be due and payable, and the same shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, other than the notices required by this Section 12.1; provided, however, if an Event of Default under paragraph (f) above shall occur and be continuing, then all of the Obligations shall become immediately due and payable without any necessary action or notice by Agent.

## 12.2 Remedies.

(a) In addition to the rights and remedies set forth in Section 12.1, if any Event of Default shall have occurred and be continuing, Agent may, without notice except to the extent required by applicable law, require that all Letter of Credit Obligations be fully cash collateralized pursuant to Schedule IV, or exercise any rights and remedies provided to Agent under the Loan Documents or at law or equity, including all remedies provided under the UCC.

(b) Without limiting the generality of the foregoing, each Credit Party expressly agrees that upon the occurrence of any Event of Default and expiration of the applicable cure period, Agent may take any action necessary to collect, receive, assemble, process, appropriate and realize upon the Collateral, or any part thereof, or appoint a third party to do so and may forthwith sell, lease, assign, give an option or options to purchase or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange at such prices as it may deem best, for cash or on credit or for future delivery. Agent shall have the right upon any such public sale, to the extent permitted by law, to purchase for the benefit of Secured Parties the whole or any part of said Collateral so sold, free of any right of equity of redemption, which right each Credit Party hereby releases. Such sales may be adjourned or continued from time to time with or without notice. Agent shall have the right to conduct such sales on any Credit Party's premises or elsewhere and shall have the right to use any Credit Party's premises without rent or other charge for such sales or other action with respect to the Collateral for such time as Agent deems necessary or advisable.

(c) Upon the occurrence and during the continuance of an Event of Default and expiration of any applicable cure period, and at Agent's request, each Credit Party further agrees to assemble the Collateral and make it available to Agent at places which Agent shall reasonably select, whether at its premises or elsewhere. Agent shall have no obligation to any Credit Party to maintain or preserve the rights of any Credit Party as against third parties with respect to any Collateral while such Collateral is in the possession of Agent. Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of any Collateral and to enforce any of Agent's remedies with respect thereto without prior notice or hearing. To the maximum extent permitted by applicable law, each Credit Party waives all claims, damages, and demands against Agent, its Affiliates, agents, and the officers and employees of any of them arising out of the repossession, retention or sale of any Collateral except such as are determined in a final judgment by a court of competent jurisdiction to have arisen solely out of the gross negligence or willful misconduct of such Person. Each Credit Party agrees that ten (10) days prior notice by Agent to each Credit Party of the time and place of any public sale or of the time after which a private sale may take place is reasonable notification of such matters. Each Credit Party shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent and Lenders are entitled.

(d) Agent's and Lenders' rights and remedies under this Agreement shall be cumulative and nonexclusive of any other rights and remedies which Agent or any Lender may have under any other Loan Document or at law or in equity. Recourse to the Collateral shall not be required. All provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited, to the extent necessary, so that they do not render this Agreement invalid or unenforceable, in whole or in part.

12.3 Waivers. Except as otherwise provided for in this Agreement and to the fullest extent permitted by applicable law, each Credit Party waives: (a) presentment, demand and protest, and notice of presentment, dishonor, intent to accelerate, acceleration, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all Loan Documents, the Notes, Accounts, Contracts, Documents, Instruments, Chattel Paper and guaranties at any time held by Agent or any Lender on which any Credit Party may in any way be liable; (b) all rights to notice and a hearing prior to Agent's taking possession or control of, or to Agent's replevy, attachment or levy upon, any Collateral or any bond or security which might be required by any court prior to allowing Agent to exercise any of its remedies; and (c) the benefit of all valuation, appraisal and exemption laws. Each Credit Party acknowledges that it has been advised by counsel of its choices and decisions with respect to this Agreement, the other Loan Documents and the transactions evidenced hereby and thereby.

12.4 Proceeds. The Proceeds of any sale, disposition or other realization upon any Collateral shall be applied by Agent upon receipt to the Obligations in such order as Agent may deem advisable in its sole discretion (including the cash collateralization of any Letter of Credit Obligations) and after the indefeasible payment and satisfaction in full in cash of all of the Obligations, and after the payment by Agent of any other amount required by any provision of law, including the UCC, the surplus, if any, shall be paid to Borrowers or their representatives or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

13. AGENT

13.1 Appointment and Duties.

(a) Each Lender and each LC Issuer hereby appoints Agent (together with any successor Agent pursuant to Section 13.9) as agent hereunder and authorizes Agent to (i) execute and deliver the Loan Documents and accept delivery thereof on its behalf from any Credit Party, (ii) take such action on its behalf and to exercise all rights, powers and remedies and perform the duties as are expressly delegated to Agent under such Loan Documents and (iii) exercise such powers as are incidental thereto.

(b) Without limiting the generality of clause (a) above, Agent shall have the sole and exclusive right and authority (to the exclusion of Lenders and LC Issuers), and is hereby authorized, to (i) act as the disbursing and collecting agent for Lenders and LC Issuer with respect to all payments and collections arising in connection with the Loan Documents (including in any proceeding described in Section 12.1(f) or any other bankruptcy, insolvency or similar proceeding), and each Person making any payment in connection with any Loan Document to any Secured Party is hereby authorized to make such payment to Agent, (ii) file and prove claims and file other documents necessary or desirable to allow the claims of Secured Parties with respect to any Obligation in any proceeding described in Section 12.1(f) or any other bankruptcy, insolvency or similar proceeding (but not to vote, consent or otherwise act on behalf of such Person), (iii) act as collateral agent for each Secured Party for purposes of the perfection of all Liens created by such agreements and all other purposes stated therein, (iv) manage, supervise and otherwise deal with the Collateral, (v) take such other action as is necessary or desirable to maintain the perfection and priority of the Liens created or purported to be created by the Loan Documents, (vi) except as may be otherwise specified in any Loan Document, exercise all remedies given to Agent and the other Secured Parties with respect to the Collateral, whether under the Loan Documents, applicable Requirements of Law or otherwise and (vii) execute any amendment, consent or waiver under the Loan Documents on behalf of any Lender that has consented in writing to such amendment, consent or waiver; provided, however, that Agent hereby appoints, authorizes and directs each Lender and LC Issuer to act as collateral sub-agent for Agent, Lenders and LC Issuer for purposes of the perfection of Liens with respect to any deposit account maintained by a Credit Party with, and cash and cash equivalents held by, such Lender or LC Issuer, and may further authorize and direct Lenders and LC Issuer to take further actions as collateral sub-agents for purposes of enforcing such Liens or otherwise to transfer the Collateral subject thereto to Agent, and each Lender and LC Issuer hereby agrees to take such further actions to the extent, and only to the extent, so authorized and directed.

(c) Under the Loan Documents, Agent (i) is acting solely on behalf of Secured Parties, with duties that are entirely administrative in nature, notwithstanding the use of the defined term “Agent”, the terms “agent”, “Agent” and “collateral agent” and similar terms in any Loan Document to refer to Agent, which terms are used for title purposes only, (ii) is not assuming any obligation under any Loan Document other than as expressly set forth therein or any role as agent, fiduciary or trustee of or for any Lender, LC Issuer or any other Person and (iii) shall have no implied functions, responsibilities, duties, obligations or other liabilities under any Loan Document, and each Secured Party, by accepting the benefits of the Loan Documents, hereby waives and agrees not to assert any claim against Agent based on the roles, duties and legal relationships expressly disclaimed in clauses (i) through (iii) above.

13.2 Binding Effect. Each Secured Party, by accepting the benefits of the Loan Documents, agrees that (i) any action taken by Agent or Required Lenders (or, if expressly required hereby, a greater proportion of Lenders) in accordance with the provisions of the Loan Documents, (ii) any action taken by Agent in reliance upon the instructions of Required Lenders (or, where so required, such greater proportion) and (iii) the exercise by Agent or Required Lenders (or, where so required, such greater proportion) of the powers set forth herein or therein, together with such other powers as are incidental thereto, shall be authorized and binding upon all of Secured Parties.

13.3 Use of Discretion.

(a) Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that Agent is required to exercise as directed in writing by Required Lenders (or such other number or percentage of Lenders as shall be expressly provided for herein or in the other Loan Documents); provided, that Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose Agent to liability or that is contrary to any Loan Document or applicable Requirement of Law.

(b) Agent shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Credit Party or its Affiliates that is communicated to or obtained by Agent or any of its Affiliates in any capacity.

(c) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Credit Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, Agent in accordance with the Loan Documents for the benefit of all Secured Parties; provided that the foregoing shall not prohibit (i) Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Agent) hereunder and under the other Loan Documents, (ii) LC Issuer from exercising the rights and remedies that inure to its benefit (solely in its capacity as LC Issuer) hereunder and under the other Loan Documents, (iii) any Lender from exercising setoff rights or (iv) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Credit Party under any bankruptcy or other debtor relief law; and provided further that if at any time there is no Person acting as Agent hereunder and under the other Loan Documents, then (A) Required Lenders shall have the rights otherwise ascribed to Agent pursuant to Section 13.1 and (B) in addition to the matters set forth in clauses (ii), (iii) and (iv) of the preceding proviso and subject to Section 13.1, any Lender may, with the consent of Required Lenders, enforce any rights and remedies available to it and as authorized by Required Lenders.

13.4 Delegation of Rights and Duties. Agent may, upon any term or condition it specifies, delegate or exercise any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, any Loan Document by or through any trustee, co-agent, employee, attorney-in-fact and any other Person (including any Secured Party), provided that Agent shall be liable for all acts or failures to act of any such Person to the same extent as Agent would be if Agent performed such action. Any such Person shall benefit from this Article 13 to the extent provided by Agent.

13.5 Reliance and Liability.

(a) Agent may, without incurring any liability hereunder, (i) treat the payee of any Note as its holder until such Note has been assigned in accordance with the terms of this Agreement, (ii) rely on the Register, (iii) consult with any advisors, accountants and other experts (including advisors to, and accountants and experts engaged by, any Credit Party) and (iv) rely and act upon any document and information (including those transmitted by electronic transmission) and any telephone message or conversation, in each case believed by it to be genuine and transmitted, signed or otherwise authenticated by the appropriate parties.

(b) None of Agent and its Related Persons shall be liable for any action taken or omitted to be taken by any of them under or in connection with any Loan Document, and each Secured Party, each Borrower and each other Credit Party hereby waive and shall not assert (and each Borrower shall cause each other Credit Party to waive and agree not to assert) any right, claim or cause of action based thereon, except to the extent of liabilities resulting primarily from the gross negligence or willful misconduct of Agent or, as the case may be, such Related Person (each as determined in a final, non-appealable judgment by a court of competent jurisdiction) in connection with the duties expressly set forth herein. Without limiting the foregoing, Agent:

(i) shall not be responsible or otherwise incur liability for any action or omission taken in reliance upon the instructions of Required Lenders or for the actions or omissions of any of its Related Persons selected with reasonable care (other than employees, officers and directors of Agent, when acting on behalf of Agent);

(ii) shall not be responsible to any Lender, LC Issuer or other Person for the due execution, legality, validity, enforceability, effectiveness, genuineness, sufficiency or value of, or the attachment, perfection or priority of any Lien created or purported to be created under or in connection with, any Loan Document;



(iii) makes no warranty or representation, and shall not be responsible, to any Lender, LC Issuer or other Person for any statement, document, information, representation or warranty made or furnished by or on behalf of any Credit Party or any Related Person of any Credit Party in connection with any Loan Document or any transaction contemplated therein or any other document or information with respect to any Credit Party, whether or not transmitted or (except for documents expressly required under any Loan Document to be transmitted to Lenders) omitted to be transmitted by Agent, including as to completeness, accuracy, scope or adequacy thereof, or for the scope, nature or results of any due diligence performed by Agent in connection with the Loan Documents; and

(iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any provision of any Loan Document, whether any condition set forth in any Loan Document is satisfied or waived, as to the financial condition of any Credit Party or as to the existence or continuation or possible occurrence or continuation of any Default or Event of Default and shall not be deemed to have notice or knowledge of such occurrence or continuation unless it has received a notice from Borrower, any Lender or LC Issuer describing such Default or Event of Default clearly labeled "notice of default" (in which case Agent shall promptly give notice of such receipt to all Lenders);

and, for each of the items set forth in clauses (i) through (iv) above, each Lender, LC Issuer and each Borrower hereby waives and agrees not to assert (and each of Holdings and Borrowers shall cause each other Credit Party to waive and agree not to assert) any right, claim or cause of action it might have against Agent based thereon.

(c) Each Lender and LC Issuer (i) acknowledges that it has performed and will continue to perform its own diligence and has made and will continue to make its own independent investigation of the operations, financial conditions and affairs of the Credit Parties and (ii) agrees that it shall not rely on any audit or other report provided by Agent or its Related Persons (an "Agent Report"). Each Lender and LC Issuer further acknowledges that any Agent Report (i) is provided to Lenders and LC Issuers solely as a courtesy, without consideration, and based upon the understanding that such Lender or LC Issuer will not rely on such Agent Report, (ii) was prepared by Agent or its Related Persons based upon information provided by the Credit Parties solely for Agent's own internal use, (iii) may not be complete and may not reflect all information and findings obtained by Agent or its Related Persons regarding the operations and condition of the Credit Parties. Neither Agent nor any of its Related Persons makes any representations or warranties of any kind with respect to (i) any existing or proposed financing, (ii) the accuracy or completeness of the information contained in any Agent Report or in any related documentation, (iii) the scope or adequacy of Agent's and its Related Persons' due diligence, or the presence or absence of any errors or omissions contained in any Agent Report or in any related documentation, and (iv) any work performed by Agent or Agent's Related Persons in connection with or using any Agent Report or any related documentation.

(d) Neither Agent nor any of its Related Persons shall have any duties or obligations in connection with or as a result of any Lender or LC Issuer receiving a copy of any Agent Report. Without limiting the generality of the forgoing, neither Agent nor any of its Related Persons shall have any responsibility for the accuracy or completeness of any Agent Report, or the appropriateness of any Agent Report for any Lender's or LC Issuer's purposes, and shall have no duty or responsibility to correct or update any Agent Report or disclose to any Lender or LC Issuer any other information not embodied in any Agent Report, including any supplemental information obtained after the date of any Agent Report. Each Lender and LC Issuer releases, and agrees that it will not assert, any claim against Agent or its Related Persons that in any way relates to any Agent Report or arises out of any Lender or LC Issuer having access to any Agent Report or any discussion of its contents, and agrees to indemnify and hold harmless Agent and its Related Persons from all claims, liabilities and expenses relating to a breach by any Lender or LC Issuer arising out of such Lender's or LC Issuer's access to any Agent Report or any discussion of its contents.

13.6 Agent Individually. Agent and its Affiliates may make loans and other extensions of credit to, acquire Stock of, engage in any kind of business with, any Credit Party or Affiliate thereof as though it were not acting as Agent and may receive separate fees and other payments therefor. To the extent Agent or any of its Affiliates makes any Loan or otherwise becomes a Lender hereunder, it shall have and may exercise the same rights and powers hereunder and shall be subject to the same obligations and liabilities as any other Lender and the terms “Lender”, “Revolving Lender”, “Required Lender” and any similar terms shall, except where otherwise expressly provided in any Loan Document, include, without limitation, Agent or such Affiliate, as the case may be, in its individual capacity as Lender, Revolving Lender or as one of Required Lenders respectively.

13.7 Lender Credit Decision. Each Lender and each LC Issuer acknowledges that it shall, independently and without reliance upon Agent, any Lender or LC Issuer or any of their Related Persons or upon any document (including any offering and disclosure materials in connection with the syndication of the Loans) solely or in part because such document was transmitted by Agent or any of its Related Persons, conduct its own independent investigation of the financial condition and affairs of each Credit Party and make and continue to make its own credit decisions in connection with entering into, and taking or not taking any action under, any Loan Document or with respect to any transaction contemplated in any Loan Document, in each case based on such documents and information as it shall deem appropriate. Except for documents expressly required by any Loan Document to be transmitted by Agent to Lenders or LC Issuers, Agent shall not have any duty or responsibility to provide any Lender or LC Issuer with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any Credit Party or any Affiliate of any Credit Party that may come in to the possession of Agent or any of its Related Persons.

13.8 Expenses; Indemnities; Withholding.

(a) Each Lender agrees to reimburse Agent and each of its Related Persons (to the extent not reimbursed by any Credit Party) promptly upon demand, severally and ratably, for any costs and expenses (including fees, charges and disbursements of financial, legal and other advisors and taxes paid in the name of, or on behalf of, any Credit Party) that may be incurred by Agent or any of its Related Persons in connection with the preparation, syndication, execution, delivery, administration, modification, consent, waiver or enforcement of, or the taking of any other action (whether through negotiations, through any work-out, bankruptcy, restructuring or other legal or other proceeding (including, without limitation, preparation for and/or response to any subpoena or request for document production relating thereto) or otherwise) in respect of, or legal advice with respect to its rights or responsibilities under, any Loan Document.

(b) Each Lender further agrees to indemnify Agent and each of its Related Persons (to the extent not reimbursed by any Credit Party), severally and ratably, from and against liabilities (including taxes, interests and penalties imposed for not properly withholding or backup withholding on payments made to or for the account of any Lender) that may be imposed on, incurred by or asserted against Agent or any of its Related Persons in any matter relating to or arising out of, in connection with or as a result of any Loan Document or any other act, event or transaction related, contemplated in or attendant to any such document, or, in each case, any action taken or omitted to be taken by Agent or any of its Related Persons under or with respect to any of the foregoing; provided, however, that no Lender shall be liable to Agent or any of its Related Persons to the extent such liability has resulted primarily from the gross negligence or willful misconduct of Agent or, as the case may be, such Related Person, as determined by a court of competent jurisdiction in a final non-appealable judgment or order.

(c) To the extent required by any applicable law, Agent may withhold from any payment to any Lender under a Loan Document an amount equal to any applicable withholding tax. If the IRS or any other Governmental Authority asserts a claim that Agent did not properly withhold tax from amounts paid to or for the account of any Lender (because the appropriate certification form was not delivered, was not properly executed, or fails to establish an exemption from, or reduction of, withholding tax with respect to a particular type of payment, or because such Lender failed to notify Agent or any other Person of a change in circumstances which rendered the exemption from, or reduction of, withholding tax ineffective, or for any other reason), or Agent reasonably determines that it was required to withhold taxes from a prior payment but failed to do so, such Lender shall promptly indemnify Agent fully for all amounts paid, directly or indirectly, by such Agent as tax or otherwise, including penalties and interest, and together with all expenses incurred by Agent, including legal expenses, allocated internal costs and out-of-pocket expenses. Agent may offset against any payment to any Lender under a Loan Document, any applicable withholding tax that was required to be withheld from any prior payment to such Lender but which was not so withheld, as well as any other amounts for which Agent is entitled to indemnification from such Lender.

### 13.9 Resignation of Agent.

(a) Agent may resign at any time by delivering notice of such resignation to Lenders and Borrowing Representative, effective on the date set forth in such notice or, if no such date is set forth therein, upon the date such notice shall be effective in accordance with the terms of this Section 13.9. If Agent delivers any such notice, Required Lenders shall have the right to appoint a successor Agent. If, after thirty (30) days after the date of retiring Agent's notice of resignation, no successor Agent has been appointed by Required Lenders that has accepted such appointment, then the retiring Agent may, on behalf of Lenders, appoint a successor Agent from among Lenders. Each appointment under this clause (a) shall be subject to the prior consent of the Borrowing Representative, which may not be unreasonably withheld but shall not be required during the continuance of an Event of Default.

(b) Effective immediately upon its resignation, (i) the retiring Agent shall be discharged from its duties and obligations under the Loan Documents, (ii) Lenders shall assume and perform all of the duties of Agent until a successor Agent shall have accepted a valid appointment hereunder, (iii) the retiring Agent and its Related Persons shall no longer have the benefit of any provision of any Loan Document other than with respect to any actions taken or omitted to be taken while such retiring Agent was, or because such Agent had been, validly acting as Agent under the Loan Documents and (iv) the retiring Agent shall take such action as may be reasonably necessary to assign to the successor Agent its rights as Agent under the Loan Documents. Effective immediately upon its acceptance of a valid appointment as Agent, a successor Agent shall succeed to, and become vested with, all the rights, powers, privileges and duties of the retiring Agent under the Loan Documents.

13.10 Release of Collateral or Guarantors. Each Lender and LC Issuer hereby consents to the release and hereby directs Agent to release (or, in the case of Section 13.10(b)(ii) below, release or subordinate) the following:

(a) any Subsidiary of Borrowers from its guaranty of any Obligation if all of the Equity Interests of such Subsidiary owned by any Credit Party are sold or transferred in a transaction permitted under the Loan Documents (including pursuant to a waiver or consent); and

(b) any Lien held by Agent for the benefit of Secured Parties against (i) any Collateral that is sold, transferred, conveyed or otherwise disposed of by a Credit Party in a transaction permitted by the Loan Documents (including pursuant to a waiver or consent), (ii) any property subject to a Lien permitted hereunder and (iii) all of the Collateral and all Credit Parties, upon (A) termination of the Commitments, (B) payment and satisfaction in full of all Loans, all Letter of Credit Obligations and all other Obligations under the Loan Documents that Agent has theretofore been notified in writing by the holder of such Obligation are then due and payable, (C) deposit of cash collateral with respect to all contingent Obligations (or, as an alternative to cash collateral in the case of any Letter of Credit Obligation, receipt by Agent of a back-up letter of credit), in amounts and on terms and conditions and with parties satisfactory to Agent and each indemnitee that is, or may be, owed such Obligations (excluding contingent Obligations (other than Letter of Credit Obligations) as to which no claim has been asserted) and (D) to the extent requested by Agent, receipt by Agent and Secured Parties of liability releases from the Credit Parties each in form and substance acceptable to Agent.

Each Lender and LC Issuer hereby directs Agent, and Agent hereby agrees, upon receipt of notice from the Borrowing Representative, to execute and deliver or file such documents and to perform other actions reasonably necessary to release the guaranties and Liens when and as directed in this Section 13.10.

#### 14. MISCELLANEOUS

14.1 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of Lender, any right, remedy, power or privilege under this Agreement or any other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No notice to or demand on any Credit Party in any case shall, of itself, entitle it to any other or further notice or demand in similar or other circumstances. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

14.2 Amendments and Waivers.

(a) No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent with respect to any departure by any Credit Party therefrom, shall be effective unless the same shall be in writing and signed by Agent, Required Lenders (or by Agent with the consent of Required Lenders), and Credit Parties, and then such waiver shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such waiver, amendment, or consent shall, unless in writing and signed by all Lenders directly affected thereby (or by Agent with the consent of all Lenders directly affected thereby), in addition to Agent and Required Lenders (or by Agent with the consent of Required Lenders) and Borrowers, do any of the following:

- (i) increase or extend the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 12.2);
- (ii) postpone or delay any date fixed for, or reduce or waive, any scheduled installment of principal or any payment of interest, fees or other amounts (other than principal) due to Lenders (or any of them) or LC Issuer hereunder or under any other Loan Document;
- (iii) reduce the principal of, or the rate of interest specified herein or the amount of interest payable in cash specified herein on any Loan, or of any fees or other amounts payable hereunder or under any other Loan Document;
- (iv) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans which shall be required for Lenders or any of them to take any action hereunder;
- (v) amend this Section 14.2 or, subject to Section 14.2(e) below, the definition of Required Lenders or any provision providing for consent or other action by all Lenders; or
- (vi) discharge any Credit Party from its respective payment Obligations under the Loan Documents, or release all or substantially all of the Collateral, except as otherwise may be provided in this Agreement or the other Loan Documents;

it being agreed that all Lenders shall be deemed to be directly affected by an amendment or waiver of the type described in the preceding clauses (iv), (v) and (vi).

(b) No amendment, waiver or consent shall, unless in writing and signed by Agent or LC Issuer, as the case may be, in addition to Required Lenders or all Lenders directly affected thereby, as the case may be (or by Agent with the consent of Required Lenders or all Lenders directly affected thereby, as the case may be), affect the rights or duties of Agent or LC Issuer, as applicable, under this Agreement or any other Loan Document

(c) No amendment or waiver shall, unless signed by Agent and Required Lenders (or by Agent with the consent of Required Lenders): (i) amend or waive compliance with the conditions precedent to the obligations of Lenders to make any Revolving Loan (or of LC Issuer to issue any Letter of Credit); (ii) waive any Default or Event of Default for the purpose of satisfying the conditions precedent to the obligations of Lenders to make any Revolving Loan (or of LC Issuer to issue any Letter of Credit); or (iii) amend or waive this Section 14.2(c).

(d) Notwithstanding anything set forth herein to the contrary, a Non-Funding Lender shall not have any voting or consent rights under or with respect to any Loan Document or constitute a "Lender" (or be, or have its Loans and Commitments, included in the determination of "Required Lenders" or "Lenders directly affected" pursuant to this Section 14.2) for any voting or consent rights under or with respect to any Loan Document, except that a Non-Funding Lender shall be treated as an "Affected Lender" for purposes of Section 14.2(a)(i) and 14.2(a)(iii), solely with respect to an increase in such Non-Funding Lender's Commitments, a reduction of the principal amount owed to such Non-Funding Lender or, unless such Non-Funding Lender is treated the same as the other Lenders holding Loans of the same type, a reduction in the interest rates applicable to the Loans held by such Non-Funding Lender. Moreover, for the purposes of determining Required Lenders and Required Revolving Lenders, the Revolving Loans and Revolving Commitments held by Non-Funding Lenders shall be excluded from the total Loans and Commitments outstanding.

(e) Notwithstanding anything to the contrary contained in this Section 14.2, (i) Borrowers may amend Disclosure Schedules upon notice to Agent and with the consent of Agent, (ii) Agent may amend Schedule III and V and (iii) Agent and Credit Parties may amend or modify this Agreement and any other Loan Document to (A) cure any ambiguity, omission, defect or inconsistency therein, or (B) grant a new Lien for the benefit of Secured Parties, extend an existing Lien over additional property for the benefit of Secured Parties or join additional Persons as Credit Parties.

#### 14.3 Expenses; Indemnity.

(a) Each Credit Party agrees to, jointly and severally, pay or reimburse Agent or each Lender for all costs and expenses (including, without limitation, the reasonable fees and expenses of all counsel, advisors, consultants and auditors) incurred by Agent and each Lender in connection with: (i) the preparation, negotiation, execution, delivery, performance and enforcement of this Agreement and the other Loan Documents, any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated shall be consummated); (ii) the enforcement or protection of Agent's and each Lender's rights in connection with this Agreement and the other Loan Documents or in connection with the Loans; (iii) any advice in connection with the administration of the Loans or the rights under this Agreement or the other Loan Documents; (iv) any litigation, dispute, suit, proceeding or action (whether instituted by or between any combination of Agent, any Lender, any Credit Party or any other Person), and an appeal or review thereof, in any way relating to the Collateral, this Agreement, any other Loan Document, or any action taken or any other agreements to be executed or delivered in connection therewith, whether as a party, witness or otherwise; and (v) any effort (x) to monitor the Loans, (y) to evaluate, observe or assess any Borrower or any other Credit Party or the affairs of such Person, and (z) to verify, protect, evaluate, assess, appraise, collect, sell, liquidate or otherwise dispose of the Collateral. Each Credit Party further agrees, jointly and severally, to indemnify Agent and Lenders from and agrees to hold it harmless against any documentary taxes, assessments or charges made by any governmental authority by reason of the execution and delivery of this Agreement or any of the other Loan Documents.

(b) Each Credit Party agrees, jointly and severally, to indemnify Agent, Lenders, the LC Issuers, their correspondents and each of their respective directors, shareholders, officers, employees and agents (each, an “Indemnified Person”) against, and agrees to hold each Indemnified Person harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, charges and disbursements, incurred by or asserted against any Indemnified Person arising out of, in any way connected with or as a result of (i) the use of any of the proceeds of any Loan, (ii) the transactions financed by the Loans, (iii) this Agreement, any other Loan Document or any other document contemplated hereby or thereby, the performance by the parties hereto or thereto of their respective obligations hereunder and thereunder or the consummation of the transactions contemplated hereby and thereby, or (iv) any claim, litigation, investigation or proceedings relating to any of the foregoing, whether or not any Indemnified Person Indemnity is a party thereto; provided, however, that such indemnity shall not, as to any Indemnified Person, apply to any such losses, claims, damages, liabilities or related expenses to the extent that they result from the gross negligence or willful misconduct of such Indemnified Party.

(c) The provisions of this Section 14.3 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement and the repayment of the Loans. All amounts due under this Section 14.3 shall be payable on written demand therefor.

14.4 Borrowing Agency Provisions. If and to the extent that at any time or from time to time there are multiple Borrowers, then.

(a) Each Borrower acknowledges that, together with each other Borrower, it is part of an affiliated common enterprise in which any loans or other financial accommodations extended to any one Borrower will result in direct and substantial economic benefit to each other Borrower, and each Borrower will likewise benefit from the economies of scale associated with Borrowers, as a group, applying for credit or other financial accommodations on a collective basis.

(b) Each Borrower hereby irrevocably designates Borrowing Representative to be its agent and in such capacity to borrow, sign and endorse notes, and execute and deliver all instruments, documents, writings and further assurances now or hereafter required hereunder, on behalf of such Borrower or Borrowers, and hereby authorizes Agent and Lenders to pay over or credit all loan proceeds hereunder in accordance with the request of Borrowing Representative.

(c) The handling of this credit facility as a co-borrowing facility with a Borrowing Representative in the manner set forth in this Agreement is solely as an accommodation to Borrowers and at their request. Neither Agent nor any Lender shall incur liability to Borrowers as a result thereof. To induce Agent and Lenders to do so and in consideration thereof, each Borrower, jointly and severally, hereby indemnifies Agent and Lenders and holds Agent and Lenders harmless from and against any and all liabilities, expenses, losses, damages and claims of damage or injury asserted against Agent, any Lender or any LC Issuer by any Person arising from or incurred by reason of the handling of the financing arrangements of Borrowers as provided herein, reliance by Agent, any Lender or LC Issuer on any request or instruction from Borrowing Representative or any other action taken by Agent, any Lender or LC Issuer with respect to this Section 14.4 except due to willful misconduct or gross negligence by the indemnified party.

(d) All Obligations shall be joint and several, and each Borrower shall make payment upon the maturity of the Obligations by acceleration or otherwise, and such obligation and liability on the part of each Borrower shall in no way be affected by any extensions, renewals and forbearance granted by Agent, any Lender or LC Issuer to any Borrower, failure of Agent or any Lender to give any Borrower notice of borrowing or any other notice, any failure of Agent or any Lender to pursue or preserve its rights against any Borrower, the release by Agent of any Collateral now or thereafter acquired from any Borrower, and such agreement by each Borrower to pay upon any notice issued pursuant thereto is unconditional and unaffected by prior recourse by Agent, any Lender or LC Issuer to the other Borrowers or any Collateral for such Borrower's Obligations or the lack thereof.

14.5 Guaranty. Each Guarantor hereby, jointly and severally, absolutely and unconditionally guarantees to Secured Parties and its successors and assigns the full and prompt payment (whether at stated maturity, by acceleration or otherwise) and performance of all Obligations owed or hereafter owing to Secured Parties by each Borrower. Each Guarantor agrees that its guaranty obligation hereunder is a continuing guaranty of payment and performance and not of collection, and that its obligations shall be absolute and unconditional, irrespective of, and unaffected by:

(a) the genuineness, validity, regularity, enforceability or any future amendment of, or change in, this Agreement, any other Loan Documents;

(b) the absence of any action to enforce this Agreement (including this Section 14.5) or any other Loan Document or the waiver or consent by any Secured Party with respect to any of the provisions hereof or thereof;

(c) the existence, value or condition of, or failure to perfect its Lien against, any security for the Obligations or any action, or the absence of any action, by any Secured Party in respect thereof (including the release of any such security);

(d) the insolvency of any Credit Party; or

(e) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor,



it being agreed by each Guarantor that its obligations shall not be discharged until the payment and performance, in full, of the Obligations has occurred. Each Guarantor shall be regarded, and shall be in the same position, as principal debtor with respect to the Obligations guaranteed hereunder.

14.6 Waivers. Each Credit Party expressly waives all rights it may have now or in the future under any statute, or at common law, or at law or in equity, or otherwise, to compel Agent or any Lender to marshal assets or to proceed in respect of the Obligations against any other Credit Party, any other party or against any security for the payment and performance of the Obligations before proceeding against, or as a condition to proceeding against, such Credit Party. It is agreed among each Credit Party, Agent and Lenders that the foregoing waivers are of the essence of the transactions contemplated by this Agreement and the other Loan Documents and that, but for the provisions of this Section 14.6 and such waivers, Lenders would decline to enter into this Agreement.

14.7 Benefit of Guaranty. Each Credit Party agrees that the provisions of Section 14.5 are for the benefit of Agent and Lenders and their respective successors, transferees, endorsees and assigns, and nothing herein contained shall impair, as between any other Credit Party and any Secured Party, the obligations of such other Credit Party under this Agreement or the other Loan Documents.

14.8 Subordination of Subrogation. Notwithstanding anything to the contrary in this Agreement or in any other Loan Documents, each Credit Party hereby expressly and irrevocably subordinates to payment of the Obligations any and all rights at law or in equity to subrogation, reimbursement, exoneration, contribution, indemnification or set off and any and all defenses available to a surety, guarantor or accommodation co-obligor until the Obligations are indefeasibly paid in full in cash. Each Credit Party acknowledges and agrees that this waiver is intended to benefit Agent and Lenders and shall not limit or otherwise affect such Credit Party's liability hereunder or the enforceability of Section 14.5.

14.9 Election of Remedies. If Agent or any Lender may, under applicable law, proceed to realize its benefits under this Agreement or any other Loan Document giving Agent a Lien upon any Collateral, whether owned by any Borrower or by any other Person, either by judicial foreclosure or by non-judicial sale or enforcement, Agent and Lenders may, at its sole option, determine which of its remedies or rights it may pursue without affecting any of its rights and remedies under Section 14.5. If, in the exercise of any of its rights and remedies, any Secured Party shall forfeit any of its rights or remedies, including its right to enter a deficiency judgment against any Credit Party or any other Person, whether because of any applicable laws pertaining to "election of remedies" or the like, each Credit Party hereby consents to such action by Agent and Lenders and waives any claim based upon such action, even if such action by Agent or any Lender shall result in a full or partial loss of any rights of subrogation which such Credit Party might otherwise have had but for such action by Agent or any Lender. Any election of remedies that results in the denial or impairment of the right of Agent or any Lender to seek a deficiency judgment against any Credit Party shall not impair any other Credit Party's obligation to pay the full amount of the Obligations. In the event Agent or any Lender shall bid at any foreclosure or trustee's sale or at any private sale permitted by law, this Agreement or any other Loan Document, Agent or such Lender may bid all or less than the amount of the Obligations and the amount of such bid need not be paid by Agent or such Lender but may be credited against the Obligations. The difference between such bid amount and the remaining balance of the Obligations shall be conclusively deemed to be the amount of the Obligations guaranteed under Section 14.5 notwithstanding that any present or future law or court decision or ruling may have the effect of reducing the amount of any deficiency claim to which Agent or any Lender might otherwise be entitled but for such bidding at any such sale.

14.10 Liability Cumulative. The liability of Credit Parties under Section 14.5 is in addition to and shall be cumulative with all liabilities of each Credit Party to Secured Parties under this Agreement and the other Loan Documents or in respect of any Obligations or obligation of the other Credit Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

14.11 Waiver of Subrogation. Each Borrower expressly waives any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution of any other claim which such Borrower may now or hereafter have against the other Borrowers or other Person directly or contingently liable for the Obligations hereunder, or against or with respect to the other Borrowers' property (including, without limitation, any property which is Collateral for the Obligations), arising from the existence or performance of this Agreement, until termination of this Agreement and repayment in full of the Obligations.

14.12 Assignments and Participations; Binding Effect.

(a) Binding Effect. This Agreement shall become effective when it shall have been executed by each Borrower, the other Credit Parties signatory hereto and Agent and when Agent shall have been notified by each Lender that such Lender has executed it. Thereafter, it shall be binding upon and inure to the benefit of, but only to the benefit of, each Borrower, the other Credit Parties hereto, Agent, each Lender and each LC Issuer receiving the benefits of the Loan Documents and each other Secured Party and, in each case, their respective successors and permitted assigns. Except as expressly provided in any Loan Document none of any Borrower, any other Credit Party, any LC Issuer or Agent shall have the right to assign any rights or obligations hereunder or any interest herein.

(b) Right to Assign. Each Lender may sell, transfer, negotiate or assign (each, an "Assignment") all or a portion of its rights and obligations hereunder (including all or a portion of its Commitments and its rights and obligations with respect to Loans and Letters of Credit) to (i) any existing Lender (other than a Non-Funding Lender or Impacted Lender), (ii) any Affiliate or Approved Fund of any existing Lender (other than a Non-Funding Lender or Impacted Lender) or (iii) any other Person acceptable (which acceptance shall not be unreasonably withheld or delayed) to Agent and as long as no Event of Default is continuing, Borrowers (which acceptances shall be deemed to have been given unless an objection is delivered to Agent within five (5) Business Days after notice of a proposed Assignment is delivered to Borrowing Representative); provided, however, that (w) for each Loan, the aggregate outstanding principal amount (determined as of the effective date of the applicable Assignment) of the Loans, Commitments and Letter of Credit Obligations subject to any such Assignment shall be in a minimum amount of \$5,000,000, unless such Assignment is made to an existing Lender or an Affiliate or Approved Fund of any existing Lender, is of the assignor's (together with its Affiliates and Approved Funds) entire interest in such facility or is made with the prior consent of Borrowers (to the extent required) and Agent, (x) such Assignment shall be effective only upon the acknowledgement in writing of such sale by Agent, (y) interest accrued prior to and through the date of any such Assignment may not be assigned, and (z) such Assignment by Lenders who are Non-Funding Lenders due to clause (a) of the definition of Non-Funding Lender shall be subject to Agent's prior written consent in all instances, unless in connection with such Assignment, such Non-Funding Lender cures, or causes the cure of, its Non-Funding Lender status. Agent's refusal to accept a sale to a Credit Party, an Affiliate of a Credit Party, a holder of Subordinated Debt or an Affiliate of such a holder, or to any Person that would be a Non-Funding Lender or an Impacted Lender, or the imposition of conditions or limitations (including limitations on voting) upon sales to such Persons, shall not be deemed to be unreasonable.

(c) Procedure. The parties to each sale made in reliance on clause (b) above (other than those described in clause (e) or (f) below) shall execute and deliver to Agent an Assignment Agreement evidencing such sale, together with any existing Note subject to such sale (or any affidavit of loss therefor acceptable to Agent), any tax forms required to be delivered pursuant to this Agreement and payment of an assignment fee in the amount of \$3,500 to Agent, unless waived or reduced by Agent; provided, that (i) if a sale by a Lender is made to an Affiliate or an Approved Fund of such assigning Lender, then no assignment fee shall be due in connection with such sale, and (ii) if a sale by a Lender is made to an assignee that is not an Affiliate or Approved Fund of such assignor Lender, and concurrently to one or more Affiliates or Approved Funds of such Assignee, then only one assignment fee of \$3,500 shall be due in connection with such sale (unless waived or reduced by Agent). Upon receipt of all the foregoing, and conditioned upon such receipt and, if such assignment is made in accordance with clause (iii) of Section 14.12(b), upon Agent (and Borrowers, if applicable) consenting to such Assignment, from and after the effective date specified in such Assignment, Agent shall record or cause to be recorded in the Register the information contained in such Assignment Agreement.

(d) Effectiveness. Subject to the recording of an Assignment by Agent in the Register, (i) the assignee thereunder shall become a party hereto and, to the extent that rights and obligations under the Loan Documents have been assigned to such assignee pursuant to such Assignment Agreement, shall have the rights and obligations of a Lender, (ii) any applicable Note shall be transferred to such assignee through such entry and (iii) the assignor thereunder shall, to the extent that rights and obligations under this Agreement have been assigned by it pursuant to such Assignment Agreement, relinquish its rights (except for those surviving the termination of the Commitments and the payment in full of the Obligations) and be released from its obligations under the Loan Documents, other than those relating to events or circumstances occurring prior to such assignment (and, in the case of an Assignment Agreement covering all or the remaining portion of an assigning Lender's rights and obligations under the Loan Documents, such Lender shall cease to be a party hereto).

(e) Grant of Security Interests. In addition to the other rights provided in this Section 14.12, each Lender may grant a security interest in, or otherwise assign as collateral, any of its rights under this Agreement, whether now owned or hereafter acquired (including rights to payments of principal or interest on the Loans), to (A) any federal reserve bank (pursuant to Regulation A of the Federal Reserve Board), without notice to Agent or (B) any holder of, or trustee for the benefit of the holders of, such Lender's indebtedness or equity securities, by notice to Agent; provided, however, that no such holder or trustee, whether because of such grant or assignment or any foreclosure thereon (unless such foreclosure is made through an assignment in accordance with clause (b) above), shall be entitled to any rights of such Lender hereunder and no such Lender shall be relieved of any of its obligations hereunder.

(f) Participants and SPVs. In addition to the other rights provided in this Section 14.12, each Lender may, (x) with notice to Agent, grant to an SPV the option to make all or any part of any Loan that such Lender would otherwise be required to make hereunder (and the exercise of such option by such SPV and the making of Loans pursuant thereto shall satisfy the obligation of such Lender to make such Loans hereunder) and such SPV may assign to such Lender the right to receive payment with respect to any Obligation and (y) without notice to or consent from Agent or any Borrower, sell participations to one or more Persons in or to all or a portion of its rights and obligations under the Loan Documents (including all its rights and obligations with respect to the Revolving Loan and Letters of Credit); provided, however, that, whether as a result of any term of any Loan Document or of such grant or participation, (i) no such SPV or participant shall have a commitment, or be deemed to have made an offer to commit, to make Loans hereunder, and, except as provided in the applicable option agreement, none shall be liable for any obligation of such Lender hereunder, (ii) such Lender's rights and obligations, and the rights and obligations of the Credit Parties and Secured Parties towards such Lender, under any Loan Document shall remain unchanged and each other party hereto shall continue to deal solely with such Lender, which shall remain the holder of the Obligations in the Register, except that (A) each such participant and SPV shall be entitled to the benefit of Sections 3.9 and 3.10, but, with respect to Section 3.9, only to the extent such participant or SPV delivers the tax forms required pursuant to Section 3.9(f) as if it were a Lender and then only to the extent of any amount to which such Lender would be entitled in the absence of any such grant or participation and (B) each such SPV may receive other payments that would otherwise be made to such Lender with respect to Loans funded by such SPV to the extent provided in a notice provided to Agent by such SPV and such Lender, provided, however, that in no case (including pursuant to clause (A) or (B) above) shall an SPV or participant have the right to enforce any of the terms of any Loan Document, and (iii) the consent of such SPV or participant shall not be required (either directly, as a restraint on such Lender's ability to consent hereunder or otherwise) for any amendments, waivers or consents with respect to any Loan Document or to exercise or refrain from exercising any powers or rights such Lender may have under or in respect of the Loan Documents (including the right to enforce or direct enforcement of the Obligations), except for those described in clauses (ii) and (iii) of Section 14.2(a) with respect to amounts, or dates fixed for payment of amounts, to which such participant or SPV would otherwise be entitled and, in the case of participants, except for those described in clause (v) of Section 14.2(a). No party hereto shall institute (and Borrowers shall cause each other Credit Party not to institute) against any SPV grantee of an option pursuant to this clause (f) any bankruptcy, reorganization, insolvency, liquidation or similar proceeding, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper of such SPV; provided, however, that each Lender having designated an SPV as such agrees to indemnify each Indemnified Person against any liability that may be incurred by, or asserted against, such Indemnified Person as a result of failing to institute such proceeding (including a failure to be reimbursed by such SPV for any such liability). The agreement in the preceding sentence shall survive the termination of the Commitments and the payment in full of the Obligations.

(g) A Lender that makes a grant to an SPV or sells a participation pursuant to Section 14.12(f) shall, acting solely as a non-fiduciary agent of Borrowers and the other Credit Parties, maintain a register similar to the Register (the “Participant Register”) on which it enters the name and address of each participant or SPV and the principal amounts (and stated interest) of each participant’s or SPV’s interest in the Loans or other Obligations under the Loan Documents. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such interest for all purposes of this Agreement notwithstanding any notice to the contrary. For avoidance of doubt, the Agent (in its capacity as Agent) shall have no responsibility for maintaining a Participant Register.

14.13 Set-off; Sharing of Payments.

(a) Right of Setoff. Each of Agent, each Lender, each LC Issuer and each Affiliate (including each branch office thereof) of any of them is hereby authorized, without notice or demand (each of which is hereby waived by each Credit Party), at any time and from time to time during the continuance of any Event of Default and to the fullest extent permitted by applicable Requirements of Law, to set off and apply any and all deposits (whether general or special, time or demand, provisional or final) at any time held and other indebtedness, claims or other obligations at any time owing by Agent, such Lender, such LC Issuer or any of their respective Affiliates to or for the credit or the account of Borrowers or any other Credit Party against any Obligation of any Credit Party now or hereafter existing, whether or not any demand was made under any Loan Document with respect to such Obligation and even though such Obligation may be unmatured. No Lender or LC Issuer shall exercise any such right of setoff without the prior consent of Agent or Required Lenders. Each of Agent, each Lender and each LC Issuer agrees promptly to notify Borrowing Representative and Agent after any such setoff and application made by such Lender or its Affiliates; provided, however, that the failure to give such notice shall not affect the validity of such setoff and application. The rights under this Section 14.13 are in addition to any other rights and remedies (including other rights of setoff) that Agent, Lenders, LC Issuer, their Affiliates and the other Secured Parties, may have.

(b) Sharing of Payments, Etc. If any Lender, Agent or LC Issuer directly or through an Affiliate or branch office thereof, obtains any payment of any Obligation of any Credit Party (whether voluntary, involuntary or through the exercise of any right of setoff or the receipt of any Collateral or Proceeds) and such payment exceeds the amount Agent, such Lender or LC Issuer would have been entitled to receive if all payments had gone to, and been distributed by, Agent in accordance with the provisions of the Loan Documents, Agent, such Lender or LC Issuer shall purchase for cash from other Lenders such participations in their Obligations as necessary for such Lender to share such excess payment with such Lenders to ensure such payment is applied as though it had been received by Agent and applied in accordance with this Agreement (or, if such application would then be at the discretion of Borrowers, applied to repay the Obligations in accordance herewith); provided, however, that (i) if such payment is rescinded or otherwise recovered from such Lender, Agent or LC Issuer in whole or in part, such purchase shall be rescinded and the purchase price therefor shall be returned to such Lender, Agent or LC Issuer without interest and (ii) such Lender, Agent or LC Issuer shall, to the fullest extent permitted by applicable Requirements of Law, be able to exercise all its rights of payment (including the right of setoff) with respect to such participation as fully as if such Lender, Agent or LC Issuer were the direct creditor of the applicable Credit Party in the amount of such participation. If a Non-Funding Lender receives any such payment as described in the previous sentence, such Lender shall turn over such payments to Agent in an amount that would satisfy the cash collateral requirements set forth in this Agreement.

14.14 Replacement of Lender. Within forty-five (45) days after: any failure by any Lender to consent to a requested amendment, waiver or modification to any Loan Document in which Required Lenders have already consented to such amendment, waiver or modification but the consent of each Lender (or each Lender directly affected thereby, as applicable) is required with respect thereto, Borrowers may, at its option, notify Agent and such Affected Lender (or such non-consenting Lender) of Borrowers' intention to obtain, at Borrowers' expense, a replacement Lender ("Replacement Lender") for such Affected Lender (or such non-consenting Lender), which Replacement Lender shall be reasonably satisfactory to Agent. In the event Borrowers obtain a Replacement Lender within forty-five (45) days following notice of its intention to do so, the Affected Lender (or such non-consenting Lender) shall sell and assign its Loans and Commitments to such Replacement Lender, at par, provided that Borrowers have reimbursed such Affected Lender for any increased costs for which it is entitled to reimbursement under this Agreement through the date of such sale and assignment. In the event that a replaced Lender does not execute an Assignment within five (5) Business Days after receipt by such replaced Lender of notice of replacement pursuant to this Section 14.14 and presentation to such replaced Lender of an Assignment evidencing an assignment pursuant to this Section 14.14, Borrowers shall be entitled (but not obligated) to execute such an Assignment on behalf of such replaced Lender, and any such Assignment so executed by Borrowers, the Replacement Lender and Agent, shall be effective for purposes of this Section 14.14 and Section 14.12. Notwithstanding the foregoing, with respect to a Lender that is a Non-Funding Lender or an Impacted Lender, Agent may, but shall not be obligated to, obtain a Replacement Lender and execute an Assignment on behalf of such Non-Funding Lender or Impacted Lender at any time with three (3) Business Days' prior notice to such Lender (unless notice is not practicable under the circumstances) and cause such Lender's Loans and Commitments to be sold and assigned, in whole or in part, at par. Upon any such assignment and payment, such replaced Lender shall no longer constitute a "Lender" for purposes hereof; provided, any rights of such replaced Lender to indemnification hereunder shall survive.

14.15 Creditor-Debtor Relationship. The relationship between Agent, each Lender and the LC Issuer, on the one hand, and the Credit Parties, on the other hand, is solely that of creditor and debtor. No Secured Party has any fiduciary relationship or duty to any Credit Party arising out of or in connection with, and there is no agency, tenancy or joint venture relationship between Secured Parties and Credit Parties by virtue of, any Loan Document or any transaction contemplated therein.

14.16 Actions in Concert. Notwithstanding anything contained herein to the contrary, each Lender hereby agrees with each other Lender that no Lender shall take any action to protect or enforce its rights against any Credit Party arising out of this Agreement or any other Loan Document (including exercising any rights of setoff) without first obtaining the prior written consent of Agent or Required Lenders, it being the intent of Lenders that any such action to protect or enforce rights under this Agreement and the other Loan Documents shall be taken in concert and at the direction or with the consent of Agent or Required Lenders.

14.17 Descriptive Headings. The descriptive headings of the various provisions of this Agreement are inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

14.18 Notices. Except as otherwise provided herein, whenever any notice, demand, request or other communication shall or may be given to or served upon any party by any other party, or whenever any party desires to give or serve upon any other party any communication with respect to this Agreement, each such communication shall be in writing and shall be deemed to have been validly served, given or delivered (a) upon the earlier of actual receipt and three (3) days after deposit in the United States Mail, registered or certified mail, return receipt requested, with proper postage prepaid, (b) upon transmission, when sent by telecopy or other similar facsimile transmission (with such telecopy or facsimile promptly confirmed by delivery of a copy by personal delivery or United States Mail as otherwise provided in this Section 14.18, (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid or (d) when hand-delivered, all of which shall be addressed to the party to be notified and sent to the address or facsimile number indicated in Schedule III or to such other address (or facsimile number) as may be substituted by notice given as herein provided or may be set forth in an Assignment Agreement.

14.19 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14.20 Entire Agreement; Counterparts. This Agreement and the other Loan Documents represent the agreement of Credit Parties, Agent and Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any Borrower, Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents. Nothing in this Agreement or in the other Loan Documents, express or implied, is intended to confer upon any party, other than the parties hereto and thereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

14.21 SUBMISSION TO JURISDICTION. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (a) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT TO WHICH IT IS A PARTY, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; (b) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME; (c) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO IT AT ITS ADDRESS SET FORTH IN SCHEDULE III TO THIS AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH AGENT SHALL HAVE BEEN NOTIFIED PURSUANT TO SECTION 14.19; AND (d) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION.

14.22 WAIVER OF TRIAL BY JURY, CERTAIN DAMAGES AND SETOFFS. IN ANY LEGAL ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY DOCUMENT, INSTRUMENT OR AGREEMENT DELIVERED PURSUANT HERETO OR THERETO, (A) EACH OF EACH CREDIT PARTY, AGENT AND EACH LENDER HEREBY, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUCH LEGAL ACTION OR PROCEEDING, AND (B) EACH OF EACH CREDIT PARTY, AGENT AND EACH LENDER HEREBY, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, ACTUAL DAMAGES. EACH BORROWER AGREES THAT THIS SECTION 14.22 IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND ACKNOWLEDGES THAT LENDERS WOULD NOT EXTEND TO ANY BORROWER ANY LOANS HEREUNDER IF THIS SECTION 14.25 WERE NOT PART OF THIS AGREEMENT.

14.23 GOVERNING LAW. THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE OBLIGATIONS ARISING HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF

14.24 Reinstatement. This Agreement shall continue to be effective, or be reinstated, as the case may be, if at any time payment of all or any part of the Obligations is rescinded or must otherwise be returned or restored by Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Credit Party, or otherwise, all as though such payments had not been made.



14.25 USA PATRIOT Act Notice. Each Lender that is subject to the Patriot Act (as hereinafter defined) and Agent (for itself and not on behalf of any Lender) hereby notifies each Credit Party that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies each Credit Party, which information includes the name and address of each Borrower and other information that will allow such Lender or Agent, as applicable, to identify such Credit Party in accordance with the Patriot Act.

[Signature Page Follows]

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

XCEL BRANDS, INC.

By: \_\_\_\_\_  
Name:  
Title:

IM BRANDS, LLC

By: XCEL BRANDS, INC.,  
Its Manager

By: \_\_\_\_\_  
Name:  
Title:

JR LICENSING, LLC

By: XCEL BRANDS, INC.,  
Its Manager

By: \_\_\_\_\_  
Name:  
Title:

H LICENSING, LLC

By: XCEL BRANDS, INC.,  
Its Manager

By: \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO  
SECOND AMENDED AND RESTATED  
LOAN AND SECURITY AGREEMENT

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C WONDER LICENSING, LLC

By: XCEL BRANDS, INC.,  
Its Manager

By: \_\_\_\_\_  
Name:  
Title:

XCEL DESIGN GROUP, LLC

By: XCEL BRANDS, INC.,  
Its Manager

By: \_\_\_\_\_  
Name:  
Title:

JUDITH RIPKA FINE JEWELRY, LLC

By: XCEL BRANDS, INC.,  
Its Manager

By: \_\_\_\_\_  
Name:  
Title:

H HERITAGE LICENSING, LLC

By: XCEL BRANDS, INC.,  
Its Manager

By: \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO  
SECOND AMENDED AND RESTATED  
LOAN AND SECURITY AGREEMENT

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XCEL-CT MFG, LLC

By: XCEL BRANDS, INC.,  
Its Manager

By: \_\_\_\_\_

Name:

Title:

BANK HAPOALIM B.M.

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

SIGNATURE PAGE TO  
SECOND AMENDED AND RESTATED  
LOAN AND SECURITY AGREEMENT

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## SCHEDULE I

### CONDITIONS PRECEDENT

The following items must be received by Agent in form and substance satisfactory to Agent on or prior to the date of the initial Loan:

1. this Agreement duly executed by each Credit Party;
2. the Term Loan Note A and the Term Loan Note B duly executed by each Borrower;
3. acknowledgement copies of proper financing statements (Form UCC-1) duly filed under the UCC in all jurisdictions as may be necessary or, in the opinion of Agent, desirable to perfect Agent's Lien on the Collateral;
4. certified copies of UCC, tax lien and judgment searches, or other evidence satisfactory to Agent, listing all effective financing statements which name each Credit Party (under present name, any previous name or any trade or doing business name) as debtor and covering all jurisdictions requested by Agent, together with copies of such other financing statements;
5. duly executed Intellectual Property Security Agreement from H Heritage;
6. duly executed Pledge Agreement from Initial Borrower together with the certificates representing the Equity Interests of H Heritage owned by Initial Borrower, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of Initial Borrower;
7. duly executed favorable opinions of counsel to Credit Parties addressing such matters as Agent may reasonably request;
8. evidence of the completion of all other recordings and filings (including UCC-3 termination statements and other Lien release documentation) as may be necessary or, in the opinion of and at the request of Agent, desirable to perfect Agent's Lien on the Collateral and ensure such Collateral is free and clear of other Liens;
9. Powers of Attorney duly executed by each Credit Party;
10. (a) charter and all amendments thereto for H Heritage, (b) good standing certificates for each Credit Party in its state of incorporation and (c) good standing certificates and certificates of qualification to conduct business in each jurisdiction where its ownership or lease of property or the conduct of its business requires such qualification, each dated a recent date prior to the Effective Date and certified by the applicable Secretary of State;

11. a certificate of an officer of each Credit Party together with copies of: (a) H Heritage's operating agreement together with all amendments thereto and (b) resolutions of each Credit Party's Board of Directors Members, Managers and Equity Interests Holders, approving and authorizing the execution, delivery and performance of the Loan Documents to which such Person is a party and the transactions to be consummated in connection therewith, each certified as of the Effective Date by an officer of such Person as being in full force and effect without any modification or amendment;

12. for H Heritage, signature and incumbency certificates of the Persons executing any of the Loan Documents on behalf of H Heritage, certified as of the Effective Date by an officer of the sole member and manager of H Heritage as being true, accurate, correct and complete;

13. all conditions precedent to the consummation of the H Heritage Acquisition will have been satisfied or duly waived with the consent of Agent and the H Heritage Acquisition will have been consummated in accordance with the H Heritage Purchase Agreement;

14. any and all subordination and/or intercreditor agreements as Agent shall have deemed necessary or appropriate with respect to any Indebtedness of any Credit Party;

15. a Beneficial Ownership Certification completed by each Credit Party that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation;

16. the H Heritage Purchase Agreement duly executed by all parties thereto together with all schedules, disclosure schedules and exhibits executed in connection therewith; and

17. such other certificates, documents and agreements respecting any Credit Party as Agent may reasonably request.

## SCHEDULE II

### FINANCIAL COVENANTS

1. Minimum Net Worth. Net Worth of Initial Borrower and the Included Subsidiaries on a consolidated basis shall not be less than \$90,000,000 at the end of each Fiscal Quarter.

2. Minimum Liquid Assets. Liquid Assets of Initial Borrower and the Included Subsidiaries on a consolidated basis shall be at least \$5,000,000 at all times.

3. Fixed Charge Coverage Ratio. The Fixed Charge Ratio of Initial Borrower and the Included Subsidiaries on a consolidated basis for the twelve Fiscal Month period ending at the end of each Fiscal Quarter shall not be less than the ratio set forth below for such fiscal period:

<u>Fiscal Quarter End</u>	<u>Fixed Charge Coverage Ratio</u>
December 31, 2019, March 31, 2020, June 30, 2020, September 30, 2020	1.05 to 1.00
December 31, 2020, March 31, 2021, June 30, 2021, September 30, 2021, December 31, 2021 and thereafter	1.10 to 1.00

4. Capital Expenditures. Capital Expenditures of Initial Borrower and the Included Subsidiaries on a consolidated basis in any Fiscal Year commencing with the Fiscal Year ending December 31, 2018 shall not exceed \$700,000.

5. Maximum Leverage Ratio. The Leverage Ratio of Initial Borrower and the Included Subsidiaries on a consolidated basis for the twelve Fiscal Month period ending at the end of each fiscal period shall not exceed the ratio below at the end of each fiscal period set forth below:

<u>Fiscal Period</u>	<u>Maximum Leverage Ratio</u>
December 31, 2018	2.90 to 1.00
December 31, 2019, March 31, 2020, June 30, 2020 and September 30, 2020	2.40 to 1.00
December 31, 2020, March 31, 2021, June 30, 2021 and September 30, 2021	1.70 to 1.00
December 31, 2021 and each Fiscal Quarter end thereafter	1.50 to 1.00

**SCHEDULE III**

**ADDRESSES FOR NOTICES**

Agent's, LC Issuers and BHI's Address:

Name: Bank Hapoalim B.M.  
Address: 1120 Avenue of the Americas  
New York, New York 10036  
Attention: Lisa Matalon, Vice President  
Telephone: (212) 782-2177  
Facsimile: (212) 782-2345

and

Attention: Mitchell Barnett, Senior Vice President  
Telephone: (212) 782 2064  
Facsimile: (212) 782 2345

Each Credit Party's and Borrowing Representative's Address:

Name: Xcel Brands, Inc.  
Address: 1333 Broadway, 10<sup>th</sup> Floor  
New York, New York 10018  
Attention: James Haran  
Telephone: (347) 532-5891  
Facsimile: (347) 436-9178



## SCHEDULE IV

### GENERAL TERMS FOR LETTERS OF CREDIT

1. LC Issuer may, subject to the terms and conditions hereinafter set forth, incur Letter of Credit Obligations in respect of the issuance of Letters of Credit issued on terms acceptable to LC Issuer and supporting obligations of a Borrower incurred in the ordinary course of such Borrower's business, in order to support the payment of such Borrower's inventory purchase obligations, insurance premiums, or utility or other operating expenses and obligations, as Borrowing Representative, on behalf of such Borrower, shall request by written notice to Agent that is received by Agent not less than five (5) Business Days prior to the requested date of issuance of any such Letter of Credit; provided, that: (a) that the aggregate amount of all Letter of Credit Obligations at any one time outstanding (whether or not then due and payable) shall not exceed an amount to be agreed upon between such Borrower and Agent and (b) no Letter of Credit shall have an expiry date which is later than the Revolving Loan Maturity Date or one year following the date of issuance thereof. The applicable Borrower will enter into an application and agreement for such Letter of Credit with the LC Issuer selected by Agent. The LC Issuer shall be determined by Agent in its sole discretion.

2. The notice to be provided to Agent requesting that Lenders incur Letter of Credit Obligations shall be in the form of a Letter of Credit application in the form customarily employed by the LC Issuer, together with a written request by a Borrower and the LC Issuer that Agent approve such Borrower's application. Approval by Agent in the written form agreed upon between Agent and the LC Issuer (a) will authorize the LC Issuer to issue the requested Letter of Credit and (b) will conclusively establish the existence of the Letter of Credit Obligation as of the date of such approval.

3. Each Letter of Credit shall be subject to the Uniform Commercial Customs and, to the extent not inconsistent therewith, the laws of the State of New York.

4. Each reimbursement by Lenders of a payment by the LC Issuer or Agent pursuant to a Letter of Credit shall be deemed to be a Revolving Loan on the date of such reimbursement in a principal amount equal to the amount so paid. Each Borrower shall be obligated to reimburse Agent and each Lender for each payment made in respect of any Letter of Credit (including, the payment of principal, fees and interest on any payment made by Agent or any Lender in reimbursement of any payment made under a Letter of Credit by an LC Issuer.

5. The obligations of each Borrower under this Schedule IV shall be absolute, unconditional and irrevocable under any and all circumstances and shall be paid strictly in accordance with this Agreement irrespective of: (a) any lack of validity or enforceability of any Letter of Credit or of any demand, application, reimbursement agreement or other agreement or instrument relating thereto (collectively, the "Related Documents"); (b) the existence of any claim, setoff, defense or other right that any Borrower or any other Person may at any time have against the beneficiary under any Letter of Credit, Agent, any Lender, the LC Issuer, any of their correspondents or any other Person; (c) any improper or erroneous or mistaken payment by any LC Issuer under any Letter of Credit; (d) any supplement or waiver of or any consent to depart from the terms of any Letter of Credit or Related Document; and (e) any other circumstance or event whatsoever, whether or not similar to any of the foregoing.

6. Neither Agent nor any LC Issuer nor any of their correspondents shall be responsible for: (a) the use which may be made of any Letter of Credit, or any acts or omissions in connection therewith; (b) the existence, character, quality, quantity, condition, packing, value or delivery of the goods purporting to be represented by documents; (c) any difference in character, quality, quantity, condition or value of the goods from that expressed in the documents; (d) the validity, sufficiency or genuineness of documents, or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (e) the time, place, manner or order in which shipment is made; (f) any partial or incomplete shipment or failure or omission to ship any or all of the goods referred to in any Letter of Credit; (g) the character, adequacy, validity or genuineness of any insurance, the solvency or responsibility of any insurer or any other risk connected with insurance; (h) any deviation from instructions, delay, default or fraud by the shipper or anyone else in connection with goods or the shipping thereof; (i) the solvency, responsibility or relationship to the goods of any party issuing any documents in connection with the goods; (j) any delay in arrival or failure to arrive of either the goods or any of the documents relating thereto; (k) any delay in giving or failure to give notice of arrival or any other notice; (l) any breach of contract between the shippers or vendors and the consignees or buyers; (m) compliance with or circumstances resulting from any laws, customs and regulations which may be effective in countries of negotiation or payment of any Letter of Credit; (n) any failure of any draft, instrument or demand to bear any reference or adequate reference to the related Letter of Credit, any failure of documents to accompany any draft, instrument or demand at negotiation or any failure of any Person to note the amount of any draft, instrument or demand on the reverse of the related Letter of Credit or to surrender or take up such Letter of Credit or to send forward documents apart from drafts, in each case as required by the terms of the related Letter of Credit, any of which requirements, if contained in any Letter of Credit, may be waived by Agent or the LC Issuer; (o) any errors, omissions, interruptions or delays in transmission or delivery of any message, by mail, telex, cable, telegraph, wireless or otherwise, whether or not they be in cipher; (p) any failure of any document to conform to, or be presented under, the Letter of Credit in any instance where any Borrower or its agent, upon request, has received documents and/or goods represented thereby; or (q) any refusal by Agent, the LC Issuer or any of their correspondents to pay or honor drafts drawn or purportedly drawn under any Letter of Credit because of any applicable law, decree or edict, legal or illegal, of any governmental agency now or hereafter in force, or for any other matter beyond Agent's control. Nor shall Agent nor any Lender be responsible for any act, error, omission, neglect or default under the terms of any Letter of Credit or any Related Documents or otherwise, or for any insolvency or failure in business, of the LC Issuer or any of the correspondents of Agent or the LC Issuer. None of the foregoing shall affect, impair, or prevent the vesting of any of Agent's or any Lender's rights or powers hereunder, or any Borrower's obligations hereunder. In furtherance of and extension of and not in limitation of the specific provisions hereinabove set forth, each Borrower agrees that any action taken, and any action or omission, by Agent, the LC Issuer or any of their correspondents, in the absence of bad faith on its part, under or in connection with any Letter of Credit or the related drafts, instruments or demands, documents or goods shall be binding on such Borrower and shall not put Agent, the LC Issuer or any of their correspondents under any resulting liability to Agent or any Lender.

7. Each Borrower agrees to procure promptly any necessary import and export and other licenses for the import or export or shipping of the goods or payment therefor, to comply with all foreign and domestic governmental regulations in regard to the shipment of the goods or the financing thereof, to furnish such certificates in that respect as Agent may at any time require, to keep the goods adequately covered by insurance satisfactory in all respects to Agent, with companies satisfactory to Agent, and to assign the policies and/or certificates of insurance to Agent, or to make the loss or adjustment, if any, payable to Agent, at Agent's option, and to furnish Agent promptly on demand with evidence of acceptance by the insurers of such assignment.

8. Each Borrower hereby certifies, covenants and agrees that no shipments will be made or other transactions undertaken under any Letter of Credit in violation of the laws of the United States, any applicable foreign law or the applicable regulations of any United States or foreign governmental agency or authority.

9. In the event that any Letter of Credit Obligations, whether or not then due or payable, shall for any reason be outstanding on the Termination Date, each Borrower will either (a) cause the underlying Letter of Credit to be returned and canceled and each corresponding Letter of Credit Obligation to be terminated, or (b) pay to Agent, in immediately available funds, an amount equal to 105% of the maximum amount then available to be drawn under all Letters of Credit in favor of Borrowers not so returned and canceled to be held by Agent as cash collateral in an account under the exclusive dominion and control of Agent (the "Cash Collateral Account").

10. In the event Agent or Lenders shall incur any Letter of Credit Obligation, Borrowers agree to pay Agent and Lenders, the fees, charges and commissions agreed to between Borrowers and Agent and shall reimburse Agent and Lenders for all fees and charges paid by Agent on account of any Letter of Credit or Letter of Credit Obligations to the LC Issuer.

**SCHEDULE V**  
**COMMITMENTS**

Revolving Loan Commitments

\$0

Term Loan A Commitments

Bank Hapoalim B.M.      \$7,250,000

Term Loan B Commitments

Bank Hapoalim B.M.      \$14,750,000

EXHIBIT A

REVOLVING LOAN NOTE

[\$ [ ]

[ ]

This Revolving Loan Note (this “Note”) is executed and delivered under and pursuant to the terms of that certain Second Amended and Restated Loan and Security Agreement dated as of February 11, 2019 (as amended, modified, supplemented or restated from time to time, the “Loan Agreement”) by and among [ ] (“Lender”), XCEL BRANDS, INC. (“Initial Borrower” and together with each Person who hereafter becomes a Borrower, collectively “Borrowers”), and any other Credit Party executing or becoming a party to the Loan Agreement, the financial institutions party thereto from time to time as Lenders and BANK HAPOALIM B.M., as agent for Lenders (in such capacity, “Agent”) Capitalized terms not otherwise defined herein shall have the meanings given thereto in the Loan Agreement.

FOR VALUE RECEIVED, Borrowers, jointly and severally, promise to pay to the order of Lender at the offices of Agent at offices located at 1120 Avenue of the Americas, New York, New York 10036 or at such other place as the holder hereof may from time to time designate to Borrowers in writing:

- (i) the principal sum of [ ] (\$ [ ]), or if different from such amount, the unpaid principal balance of Revolving Loan as may be due and owing from time to time under the Loan Agreement, payable in accordance with the provisions of the Loan Agreement, subject to acceleration upon the occurrence of an Event of Default under the Loan Agreement, or earlier termination of the Loan Agreement pursuant to the terms thereof; and
- (ii) interest on the principal amount of this Note from time to time outstanding, payable at the applicable interest rate in accordance with the provisions of the Loan Agreement. Upon and after the occurrence of an Event of Default, and during the continuation thereof, interest shall be payable at the applicable Default Rate. In no event, however, shall interest hereunder exceed the maximum interest rate permitted by law.

This Note is the Revolving Loan Note referred to in the Loan Agreement and is secured, inter alia, by the Liens granted pursuant to the Loan Agreement and the other Loan Documents, is entitled to the benefits of the Loan Agreement and the other Loan Documents, and is subject to all of the agreements, terms and conditions therein contained.

This Note may be voluntarily prepaid, in whole or in part, on the terms and conditions set forth in the Loan Agreement.

If an Event of Default under Section 12.1(f) of the Loan Agreement shall occur, then this Note shall immediately become due and payable, without notice, together with attorneys’ fees if the collection hereof is placed in the hands of an attorney to obtain or enforce payment hereof. If any other Event of Default shall occur under the Loan Agreement or any of the other Loan Documents which is not cured within any applicable grace period, then this Note may, as provided in the Loan Agreement, be declared to be immediately due and payable, without notice, together with attorneys’ fees, if the collection hereof is placed in the hands of an attorney to obtain or enforce payment hereof.

This Note shall be governed by and construed in accordance with the laws of the State of New York.

To the fullest extent permitted by applicable law, each Borrower waives: (a) presentment, demand and protest, and notice of presentment, dishonor, intent to accelerate, acceleration, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all of the Obligations, the Loan Agreement, this Note or any other Loan Documents; (b) all rights to notice and a hearing prior to Agent's taking possession or control of, or to Agent's replevy, attachment or levy upon, the Collateral or any bond or security that might be required by any court prior to allowing Agent to exercise any of its remedies; and (c) the benefit of all valuation, appraisal and exemption laws.

Each Borrower acknowledges that this Note is executed as part of a commercial transaction and that the proceeds of this Note will not be used for any personal or consumer purpose.

Each Borrower agrees to pay to Agent all fees and expenses described in the Loan Agreement and the other Loan Documents.

XCEL BRANDS, INC.

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT B-1**

**FORM OF TERM LOAN NOTE A**

\$7,250,000

February 11, 2019

This Term Loan Note A (this "**Note**") is executed and delivered under and pursuant to the terms of that certain Second Amended and Restated Loan and Security Agreement dated as of February 11, 2019 (as amended, modified, supplemented or restated from time to time, the "**Loan Agreement**") by and among BANK HAPOALIM B.M. ("**Lender**"), XCEL BRANDS, INC. ("**Initial Borrower**") and together with each Person who hereafter becomes a Borrower, collectively "**Borrowers**", and any other Credit Party executing or becoming a party to the Loan Agreement, the financial institutions party thereto as Lenders and BANK HAPOALIM B.M., as agent for Lenders (in such capacity, "**Agent**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

FOR VALUE RECEIVED, Borrower promises to pay to the order of Lender at the offices of Agent located at 1120 Avenue of the Americas, New York, New York 10036 or at such other place as the holder hereof may from time to time designate to Borrower in writing:

(i) the principal sum of Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000), payable, subject to acceleration upon the occurrence of an Event of Default under the Loan Agreement, or earlier termination of the Loan Agreement pursuant to the terms thereof, in quarterly installments commencing on June 30, 2019 and on each March 31, June 30, September 30 and December 31 thereafter in the amounts set forth below for the corresponding period, with the entire unpaid balance due and payable on the Term Loan Maturity Date:

<b>Period</b>	<b>Amount</b>
June 30, 2019 – September 30, 2020	\$ 1,000,000
December 31, 2020	\$ 1,250,000

and

(ii) interest on the principal amount of this Note from time to time outstanding, payable at the applicable interest rate set forth in the Loan Agreement commencing on March 31, 2019 and on each March 31, June 30, September 30 and December 31 thereafter and upon payment in full of the principal amount of this Note. Upon and after the occurrence of an Event of Default, and during the continuation thereof, interest shall be payable at the applicable Default Rate. In no event, however, shall interest hereunder exceed the maximum interest rate permitted by law.

This Note is the Term Loan Note A referred to in the Loan Agreement and is secured, *inter alia*, by the liens granted pursuant to the Loan Agreement and the other Loan Documents, is entitled to the benefits of the Loan Agreement and the other Loan Documents, and is subject to all of the agreements, terms and conditions therein contained.



Payments received by Lender shall be applied against principal and interest as provided for in the Loan Agreement. This Note may be voluntarily prepaid, in whole or in part, on the terms and conditions set forth in the Loan Agreement.

If an Event of Default under Section 12.1(f) of the Loan Agreement shall occur, then this Note shall immediately become due and payable, without notice, together with attorneys' fees if the collection hereof is placed in the hands of an attorney to obtain or enforce payment hereof. If any other Event of Default shall occur under the Loan Agreement or any of the other Loan Documents which is not cured within any applicable grace period, then this Note may, as provided in the Loan Agreement, be declared to be immediately due and payable, without notice, together with attorneys' fees, if the collection hereof is placed in the hands of an attorney to obtain or enforce payment hereof.

This Note shall be governed by and construed in accordance with the laws of the State of New York.

To the fullest extent permitted by applicable law, Borrower waives: (a) presentment, demand and protest, and notice of presentment, dishonor, intent to accelerate, acceleration, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all of the Obligations, the Loan Agreement, this Note or any other Loan Documents; (b) all rights to notice and a hearing prior to Agent's taking possession or control of, or to Agent's replevy, attachment or levy upon, the Collateral or any bond or security that might be required by any court prior to allowing Agent to exercise any of its remedies; and (c) the benefit of all valuation, appraisal and exemption laws.

Borrower acknowledges that this Note is executed as part of a commercial transaction and that the proceeds of this Note will not be used for any personal or consumer purpose.

Borrower agrees to pay to Agent all fees and expenses described in the Loan Agreement and the other Loan Documents.

XCEL BRANDS, INC.

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT B-2

FORM OF TERM LOAN NOTE B

\$14,750,000

February 11, 2019

This Term Loan Note B (this “Note”) is executed and delivered under and pursuant to the terms of that certain Second Amended and Restated Loan and Security Agreement dated as of February 11, 2019 (as amended, modified, supplemented or restated from time to time, the “Loan Agreement”) by and among BANK HAPOALIM B.M. (“Lender”), XCEL BRANDS, INC. (“Initial Borrower” and together with each Person who hereafter becomes a Borrower, collectively “Borrowers”), and any other Credit Party executing or becoming a party to the Loan Agreement, the financial institutions party thereto as Lenders and BANK HAPOALIM B.M., as agent for Lenders (in such capacity, “Agent”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

FOR VALUE RECEIVED, Borrower promises to pay to the order of Lender at the offices of Agent located at 1120 Avenue of the Americas, New York, New York 10036 or at such other place as the holder hereof may from time to time designate to Borrower in writing:

(iii) the principal sum of Fourteen Million Seven Hundred Fifty Thousand Dollars (\$14,750,000), payable, subject to acceleration upon the occurrence of an Event of Default under the Loan Agreement, or earlier termination of the Loan Agreement pursuant to the terms thereof, in quarterly installments commencing on March 31, 2019 and on each March 31, June 30, September 30 and December 31 thereafter in the amounts set forth below for the corresponding period, with the entire unpaid balance due and payable on the Term Loan Maturity Date:

<b>Period</b>	<b>Amount</b>
March 31, 2020 – September 30, 2020	\$ 250,000
March 31, 2021 – December 31, 2022	\$ 1,125,000
March 31, 2023 – December 31, 2023	\$ 1,250,000

and

(iv) interest on the principal amount of this Note from time to time outstanding, payable at the applicable interest rate set forth in the Loan Agreement commencing on March 31, 2019 and on each March 31, June 30, September 30 and December 31 thereafter and upon payment in full of the principal amount of this Note. Upon and after the occurrence of an Event of Default, and during the continuation thereof, interest shall be payable at the applicable Default Rate. In no event, however, shall interest hereunder exceed the maximum interest rate permitted by law.

This Note is the Term Loan Note B referred to in the Loan Agreement and is secured, inter alia, by the liens granted pursuant to the Loan Agreement and the other Loan Documents, is entitled to the benefits of the Loan Agreement and the other Loan Documents, and is subject to all of the agreements, terms and conditions therein contained.

Payments received by Lender shall be applied against principal and interest as provided for in the Loan Agreement. This Note may be voluntarily prepaid, in whole or in part, on the terms and conditions set forth in the Loan Agreement.

If an Event of Default under Section 12.1(f) of the Loan Agreement shall occur, then this Note shall immediately become due and payable, without notice, together with attorneys' fees if the collection hereof is placed in the hands of an attorney to obtain or enforce payment hereof. If any other Event of Default shall occur under the Loan Agreement or any of the other Loan Documents which is not cured within any applicable grace period, then this Note may, as provided in the Loan Agreement, be declared to be immediately due and payable, without notice, together with attorneys' fees, if the collection hereof is placed in the hands of an attorney to obtain or enforce payment hereof.

This Note shall be governed by and construed in accordance with the laws of the State of New York.

To the fullest extent permitted by applicable law, Borrower waives: (a) presentment, demand and protest, and notice of presentment, dishonor, intent to accelerate, acceleration, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all of the Obligations, the Loan Agreement, this Note or any other Loan Documents; (b) all rights to notice and a hearing prior to Agent's taking possession or control of, or to Agent's replevy, attachment or levy upon, the Collateral or any bond or security that might be required by any court prior to allowing Agent to exercise any of its remedies; and (c) the benefit of all valuation, appraisal and exemption laws.

Borrower acknowledges that this Note is executed as part of a commercial transaction and that the proceeds of this Note will not be used for any personal or consumer purpose.

Borrower agrees to pay to Agent all fees and expenses described in the Loan Agreement and the other Loan Documents.

XCEL BRANDS, INC.

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT C**

**FORM OF CERTIFICATE OF COMPLIANCE**

Use Borrowing Representative Letterhead with this Form]

[Date]

To: Account Manager

This is to certify that in accordance with the Second Amended and Restated Loan and Security Agreement dated as of February 11, 2019 (the "Loan Agreement;" capitalized terms are used herein as defined in the Loan Agreement) that the attached Financial Statements are complete and true and have been prepared in conformance with GAAP. In addition there are no Defaults or Events of Default continuing as of such date [if there are acceptable exceptions, list them].

No Credit Party is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Material Contract and there had been no termination or threat of termination of any Material Contract except to the extent such default could not reasonably be expected to have a Material Adverse Effect or any material amendment to or modification of a Material Contract, or the execution of any new Material Contract by any Credit Party.

No Credit Party has formed or acquired any Subsidiary except for: [List new Subsidiaries, including Excluded Subsidiaries].

The following is a list of Outside Financing obtained by each Excluded Subsidiary: [List Outside Financing].

Also attached are the covenant calculations used in determining compliance with the financial covenants contained in Schedule II to the Loan Agreement.

Very truly yours,

Chief Executive Officer

or Chief Financial Officer

**EXHIBIT D**

**POWER OF ATTORNEY**

This Power of Attorney is executed and delivered by [Insert Name of Credit Party], a [Insert Credit Party's State of Formation] [Insert Credit Party's form of organization] ("Grantor") to Bank Hapoalim B.M. (hereinafter referred to as "Attorney"), as Agent, under a Second Amended and Restated Loan and Security Agreement, dated as of February 11, 2019 and other related documents (the "Loan Documents", capitalized terms used herein but not otherwise defined shall have the meaning assigned to them in the Loan Documents). No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall be required to inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocable waives any right to commence any suit or action, in law or equity, against any person or entity which acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The power of attorney granted hereby is coupled with an interest, and may not be revoked or canceled by Grantor without Attorney's written consent.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as Grantor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Attorney's discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Loan Documents and, without limiting the generality of the foregoing, Grantor hereby grants to Attorney the power and right, on behalf of Grantor, without notice to or assent by Grantor, and at any time, to sell, transfer, pledge make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State of New York and as fully and completely as though Attorney were the absolute owner thereof for all purposes, and to do at the Grantor's expense, at any time, or from time to time, all acts and things which the Bank deems necessary to protect, preserve or realize upon the Collateral and Attorney's security interest therein, in order to effect the intent of the Loan Documents, all as fully and effectively as Grantor might do, including, without limitation, (i) the filing and prosecuting of registration and transfer applications with the appropriate federal or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (ii) the exercise of voting rights with respect to voting securities, which rights may be exercised, if Attorney so elects, with a view to causing the liquidation in a commercially reasonable manner of assets of the issuer of any such securities and (iii) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral Grantor hereby ratifies, to the extent permitted by law, all that said Attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor on [        ].

[Insert Name of Credit Party]

By: \_\_\_\_\_  
Name:  
Title:

NOTARY PUBLIC CERTIFICATE

On this \_\_\_\_ day of \_\_\_\_\_, 2019, \_\_\_\_\_, who is personally known to me appeared before me in his/her capacity as the \_\_\_\_\_ of \_\_\_\_\_ ("Grantor") and executed on behalf of Grantor the Power of Attorney in favor of Bank Hapoalim B.M. to which this Certificate is attached.

\_\_\_\_\_  
Notary Public



EXHIBIT E

FORM OF QUARTERLY ROYALTY COLLECTIONS REPORT

[Name]  
Royalty Collection Report  
Quarter Ending [\_\_\_\_\_]

Account No.	Licensee	Contract Year	[Quarter] Revenue Payments Received	[Quarter] Guaranteed Minimum Royalties	[Quarter] Revenues (GAAP Basis)
			[Total]	[Total]	[Total]

**EXHIBIT F**

**FORM OF ASSIGNMENT AGREEMENT**

This ASSIGNMENT, dated as of the Effective Date, is entered into between \_\_\_\_\_ (“Assignor”) and \_\_\_\_\_ (“Assignee”).

The parties hereto hereby agree as follows:

Borrower: Xcel Brands, Inc., a Delaware corporation and \_\_\_\_\_, a \_\_\_\_\_ (together, the “Borrowers”)

Agent: Bank Hapoalim B.M., as administrative and collateral agent for the Lenders and LC Issuers (in such capacity and together with its successors and permitted assigns, the “Agent”)

Loan Agreement: Second Amended and Restated Loan and Security Agreement, dated as of February 11, 2019, among Borrowers, the other Credit Parties party thereto, the Lenders and LC Issuers party thereto and the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used herein without definition are used as defined in the Loan Agreement)

Effective Date: \_\_\_\_\_, \_\_\_\_\_

<b>Loan/ Commitment Assigned</b>	<b>Aggregate amount of Commitments or principal amount of Loans for all Lenders</b>	<b>Aggregate amount of Commitments or principal amount of Loans Assigned</b>	<b>Percentage Assigned</b>
Revolving Loan Commitment	\$ _____	\$ _____	_____%
Term Loan A Commitment	\$ _____	\$ _____	_____%
Term Loan B Commitment	\$ _____	\$ _____	_____%

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Section 1. Assignment. Assignor hereby sells and assigns to Assignee, and Assignee hereby purchases and assumes from Assignor, Assignor's rights and obligations in its capacity as Lender under the Loan Agreement and the other Loan Documents, in each case to the extent related to the amounts identified above (the "Assigned Interest").

Section 2. Representations, Warranties and Covenants of Assignor. Assignor (a) represents and warrants to Assignee and the Agent that (i) it has full power and authority, and has taken all actions necessary for it, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and (ii) it is the legal and beneficial owner of its Assigned Interest and that such Assigned Interest is free and clear of any Lien and other adverse claims and (iii) the Person signing, executing and delivering this Assignment on behalf of the Assignor is an authorized signatory for the Assignor and is authorized to execute, sign and deliver this Agreement, (b) makes no other representation or warranty and assumes no responsibility, including with respect to the aggregate amount of the Loans and Commitments, the percentage of the Loans and Commitments represented by the amounts assigned, any statements, representations and warranties made in or in connection with any Loan Document or any other document or information furnished pursuant thereto, the execution, legality, validity, enforceability or genuineness of any Loan Document or any document or information provided in connection therewith and the existence, nature or value of any Collateral, (c) assumes no responsibility (and makes no representation or warranty) with respect to the financial condition of any Credit Party or the performance or nonperformance by any Credit Party of any obligation under any Loan Document or any document provided in connection therewith and (d) attaches any Notes held by it evidencing at least in part the Assigned Interest of such Assignor (or, if applicable, an affidavit of loss or similar affidavit therefor) and requests that the Agent exchange such Notes for new Notes in accordance with the Loan Agreement.

Section 3. Representations, Warranties and Covenants of Assignee. Assignee (a) represents and warrants to Assignor and the Agent that (i) it has full power and authority, and has taken all actions necessary for Assignee, to execute and deliver this Assignment and to consummate the transactions contemplated hereby, (ii) it is [not] an Affiliate or an Approved Fund of \_\_\_\_\_, a Lender and (iii) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest assigned to it hereunder and either Assignee or the Person exercising discretion in making the decision for such assignment is experienced in acquiring assets of such type, (iv) the Person signing, executing and delivering this Assignment on behalf of the Assignor is an authorized signatory for the Assignor and is authorized to execute, sign and deliver this Agreement (b) appoints and authorizes the Agent to take such action as administrative agent on its behalf and to exercise such powers under the Loan Documents as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto, (c) shall perform in accordance with their terms all obligations that, by the terms of the Loan Documents, are required to be performed by it as a Lender, (d) confirms it has received such documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and shall continue to make its own credit decisions in taking or not taking any action under any Loan Document independently and without reliance upon Agent, any LC Issuer, any Lender or any other Indemnitee and based on such documents and information as it shall deem appropriate at the time, (e) acknowledges and agrees that, as a Lender, it may receive material non-public information and confidential information concerning the Credit Parties and their Affiliates and their Equity Interests and agrees to use such information in accordance with the Loan Agreement, (f) specifies as its applicable lending offices (and addresses for notices) the offices at the addresses set forth beneath its name on the signature pages hereof, (g) shall pay to the Agent an assignment fee in the amount of \$3,500 to the extent such fee is required to be paid under Section 9.9 of the Loan Agreement and (h) to the extent required pursuant to Section 3.9(f) of the Loan Agreement, attaches two completed originals of IRS Forms W-8ECI, W-8BEN, W-8BEN-E, W-8IMY or W-9 and, if applicable, a portfolio interest exemption certificate.

Section 4. Determination of Effective Date; Register. Following the due execution and delivery of this Assignment by Assignor, Assignee and, to the extent required by the Loan Agreement, Borrowers, this Assignment (including its attachments) will be delivered to the Agent for its acceptance and recording in the Register. The effective date of this Assignment (the "Effective Date") shall be the later of (i) the acceptance of this Assignment by the Agent and (ii) the recording of this Assignment in the Register. The Agent shall insert the Effective Date when known in the space provided therefor at the beginning of this Assignment.

Section 5. Effect. As of the Effective Date, (a) Assignee shall be a party to the Loan Agreement and, to the extent provided in this Assignment, have the rights and obligations of a Lender under the Loan Agreement and (b) Assignor shall, to the extent provided in this Assignment, relinquish its rights (except those surviving the termination of the Commitments and payment in full of the Obligations) and be released from its obligations under the Loan Documents other than those obligations relating to events and circumstances occurring prior to the Effective Date.

Section 6. Distribution of Payments. On and after the Effective Date, the Agent shall make all payments under the Loan Documents in respect of each Assigned Interest (a) in the case of amounts accrued to but excluding the Effective Date, to Assignor and (b) otherwise, to Assignee.

Section 7. Miscellaneous.

(a) The parties hereto, to the extent permitted by law, waive all right to trial by jury in any action, suit, or proceeding arising out of, in connection with or relating to, this Assignment and any other transaction contemplated hereby. This waiver applies to any action, suit or proceeding whether sounding in tort, contract or otherwise.

(b) On and after the Effective Date, this Assignment shall be binding upon, and inure to the benefit of, the Assignor, Assignee, the Agent and their Related Persons and their successors and assigns.

(c) This Assignment shall be governed by, and be construed and interpreted in accordance with, the law of the State of New York.

(d) This Assignment may be executed in any number of counterparts and by different parties 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.

(e) Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Assignment by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

[NAME OF ASSIGNOR], as Assignor

By: \_\_\_\_\_

Name:

Title:

[NAME OF ASSIGNEE], as Assignee

By: \_\_\_\_\_

Name:

Title:

Lending Office for LIBOR Rate Loans:

[Insert Address (including contact name, fax number and e-mail address)]

Lending Office (and address for notices) for any other purpose:

[Insert Address (including contact name, fax number and e-mail address)]

ACCEPTED and AGREED

this \_\_ day of \_\_\_\_\_:

BANK HAPOALIM B.M., as Agent

By: \_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

XCEL BRANDS, INC.,  
as the Borrowing Representative

By: \_\_\_\_\_

Name:  
Title:



**EXHIBIT G**

**FORM OF LIBOR NOTICE**

TO: Bank Hapoalim B.M., as Agent ("Agent")  
Attention: Lisa Matalon, Vice President  
Facsimile: (212) 782-2345

FROM: Xcel Brands, Inc. ("Borrower")

SUBJECT: Second Amended and Restated Loan and Security Agreement dated as of February 11, 2019 among Borrower, the other Credit Parties party thereto from time to time, Lenders and Agent (as amended, modified, supplemented and restated from time to time, the "Loan Agreement")

DATE:

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This is a LIBOR Continuation/Conversion Notice ("Notice") referenced in Section 4.2 of the Loan Agreement. Capitalized terms used herein which are not defined in this Borrowing Request shall have the meanings given to them in the Loan Agreement.

The Borrower hereby gives irrevocable notice, pursuant to Section 4.2 of the Loan Agreement, of the following request to:<sup>1</sup>

[OPTION A: On [\_\_\_\_\_] \_\_, 201\_], convert \$[\_\_\_\_\_] of the aggregate outstanding principal amount of a [\_\_\_\_\_] Loan into a [\_\_\_\_\_] Loan [and, in the case of a LIBOR Loan, having an Interest Period of [\_\_\_\_\_] month(s)].<sup>2</sup>

[OPTION B: On [\_\_\_\_\_] \_\_, 201\_], continue \$[\_\_\_\_\_] of the aggregate outstanding principal amount of a LIBOR Loan as a LIBOR Loan having an Interest Period of [\_\_\_\_\_] month(s)].

[Remainder of Page Left Intentionally Blank]

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<sup>1</sup> This notice must be given at least two days Business Days prior to continuation as or conversion to a LIBOR Loan, and (ii) one Business Day prior to conversion to a Prime Rate Loan. Each LIBOR Continuation/Conversion Notice is irrevocable and, to be effective, must be received by the Lender not later than 2:00 p.m. on the day required.

<sup>2</sup> Select an Interest Period as set forth in the Loan Agreement.

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IN WITNESS WHEREOF, the Borrower has executed and delivered this Notice by and through an authorized officer as of the date and year first set forth above.

XCEL BRANDS, INC.

By: \_\_\_\_\_

Name:

Title:

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**DISCLOSURE SCHEDULE 7.2**

**NAMES, ORGANIZATIONAL INFORMATION, COLLATERAL LOCATIONS**

<b>Official Name</b>	<b>Prior Names</b>	<b>State of Incorporation or Organization</b>	<b>Type of Entity</b>	<b>Organizational Identification Number</b>
Xcel Brands, Inc.	Netfabric Holdings, Inc.	Delaware	Corporation	2206651
IM Brands, LLC	N/A	Delaware	Limited Liability Company	4962792
JR Licensing, LLC	N/A	Delaware	Limited Liability Company	5480106
H Licensing, LLC	N/A	Delaware	Limited Liability Company	5617462
H Heritage Licensing, LLC	N/A	Delaware	Limited Liability Company	7115848
C Wonder Licensing, LLC	N/A	Delaware	Limited Liability Company	5741938
Xcel Design Group, LLC	N/A	Delaware	Limited Liability Company	5796495
XCEL-CT MFG, LLC	N/A	Delaware	Limited Liability Company	7015784
Judith Ripka Fine Jewelry, LLC	IMNY E-Store, USA, LLC	Delaware	Limited Liability Company	5404259

**Chief Executive Office and principal place of business:**

1333 Broadway, 10<sup>th</sup> Floor  
New York, NY 10018

**Warehouses:**

None.

**Other Premises at which Collateral is stored or Located:**

None.

**Locations of Records Concerning Collateral:**

1333 Broadway, 10<sup>th</sup> Floor  
New York, NY 10018

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**DISCLOSURE SCHEDULE 7.6**

**REAL ESTATE**

<b>Address</b>	<b>Type [owned, leased, warehouse]</b>	<b>County</b>
475 Tenth Ave, 4 <sup>th</sup> Floor New York, NY 10018	Leased	New York
1333 Broadway, 10 <sup>th</sup> Floor New York, NY 10018	Leased	New York

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**DISCLOSURE SCHEDULE 7.7****VENTURES, SUBSIDIARIES AND AFFILIATES**

<b>Issuer</b>	<b>Type</b>	<b>Holder</b>	<b>Equity Interests</b>
IM Brands, LLC	Subsidiary	Xcel Brands, Inc.	100% of Membership Interests
JR Licensing, LLC	Subsidiary	Xcel Brands, Inc.	100% of Membership Interests
H Licensing, LLC	Subsidiary	Xcel Brands, Inc.	100% of Membership Interests
H Heritage Licensing, LLC	Subsidiary	Xcel Brands, Inc.	100% of Membership Interests
C Wonder Licensing, LLC	Subsidiary	Xcel Brands, Inc.	100% of Membership Interests
Xcel Design Group, LLC	Subsidiary	Xcel Brands, Inc.	100% of Membership Interests
Xcel-CT MFG, LLC	Subsidiary	Xcel Brands, Inc.	100% of Membership Interests
Judith Ripka Fine Jewelry, LLC	Subsidiary	Xcel Brands, Inc.	100% of Membership Interests
The Beauty Solution, LLC	Subsidiary	Xcel Brands, Inc.	100% of Membership Interests, projected to reduce to 30% to 40% Membership Interests
Tribe Cosmetics LLC	Subsidiary	Xcel Brands Inc.	100% of Membership Interests
Xcel Acquisition Co., LLC	Subsidiary	Xcel Brands Inc.	100% of Membership Interests

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**DISCLOSURE SCHEDULE 7.9**

**TAXES**

None.

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**DISCLOSURE SCHEDULE 7.12**  
**LITIGATION**

1. Threatened litigation: Notice of Violation of California's Proposition 65, Health & Safety Code § 25249.6 ("Prop 65") from Ema Bell to C Wonder Licensing, alleging exposure to Di(2-ethylhexyl)phthalate ("DEHP") from C Wonder 4 Piece Train Case. Injunctive relief and civil penalties sought. No specific amount claimed for civil penalties. Injunctive relief seeks Prop 65 warnings or removal of subject chemical.
  2. Threatened litigation: Notice of Violation of Prop 65 from Ecological Alliance, LLC to Xcel Brands, Inc. alleging exposure to DEHP from UPC# 74-603841-000499. Injunctive relief and civil penalties sought. No specific amount claimed for civil penalties. Injunctive relief seeks product recall, Prop 65 warnings, and/or removal of subject chemical.
  3. Threatened litigation: Notice of Violation of Prop 65 from Consumer Advocacy Group, Inc. to IM Brands, LLC alleging exposure to DEHP from Travel Bottle Kit. Injunctive relief and civil penalties sought. No specific amount claimed for civil penalties. Injunctive relief seeks Prop 65 warning or removal of subject chemical.
  4. Ongoing litigation: Rachel Allgood, as assignee of Isocurve against The Judith Ripka Companies Inc. ("Ripka"), Judith Ripka Creations Inc., Judith Ripka Jewelry LTD, Judith Ripka, and Xcel Brands Inc. claiming \$851,435 plus 10% of Ripka's gross revenues.
  5. Ongoing litigation: Texmont Design Limited, as plaintiff against Xcel Brands, Inc., Halston Operating Company, LLC, House of Halston, LLC and the H Company IP for breach of contract, failure to pay for goods sold and delivered, account stated, open book account, unjust enrichment and promissory estoppel. Plaintiff claims damages of \$1,198,077.25.
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**DISCLOSURE SCHEDULE 7.13**

**INTELLECTUAL PROPERTY**






**Trademarks**






15. C. Wonder Licensing LLC:

<b>Mark</b>	<b>Country (Sorted ↓)</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>International Class + Goods/Services</b>	<b>Status</b>
C. (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,547,152	12/21/2012	14: jewelry, namely, earrings, necklaces, bracelets and watches; decorative boxes made of precious metal	Registered  Renewal due 12/21/2021 – 12/21/2022
C. (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,547,153	12/21/2012	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 12/21/2021 – 12/21/2022
C. (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,581,915	07/15/2013	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas, leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags	Registered  Renewal due 07/15/2022 – 07/15/2023
C. (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,547,154	12/21/2012	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered  Renewal due 12/21/2021 – 12/21/2022
C. (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,547,155	12/21/2012	21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays	Registered  Renewal due 12/21/2021 – 12/21/2022



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,547,156	12/21/2012	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 12/21/2021 – 12/21/2022
C. (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,547,157	12/21/2012	35: Retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 12/21/2021 – 12/21/2022
C. (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,547,150	12/21/2012	4: candles	Registered  Renewal due 12/21/2021 – 12/21/2022
C. (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,547,151	12/21/2012	9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefore; electronics, namely, mp3 players and cases therefore, cell phones and cases therefore, cameras and cases therefore, and audio headphones and cases therefore	Registered  Renewal due 12/21/2021 – 12/21/2022
C. WONDER	Argentina - (AR)	C. Wonder LLC	2,546,676	12/21/2012	14: Jewelry, namely. earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered  Renewal Due: 12/21/2021 – 12/21/2022
C. WONDER	Argentina - (AR)	C. Wonder LLC	2,546,678	12/21/2012	16: Stationery, namely, Journals and note card;; paperweights; pens and writing instruments	Registered  Renewal Due: 12/21/2021 – 12/21/2022


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	Argentina - (AR)	C. Wonder LLC	2,546,680	12/21/2012	18: Leather goods. casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bag;, fanny pack;; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrella;; luggage tags; hand bags; tote bags	Registered Renewal Due: 12/21/2021 – 12/21/2022
C. WONDER	Argentina - (AR)	C. Wonder LLC	2,546,681	12/21/2012	21: Household utensils; cookware; bakeware; glassware; candle holders; serving trays	Registered Renewal Due: 12/21/2021 – 12/21/2022
C. WONDER	Argentina - (AR)	C. Wonder LLC	2,709,002	02/09/2015	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered Renewal due 02/09/2024 – 02/09/2025
C. WONDER	Argentina - (AR)	C. Wonder LLC	2,546,682	12/21/2012	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered Renewal Due: 12/21/2021 – 12/21/2022
C. WONDER	Argentina - (AR)	C. Wonder LLC	2,546,672	12/21/2012	4: candles	Registered Renewal Due: 12/21/2021 – 12/21/2022

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	Argentina - (AR)	C. Wonder LLC	2,546,674	12/21/2012	9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely mp3 players and cases therefor, cell phones and cases therefor, cameras and cases therefor, and audio headphones and cases therefor	Registered  Renewal Due: 12/21/2021 – 12/21/2022
C. WONDER (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,547,147	12/21/2012	14: jewelry, namely, earrings, necklaces, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered  Renewal due 12/21/2021 – 12/21/2022
C. WONDER (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,547,148	12/21/2012	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal Due: 12/21/2021 – 12/21/2022
C. WONDER (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,628,637	02/06/2014	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags tote bags	Registered  Renewal due 02/06/2023- 02/06/2024
C. WONDER (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,547,149	12/21/2012	21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays	Registered  Renewal Due: 12/21/2021 – 12/21/2022
C. WONDER (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,638,684	04/11/2014	35: bringing together (except transportation), for the benefit of others, of jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics, enabling customers to conveniently view and purchase the cited goods; bringing together in virtual sites (except transportation), for the benefit of others, of jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics, enabling customers to conveniently view and purchase the cited goods on line	Registered  Renewal Due 04/11/2023 – 04/11/2024






Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,547,146	12/21/2012	4: candles	Registered  Renewal Due: 12/21/2021 – 12/21/2022
C. WONDER (Stylized) 	Argentina - (AR)	C. Wonder LLC	2,638,685	03/25/2014	9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor	Registered  Renewal due 03/25/2023 – 03/25/2024
C. WONDER (Stylized) 	Argentina – (AR)	C. Wonder LLC	2,889,391	05/26/2017	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 05/26/2026 – 05/26/2027
C. (Stylized) 	Australia - (AU)	C. Wonder Licensing LLC	1,094,638	10/03/2011	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 10/03/2020 – 10/03/2021
C. (Stylized) 	Australia - (AU)	C. Wonder Licensing LLC	1,096,520	03/20/2012	4: candles 9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor  18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags; tote bags  20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood  35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 10/03/2020 – 10/03/2021


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	Australia - (AU)	C. Wonder Licensing LLC	1,082,027	07/10/2013	<p>4: candles</p> <p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal</p> <p>16: stationery, namely, journals and note cards; paperweights; pens</p> <p>20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p>21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays</p> <p>25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits</p> <p>35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>	Registered  Renewal Due 03/18/2020 – 03/18/2021



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	Australia - (AU)	C. Wonder Licensing LLC	1,096,519	10/03/2011	<p>18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags tote bags</p> <p>21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays</p>	Registered  Renewal due 10/03/2020 – 10/03/2021
C. WONDER (Stylized) 	Australia - (AU)	C. Wonder Licensing LLC	1,094,439	10/03/2011	<p>4: candles</p> <p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>16: stationery, namely, journals and note cards; paperweights; pens</p> <p>20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p>35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>	Registered  Renewal due 10/03/2020 – 10/03/2021






Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	Bahrain - (BH)	C. Wonder Licensing LLC	1,082,027	07/10/2013	<p>4: candles</p> <p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>16: stationery, namely, journals and note cards; paperweights; pens</p> <p>20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p>21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays</p> <p>25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits</p> <p>35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>	Registered  Renewal Due 03/18/2020 – 03/18/2021
C. WONDER (Arabic) (Stylized)  	Bahrain - (BH)	C. Wonder Licensing LLC	102,946	01/10/2017	<p>25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits</p>	Registered  Renewal due 04/01/2024



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Arabic) (Stylized) 	Bahrain - (BH)	C. Wonder Licensing LLC	102,947	04/01/2017	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered Renewal due 04/01/2024
C. (Stylized) 	Brazil - (BR)	C. Wonder Licensing LLC	831,236,116	12/09/2014	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered Renewal due 12/09/2023 – 12/09/2024
C. (Stylized) 	Brazil - (BR)	C. Wonder Licensing LLC	831,236,060	12/09/2014	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags tote bags	Registered Renewal due 12/09/2023 – 12/09/2024
C. (Stylized) 	Brazil - (BR)	C. Wonder Licensing LLC	831,236,183	12/09/2014	21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays	Registered Renewal due 12/09/2023 – 12/09/2024
C. (Stylized) 	Brazil - (BR)	C. Wonder Licensing LLC	831,236,205	12/09/2014	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered Renewal due 12/09/2023 – 12/09/2024

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. (Stylized) 	Brazil - (BR)	C. Wonder Licensing LLC	831,236,159	12/09/2014	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 12/09/2023 – 12/09/2024
C. WONDER	Brazil - (BR)	C. Wonder Licensing LLC	830,985,921	07/15/2014	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered  Renewal due 07/15/2023 – 07/15/2024
C. WONDER	Brazil - (BR)	C. Wonder Licensing LLC	830,985,972	07/15/2014	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 07/15/2023 – 07/15/2024
C. WONDER	Brazil - (BR)	C. Wonder Licensing LLC	830,986,891	07/14/2014	18: leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags	Registered  Renewal due 07/14/2023 – 07/14/2024
C. WONDER	Brazil - (BR)	C. Wonder Licensing LLC	830,985,875	07/15/2014	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered  Renewal due 07/15/2023 – 07/15/2024
C. WONDER	Brazil - (BR)	C. Wonder Licensing LLC	830,985,867	07/15/2014	21: household utensils; cookware; bakeware; glassware; candle holders; serving trays	Registered  Renewal due 07/15/2023 – 07/15/2024

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	Brazil - (BR)	C. Wonder Licensing LLC	830,985,840	07/15/2014	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered Renewal due 07/15/2023 – 07/15/2024
C. WONDER	Brazil - (BR)	C. Wonder Licensing LLC	830,985,832	07/15/2014	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered Renewal due 07/15/2023 – 07/15/2024
C. WONDER	Brazil - (BR)	C. Wonder Licensing LLC	830,986,014	07/15/2014	4: candles	Registered Renewal due 07/15/2023 – 07/15/2024
C. WONDER	Brazil - (BR)	C. Wonder Licensing LLC	830,985,956	07/15/2014	9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor	Registered Renewal due 07/15/2023 – 07/15/2024
C. WONDER (Stylized) 	Brazil - (BR)	C. Wonder Licensing LLC	831,236,043	12/09/2014	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered Renewal due 12/09/2023 – 12/09/2024
C. WONDER (Stylized) 	Brazil - (BR)	C. Wonder Licensing LLC	831,236,035	12/09/2014	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags tote bags	Registered Renewal due 12/09/2023 – 12/09/2024


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	Brazil - (BR)	C. Wonder Licensing LLC	831,235,977	12/09/2014	21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays	Registered  Renewal due 12/09/2023 – 12/09/2024
C. WONDER (Stylized) 	Brazil - (BR)	C. Wonder Licensing LLC	831,235,934	12/09/2014	35: services retail sale of clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear and electronics; services online retail clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear and electronics store	Registered  Renewal due 12/09/2023 – 12/09/2024
C. WONDER (Stylized) 	Brazil – (BR)	C. Wonder Licensing LLC	(831,235,950)	(10/04/2011)	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Pending
C. WONDER (Stylized) 	Brazil – (BR)	C. Wonder Licensing LLC	831,236,000	01/02/2019	4: Candles	Registered  Renewal due 01/02/2029
C. WONDER (Stylized) 	Brazil – (BR)	C. Wonder Licensing LLC	831,236,027	01/02/2019	9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor	Registered  Renewal due 01/02/2029

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER LIMITED	Canada - (CA)	C. Wonder Licensing LLC	(1,742,392)	(08/19/2015)	<p>9: Sport eyewear; eyeglasses; sunglasses; lenses for sunglasses; eyeglass frames; sunglass frames; opera glasses; reading glasses; spectacles; eyeglass, sunglass and spectacle cases; eyeglass, sunglass and spectacle straps; eyeglass, sungl accessories, namely, hard cases for eyewear, soft pouches for eyewear and lens cloths; parts and fittings for eyeglasses, sunglasses and spectacles</p> <p>14: clock watches women's and men's cuff bracelets; costume jewelry; jewelry</p> <p>18: Leather and imitations of leather, and goods made of these materials namely, handbags, carrying cases, wallets, attaché cases, briefcases, tote bags, luggage, knapsacks, change purses, business and credit card cases and holders, pouches; all-purpose sports and athletic bags; beach, book, carry-on, duffel, diaper, gym, leather shopping, shoulder, tote and travel bags; fanny packs and waist packs; backpacks; knapsacks; purses; garment bags for travel; satchels; luggage; luggage tags; trunks; suitcases; hat boxes for travel not of paper or cardboard; tool bags sold empty; briefcases; briefcase-type portfolios; men's clutches; business cases; business card cases; business tote bags; calling and credit card cases; key cases; leather key chains; wallets; banknote holders; billfolds; umbrellas; parasols; walking sticks; messenger bags, handbags, shopping tote bags, grocery tote bags</p> <p>25: Clothing, namely, belts, jackets, gloves, dresses, coats, sweaters, tights, leggings, socks, knee highs, shirts, suits, pants, slacks, trousers, gowns, jumpsuits, blouses, skirts, hosiery, panty hose stockings, jeans, shorts, sweaters, sweatshirts, hooded shirts and sweatshirts, vests, t-shirts, overalls, swimsuits, underwear briefs and tank tops, crop tops, sweat tops, bras and panties, lingerie, slips, camisoles, hosiery, shapewear, namely, girdles, body shapers, bodysuits, sleepwear and loungewear; knit bottoms, tops, and trousers; woven bottoms, tops, and trousers; wedding gowns; aprons; bibs of cloth for children; bridal apparel and accessories, namely, bridal gowns and bridesmaid dresses; children's and infant's apparel, namely, pants, shirts, t-shirts, skirts, dresses, coats, jackets, sweaters and socks; neckwear namely, neck ties, neck warmers, scarves; footwear, namely, shoes, boots, outdoor winter boots, slippers, sandals; headwear, namely, hats, caps, toques</p>	<p>Filed</p> <p>Declaration of Use/Extension of Time Request due 08/19/2019</p>
















<b>Mark</b>	<b>Country (Sorted ↓)</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>International Class + Goods/Services</b>	<b>Status</b>
C. WONDER	Chile - (CL)	C. Wonder Licensing LLC	1,019,297	06/28/2013	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 06/28/2022 – 06/28/2023






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Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	Chile - (CL)	C. Wonder Licensing LLC	1,073,709	01/21/2014	<p>4: candles</p> <p>14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal</p> <p>20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p>21: household utensils; cookware; bakeware; glassware; candle holders; serving trays</p>	Registered  Renewal due 01/21/2023 – 01/21/2024
C. WONDER	Chile - (CL)	C. Wonder Licensing LLC	1,117,346	08/05/2014	<p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>16: stationery, namely, journals and note cards; paperweights; pens</p> <p>25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits</p>	Renewal Due 08/05/2023 – 08/05/2024
C. WONDER (Stylized) 	Chile - (CL)	C. Wonder Licensing LLC	988,331	01/22/2013	<p>14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal</p>	Renewal due 01/22/2022 – 01/22/2023




Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	Chile - (CL)	C. Wonder Licensing LLC	1,057,895	11/18/2013	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags	Registered  Renewal due 11/18/2022 – 11/18/2023
C. WONDER (Stylized) 	Chile - (CL)	C. Wonder Licensing LLC	992,424	02/07/2013	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered  Renewal due 02/07/2022 – 02/07/2023
C. WONDER (Stylized) 	Chile - (CL)	C. Wonder Licensing LLC	1,073,939	01/21/2014	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 01/21/2020 – 01/21/2021
C. WONDER (Stylized) 	Chile - (CL)	C. Wonder Licensing LLC	1,067,735	12/20/2013	35: retail store services featuring furniture	Registered  Renewal due 12/20/2022 – 12/20/2023
C. WONDER (Stylized) 	Chile - (CL)	C. Wonder Licensing LLC	988,329	01/24/2013	4: candles	Registered  Renewal due 01/24/2022 – 01/24/2023
C. WONDER (Stylized) 	Chile - (CL)	C. Wonder Licensing LLC	992,422	02/07/2013	9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor	Registered  Renewal due 02/07/2022 – 02/07/2023
C. (Stylized) 	Chile – (CL)	C. Wonder Licensing LLC	988,317	01/22/2013	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered  Renewal due 01/22/2022 – 01/22/2023



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. (Stylized) 	Chile – (CL)	C. Wonder Licensing LLC	988,319	01/22/2013	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 01/22/2022 – 01/22/2023
C. (Stylized) 	Chile – (CL)	C. Wonder Licensing LLC	1,008,737	05/06/2013	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags	Registered  Renewal due 05/06/2022 – 05/06/2023
C. (Stylized) 	Chile – (CL)	C. Wonder Licensing LLC	988,321	01/22/2013	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered  Renewal due 01/22/2022 – 01/22/2023
C. (Stylized) 	Chile – (CL)	C. Wonder Licensing LLC	988,323	01/22/2013	21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays	Registered  Renewal due 01/22/2022 – 01/22/2023
C. (Stylized) 	Chile – (CL)	C. Wonder Licensing LLC	988,325	01/24/2013	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hat, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 01/24/2022 - 01/24/2023
C. (Stylized) 	Chile – (CL)	C. Wonder Licensing LLC	988,327	01/22/2013	35: retail store service featuring clothing, furniture, jewelry, housewares, stationary, leather goods and bags, eyewear, and electronics; online retail services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 01/22/2022 – 01/22/2023



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. (Stylized) 	Chile – (CL)	C. Wonder Licensing LLC	988,313	01/24/2013	4: Candles	Registered  Renewal due 01/24/2022 – 01/24/2023
C. (Stylized) 	Chile – (CL)	C. Wonder Licensing LLC	988,315	01/22/2013	9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor	Registered  Renewal due 01/22/2022 – 01/23/2023
C. (Stylized) 	China P.R. - (CN)	C. Wonder Licensing LLC	1,094,638	10/03/2011	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 10/03/2020 – 10/03/2021
C. (Stylized) 	China P.R. - (CN)	C. Wonder Licensing LLC	11,582,681	04/28/2014	35: presentation of goods on communication media, for retail purposes; commercial information and advice for consumers (consumer advice shop); outsourcing services (business assistance); sales promotion (for others); procurement services for others (purchasing goods and services for other businesses); personnel recruitment; relocation services for business; administrative processing of purchase orders; computer registration services; sponsorship search	Registered  Renewal due 04/28/2023 – 04/28/2024
C. (Stylized) 	China P.R. - (CN)	C. Wonder Licensing LLC	1,096,520	10/03/2011	4: Candles  9: Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely; cell phone cases, and audio headphones  14: Jewelry, namely, earrings, necklaces, bracelets, and watches  18: Casual sport bags; all-purpose athletic bags; sports bags; luggage; duffle bags; book bags; messenger bags; purses; wallets; key cases; umbrellas; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags  20: Decorative boxes made of wood  25: Clothing namely, shirts, pants, sweaters, and shoes	Registered  Renewal due 10/03/2021 – 10/03/2022

<b>Mark</b>	<b>Country (Sorted ↓)</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>International Class + Goods/Services</b>	<b>Status</b>
C. WONDER	China P.R. - (CN)	C. Wonder LLC	13,466,888	10/28/2015	14: Jewelry; key chain (jewelry); earrings; necklaces [jewelry]; bracelets [jewelry]; key rings [trinkets or fobs]	Registered  Renewal due 10/28/2024 – 10/28/2025
C. WONDER	China P.R. - (CN)	C. Wonder LLC	10,873,730	11/06/2025	35: Presentation of goods on communication media, for retail purposes; commercial information and advice for consumers [consumer advice shop]; outsourcing services [business assistance]; sales promotion [for others]; procurement services for others [purchasing goods and services for other businesses]; personnel recruitment; businesses (relocation services for-); administrative processing of purchase orders; computer registration services; sponsorship search	Registered  Renewal due 11/06/2024 – 11/06/2025

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Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	China P.R. - (CN)	C. Wonder Licensing LLC	1,082,027	03/18/2011	<p>4: Candles</p> <p>9: Eyewear namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, cell phones cases, and audio headphones</p> <p>18: Leather goods, namely, briefcases; casual sport bags; all-purpose athletic bags; sports bags; luggage; duffle bags; book bags; messenger bags; purses; wallets; key cases; leather key chains; cosmetic cases sold empty, umbrellas; hand bags; tote bags; umbrellas; briefcase type portfolios, luggage tags</p> <p>20: Key fobs not of metal</p> <p>21: Beverage glassware; serving trays</p> <p>25: Clothing, namely shirts, pants, sweaters, jackets, coats, shoes, boots, skirts, dresses, blouses, belts, and scarves</p>	Registered  Renewal due 03/18/2020 – 03/18/2021
C. WONDER (Stylized)  	China P.R. - (CN)	C. Wonder Licensing LLC	1,096,519	10/03/2011	<p>18: Casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags</p> <p>21: Household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; candle holders; serving trays</p>	Registered  Renewal due 10/03/2021 – 10/03/2022

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	China P.R. - (CN)	C. Wonder LLC	11,377,322	07/21/2016	35: business (relocation services);sponsorship search	Registered  Renewal due 07/20/2025 – 07/20/2026
C. WONDER (Stylized) 	China P.R. – (CN)	C. Wonder Licensing LLC	1,094,439	10/03/2011	4: candles  9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor  16: stationery, namely, journals and note cards; paperweights; pens  20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood  35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 10/03/2020 – 10/03/2021

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. (Stylized) 	European Union Trademark - (EM)	C. Wonder Licensing LLC	1,094,638	09/05/2012	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 10/03/2020 – 10/03/2021
C. (Stylized) 	European Union Trademark - (EM)	C. Wonder Licensing LLC	1,096,520	10/03/2011	4: candles  9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor  18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags; tote bags  20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood  35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 10/03/2020 – 10/03/2021


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	European Union Trademark - (EM)	C Wonder Licensing, LLC	1,082,027	03/18/2011	<p>4: candles</p> <p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>16: stationery, namely, journals and note cards; paperweights; pens</p> <p>20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p>21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays</p> <p>25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits</p> <p>35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>	<p>Registered</p> <p>Renewal Due 03/18/2020 – 03/18/2021</p>










Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	European Union Trademark - (EM)	C. Wonder Licensing LLC	1,096,519	10/03/2011	<p>18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags tote bags</p> <p>21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays</p>	Registered  Renewal due 10/03/2020 – 10/03/2021
C. WONDER (Stylized) 	European Union Trademark - (EM)	C. Wonder Licensing LLC	1,094,439	10/03/2011	<p>4: candles</p> <p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>16: stationery, namely, journals and note cards; paperweights; pens</p> <p>20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p>35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>	Registered  Renewal due 10/03/2020 – 10/03/2021

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER LIMITED	European Union Trademark - (EM)	C. Wonder Licensing LLC	14,492,334	12/18/2015	<p>9: Eyewear; eyeglasses; sunglasses; lenses for sunglasses; eyeglass frames; sunglass frames; opera glasses; reading glasses; spectacles; eyeglass, sunglass and spectacle cases; eyeglass, sunglass and spectacle straps; eyeglass, sunglass and spectacle chains; related accessories, namely, hard cases for eyewear and soft pouches for eyewear; parts and fittings for eyeglasses, sunglasses and spectacles</p> <p>14: Timepieces; women's and men's cuff bracelets; costume jewelry; jewelry.</p> <p>25: Clothing, namely, belts [clothing], jackets, gloves, dresses, coats, sweaters, tights, leggings, socks, knee highs, shirts, suits, pants, slacks, trousers, gowns, jumpsuits, blouses, skirts, hosiery, panty hose stockings, jeans, shorts, sweaters, sweatshirts, hooded shirts and sweatshirts, vests, t-shirts, overalls, swimsuits, underwear briefs and tops, bras and panties, lingerie, slips, camisoles, hosiery, shapewear, namely, girdles, body shapers, bodysuits, sleepwear and loungewear; knit bottoms, tops, and trousers; woven bottoms, tops, and trousers; wedding gowns; aprons; bibs of cloth for children; bridal apparel and accessories, namely, bridal gowns and bridesmaid dresses; children's and infant's apparel, namely, pants, shirts, t-shirts, skirts, dresses, coats, jackets, sweaters and socks; neckwear; footwear; headwear</p>	Registered  Renewal due 8/21/2024- 8/21/2025




Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	Hong Kong - (HK)	C. Wonder Licensing LLC	301,870,713	03/28/2011	<p>4: candles</p> <p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>16: stationery, namely, journals and note cards; paperweights; pens</p> <p>18: leather goods, namely, briefcases, casual sport bags; all-purpose athletic bags; sports bags; luggage; duffle bags; book bags; messenger bags; purses; wallets; key cases; umbrellas; hand bags; tote bags; umbrellas; briefcase type portfolios, luggage tags</p> <p>21: household utensils; cookware; bakeware; glassware; candle holders; serving trays</p> <p>25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits</p> <p>35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>	<p>Registered</p> <p>Renewal due 03/28/2020 – 03/28/2021</p>

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
<p>C. WONDER (Stylized)</p> 	Hong Kong - (HK)	C. Wonder Licensing LLC	302,047,518	10/03/2011	<p>4: industrial oils and greases; lubricants; dust absorbing, wetting and binding compositions; fuels (including motor spirit) and illuminants; candles, wicks</p> <p>16: paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; printing blocks</p> <p>18: leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides; trunks and travelling bags; umbrellas, parasols and walking sticks; whips, harness and saddlery</p> <p>21: household or kitchen utensils and containers (not of precious metal or coated therewith); combs and sponges; brushes (except paint brushes); brush-making materials; articles for cleaning purposes; steelwool; unworked or semi-worked glass (except glass used in building); glassware, porcelain and earthenware not included in other classes</p> <p>21: household or kitchen utensils and containers (not of precious metal or coated therewith); combs and sponges; brushes (except paint brushes); brush-making materials; articles for cleaning purposes; steelwool; unworked or semi-worked glass (except glass used in building); glassware, porcelain and earthenware not included in other classes</p>	<p>Registered</p> <p>Renewal due 10/03/2021 – 10/03/2022</p>





Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	India - (IN)	C. Wonder LLC	2,360,548	07/09/2012	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 07/09/2022
C. (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000438277	11/24/2014	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered  Renewal due 04/04/2020 - 04/04/2021

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000437689	11/24/2014	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 04/04/2020 - 04/04/2021
C. (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000437690	11/24/2014	18: leather goods, namely, briefcases, casual sport bags; all-purpose athletic bags; sports bags; luggage; duffle bags; book bags; messenger bags; purses; wallets; key cases; umbrellas; hand bags; tote bags; umbrellas; briefcase type portfolios, luggage tags	Registered  Renewal due 04/04/2020 - 04/04/2021
C. (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000437692	11/24/2014	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered  Renewal due 04/04/2020 - 04/04/2021
C. (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000437688	11/24/2014	21: household utensils; cookware; bakeware; glassware; candle holders; serving trays	Registered  Renewal due 04/04/2020 - 04/04/2021
C. (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000435984	11/06/2014	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 04/04/2020 - 04/04/2021
C. (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000445057	01/20/2015	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 04/04/2020 - 04/04/2021

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000434176	11/06/2014	4: candles	Registered  Renewal due 04/04/2020 - 04/04/2021
C. (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000451336	01/26/2015	9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor	Registered  Renewal due 04/04/2020 - 04/04/2021
C. WONDER	Indonesia - (ID)	C. Wonder LLC	IDM000400125	10/09/2013	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered  Renewal due 11/15/2020 - 11/15/2021
C. WONDER	Indonesia - (ID)	C. Wonder LLC	IDM000423075	02/09/2014	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 11/15/2020 - 11/15/2021
C. WONDER	Indonesia - (ID)	C. Wonder LLC	IDM000400141	10/09/2013	18: leather goods, namely, briefcases, casual sport bags; all-purpose athletic bags; sports bags; luggage; duffle bags; book bags; messenger bags; purses; wallets; key cases; umbrellas; hand bags; tote bags; umbrellas; briefcase type portfolios, luggage tags	Registered  Renewal due 11/15/2020 - 11/15/2021
C. WONDER	Indonesia - (ID)	C. Wonder LLC	IDM000400122	10/09/2013	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered  Renewal due 11/15/2020 - 11/15/2021


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	Indonesia - (ID)	C. Wonder LLC	IDM000400123	10/09/2013	21: household utensils; cookware; bakeware; glassware; candle holders; serving trays	Registered Renewal due 11/15/2020 - 11/15/2021
C. WONDER	Indonesia - (ID)	C. Wonder LLC	IDM000417768	07/10/2014	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered Renewal due 11/15/2020 - 11/15/2021
C. WONDER	Indonesia - (ID)	C. Wonder LLC	IDM000406917	02/10/2014	4: candles	Registered Renewal due 11/15/2020 - 11/15/2021
C. WONDER (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000438654	11/24/2014	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered Renewal due 04/04/2020 - 04/04/2021
C. WONDER (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000437691	11/24/2014	18: leather goods, namely, briefcases, casual sport bags; all-purpose athletic bags; sports bags; luggage; duffle bags; book bags; messenger bags; purses; wallets; key cases; umbrellas; hand bags; tote bags; umbrellas; briefcase type portfolios, luggage tags	Registered Renewal due 04/04/2020 - 04/04/2021
C. WONDER (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000438653	11/24/2014	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered Renewal due 04/04/2020 - 04/04/2021






Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000438652	11/24/2014	21: household utensils; cookware; bakeware; glassware; candle holders; serving trays	Registered  Renewal due 04/04/2020 - 04/04/2021
C. WONDER (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000469404	04/15/2015	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 04/04/2020 - 04/04/2021
C. WONDER (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000445056	01/20/2015	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 04/04/2020 - 04/04/2021
C. WONDER (Stylized) 	Indonesia - (ID)	C. Wonder LLC	IDM000435989	11/06/2014	4: candles	Registered  Renewal due 04/04/2020 - 04/04/2021
C. WONDER	International - (designating Australia, Bahrain, China, European Union, Israel, Japan, Oman, Singapore, South Korea, Turkey)	C. Wonder Licensing LLC	1,082,027	03/18/2011	4: candles  9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor  14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal  16: stationery, namely, journals and note cards; paperweights; pens  20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood  21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays  25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal Due 03/18/2020 – 03/18/2021

					35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	
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Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. (Stylized) 	International - (designating Australia, China, European Union, Japan, South Korea, Singapore, Turkey)	C. Wonder Licensing LLC	1,096,520	10/03/2011	<p>4: candles</p> <p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags; tote bags</p> <p>20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p>35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>	Registered  Renewal due 10/03/2020 – 10/03/2021

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. (Stylized) 	International - (designating Australia, China, European Union, Japan, Singapore, Turkey)	C. Wonder Licensing LLC	1,094,638	10/03/2011	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 10/03/2020 – 10/03/2021
C. WONDER (Stylized) 	International - (designating Australia, China, European Union, Japan, Singapore, South Korea, Turkey)	C. Wonder Licensing LLC	1,096,519	10/03/2011	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags tote bags  21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays	Registered  Renewal due 10/03/2020 – 10/03/2021



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
<p>C. WONDER (Stylized)</p> 	<p>International - (designating Australia, China, European Union, Japan, Singapore, South Korea, Turkey )</p>	<p>C. Wonder Licensing LLC</p>	<p>1,094,439</p>	<p>10/03/2011</p>	<p>4: candles</p> <p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>16: stationery, namely, journals and note cards; paperweights; pens</p> <p>20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p>35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>	<p>Registered</p> <p>Renewal due 10/03/2020 – 10/03/2021</p>

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	Israel - (IL)	C. Wonder Licensing LLC	1,082,027	03/18/2011	<p>4: candles</p> <p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal</p> <p>16: stationery, namely, journals and note cards; paperweights; pens</p> <p>20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p>21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays</p> <p>25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits</p> <p>35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>	<p>Registered</p> <p>Renewal Due 03/18/2020 – 03/18/2021</p>





Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. (Stylized) 	Japan - (JP)	C. Wonder Licensing LLC	1,094,638	10/03/2011	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 10/03/2020 – 10/03/2021
C. (Stylized) 	Japan - (JP)	C. Wonder LLC	1,096,520	10/03/2011	4: candles  9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor  18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags; tote bags  20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood  35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 10/03/2020 – 10/03/2021

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	Japan - (JP)	C. Wonder Licensing LLC	1,082,027	03/18/2011	<p>4: candles</p> <p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal</p> <p>16: stationery, namely, journals and note cards; paperweights; pens</p> <p>20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p>21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays</p> <p>25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits</p> <p>35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>	<p>Registered</p> <p>Renewal Due 03/18/2020 – 03/18/2021</p>










Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	Japan - (JP)	C. Wonder Licensing LLC	1,096,519	10/03/2011	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags tote bags  21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays	Registered  Renewal due 10/03/2020 – 10/03/2021
C. WONDER (Stylized) 	Japan - (JP)	C. Wonder Licensing LLC	1,094,439	10/03/2011	4: candles  9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor  16: stationery, namely, journals and note cards; paperweights; pens  20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood  35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 10/03/2020 – 10/03/2021





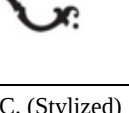
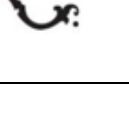
<b>Mark</b>	<b>Country (Sorted ↓)</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>International Class + Goods/Services</b>	<b>Status</b>
C. WONDER	Kuwait - (KW)	C. Wonder Licensing LLC	127,499	12/01/2015	18: leather goods, namely, briefcases, casual sport bags; all-purpose athletic bags; sports bags; luggage; duffle bags; book bags; messenger bags; purses; wallets; key cases; umbrellas; hand bags; tote bags; umbrellas; briefcase type portfolios, luggage tags	Registered  Renewal due 09/25/2022 – 09/25/2023
C. WONDER	Kuwait - (KW)	C. Wonder Licensing LLC	127,500	12/01/2015	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered  Renewal due 09/25/2022 – 09/25/2023
C. WONDER	Kuwait - (KW)	C. Wonder Licensing LLC	127,501	12/01/2015	21: household utensils; cookware; bakeware; glassware; candle holders; serving trays	Registered  Renewal due 09/25/2022 – 09/25/2023
C. WONDER	Kuwait - (KW)	C. Wonder Licensing LLC	127,502	12/01/2015	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 09/25/2022 – 09/25/2023
C. WONDER	Kuwait - (KW)	C. Wonder Licensing LLC	127,503	12/01/2015	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 09/25/2022 – 09/25/2023





Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Arabic) (Stylized) 	Kuwait - (KW)	C. Wonder LLC	127,511	12/01/2015	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 11/27/2022 – 11/27/2023
C. WONDER (Arabic) (Stylized) 	Kuwait - (KW)	C. Wonder LLC	127,512	12/01/2015	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 11/27/2022 – 11/27/2023
C. WONDER	Lebanon - (LB)	C. Wonder LLC	150,331	05/20/2013	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal Due 05/20/2027 – 05/20/2028
C. (Stylized) 	Malaysia - (MY)	C. Wonder LLC	2011053965	04/04/2011	18: Sport bags, other than adapted (shaped) to contain specific sports apparatus; athletic bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; leather wallets; key cases; umbrellas; briefcase-type portfolios; cosmetic cases (not fitted); luggage tags; hand bags; tote bags;	Registered  Renewal due 04/04/2021
C. (Stylized) 	Malaysia - (MY)	C. Wonder LLC	2011053961	04/04/2011	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 04/04/2020 – 04/04/2021

<b>Mark</b>	<b>Country (Sorted ↓)</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>International Class + Goods/Services</b>	<b>Status</b>
C. WONDER	Malaysia - (MY)	C. Wonder LLC	2011052824	08/11/2011	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered  Renewal due 08/11/2020 – 08/11/2021
C. WONDER	Malaysia - (MY)	C. Wonder LLC	2011052826	09/11/2011	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 08/11/2020 – 08/11/2021
C. WONDER	Malaysia - (MY)	C. Wonder LLC	2011052827	08/11/2011	18: leather and imitations of leather, and goods made of these materials and not included in other classes; sport bags, other than adapted (shaped) to contain specific sports apparatus; athletic bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses, leather wallets; key cases; umbrellas; briefcase-type portfolios; cosmetic cases (not fitted); luggage tags; hand bags; tote bags	Registered  Renewal due 08/11/2020 – 08/11/2021
C. WONDER	Malaysia - (MY)	C. Wonder LLC	2011052828	08/11/2011	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered  Renewal due 08/11/2020 – 08/11/2021
C. WONDER	Malaysia - (MY)	C. Wonder LLC	2011052831	08/11/2011	21: household or kitchen utensils and containers (not of precious metal or coated therewith); combs and sponges, brushes (except paint brushes); brush-making materials; articles for cleaning purposes; steelwool; unworked or semi-worked glass (except glass used in building); glassware; porcelain and earthenware not included in other classes	Registered  Renewal due 08/11/2020 – 08/11/2021

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	Malaysia - (MY)	C. Wonder LLC	2011052832	08/11/2011	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 08/11/2020 – 08/11/2021
C. WONDER	Malaysia - (MY)	C. Wonder LLC	2011052834	08/11/2011	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 08/11/2020 – 08/11/2021
C. WONDER	Malaysia - (MY)	C. Wonder LLC	2011052821	08/11/2011	4: candles	Registered  Renewal due 08/11/2020 – 08/11/2021
C. WONDER	Malaysia - (MY)	C. Wonder LLC	2011052822	08/11/2011	9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor	Registered  Renewal due 08/11/2020 – 08/11/2021
C. WONDER (Stylized) 	Malaysia - (MY)	C. Wonder LLC	2011053958	04/04/2011	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered  Renewal due 04/04/2020 – 04/04/2021








Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	Malaysia - (MY)	C. Wonder LLC	2011053957	08/29/2014	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 04/04/2020 – 04/04/2021
C. WONDER (Stylized) 	Malaysia - (MY)	C. Wonder LLC	201103956	09/18/2013	18: sport bags, other than adapted (shaped) to contain specific sports apparatus; athletic bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; leather wallets; key cases; umbrellas; briefcase-type portfolios; cosmetic cases (not fitted); luggage tags; hand bags; tote bags	Registered  Renewal due 04/04/2020 – 04/04/2021
C. WONDER (Stylized) 	Malaysia - (MY)	C. Wonder LLC	2011053955	05/02/2013	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered  Renewal due 04/04/2020 – 04/04/2021
C. WONDER (Stylized) 	Malaysia - (MY)	C. Wonder LLC	2011053954	09/18/2013	21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays	Registered  Renewal due 04/04/2020 – 04/04/2021
C. WONDER (Stylized) 	Malaysia - (MY)	C. Wonder LLC	2011053953	08/26/2014	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip- flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 04/04/2020 – 04/04/2021
C. WONDER (Stylized) 	Malaysia - (MY)	C. Wonder LLC	2011053952	03/03/2015	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 04/04/2020 – 04/04/2021







Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	Malaysia - (MY)	C. Wonder LLC	2011053960	09/21/2013	4: candles	Registered  Renewal due 04/04/2020 – 04/04/2021
C. WONDER (Stylized) 	Malaysia - (MY)	C. Wonder LLC	2011053959	04/25/2013	9 : eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor	Registered  Renewal due 04/04/2020 – 04/04/2021
C. (Stylized) 	Malaysia – (MY)	C. Wonder LLC	2011053967	04/04/2011	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered  Renewal due 04/04/2020 – 04/04/2021
C. (Stylized) 	Malaysia – (MY)	C. Wonder LLC	2011053966	04/04/2011	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 04/04/2020 – 04/04/2021
C. (Stylized) 	Malaysia – (MY)	C. Wonder LLC	2011053964	04/04/2011	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered  Renewal due 04/04/2020 – 04/04/2021
C. (Stylized) 	Malaysia – (MY)	C. Wonder LLC	2011053963	04/04/2011	21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays	Registered  Renewal due 04/04/2020 – 04/04/2021





Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. (Stylized) 	Malaysia – (MY)	C. Wonder LLC	2011053962	04/04/2011	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 04/04/2020 – 04/04/2021
C. (Stylized) 	Malaysia – (MY)	C. Wonder LLC	2011053969	04/04/2011	4: Candles	Registered  Renewal due 04/04/2020 – 04/04/2021
C. (Stylized) 	Malaysia – (MY)	C. Wonder LLC	2011053968	04/04/2011	9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor	Registered  Renewal due 04/04/2020 – 04/04/2021
C. (Stylized) 	Mexico - (MX)	C. Wonder LLC	1,304,075	08/16/2012	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags tote bags	Registered  Renewal due 10/04/2020 – 10/04/2021
C. WONDER	Mexico - (MX)	C. Wonder LLC	1,231,699	08/08/2011	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 03/30/2020 – 03/30/2021
C. WONDER	Mexico - (MX)	C. Wonder LLC	1,302,642	08/09/2012	18: leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags tote bags	Registered  Renewal due 03/30/2020 – 03/30/2021





Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	Mexico - (MX)	C. Wonder LLC	1,231,700	08/08/2011	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered  Renewal due 03/30/2020 – 03/30/2021
C. WONDER	Mexico - (MX)	C. Wonder LLC	1,225,453	06/29/2011	21: household utensils; cookware; bakeware; glassware; candle holders; serving trays	Registered  Renewal due 03/30/2020 – 03/30/2021
C. WONDER	Mexico - (MX)	C. Wonder LLC	1,231,701	08/01/2011	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 03/30/2020 – 03/30/2021
C. WONDER	Mexico - (MX)	C. Wonder LLC	1,231,702	08/08/2011	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 03/30/2020 – 03/30/2021
C. WONDER	Mexico - (MX)	C. Wonder LLC	1,231,696	08/08/2011	4: candles	Registered  Renewal due 03/30/2020 – 03/30/2021
C. WONDER	Mexico - (MX)	C. Wonder LLC	1,231,697	08/08/2011	9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor	Registered  Renewal due 03/30/2020 – 03/30/2021



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	Mexico - (MX)	C. Wonder LLC	1,272,178	03/07/2012	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered Renewal due 10/04/2020 – 10/04/2021
C. WONDER (Stylized) 	Mexico - (MX)	C. Wonder LLC	1,272,179	03/07/2012	16: stationery, namely, journals and note cards; paperweights; pens	Registered Renewal due 10/04/2020 – 10/04/2021
C. WONDER (Stylized) 	Mexico - (MX)	C. Wonder LLC	1,304,074	08/16/2012	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags tote bags	Registered Renewal due 10/04/2020 – 10/04/2021
C. WONDER (Stylized) 	Mexico - (MX)	C. Wonder LLC	1,272,181	03/07/2012	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered Renewal due 10/04/2020 – 10/04/2021
C. WONDER (Stylized) 	Mexico - (MX)	C. Wonder LLC	1,272,002	03/06/2012	21: household and culinary utensils; kitchen utensils; baking utensils; glassware, candle holders; serving trays	Registered Renewal due 10/04/2020 – 10/04/2021
C. WONDER (Stylized) 	Mexico - (MX)	C. Wonder LLC	1,272,006	03/06/2012	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered Renewal due 10/04/2020 – 10/04/2021
C. WONDER (Stylized) 	Mexico - (MX)	C. Wonder LLC	1,272,008	03/06/2012	35: retail store services featuring clothing, furniture, jewelry, home accessories, office accessories, leather goods and bags, sunglasses and electronics	Registered Renewal due 10/04/2020 – 10/04/2021

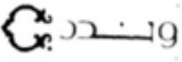


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	Mexico - (MX)	C. Wonder LLC	1,272,001	03/06/2012	4: candles	Registered  Renewal due 10/04/2020 – 10/04/2021
C. WONDER (Stylized) 	Mexico - (MX)	C. Wonder LLC	1,272,176	03/07/2012	9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor	Registered  Renewal due 10/04/2020 – 10/04/2021
C. (Stylized) 	Mexico – (MX)	C. Wonder LLC	1,272,013	03/09/2012	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered  Renewal due 10/04/2020 – 10/04/2021
C. (Stylized) 	Mexico – (MX)	C. Wonder LLC	1,272,015	03/09/2012	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 10/04/2020 – 10/04/2021
C. (Stylized) 	Mexico – (MX)	C. Wonder LLC	1,272,016	03/09/2012	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered  Renewal due 10/04/2020 – 10/04/2021
C. (Stylized) 	Mexico – (MX)	C. Wonder LLC	1,272,183	03/09/2012	21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays	Registered  Renewal due 10/04/2020 – 10/04/2021

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. (Stylized) 	Mexico – (MX)	C. Wonder LLC	1,272,928	03/09/2012	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered Renewal due 10/04/2020 – 10/04/2021
C. (Stylized) 	Mexico – (MX)	C. Wonder LLC	1,272,184	03/09/2012	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered Renewal due 10/04/2020 – 10/04/2021
C. (Stylized) 	Mexico – (MX)	C. Wonder LLC	1,272,010	03/09/2012	4: Candles	Registered Renewal due 10/04/2020 – 10/04/2021
C. (Stylized) 	Mexico – (MX)	C. Wonder LLC	1,272,012	03/09/2012	9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor	Registered Renewal due 10/04/2020 – 10/04/2021
C. WONDER	Mexico (MX)	C. Wonder LLC	1,231,698	08/08/2011	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered Renewal due 03/30/2020 – 03/30/2021
C. WONDER	New Zealand - (NZ)	C. Wonder LLC	961,335	01/04/2013	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered Renewal due 06/29/2021 – 06/29/2022

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	Oman - (OM)	C. Wonder Licensing LLC	1,082,027	03/18/2011	<p>4: candles</p> <p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal</p> <p>16: stationery, namely, journals and note cards; paperweights; pens</p> <p>20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p>21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays</p> <p>25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits</p> <p>35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>	<p>Registered</p> <p>Renewal Due 03/18/2020 – 03/18/2021</p>



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Arabic) (Stylized) 	Oman - (OM)	C. Wonder LLC	83,341	10/11/2015	25: Clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered Renewal due 12/04/2022 – 12/04/2023
C. WONDER (Arabic) (Stylized) 	Oman - (OM)	C. Wonder LLC	84,340	10/11/2015	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered Renewal due 12/04/2022 – 12/04/2023
C. WONDER	Qatar - (QA)	C. Wonder LLC	88,768	01/03/2016	18: Leather goods; casual sport bags; all-purpose athletic bags; sports bags; luggage;  backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key  cases; umbrellas; briefcase-type portfolios; cosmetic cases; umbrellas; luggage tags; handbags; tote bags	Registered Renewal due 04/23/2023 – 04/23/2024
C. WONDER	Qatar - (QA)	C. Wonder LLC	88,769	01/03/2016	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered Renewal due 04/23/2023 – 04/23/2024
C. WONDER	Qatar - (QA)	C. Wonder LLC	88,770	01/03/2016	21: household utensils; cookware; bakeware; glassware; candle holders; serving trays	Registered Renewal due 04/23/2023 – 04/23/2024


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Arabic) (Stylized) 	Qatar - (QA)	C. Wonder LLC	88,774	01/03/2016	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 04/23/2023 – 04/23/2024
C. WONDER	Qatar – (QA)	C. Wonder LLC	88,771	08/25/2016	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 04/22/2023 – 04/22/2024
C. WONDER	Qatar – (QA)	C. Wonder LLC	88,772	11/02/2016	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 04/22/2023 – 04/22/2024
C. WONDER (Arabic) (Stylized) 	Qatar – (QA)	C. Wonder LLC	88,773	08/25/2016	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 04/22/2023 – 04/22/2024
C. WONDER	Saudi Arabia - (SA)	C. Wonder LLC	143309404	06/05/2014	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 03/16/2021 – 03/16/2022

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Arabic) (Stylized) 	Saudi Arabia - (SA)	C. Wonder LLC	1435001548	03/14/2014	35: advertising; business management; business administration; office functions	Registered Renewal due 08/08/2022 – 08/08/2023
C. (Stylized) 	Singapore - (SG)	C. Wonder Licensing LLC	1,094,638	10/03/2011	16: stationery, namely, journals and note cards; paperweights; pens	Registered Renewal due 10/03/2020 – 10/03/2021
C. (Stylized) 	Singapore - (SG)	C. Wonder LLC	1,096,520	10/03/2011	4: candles  9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor  18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags; tote bags  20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood  35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered Renewal due 10/03/2020 – 10/03/2021







Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	Singapore - (SG)	C. Wonder Licensing LLC	1,082,027	03/18/2011	<p>4: candles</p> <p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal</p> <p>16: stationery, namely, journals and note cards; paperweights; pens</p> <p>20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p>21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays</p> <p>25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits</p> <p>35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>	<p>Registered</p> <p>Renewal Due 03/18/2020 – 03/18/2021</p>







Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	Singapore - (SG)	C. Wonder Licensing LLC	1,096,519	10/03/2011	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags tote bags  21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays	Registered  Renewal due 10/03/2020 – 10/03/2021
C. WONDER (Stylized) 	Singapore - (SG)	C. Wonder LLC	1,094,439	10/03/2011	4: candles  9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor  16: stationery, namely, journals and note cards; paperweights; pens  20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood  35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 10/03/2020 – 10/03/2021


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	South Africa - (ZA)	10/03/2021	2012/18013	06/24/2015	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered Renewal due 06/24/2024 – 06/24/2025
C. (Stylized) 	South Korea - (KR)	C. Wonder LLC	1,096,520	10/03/2011	4: candles  9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor  18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags; tote bags  20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood  35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered Renewal due 10/03/2020 – 10/03/2021

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	South Korea - (KR)	C. Wonder Licensing LLC	1,082,027	03/18/2011	<p>4: candles</p> <p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal</p> <p>16: stationery, namely, journals and note cards; paperweights; pens</p> <p>20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p>21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays</p> <p>25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits</p> <p>35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>	Registered  Renewal Due 03/18/2020 – 03/18/2021





Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized)  	South Korea - (KR)	C. Wonder Licensing LLC	1,096,519	10/03/2011	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags tote bags  21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays	Registered  Renewal due 10/03/2020 – 10/03/2021







Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized)  	South Korea - (KR)	C. Wonder LLC	1,094,439	10/03/2011	4: candles  9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor  16: stationery, namely, journals and note cards; paperweights; pens  20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood  35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 10/03/2020 – 10/03/2021
C. (Stylized)  	Thailand - (TH)	C. Wonder LLC	TM363982	04/18/2013	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered  Renewal due 10/03/2020 – 10/03/2021
C. (Stylized)  	Thailand - (TH)	C. Wonder LLC	TM366284	06/10/2013	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 10/03/2020 – 10/03/2021


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. (Stylized) 	Thailand - (TH)	C. Wonder LLC	TM363468	03/29/2013	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags tote bags	Registered  Renewal due 10/03/2020 – 10/03/2021
C. (Stylized) 	Thailand - (TH)	C. Wonder LLC	TM380516	10/04/2011	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered  Renewal due 10/03/2020 – 10/03/2021
C. (Stylized) 	Thailand - (TH)	C. Wonder LLC	TM379615	10/04/2011	21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays	Registered  Renewal due 10/03/2020 – 10/03/2021
C. (Stylized) 	Thailand - (TH)	C. Wonder LLC	TM361538	10/04/2011	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 10/03/2020 – 10/03/2021
C. (Stylized) 	Thailand - (TH)	C. Wonder LLC	SM62337	10/04/2011	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 10/03/2020 – 10/03/2021
C. (Stylized) 	Thailand - (TH)	C. Wonder LLC	TM361537	10/04/2011	4: candles	Registered  Renewal due 10/03/2020 – 10/03/2021

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. (Stylized) 	Thailand - (TH)	C. Wonder LLC	TM379899	10/04/2011	9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor	Registered  Renewal due 10/03/2020 – 10/03/2021
C. WONDER	Thailand - (TH)	C. Wonder LLC	TM363156	03/25/2013	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered  Renewal due 08/19/2020 – 08/19/2021
C. WONDER	Thailand - (TH)	C. Wonder LLC	TM373090	08/19/2011	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 08/19/2020 – 08/19/2021
C. WONDER	Thailand - (TH)	C. Wonder LLC	TM373893	08/19/2011	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered  Renewal due 08/19/2020 – 08/19/2021
C. WONDER	Thailand - (TH)	C. Wonder LLC	TM373524	08/19/2011	21: household utensils; cookware; bakeware; glassware; candle holders; serving trays	Registered  Renewal due 08/19/2020 – 08/19/2021
C. WONDER	Thailand - (TH)	C. Wonder LLC	(816949)	(08/19/2011)	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Application rejected





Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	Thailand - (TH)	C. Wonder LLC	171,129,535	08/19/2011	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 08/18/2021
C. WONDER	Thailand - (TH)	C. Wonder LLC	TM361937	02/21/2013	4: candles	Registered  Renewal due 08/19/2020 – 08/19/2021
C. WONDER (Stylized) 	Thailand - (TH)	C. Wonder LLC	TM363158	03/25/2013	14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal	Registered  Renewal due 10/03/2020 – 10/03/2021
C. WONDER (Stylized) 	Thailand - (TH)	C. Wonder LLC	TM363467	03/24/2013	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 10/03/2020 – 10/03/2021
C. WONDER (Stylized) 	Thailand - (TH)	C. Wonder LLC	SM59436	10/04/2011	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags tote bags	Registered  Renewal due 10/03/2020 – 10/03/2021
C. WONDER (Stylized) 	Thailand - (TH)	C. Wonder LLC	TM380850	10/04/2011	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Registered  Renewal due 10/04/2020 – 10/04/2021


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	Thailand - (TH)	C. Wonder LLC	TM367163	10/04/2011	21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays	Registered  Renewal due 10/04/2020 – 10/04/2021
C. WONDER (Stylized) 	Thailand - (TH)	C. Wonder LLC	171126446	04/04/2021	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 10/03/2021
C. WONDER (Stylized) 	Thailand - (TH)	C. Wonder LLC	(822902)	(10/14/2011)	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Filed  Pending further examination
C. WONDER (Stylized) 	Thailand - (TH)	C. Wonder LLC	TM361536	10/04/2011	4: candles	Registered  Renewal due 10/04/2020 – 10/04/2021
C. WONDER (Stylized) 	Thailand - (TH)	C. Wonder LLC	171,111,349	10/04/2011	9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor	Registered  Renewal due 10/03/2020 – 10/03/2021
C. (Stylized) 	Turkey - (TR)	C. Wonder Licensing LLC	1,094,638	10/03/2011	16: stationery, namely, journals and note cards; paperweights; pens	Registered  Renewal due 10/03/2020 – 10/03/2021

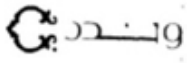



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
<p>C. (Stylized)</p> 	Turkey - (TR)	C. Wonder LLC	1,096,520	10/03/2011	<p>4: candles</p> <p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags; tote bags</p> <p>20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p>35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics</p>	<p>Registered</p> <p>Renewal due 10/03/2020 – 10/03/2021</p>
C. WONDER	Turkey - (TR)	C. Wonder Licensing LLC	1,082,027	07/10/2013	<p>4: candles</p> <p>9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor</p> <p>14: jewelry, namely, earrings, necklaces, bracelets, and watches; decorative boxes made of precious metal</p> <p>16: stationery, namely, journals and note cards; paperweights; pens</p> <p>20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood</p> <p>21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays</p> <p>25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip-flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits</p>	<p>Registered</p> <p>Renewal Due 03/18/2020 – 03/18/2021</p>





					35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	
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Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	Turkey - (TR)	C. Wonder Licensing LLC	1,096,519	10/03/2011	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags tote bags  21: household utensils, namely, graters, spatulas, sieves, strainers, turners, kitchen tongs, and whisks; cookware, namely, pots and pans; bakeware; beverage glassware; candle holders; serving trays	Registered  Renewal due 10/03/2020 – 10/03/2021
C. WONDER (Stylized) 	Turkey - (TR)	C. Wonder LLC	1,094,439	10/03/2011	4: candles  9: eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor; electronics, namely, mp3 players and cases therefor, cell phones and cases therefor; cameras and cases therefor, and audio headphones and cases therefor  16: stationery, namely, journals and note cards; paperweights; pens  20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood  35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 10/03/2020 – 10/03/2021

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	United Arab Emirates - (AE)	C. Wonder LLC	198838	09/30/2013	18: leather goods; casual sport bags; all- purpose athletic bags; sports bags; luggage; backpacks; duffle bags; fanny packs; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases; key fobs; umbrellas; luggage tags; hand bags; tote bags	Pending
C. WONDER	United Arab Emirates - (AE)	C. Wonder LLC	198839	09/30/2013	20: furniture for house, office and garden; residential and commercial furniture; picture frames; decorative boxes made of wood	Pending
C. WONDER	United Arab Emirates - (AE)	C. Wonder LLC	198841	09/30/2013	21: household utensils; cookware; bakeware; glassware; candle holders; serving trays	Pending
C. WONDER	United Arab Emirates - (AE)	C. Wonder LLC	198842	09/30/2013	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip- flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Pending
C. WONDER	United Arab Emirates - (AE)	C. Wonder LLC	176783	04/22/2014	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 07/18/2021 – 07/18/2022
C. WONDER (Arabic) (Stylized) 	United Arab Emirates - (AE)	C. Wonder LLC	201728	11/27/2014	25: clothing, namely, shirts, pants, sweaters, jackets, coats, hats, shoes, flip- flops, boots, sandals, sneakers, skirts, dresses, blouses, belts, scarves, and bathing suits	Registered  Renewal due 11/27/2022 – 11/27/2023

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Arabic) (Stylized) 	United Arab Emirates - (AE)	C. Wonder LLC	201729	11/27/2013	35: retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, furniture, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  Renewal due 11/27/2022 – 11/27/2023
C. (Stylized) 	USA - (US)	C Wonder Licensing, LLC	4,301,959	03/12/2013	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; duffle bags; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags	Registered  8 & 15 due 03/12/2018 – 03/12/2019
C. (Stylized) 	USA - (US)	C Wonder Licensing, LLC	4,649,448	12/02/2014	20: decorative boxes made of wood	Registered  8 & 15 due 12/02/2019 – 12/02/2020
C. (Stylized) 	USA - (US)	C Wonder Licensing, LLC	4,649,447	12/02/2014	25: clothing namely, shirts, pants, sweaters, and shoes	Registered  8 & 15 due 12/02/2019 – 12/02/2020
C. WONDER	USA - (US)	C Wonder Licensing, LLC	4,109,675	03/06/2012	14: Jewelry, namely, earrings, necklaces, bracelets, and watches	Registered  Renewal due 03/06/2021 – 03/06/2022
C. WONDER	USA - (US)	C Wonder Licensing, LLC	4,243,712	11/13/2012	18: umbrellas; briefcase-type portfolios; luggage tags  20: Key fobs not of metal	Grace Period; Section 8 & 15 due 05/13/2019

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER	USA - (US)	C Wonder Licensing, LLC	4,110,336	03/06/2012	18: wallets; cosmetic cases sold empty; hand bags; tote bags	Registered  Renewal due 03/06/2021 – 03/06/2022
C. WONDER	USA - (US)	C Wonder Licensing, LLC	4,632,612	11/04/2014	21: beverage glassware; serving trays	Registered  8 & 15 due 11/04/2019 – 11/04/2020
C. WONDER	USA - (US)	C Wonder Licensing, LLC	4,429,109	11/05/2013	6: Key fobs of common metal	Registered  8 & 15 due 11/05/2018 – 11/05/2019
C. WONDER (Stylized) 	USA - (US)	C Wonder Licensing, LLC	4,129,752	04/17/2012	14: Jewelry, namely, earrings, necklaces, bracelets, and watches	Registered  Renewal due 04/17/2021 – 04/17/2022
C. WONDER (Stylized) 	USA - (US)	C Wonder Licensing, LLC	4,653,129	12/09/2014	16: stationery, namely, journals and notes cards	Registered  8 & 15 due 12/09/2019 – 12/09/2020
C. WONDER (Stylized) 	USA - (US)	C Wonder Licensing, LLC	4,301,958	03/12/2013	18: casual sport bags; all-purpose athletic bags; sports bags; luggage; duffle bags; book bags; messenger bags; purses; wallets; key cases; umbrellas; leather key chains; briefcase-type portfolios; cosmetic cases sold empty; luggage tags; hand bags, tote bags	Registered  8 & 15 due 03/12/2018 – 03/12/2019
C. WONDER (Stylized) 	USA - (US)	C Wonder Licensing, LLC	4,653,128	12/09/2014	20: picture frames; decorative boxes made of wood	Registered  8 & 15 due 12/09/2019 – 12/09/2020




Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER (Stylized) 	USA - (US)	C Wonder Licensing, LLC	4,653,127	12/09/2014	25: hats, flip-flops, sandals, sneakers	Registered  8 & 15 due 12/09/2019 – 12/09/2020
C. WONDER (Stylized) 	USA - (US)	C Wonder Licensing, LLC	4,140,395	05/08/2012	25: namely, shirts, pants, sweaters, jackets, coats, shoes, boots, skirts, dresses, blouses, belts, and scarves	Registered  Renewal due 12/09/2024
C. WONDER (Stylized) 	USA - (US)	C Wonder Licensing, LLC	4,633,782	11/04/2014	35: Retail store services featuring clothing, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics; online retail store services featuring clothing, jewelry, housewares, stationery, leather goods and bags, eyewear, and electronics	Registered  8 & 15 due 11/04/2019 – 11/04/2020
C. WONDER (Stylized) 	USA - (US)	C Wonder Licensing, LLC	4,653,130	12/09/2014	9: mp3 players and cases therefore; cell phones cases	Registered  8 & 15 due 12/09/2019 – 12/09/2020

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
C. WONDER LIMITED	USA - (US)	C Wonder Licensing, LLC	(86/728013)	(08/18/2015)	<p>9: Eyewear; eyeglasses; sunglasses; lenses for sunglasses; eyeglass frames; sunglass frames; opera glasses; reading glasses; spectacles; eyeglass, sunglass and spectacle cases; eyeglass, sunglass and spectacle straps; eyeglass, sunglass and spectacle chains; related accessories, namely, hard cases for eyewear, soft pouches for both eyewear and lens cloths; structural and replacement parts for eyeglasses, sunglasses and spectacles</p> <p>14: Timepieces; women's and men's cuff bracelets; costume jewelry; jewelry</p> <p>18: Leather and imitations of leather, and goods made of these materials and not included in other classes, namely, handbags, carrying cases, wallets, attaché cases, briefcases, tote bags, luggage, knapsacks, change purses, business and credit card cases and holders, pouches; all-purpose sports and athletic bags; beach, book, carry-on, duffel, diaper, gym, leather shopping, shoulder, tote and travel bags; fanny packs and waist packs; backpacks; knapsacks; purses; garment bags for travel; satchels; luggage; luggage tags; trunks; suitcases; hat boxes for travel not of paper or cardboard; tool bags sold empty; briefcases; briefcase-type portfolios; men's clutches; business cases; business card cases; business tote bags; calling and credit card cases; key cases; leather key chains; wallets; banknote holders; billfolds; umbrellas; parasols; walking sticks; messenger bags, handbags, shopping tote bags, grocery tote bags</p> <p>25: Clothing, namely, belts, jackets, gloves, dresses, coats, sweaters, tights, leggings, socks, knee highs, shirts, suits, pants, slacks, trousers, gowns, jumpsuits, blouses, skirts, hosiery, panty hose stockings, jeans, shorts, sweaters, sweatshirts, hooded shirts and sweatshirts, vests, t-shirts, overalls, swimsuits, underwear, briefs and tops, bras and panties, lingerie, slips, camisoles, hosiery, shapewear, namely, girdles, body shapers, bodysuits, sleepwear and loungewear; knit bottoms, tops, and trousers; woven bottoms, tops, and trousers; wedding gowns; aprons; bibs of cloth for children; bridal apparel and accessories, namely, bridal gowns and bridesmaid dresses; children's and infant's apparel, namely, pants, shirts, t-shirts, skirts, dresses, coats, jackets, sweaters and socks; neckwear; footwear; headwear</p>	Filed  Statement of Use due 04/19/2019

16. Xcel Design Group, LLC:

<b>Mark</b>	<b>Country (Sorted ↓)</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>International Class + Goods/Services</b>	<b>Status</b>
#HIGHLINE	Canada - (CA)	Xcel Design Group, LLC	(1742804)	(08/21/2015)	<p>9: eye glasses, sunglasses</p> <p>14: watches</p> <p>18: handbags</p> <p>25: dresses; sportswear; denim jeans and denim shirts; mens', womens' and childrens 'fashion shoes, sandals, and slippers; mens' and womens' fashion boots</p>	<p>Filed</p> <p>Declaration of Use/Extension of Time Request due 08/21/2019</p>
HIGHLINE	Canada - (CA)	Xcel Design Group, LLC	(1742799)	(08/21/2015)	<p>9: eye glasses, sunglasses</p> <p>14: watches</p> <p>18: handbags</p> <p>25: dresses; sportswear; denim jeans and denim shirts; mens', womens' and childrens 'fashion shoes, sandals, and slippers; mens' and womens' fashion boots</p>	<p>Filed</p> <p>Declaration of Use/Extension of Time Request due 08/21/2019</p>



<b>Mark</b>	<b>Country (Sorted ↓)</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>International Class + Goods/Services</b>	<b>Status</b>
HIGHLINE COLLECTIVE	Canada - (CA)	Xcel Design Group, LLC	(1742801)	(08/21/2015)	9: eye glasses, sunglasses  14: watches  18: handbags  25: dresses; sportswear; denim jeans and denim shirts; mens', womens' and childrens 'fashion shoes, sandals, and slippers; mens' and womens' fashion boots	Filed  Declaration of Use/Extension of Time Request due 08/21/2018
NYC HIGHLINE	Canada - (CA)	Xcel Design Group, LLC	(1742806)	(08/21/2015)	9: eye glasses, sunglasses  14: watches  18: handbags  25: dresses; sportswear; denim jeans and denim shirts; mens', womens' and childrens 'fashion shoes, sandals, and slippers; mens' and womens' fashion boots	Filed  Declaration of Use/Extension of Time Request due 08/21/2019
52SEASONS	USA – (US)	Xcel Design Group, LLC	(87/599,301)	(09/07/2017)	18: handbags  25: Blazers; Blouses; Denim jackets; Denim jeans; Denim pants; Dresses; Footwear; Jackets; Shirts; Shorts; Skirts; Tops as clothing; Trousers	Filed  Statement of Use/Extension of Time Request due 03/13/2019

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
GIGI PARKER	USA – (US)	Xcel Design Group, LLC	(87/362,991)	(03/08/2017)	14: watches, jewelry  18: handbags  25: Dresses; Sportswear, namely, sports bras, tops, pants and bottoms, sweatshirts, sweatpants, t-shirts, and socks; Denim clothing, namely, denim pants, coats, jackets, skirts and jeans; footwear	Filed  Statement of Use/Extension of Time Request due 03/13/2019
GIGI PARKER and Design  	USA – (US)	Xcel Design Group, LLC	(87/152,252)	(08/26/2016)	14: watches  18: handbags  25: Dresses; Sportswear, namely, sports bras, tops, pants and bottoms, sweatshirts, sweatpants, t-shirts, and socks; Denim clothing, namely, denim pants, coats, jackets, skirts and jeans; footwear	Filed  Statement of Use/Extension of Time Request due 03/13/2019
HIGHLINE COLLECTIVE WHAT YOU WANT, NOW	USA – (US)	Xcel Design Group, LLC	(87/436,825)	(05/04/2017)	9: Eyewear  14: Watches  18: Handbags  25: Dresses; sportswear, namely, jackets, trousers, blazers, blouses, tops, shirts, shorts, skirts; denim jackets; denim jeans; denim pants; footwear	Filed  Statement of Use/Extension of Time Request due 04/10/2019


## 17. H Heritage Licensing, LLC:

<b>Mark</b>	<b>Country (Sorted ↓)</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>International Class + Goods/Services</b>	<b>Status</b>
HALSTON	Antigua and Barbuda	*H Heritage Licensing, LLC	1156	1/6/1978	16	*Pending assignment recordal
HALSTON	Argentina	*H Heritage Licensing, LLC	2544529	11/30/2012	25: only: natural skin or imitation clothing.	*Pending assignment recordal
HALSTON	Australia	*H Heritage Licensing, LLC	274979	12/27/1973	14: All goods included in this class 18: All goods included in this class 25: All goods included in this class	*Pending assignment recordal
HALSTON	Austria	*H Heritage Licensing, LLC	77283	12/11/1973	14: Precious metals and their alloys and goods made thereof (except cutlery, forks and spoons), jewelry, precious stones 18: List of goods and services Leather and imitations of leather, and goods made of these materials and not included in other classes; Animal skins, hides, trunks and traveling bags, traveling bags, umbrellas and parasols, walking sticks, whips, harness, saddlery 25: Clothing, including boots, shoes, slippers, fur clothing, hats and underwear.	*Pending assignment recordal
HALSTON	Barbados	*H Heritage Licensing, LLC	(81/25127)	(9/17/2008)	18	*Pending assignment recordal
HALSTON	Barbados	*H Heritage Licensing, LLC	(81/25128)	(9/17/2008)	25	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Benelux	*H Heritage Licensing, LLC	0585203	01/07/2024	<p>14: Precious metals and their alloys and articles made from them, as well as gilded and silver-plated articles (except knives, forks and spoons); ornaments, precious stones; timepieces and other time measuring instruments.</p> <p>16: Paper and paper goods (not included in other goods classes), cardboard and cardboard goods (not included in other classes of goods); printed matter; newspapers and magazines, books; bookbinding goods; photos; adhesives for stationery; materials for artists; brushes; typewriters and office requisites (except furniture); teaching aids and educational materials (except apparatus); block letters; clichés.</p> <p>18: Leather and imitations of leather, and goods made therefrom (not included in other classes of goods); hides and skins; suitcases and bags; umbrellas, umbrellas and canes; whips; horse harnesses and saddlery.</p> <p>25: Garments, including boots, shoes and slippers.</p> <p>26: Lace and embroidery; tape and laces; buttons, snaps, hooks and eyes, pins and needles; artificial flowers; wigs.</p>	*Pending assignment recordal
HALSTON	Bonaire, St. Eustatius and Saba	*H Heritage Licensing, LLC	4979	10/08/2011	<p>16: Paper and paper articles; cardboard and cardboard articles; printed matter, newspapers and periodicals, books, bookbinding materials, photograph, office and stationery, sewing patterns and patterns for making dresses.</p>	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Bonaire, St. Eustatius and Saba	*H Heritage Licensing, LLC	4978	10/08/2011	18: Leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins; trunks and travelling bags; umbrellas, parasols and walking sticks; whips, harness and saddlery. 25: Clothing, footwear, headgear; with the exception of clothing, footwear and headgear for children.	*Pending assignment recordal
HALSTON	Brazil	*H Heritage Licensing, LLC	811986977	12/26/1989	25: clothing and accessories of common use clothing; clothing and accessories of sports practice clothing; travel articles	*Pending assignment recordal
HALSTON	Brazil	*H Heritage Licensing, LLC	006986900	09/25/1979	25: Clothing and accessories of general clothing and travel articles; Clothes and accessories of clothing of common use.	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	Brazil	*H Heritage Licensing, LLC	840284144	01/09/2018	18: Handbags, handbags, wallets, holders, door credit cards, business card holder, leather carriers or leather imitations, leather carriers or leather imitations, bags, travel suitcases, loading suitcases for all purposes, shopping bags, sport bags, baggage, account files, bags, bags, documents; wallet in the form of wallets, frames for sold cosmetics and embroidery bags	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	Brazil	*H Heritage Licensing, LLC	840284136	01/09/2018	25: Saver tops, shirts, sweaters, sports, shoes, shorts, shorts, pants, dresses, dresses, tunics, jackets, jackets, suits, suits, leisure clothing, sports, blazers, sports shirts bathrooms, bathrooms, robots, cachecois, belts, gloves, lingerie, trading, footwear, ties, bag holds	*Pending assignment recordal



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON H HERITAGE (Stylized) 	Brazil	*H Heritage Licensing, LLC	840284128	10/20/2015	35: Retail sales services in the clothing area, intimate clothing and lingerie, footwear, belts, handbags, bags, pocket books and shopping bags, baggage, small leather products, glasses, knowledge, glass frames and your parts, sunglasses, sunglasses, sunglasses and sunglasses and accessories for sunglasses, knobs, neck straps and strips for fixing the glasses on the head that prevents treatment during use, pulse watches, jewelry and jewelry, imitations of precious stones, fragrances, bed sheets, shower dresses, bath towels, kitchen towels, table towels, covering for windows, carpets, furniture, candles	*Pending assignment recordal
HALSTON III	Brazil	*H Heritage Licensing, LLC	811309738	02/26/1985	25: Clothing and accessories of clothing in general and travel articles.	*Pending assignment recordal
H HALSTON	Canada	*H Heritage Licensing, LLC	(1734835)	(06/26/2015)	Eyewear, namely, eyeglasses; sunglasses, opera glasses, reading glasses, spectacles; lenses for sunglasses; eyeglass frames; sunglass frames; eyeglass, sunglass and spectacle cases; eyeglass, sunglass and spectacle straps; eyeglass, sunglass and spectacle chains; related accessories, namely, hard cases for eyewear, soft pouches for eyewear and lens cloths; parts and fittings for eyeglasses, sunglasses and spectacles; Timepieces; women's and men's cuff bracelets; costume jewelry; jewelry; leather and imitations of leather, and goods made of these materials, namely, handbags, carrying cases, wallets, attaché cases, briefcases, tote bags, luggage, knapsacks, change purses, business and credit card cases and holders, pouches; all-purpose sports and athletic bags; beach, book, luggage, travelling bags, suitcases, carry-all bags, duffel, diaper, gym, leather shopping, shoulder, tote and travel bags; fanny packs and waist packs; backpacks; knapsacks; purses; garment bags for travel; satchels; luggage; luggage tags; trunks; suitcases; hat boxes for travel not of paper or cardboard; tool bags sold empty; briefcases; briefcase-type portfolios; men's clutches; business cases; business card cases; business tote bags; calling and credit card cases; key cases; leather key chains; wallets; banknote holders; billfolds; umbrellas; parasols; walking sticks; messenger bags, handbags, shopping tote bags, grocery tote bags; Clothing, namely, belts, jackets, gloves, dresses, coats, sweaters, tights, leggings, socks, knee highs, shirts, suits, pants, slacks, trousers, gowns, jumpsuits, blouses, skirts, hosiery, panty hose stockings, jeans, shorts, sweaters, sweatshirts, hooded shirts and sweatshirts, vests, t-shirts, overalls, swimsuits, underwear briefs and tops, bras and panties, lingerie, slips, camisoles, hosiery, shape	*Pending assignment recordal

				wear, namely, girdles, body shapers, bodysuits, sleepwear and loungewear; knit bottoms, tops, and trousers; woven bottoms, tops, and trousers; wedding gowns; aprons; bibs of cloth for children; bridal apparel and accessories, namely, bridal gowns and bridesmaid dresses; children's and infant's apparel, namely, pants, shirts, t-shirts, skirts, dresses, coats, jackets, sweaters and socks; neckwear, namely, neck ties, bow ties, cravats, scarves, shawls; footwear, namely, shoes, boots, half-boots, sandals, slippers, evening footwear, beach footwear, sports footwear, outdoor winter footwear, bridal footwear; headwear, namely hats, bandanas, headbands, caps, toques, veils, head wreaths, tiaras, headscarves	
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Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Canada	*H Heritage Licensing, LLC	868357	01/07/2014	Handbags; wallets; tote bags; luggage; backpacks; travel bags; all-purpose carrying bags; sports bags; watches; sunglasses; eyeglass frames; sunglass and eyeglass accessories, namely, straps, neck cords and head straps which restrain eyewear from movement on the wearer; bed linens; bath linens; shower curtains; kitchen linens; table linens; window coverings; candles; rugs. On-line retail store services featuring handbags, wallets, tote bags, luggage, backpacks, travel bags, all-purpose carrying bags, sports bags, watches, sunglasses, eyeglass frames, sunglass and eyeglass accessories, namely, straps, neck cords and head straps which restrain eyewear from movement on the wearer, bed linens, bath linens, shower curtains, kitchen linens, table linens, window coverings, candles, rugs; retail store services featuring handbags, wallets, tote bags, luggage, backpacks, travel bags, all-purpose carrying bags, sports bags, watches, sunglasses, eyeglass frames, sunglass and eyeglass accessories, namely, straps, neck cords and head straps which restrain eyewear from movement on the wearer, bed linens, bath linens, shower curtains, kitchen linens, table linens, window coverings, candles, rugs.	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Canada	*H Heritage Licensing, LLC	(1585501)	(07/10/2012)	Table lamps, clamp-fixed lamps, wall lamps, ceiling lamps, floor lamps, suspension lamps, outdoor lamps, namely floor lamps, sun lamps, overhead lamps, electric lamps and garden lamps, theatre lighting equipment, namely spotlights, lampshade holders, lamp shades, chandeliers, neon lamps, lamp bases, light diffusers, sockets for electric lights; gas and electric cooking hobs and ranges; electric toasters, electric kettles; electric food warmers, namely warming drawers, hot food table, micro-wave, hot plates, plate warmers, table tops, electric stoves; electric roasters, electric tea and coffee machines for commercial and domestic use; electric coffee percolators for domestic use; refrigerators and freezers; hair driers, electric fans, air conditioners for domestic use; taps and faucets, saunas, sinks, showers, namely shower tubs, shower enclosures, shower door units; toilet bowls; humidifiers, dehumidifiers, electric vaporizers, namely electric vaporizers for perfume, electric medical vaporizers; Mirrors, cushions, pillows, mattresses, chairs, namely rocking chairs, lounge chairs, dining chairs, folding chairs, office chairs, side chairs, armchairs, and deck chairs, tables, benches, namely park benches, lounge benches, lobby benches, piano benches, armchairs; furniture, namely wall units; sofas, writing desks, wardrobes, cupboards, beds, shelves, chests of drawers, umbrella stands, tea carts, footstools, book cases, clothes hangers; Hairbrushes, fitted vanity cases, comb cases, hair combs, household cleaning sponges, egg cups not of precious metals, serving spoons, slotted spoons, basting spoons, mixing spoons, bread boxes, cake servers, casseroles, cruet stands not of precious metals for oil and vinegar, pepper grinders, spice pots, sugar bowls, canister sets, pitchers, pots, vases, gravy boats, kitchen pot lids, dishes lids, butter dishes, napkin holders, toothpick holders, non-electric kettles, non-electric coffee makers, plates, serving platters, saucepans, saucers, soup tureens, serving trays not of precious metals; decanters, bottle openers, cork screws, cups, jugs, bowls, mugs, drinking glasses, decorative glass boxes and plates, non-electric candelabras not of precious metals, candlesticks not of precious metals, flower pots and vases, glass vases, glass ornaments; ornaments of china, crystal, glass, porcelain; statuettes, figurines and sculptures in crystal; table centerpieces, namely plates and vases, mugs, cups, tankards, drinking glasses, plates and dishes not of precious metals, empty bottles, namely empty decorative	*Pending assignment recordal



				<p>bottles, empty water bottles, empty plastic bottles, coffee service not of precious metals, ceramic figurines, statuettes, figurines and sculptures in porcelain; pans and bowls in ceramics and terra cotta and earthenware; serving trays not of metal; fabrics for the manufacture of clothing articles and home furniture, brocade, damask, flannel, fustian, taffeta, tulle, velvet, knitted fabrics, silk fabrics, woolen fabrics, linen fabrics, hemp yarn fabrics, ramie fabrics, rayon fabrics, synthetic fiber fabrics, felts, mixed fiber fabrics, mixed yarn fabrics, cotton fabrics, curtains, textile wall hangings, towels, bath linen, fabric table runners, cloth coasters, textile napkins, textile place mats, textile dish mats and carafe mats, table cloths not of paper, table linen, quilts, paper bed covers, bed blankets and sheets, down coverlets, bed linen, mattress covers, dishcloths, and fabric handkerchiefs; Carpeting, door mats, rugs, carpet tiles, wallpaper.</p> <p>Bar services, cafeterias, snack-bar, pubs, bar-restaurants, wine bars, self-service restaurants, restaurants, carry-out restaurants; restaurants featuring home delivery; delicatessen, namely restaurants providing delicatessen services, restaurants; providing hall banquet facilities and providing convention hall facilities; food and drink catering; canteen services; cocktail lounges, dude ranches, food preparation; providing advice on wine and wine and food pairing, namely sommelier services; travel agency services in the form of reservation and booking of temporary lodging; providing temporary hotel accommodations and hotel services; tourist homes and tourist hostels, hotels, boarding houses, guest houses, farm houses as temporary lodging; resort lodging services, hotel services for preferred customers, hotel reservation, retirement homes, rental of meeting rooms for social gatherings and meetings, holiday camps not for entertainment and for sport; providing conference rooms, infant nurseries and day care centers; pet boarding and day care services; providing food to needy persons as charitable services; rental of food service equipment; rental of table linen, rental of bar equipment; all the aforesaid, namely services for third parties.</p>	
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Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Canada	*H Heritage Licensing, LLC	206455	04/11/1975	Women's dresses, coats, blouses, suits and slacks.	*Pending assignment recordal
HALSTON	Chile	*H Heritage Licensing, LLC	1245592	05/10/2017	14: Jewelry items; watch products. 18: Wallets, wallets, handbags, luggage, backpacks, travel bags, multipurpose bags, sports bags. 25: Pants, shirts, sweaters; pants, shorts, skirts, dresses, coats, jackets, resting clothes, bathing suits, underwear, sleepwear, headgear, footwear, neckwear, belts.	*Pending assignment recordal
HALSTON	Chile	*H Heritage Licensing, LLC	923816	10/27/2010	3: incl. Commercial establishment for the purchase and sale of toilet and perfumery products in the metropolitan region 14: incl. Establecimiento comercial for the purchase and sale of metals, precious stones of jewelry and watches in the metropolitan region 16: incl. Commercial establishment for the purchase and sale of class 16 products, in the metropolitan region. 18: incl. Commercial sales for the purchase and sale of leather, baules, suitcases, bags, wallets, umbrella, umbrella and leather articles in the metropolitan region. 25: incl. Commercial establishment for the purchase and sale of clothing, including boots, shoes, shoes and hats in the metropolitan region. 26: incl. establecimiento comercial for the purchase and sale of embroidered tapes, buttons, artificial flowers in the metropolitan region 27: incl. Commercial establishment for the purchase and sale of carpets, fabrics and other products of class 27, in the metropolitan region	*Pending assignment recordal


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Chile	*H Heritage Licensing, LLC	580329	10/26/2000	35	*Pending assignment recordal
H (Stylized) 	China	*H Heritage Licensing, LLC	7571992	11/07/2010	25: Scarf; suit; skirt; jacket; turkish gown; shoes; shirt; shirt jacket; shawl; sleepwear; jacket (clothing); clothing; gloves (clothing); casual wear; shorts; clothing belt (clothes); suits; dress; fleece; swimwear; underpants; homely casual wear; blouse; shirt; underwear; sweatshirt; vest (vest); sports jacket; pants;	*Pending assignment recordal
H BY HALSTON	China	*H Heritage Licensing, LLC	8012545	02/07/2011	18: Travel bag; ladies handbag; multi- purpose portable handbag; backpack; wallet; tote bag; sports bag; wallet (small money bag); female purse; handbag; luggage;	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
H BY HALSTON	China	*H Heritage Licensing, LLC	8012544	02/07/2011	25: Scarf; suit; skirt; jacket; turkish gown; shoes; shirt; shirt jacket; shawl; sleepwear; jacket (clothing); clothing; gloves (clothing); casual wear; shorts; clothing belt (clothes); suits; dress; fleece; swimwear; underpants; homely casual wear; blouse; shirt; underwear; sweatshirt; vest (vest); sports jacket; pants;	*Pending assignment recordal
HALSTON	China	*H Heritage Licensing, LLC	(25246009)	(07/10/2017)	25	*Pending assignment recordal
HALSTON	China	*H Heritage Licensing, LLC	262631	09/20/1986	25: Clothing	*Pending assignment recordal
HALSTON	China	*H Heritage Licensing, LLC	6288181	03/28/2010	18: Sports backpack; backpack; wallet; travel trunk; tote bag; travel bag (box); trunk (baggage)	*Pending assignment recordal
HALSTON	China	*H Heritage Licensing, LLC	6323529	04/14/2010	25: Scarf; swimwear; shower cap; clothing; gloves (clothing); baby full suit; waterproof suit; clothing belt (clothing); running shoes; socks; hat; shoes (wearing on the feet);	*Pending assignment recordal
HALSTON	China	*H Heritage Licensing, LLC	6335163	06/28/2010	35: Business information; display of merchandise on communication media for retail purposes; online advertising on data communication networks;	*Pending assignment recordal
HALSTON	China	*H Heritage Licensing, LLC	6288179	03/28/2010	9: Sunglasses; spectacle frames / eyeglass frames	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	China	*H Heritage Licensing, LLC	10637664	06/28/2014	18: Women's wallets; travel bags; ladies' handbags; multi-purpose portable handbags; backpacks; tote bags; sports bags; wallets (wallets); women's purses; handbags; luggage	*Pending assignment recordal



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON H HERITAGE (Stylized) 	China	*H Heritage Licensing, LLC	11576942	03/14/2018	25: Scarf; nightgown; shoes (wearing on the feet); outerwear; skirt; jacket; Turkish gown; shirt; shirt jacket; shawl; sleepwear; jacket (clothing); clothing; suit bag; t-shirt; clothing; casual wear; women's underwear; shorts; dress; clothing belt (clothing); jeans; socks; suits; fleece; bathrobes; swimwear; pants; pants suits; blouse; shirts; sports tops; sweaters; underwear; sweatshirt; vest (vest); sports jacket; pants	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	China	*H Heritage Licensing, LLC	11576941	07/21/2015	35: Marketing; advertising / publicity; business management assistance; presentation of goods on communication media, for retail purposes; demonstration of goods; administrative processing of purchase orders; sales promotion for others; procurement services for others [purchasing goods and services for other businesses]; commercial administration of the licensing of the goods and services of others	*Pending assignment recordal
H BY HALSTON	China P.R. - (CN)	*H Heritage Licensing, LLC	8,012,545	02/07/2011	18: Handbags; wallets, tote bags; travel bags; all-purpose carrying bags; sports bags; women's handbags, purses, pocketbooks; leather shopping bags; textile shopping bags	Registered  Renewal due 02/06/2020 – 02/06/2021  *Pending assignment recordal
H BY HALSTON	China P.R. - (CN)	*H Heritage Licensing, LLC	8,012,544	02/07/2011	25: Tops; Shirts; Sweaters; Sports shirts; Blouses; Bottoms; Pants; Shorts; Trousers; Skirts; Dresses; Caftans; Coats; Jackets; Vests; Suits; Pants suits; Leisure suits; Sport coats; Blazers; Outerwear, namely, coats made of fur or faux fur; Knitwear, namely, jumpers, knitted skirts, knitted shirts, knitted leggings, knitted shorts; T-shirts; Shirt-jackets; Loungewear; Sleepwear; Swimwear; Headwear; Scarves; Belts; Underwear	Registered  Renewal due 02/06/2020 – 02/06/2021  *Pending assignment recordal

<b>Mark</b>	<b>Country (Sorted ↓)</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>International Class + Goods/Services</b>	<b>Status</b>
HALSTON	Curacao	*H Heritage Licensing, LLC	02218	11/22/1977	16: Paper and articles of paper; cardboard and articles of carton; printed matter, newspapers and magazines, books, bookbinding materials, photography, office requisites and stationery, sewing patterns and patterns for making gowns.	*Pending assignment recordal
HALSTON	Curaçao	*H Heritage Licensing, LLC	2218	08/16/2001	16: Paper and paper products; cardboard and cardboard articles; printed matter, newspapers and magazines, books, bookbinding materials, photography, office and writing needs, sewing patterns and patterns for making japons	*Pending assignment recordal
HALSTON	Denmark	*H Heritage Licensing, LLC	VR 1996 04381	10/11/1974	14: The registration includes all goods or services in this class 18: Registration includes all goods or services in this class 25: Registration includes all goods or services in this class	*Pending assignment recordal
HALSTON	Egypt	*H Heritage Licensing, LLC	49172	12/30/1973	25	*Pending assignment recordal
HALSTON	Egypt	*H Heritage Licensing, LLC	49173	12/30/1973	26	*Pending assignment recordal


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Egypt	*H Heritage Licensing, LLC	49171	12/30/1974	18	*Pending assignment recordal
HALSTON	Egypt	*H Heritage Licensing, LLC	49170	12/30/1973	16	*Pending assignment recordal
HALSTON	Egypt	*H Heritage Licensing, LLC	49169	12/30/1973	14	*Pending assignment recordal
H (Stylized) 	European Union	*H Heritage Licensing, LLC	008311491	12/03/2009	9: Eyewear, eyeglass cases, eyewear accessories, namely, straps, neck cords and head straps which restrain eyewear from movement on a wearer. 14: Jewelry; timepieces and chronometric instruments. 18: Handbags; wallets; tote bags; luggage; backpacks; travel bags; all-purpose carrying bags; sports bags; women's handbags, purses, pocketbooks and shopping bags. 25: Clothing, namely, tops, shirts, sweaters, sports shirts, blouses, pants, shorts, trousers, skirts, dresses, caftans, coats, jackets, vests, suits, pants suits, leisure suits, sport coats, capes, shirt-jackets, loungewear, swimwear, underwear, sleepwear, scarves, belts, gloves, headwear, footwear.	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	European Union	*H Heritage Licensing, LLC	011779469	09/23/2013	<p>20: Mirrors, cushions, pillows, mattresses, keyboards for hanging keys, chairs, tables, benches, deck-chairs, armchairs; furniture being wall units; sofas, writing desks, wardrobes, cupboards, beds, shelves, chests of drawers, umbrella stands, tea carts, footstools, book cases, clothes hangers.</p> <p>21: Hairbrushes, fitted vanity cases, comb cases, hair combs, household cleaning sponges, egg cups not of precious metals, serving spoons, slotted spoons, basting spoons, mixing spoons, bread boxes, cake servers, casseroles, cruet stands not of precious metals for oil and vinegar, pepper grinders, spice pots, sugar bowls, canister sets, pitchers, pots, vases, gravy boats, covers for dishes and pots, butter dishes, napkin holders, toothpick holders, non-electric kettles, non-electric coffee makers, plates, serving platters, saucepans, saucers, soup tureens, serving trays not of precious metals; decanters, bottle openers, cork screws, cups, jugs, bowls, mugs, drinking glasses, decorative glass boxes and plates, non-electric candelabras not of precious metals, candlesticks not of precious metals, flower pots and vases, glass vases, glass ornaments; vases, ornaments of china, crystal, glass, porcelain; statuettes, figurines and sculptures in crystal; table centerpieces being plates and vases of crystal, china, glass, porcelain, ceramic; drinking vessels, plates and dishes not of precious metals, empty bottles, coffee service not of precious metals, ceramic figurines; vases, ornaments, statuettes, figurines and sculptures in porcelain; pans and bowls in ceramics and terra cotta or earthenware; trays not of metal, namely, trays for domestic purposes, not of metal.</p> <p>43: Bar services, cafeterias, snack-bar, pubs, bar-restaurants, wine bars, self-service restaurants, restaurants, carry-out restaurants; restaurants featuring home delivery; delicatessen being restaurants; providing banquet and social function facilities for special occasions; food and drink catering; canteen services; cocktail lounges, food preparation; providing advice on wine and wine and food pairing being sommelier services; travel agency services in the form of reservation and booking of temporary lodging; providing and arranging temporary housing accommodation; tourist homes and tourist hostels, hotels, boarding houses, guest houses, farm houses as temporary lodging; resort lodging services, hotel services for preferred customers, hotel reservation, retirement homes, rental of meeting rooms for social gatherings and meetings; providing conference rooms; providing</p>	*Pending assignment recordal

				food to needy persons as charitable services; rental of food service equipment; rental of table linen, rental of bar equipment; all the aforesaid being services for third parties.	
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Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	European Union	*H Heritage Licensing, LLC	0940507	09/28/2007	35: On-line retail store services featuring apparel and related accessories; retail store services featuring apparel and related accessories.	*Pending assignment recordal
HALSTON	European Union	*H Heritage Licensing, LLC	003486842	04/02/2005	9: Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus; eyeglass frames and parts thereof; sunglasses; and eyeglass and sunglasses cases. 14: Precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; jewelry, precious stones; horological and Precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; jewelry, precious stones; horological and chronometric instruments; watches; costume jewelry. 18: Leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides; trunks and travelling bags; umbrellas, parasols and walking sticks; whips, harness and saddlery; luggage; women's handbags, purses, pocketbooks; wallets, billfolds, bags, key holders, key cases, key fobs, calendars, organizers, money clips, money cases, attaché cases, business card cases, document cases, overnight cases, checkbook covers, checkbook holders, personal accessory cases, cigarette cases, cosmetic cases (sold empty), toiletry cases (sold empty), vanity cases (sold empty), coin purses, coin pouches, passport holders, credit card holders, credit card cases, phone bags, travel bags, pocketbooks, purses, handbags. 25: Clothing; footwear, headgear; brassieres, underpants, slips, petticoats, and teddies; men's suits and shirts; women's hats, jackets, skirts, blouses, shirts, suits, pants suits, trousers, vests, capes, rainhats, and rainsuits; shoes and boots; men's suits, sport coats, shirts, jackets, shirt-jackets, sportshirts, sweaters, shorts, leisure suits, vests and trousers; gloves.	*Pending assignment recordal


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON H HERITAGE (Stylized) 	European Union	*H Heritage Licensing, LLC	011209699	03/26/2013	18: Handbags, purses, pocketbooks, wallets, coin purses, credit card cases, business card holders, key cases made of leather or imitations of leather, key fobs made of leather or imitations of leather, tote bags, travel bags, all-purpose carrying bags, shopping bags, sport bags, back packs, luggage, billfolds, briefcases, carry cases for documents, coin holders in the nature of wallets, vanity cases sold empty and makeup bags sold empty. 24: Handkerchiefs. 25: Clothing, namely, tops, shirts, sweaters, sports shirts, blouses, pants, shorts, trousers, skirts, dresses, caftans, coats, jackets, vests, suits, pants suits, leisure suits, sport coats, blazers, outerwear, sport shirts, knitwear, t-shirts, denim jeans, capes, shirt-jackets, loungewear, women's lingerie, swimwear, underwear, sleepwear, bathrobes, robes, scarves, belts, gloves, hosiery, headwear, footwear, ties. 35: Retail store services and on-line retail store services in the field of clothing, underwear and lingerie, footwear, belts, handbags, purses, pocketbooks and shopping bags, luggage, small leather goods, eyewear, namely eyeglass frames and their parts, eyeglasses, sunglasses, eyeglass and sunglass cases and eyewear accessories, namely straps, neck cords and head straps which restrain eyewear from movement on a wearer, watches, jewelry, costume jewelry, fragrances, bed linens, shower curtains, bath linens, kitchen linens, table linens, window coverings, rugs, furniture, candles	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	France	*H Heritage Licensing, LLC	1251041	11/15/1983	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; know perfumery, essential oils, cosmetics, hair lotions; toothpastes. Precious metals and their alloys and goods made of these materials or coated therewith not included in other classes; jewelery, jewelery, precious stones; horological and chronometric instruments. Paper, cardboard and goods made from these materials, not included in other classes; printed matter, bookbinding material; photographs; stationery, adhesives (stickies) for stationery or household purposes; materials for artists; paint brushes ; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards ; printed characters; shots. Leather and imitation leather, goods made of these materials not included in other classes; animal skins; trunks and suitcases; umbrellas, parasols and walking sticks; whips and saddlery. Clothing, shoes, headgear. Lace and embroidery, ribbons and laces; buttons, hooks and eyelets, pins and needles; artificial flowers.	*Pending assignment recordal



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Germany	*H Heritage Licensing, LLC	39553222	05/24/1978	14, 16, 18, 25, 26: Jewelry, precious stones; Clocks and other timepieces; Paper and cardboard goods; Cut, putty and dress patterns of paper or cardboard; Trunks and suitcases; Umbrellas, parasols and walking sticks; Clothing; Lace and embroidery, ribbons and braid; Buttons, snaps, hooks and eyes, pins and needles; artificial flowers; Wigs	*Pending assignment recordal
HALSTON	Germany	*H Heritage Licensing, LLC	DD642384	09/20/1978	25: Men's, underwear and underclothing, including hosiery, women's and girls' hats, jackets, skirts, blouses, shirts, costumes, trouser suits, trousers, vests, capes, dresses, festive dresses, pajamas, pullovers, shorts, caftans, Coats, scarves, raincoats, rain hats, swimsuits, fur coats, fur jackets and fur stoles, fur capes, men's and boys' suits, shirts, long pants, jackets, belts, socks, lace-ups, shoes and slippers	*Pending assignment recordal
HALSTON	Greece	*H Heritage Licensing, LLC	F51936	04/17/1975	14, 16, 18, 25, 26: Preparations for the lefkansin, by matter; washing, preparations for cleaning, polishing, scraping and removal of fat. saponas, articles beauty, essential oils, cosmetics, lotions for the hamlet, odontosmiktika itself and cornices. precious metals and their alloys, as and items of materials that end, the diepistroseos exceptions species machairopoiias, forks, spoons, chrysochoiias articles, precious stones. articles orologopoiias and chronometric instruments kosmimatopoiias same species. map and articles of paper, paperboard and articles of cardboard. literature, newspapers, magazines, books. desimatias articles. photographs of. stationery, kollodeis by matter; paper products. materials for their kallitechnas. chrostires. grafomichanai and office requisites (except furniture). materials and teaching pedagogy (other than institutions). playing cards. typografias data. slope and same paper patterns sewing and clothing. imitation leather leather and goods made of these things matter not listed input allas headings. colorectal skins. trunks and traveling valitsai. umbrellas, parasols and walking sticks, whips, ipposkefai, equestrian and same aposkefai and umbrellas. clothing, including footwear and size and same gynaikeiai costumes, jackets, sweater, blouzai, costumes, outfits, baggy trousers, raincoats, pilot, pilots waterproof, furs, near trousers, shirts for women and despoinidas. men's shirt and suit. trichapta (dantelai) and embroidery, ribbon and trimmings, node by node pressure, buckles (snap) needles, artificial flowers and same perroukai. the same goes for the headings	*Pending assignment recordal


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Guatemala	*H Heritage Licensing, LLC	33706	12/21/1977	16: Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office r	*Pending assignment recordal
HALSTON	Honduras	*H Heritage Licensing, LLC	24366	12/30/1977	16	*Pending assignment recordal
HALSTON	Hong Kong	*H Heritage Licensing, LLC	19740472AA	04/23/1974	14: Precious metals and their alloys and goods in precious metals or coated therewith (except cutlery, forks and spoons); jewelry, precious stones; horological and other chronometric instruments. 18: Leather and imitations of leather, and articles made from these materials, and not included in other classes; skins, hides; trunks and travelling bags; umbrellas, parasols and walking sticks; whips, harness and saddlery. 25: Clothing, including boots, shoes and slippers	*Pending assignment recordal
HALSTON	Hong Kong	*H Heritage Licensing, LLC	300979417	04/28/2008	35: Retail store services and on-line retail store services featuring precious metals and their alloys and goods in precious metals or coated therewith (except cutlery, forks and spoons), jewelry, precious stones, horological and other chronometric instruments, paper and paper articles, cardboard and cardboard articles, printed matter, newspapers and periodicals, books, book-binding material, photographs, stationery, adhesive materials (stationery), artists' materials, paint brushes, typewriters and office requisites (other than furniture), instructional and teaching material (other than apparatus), playing cards, printers' type and cliches (stereotype), leather and imitations of leather and articles made from these materials included in class 18, skins, hides, trunks and travellings bags, umbrellas, parasols and walking sticks, whips, harness and saddlery, apparel and related accessories, clothing, footwear including boots, shoes and slippers and headgear, wigs, lace and embroidery, ribbons and braid, buttons, press buttons, hooks and eyes, pins and needles, artificial flowers.	*Pending assignment recordal



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON H HERITAGE (Stylized) 	Hong Kong	*H Heritage Licensing, LLC	302401587	02/17/2014	18: Handbags, purses, pocketbooks, wallets, coin purses, credit card cases, business card holders, key cases made of leather or imitations of leather, key fobs made of leather or imitations of leather, tote bags, travel bags, all-purpose carrying bags, shopping bags, sport bags, backpacks, luggage, billfolds, briefcases, carry cases for documents, coin holders in the nature of wallets, vanity cases sold empty and makeup bags sold empty. 24: Handkerchiefs. 25: Clothing, namely, tops, shirts, sweaters, sports shirts, blouses, pants, shorts, trousers, skirts, dresses, caftans, coats, jackets, vests, suits, pantsuits, leisure suits, sport coats, blazers, outerwear, knitwear, t-shirts, denim jeans, capes, shirt-jackets, loungewear, women's lingerie, swimwear, underwear, sleepwear, bathrobes, robes, scarves, belts, gloves, hosiery, headwear, footwear, ties. 35: Retail store services and on-line retail store services in the field of clothing, underwear and lingerie, footwear, belts, handbags, purses, pocketbooks and shopping bags, luggage, small leather goods, eyewear, namely eyeglass frames and their parts, eyeglasses, sunglasses, eyeglass and sunglass cases and eyewear accessories, namely straps, neck cords and head straps which restrain eyewear from movement on a wearer, watches, jewelry, costume jewelry, bed linens, shower curtains, bath linens, kitchen linens, table linens, window coverings, rugs, furniture, candles	*Pending assignment recordal

<b>Mark</b>	<b>Country (Sorted ↓)</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>International Class + Goods/Services</b>	<b>Status</b>
HALSTON	India	*H Heritage Licensing, LLC	1642158	02/01/2011	09: Ophthalmic lenses; optical; goods; optical lenses; contact, sunglasses, frames for eyeglasses, and adapted for spectacles; parts and fitting for all the aforesaid goods; all included in class 9.	*Pending assignment recordal
HALSTON	India	*H Heritage Licensing, LLC	292725	12/11/1973	14: jewelry, precious stones, horological and other chronometric instruments.	*Pending assignment recordal
HALSTON	India	*H Heritage Licensing, LLC	292727	12/11/1973	18: leather and imitations of leather and articles made from these materials and not included in other classes; skins; hides; trunks and travelling bags; umbrellas and parasols.	*Pending assignment recordal

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Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	India	*H Heritage Licensing, LLC	292728	12/11/1973	25: articles of clothing, boots, shoes and slippers, all being goods included in class 25.	*Pending assignment recordal
HALSTON	India	*H Heritage Licensing, LLC	292729	12/11/1973	26: lace and embroidery ribbons and braid, buttons, hooks and eyes, wigs, all being goods included in class 26.	*Pending assignment recordal
HALSTON	Indonesia	*H Heritage Licensing, LLC	IDM000144480	11/05/2007	14: Precious metals and their mixtures and objects made from such materials or plated with such materials are not included in the jewelry, precious stones, clocks and timers.	*Pending assignment recordal
HALSTON	Indonesia	*H Heritage Licensing, LLC	IDM000337841	11/15/2011	18: Handbag; purse; bags, suitcases (luggage), small suitcases, traveling bags; generally large tote bags (tote bags); backpack; sports bags; purse.	*Pending assignment recordal
HALSTON	Indonesia	*H Heritage Licensing, LLC	IDM000236742	02/15/2010	18: Leather and imitation leather and articles of these materials, and not included in in, animal skins, delicate skins, rain umbrellas, sun umbrellas and sticks, whips, horseback riding and saddles	*Pending assignment recordal
HALSTON	Indonesia	*H Heritage Licensing, LLC	IDM000230583	12/21/2009	24: Textiles and textile goods are not included in the sheets, linen and tablecloths.	*Pending assignment recordal
HALSTON	Indonesia	*H Heritage Licensing, LLC	IDM000180889	10/14/2008	25: Earmuffs for winter, fur, gloves, socks, winter gloves, neckties, scarves (clothing), scarves (clothing), stockings, suspenders / strap clothing, headgear, namely, berets, cap, hat, sun visor (sun visors), headbands; footwear, namely, sandals for the shower, beach shoes, boots; kao skaki of fur (footmuffs), not electrically heated; gymnastic shoes, heel shoes, sandals, boots, ski boots, slippers / loafers, casual canvas shoes, soles for footwear, sports shoes; tire wrist.	*Pending assignment recordal



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Indonesia	*H Heritage Licensing, LLC	IDM000232004	01/07/2010	9: Aircraft and tooling science, shipping, research, portrait, cinematographic, weighing, measuring, signaling, control (inspection), rescue and education; aircraft and tooling to hold, exchange, modify, megumpulkan, regulating or controlling electricity; plane for recording, transmitting or reproduction of sound or images; magnetic data carriers; floppy disks for recording; penggerak'otomatis which work by inserting money or a piece of metal into it; cash registers, calculating machines; data processing equipment and computers; aircraft fire extinguisher.	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	Indonesia	*H Heritage Licensing, LLC	IDM000507631	09/25/2013	18: Handbags, wallets, bags for carrying books, pocket wallets, coin purses, credit card places, business cards, key holders made of leather or imitation leather, key chains made of leather or imitation leather, clothing with long straps generally large-sized (tote bags), travel bags, bags to carry everything, shopping bags, sports bags, backpacks (backpacks), luggage bags, wallets for paper money, briefcases, bags for carrying documents, places coins that are shaped like wallets, small bags that can store cosmetics / toiletries for traveling that are sold empty without contents and makeup bags sold empty without contents	*Pending assignment recordal





Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON H HERITAGE (Stylized) 	Indonesia	*H Heritage Licensing, LLC	IDM000574161	09/25/2013	25: The clothes are tops, shirts, warm clothes, sports shirts, blouses, pants, shorts, trousers, skirts, overalls, caftans (caftans), coats, jackets, vests, suits, suits with pants, suits for holidays, sports coats, blazer, outerwear, sports shirts, knitwear, T-shirts, denim jeans, capes, shirts that function as jackets, casual wear, women's underwear, swimwear, underwear, sleepwear, bathrobes, robes, scarves, belts, gloves, socks, headgear, footwear, ties, handkerchiefs for clothes.	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	Indonesia	*H Heritage Licensing, LLC	IDM000509885	09/25/2013	35: On-line retail and retail shops in the fields of clothing, underwear and underwear for women, footwear, belts, handbags, wallets, bags for carrying books and shopping bags, luggage bags, small items made of leather, eyeglasses that are eyeglass frames and parts, eyeglasses, sun glasses, glasses and sun glasses and eyewear accessories, namely straps, straps for the neck and rope for the head that hold the glasses from the wearer's movements , watches, jewelry, jewelry for costumes, fragrances, bed linen, curtains for showers, cloth for bathing, fabrics for kitchens, fabrics for tables, window coverings, rugs, home furnishings, candles	*Pending assignment recordal
HALSTON	International (EU)	*H Heritage Licensing, LLC	940507	09/28/2007	35: On-line retail store services featuring apparel and related accessories; retail store services featuring apparel and related accessories.	*Pending assignment recordal




Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Iran	*H Heritage Licensing, LLC	225258	02/17/2015	4, 9, 11, 14, 16, 18, 20, 21, 24, 26, 27, 35, 43	*Pending assignment recordal
HALSTON	Israel	*H Heritage Licensing, LLC	203829	11/08/2009	09: Eyeglass frames and parts thereof; sunglasses; and eyeglass and sunglass cases; all included in class 9.	*Pending assignment recordal
HALSTON	Israel	*H Heritage Licensing, LLC	38546	09/30/1975	14: All goods included in class 14	*Pending assignment recordal
HALSTON	Israel	*H Heritage Licensing, LLC	38548	09/30/1975	18: All goods included in class 18	*Pending assignment recordal
HALSTON	Israel	*H Heritage Licensing, LLC	38549	09/30/1975	25: All goods included in class 25	*Pending assignment recordal
HALSTON	Italy	*H Heritage Licensing, LLC	1569915	12/02/2013	14: Precious metals and their alloys and goods made from these materials or coated therewith, not included in other classes; jewelry, precious stones; horological and chronometric instruments 16: Paper, cardboard and products made from these materials, not included in other classes; printed; bookbinding material; photos; stationery shop; adhesives (glues) for stationery or for domestic use; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; clichés 18: Leather and imitation leather, goods made of these materials and not included in other classes; animal skins; trunks and traveling bags; umbrellas, parasols and walking sticks; whips and saddlery 25: Clothing, footwear, headgear 26: Lace, lace and embroidery, ribbons and braid; buttons, hooks and eyes, pins and needles; artificial flowers	*Pending assignment recordal



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Japan	*H Heritage Licensing, LLC	4095512	12/19/1997	14: Watch, precious metal tableware, precious metal jewelry box, precious metal candle eraser and candle stand, precious metal made mouth and wallet, precious metal made compact, precious metal made smoking utensils, decorative items, jewels and their gemstones and jewelry imitations	*Pending assignment recordal
HALSTON	Japan	*H Heritage Licensing, LLC	2556769	07/30/1993	18: Umbrella, stick, staff, metal fittings, stalk handle 25: Shoes	*Pending assignment recordal
HALSTON	Japan	*H Heritage Licensing, LLC	1300523	09/19/1977	25: Clothing	*Pending assignment recordal
HALSTON	Japan	*H Heritage Licensing, LLC	3367686	12/19/1997	9: Eyeglasses, telecommunications equipment, records, electronic appliances and appliances and parts thereof, electric irons	*Pending assignment recordal
HALSTON (in Katakana)	Japan	*H Heritage Licensing, LLC	1712633	09/24/1984	20, 21, 22, 24, 25	*Pending assignment recordal
HALSTON (in Katakana)	Japan	*H Heritage Licensing, LLC	1326086	03/09/1978	25	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	Jordan	*H Heritage Licensing, LLC	128858	03/10/2013	18: (Google Translate) Handbags, wallets, pocket books, coin wallets, coin wallets, credit card holders, business card holders, leather keychain, leather keychain, key chains made of leather or imitation leather, hand bags, travel bags and carrying bags for all purposes, shopping bags, sport bags, Backpacks, wallets, pocket wallets, briefcases, coin bags, coin holders in the nature of pocket wallets, small bags for cosmetics sold empty, make-up bags sold empty	*Pending assignment recordal


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON H HERITAGE (Stylized) 	Jordan	*H Heritage Licensing, LLC	128859	03/10/2013	25: (Google Translate) Clothing, handbags, wallets, shopping bags, luggage, small leather goods, sunglasses, specifically eyeglass frames, glasses, sunglasses, eyewear, sunglasses, eyeglass accessories, straps and neck cords. Head straps that restrict eyeglasses from movement to worn watches, jewelry, detailed jewelry, perfumes, bed sheets, bathroom curtains, bathroom linens, Table and spray hoods nets, carpets, furniture and candles	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	Jordan	*H Heritage Licensing, LLC	128860	03/10/2013	35: (Google translate) Retail stores and online retail store services in clothing, underwear, women's underwear, shoes, belts, handbags, wallets, pocket bag, shopping bags, luggage, small leather goods, sunglasses, specifically eyeglass frames, glasses, sunglasses, eyeglasses, sunglasses, eyeglasses accessories, Head straps that restrict eyeglasses from movement to worn watches, jewelry, detailed jewelry, perfumes, bed linens, shower curtains, bath linens, kitchen linens, Larch table covers nets, carpets, furniture and candles	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Kuwait	*H Heritage Licensing, LLC	88494	09/13/2007	09	*Pending assignment recordal
HALSTON	Kuwait	*H Heritage Licensing, LLC	88495	09/13/2007	14	*Pending assignment recordal
HALSTON	Kuwait	*H Heritage Licensing, LLC	88496	09/13/2017	18	*Pending assignment recordal
HALSTON	Kuwait	*H Heritage Licensing, LLC	88497	09/13/2007	25	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	Kuwait	*H Heritage Licensing, LLC	136976	01/31/2013	18	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	Kuwait	*H Heritage Licensing, LLC	136977	01/31/2013	25	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	Kuwait	*H Heritage Licensing, LLC	136978	01/31/2013	35	*Pending assignment recordal
HALSTON	Lebanon	*H Heritage Licensing, LLC	115463	03/17/2008	9, 14, 18, 25	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	Lebanon	*H Heritage Licensing, LLC	149971	04/26/2013	18, 25, 35	*Pending assignment recordal
HALSTON	Malaysia	*H Heritage Licensing, LLC	87001722	04/30/2028	25: Articles of clothing included in Class 25	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON H HERITAGE (Stylized) 	Malaysia	*H Heritage Licensing, LLC	2013013257	01/05/2015	18: Handbags, purses, pocket wallets, card cases (notecases), wallets, coin purses, credit card cases (pocket wallets), credit card holders made of leather or imitation of leather, key cases made of leather or imitations of leather, key fobs made of leather or imitations of leather, tote bags, travel bags, all-purpose carrying bags, shopping bags, sport bags, back packs, luggage, billfolds, briefcases, carry cases for documents, coin holders in the nature of wallets, vanity cases (not fitted) sold empty and makeup bags sold empty; all included in class 18	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	Malaysia	*H Heritage Licensing, LLC	2013013255	11/24/2014	25: Clothing; tops (clothing), chemise tops, halter tops, polo tops, sleeveless tops, tank tops, vest tops, wind resistant tops, shirts, sweaters, sports shirts, blouses, pants, shorts, trousers, skirts, dresses, caftans, coats, jackets (clothing), vests, suits, pants suits, leisure suits, sport coats, blazers, outerwear, sport shirts, knitwear, t-shirts, denim jeans, capes, shirt-jackets, loungewear, women's lingerie, swimwear, underwear, sleepwear, bathrobes, robes, scarves, belts (clothing), gloves (clothing), hosiery, headwear, footwear, ties (clothing); all included in class 25	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	Malaysia	*H Heritage Licensing, LLC	2013013258	02/28/2017	35: Retail store services and on-line retail store services in the field of clothing, underwear and lingerie, footwear, belts, handbags, purses, pocketbooks and shopping bags, luggage, small leather goods, eyewear, namely eyeglass frames and their parts, eyeglasses, sunglasses, eyeglass and sunglass cases and eyewear accessories, namely straps, neck cords and head straps which restrain eyewear from movement on a wearer, watches, jewelry, costume jewelry, fragrances, bed linens, shower curtains, bath linens, kitchen linens, table linens, window coverings, rugs, furniture, candles; all included in class 35	*Pending assignment recordal

<b>Mark</b>	<b>Country (Sorted ↓)</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>International Class + Goods/Services</b>	<b>Status</b>
HALSTON	Mexico	*H Heritage Licensing, LLC	303640	06/11/1984	14: only watches of all classes and their parts, excluding strips and extensible for them. 27: clocks of all kinds.	*Pending assignment recordal
HALSTON	Mexico	*H Heritage Licensing, LLC	(1064007)	(01/29/2010)	18: leather and products made from this material not included in other classes; animal skins; baules and suitcases; umbrella, sun umbrella and canes; latigos, arneses and talabarberia; excluding expressly; hand bags, dresses for animals and (fabric) skin imitations.	*Pending assignment recordal
HALSTON	Mexico	*H Heritage Licensing, LLC	313546	10/25/1985	18: only fabric (imitation of leather). 22: only lonas (awnings) and networks (except sports articles for vehicles and protection) and oil fabric. 24: woven and textile products not included in other classes; bed and table clothing. 27: only carpets, artificial cespado, mats, felpudo, door entry plates. 42: fabric of knitted, mesh and fabrics (including sheets, towels, pillow cases, ba & o mats, paints for washing, curtains and tablecloths).	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Mexico	*H Heritage Licensing, LLC	306465	04/02/1985	3: only nails and eye lashes and brushes for makeup. 6: only cascabeles and key rings (which are not of fine metal). 8: only clips to depil, limes for the hands and feet and rizadores for the hair and the eyelashes. 14: only jewelery and fantasy jewelery. 16: only runners, caps and antifaces for children parties, grade to mark, soap for sastres, serpentinas and confetti. 20: only fans, sanded animals, frames for embroidery, hand mirrors, clothes for clothing. 21: only borla para polvearse, brushes for brushing, footwear, cases for comb, peines. 24: only flags and banderines of fabric and fabrics that are adhered through heat. 26: buttons, pins, needles, closures and in general merchandise items (excluding threads for sewing). 28: only decorations for Christmas trees and artificial Christmas trees. 31: only natural Christmas trees. 40: articles of fantasy, avios and merceria.	*Pending assignment recordal
HALSTON	Mexico	*H Heritage Licensing, LLC	(927421)	(04/17/2008)	35: Advertising services and services for sale and commercialization of: clothing, footwear, sombrería, leather and imitations of leather, and products made of these materials, animal skins, baules, suitcases, umbrellas, sombrillas, canals, latigos, harnesses and talabartheria.	*Pending assignment recordal


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Mexico	*H Heritage Licensing, LLC	229682	06/09/1979	5: only hygienic diapers for incontinents and belts for hygienic paints 9: only protective clothing (helmets, goggles, lenses, etc.) 10: only gloves for medical use 16: only paper diapers 18: only hand bags and dresses for animals 21: only rubber gloves for cleaning (domestic use) 25: all kind of clothing (except that of protection and animals) 39: locker room	*Pending assignment recordal
HALSTON	Mexico	*H Heritage Licensing, LLC	321111	12/17/1986	9: only goggles of all classes and frames for goggles. 26: eyeglasses of all classes and frames for goggles.	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	Mexico	*H Heritage Licensing, LLC	1490758	10/28/2014	18: (Google Translate) Hand bags, holders, pocket wallets, pendants, cases [wallets] for credit cards, card holders [wallets], cases for keys made of leather or imitation leather, large hand bags, travel bags, bags (beds), bags for purchase, sports bags, backpacks, baules [luggage], wallets, wrapping cards, portfolios [articles of leisure machinery], pen holders type pocket wallets, cases for toilet articles and bags for cosmetics vendidos vacios	*Pending assignment recordal
HALSTON	Netherlands Antilles	*H Heritage Licensing, LLC	02217	08/16/2001	18: Type of goods; perfumeries, toilet waters; colognes; perfumed bath oil; bath pads; volatile oils; cosmetics and makeup articles, including hair, facial and body emulsions; powders; detergents; cremes; lotions; soaps; hair, skull and skin preparations; eye makeup; nail care products; lipstick and lipstickers; lip gloss agents. leather and artificial leather and goods made therefrom, skins, sheets, briefcases and valos, umbrella s, umbrellas and walking sticks; whips, horse racing and saddlery; garments including boots, shoes and slippers. 25: Type of goods; perfumeries, toilet waters; colognes; perfumed bath oil; bath pads; volatile oils; cosmetics and makeup articles, including hair, facial and body emulsions; powders; detergents; cremes; lotions; soaps; hair, skull and skin preparations; eye makeup; nail care products; lipstick and lipstickers; lip gloss agents. leather and artificial leather and goods made therefrom, skins, sheets, briefcases and valos, umbrella s, umbrellas and walking sticks; whips, horse racing and saddlery; garments including boots, shoes and slippers.	Upon renewal: <b>June 10, 2020</b> – mark will be registered in three jurisdictions: CUR, SXM and BES  *Pending assignment recordal


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Norway	*H Heritage Licensing, LLC	95824A	01/29/1976	25: Women's hats, jackets, skirts, blouses, shirts, suits, trousers, pants, vests, jackets, dresses, dresses, pajamas, sweaters, shorts, hoodies, coats, scarves, raincoats, raincoats and raincoats for ladies; fur coats, fur jackets, chairs, fur boots and short fur jackets; suits and men's shirts	*Pending assignment recordal


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Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Panama	*H Heritage Licensing, LLC	100320	04/27/1999	18: Handbags, handbags, leather handbags, shopping bags, shoulder bags, handbags, travel bags, handbags, wallets, purses	*Pending assignment recordal
HALSTON	Panama	*H Heritage Licensing, LLC	100318	04/27/1999	25: Women's shapers, body shapers, tight-fitting bodysuits, bras, bras, caftans, sweaters, women's undershirts, coats, leather coats, leather jackets, overcoats, corsets, dresses, nightwear, footwear, corse with undershirts, coats, jackets, leotards, lingerie, street dresses, night gowns, pajamas, calzones, taped pants, raincoats, overalls, nightwear, petticoats, light coat, underwear , underwear, t-shirts, underwear, dresses, sweaters, dresses for men, dresses with vests, clothing for infants.	*Pending assignment recordal
HALSTON	Paraguay	*H Heritage Licensing, LLC	391698	12/27/2013	25: All in the class	*Pending assignment recordal
HALSTON	Philippines	*H Heritage Licensing, LLC	4-2017-503955	01/18/2018	14: Jewelry; timepieces and chronometric instruments 18: List of goods and services Handbags; purses; pocketbooks; wallets; coin purses; credit card cases; business card holders; key cases made of leather or imitations of leather; key fobs made of leather or imitations of leather; tote bags; travel bags; all-purpose carrying bags; shopping bags; sport bags; back packs; luggage; billfolds; briefcases; carry cases for documents; coin holders in the nature of wallets; vanity cases sold empty and makeup bags sold empty 25: List of goods and services Clothing, namely, tops, shirts, sweaters, sports shirts, blouses, pants, shorts, trousers, skirts, dresses, caftans, coats, jackets, vests, suits, pants suits, leisure suits, sport coats, blazers, outerwear, sport shirts, knitwear, t-shirts, denim jeans, capes, shirt-jackets, loungewear, women's lingerie, swimwear, underwear, sleepwear, bathrobes, robes, scarves, belts, gloves, hosiery, headwear, footwear, ties, handkerchiefs 35: List of goods and services Retail store services and on-line retail store services in the field of clothing, underwear and lingerie, footwear, belts, handbags, purses, pocketbooks and shopping bags, luggage, small leather goods, eyewear, namely eyeglass frames and their parts, eyeglasses, sunglasses, eyeglass and sunglass cases and eyewear accessories, namely straps, neck cords and head straps which restrain eyewear from movement on a wearer, watches, jewelry, costume jewelry, fragrances, bed linens, shower curtains, bath linens, kitchen linens, table linens, window coverings, rugs, furniture, candles	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON H HERITAGE (Stylized) 	Philippines	*H Heritage Licensing, LLC	4/2017/503956	02/22/2018	14: Jewelry; timepieces and chronometric instruments 18: Handbags; purses; pocketbooks; wallets; coin purses; credit card cases; business card holders; key cases made of leather or imitations of leather; key fobs made of leather or imitations of leather; tote bags; travel bags; all- purpose carrying bags; shopping bags; sport bags; back packs; luggage; billfolds; briefcases; carry cases for documents; coin holders in the nature of wallets; vanity cases sold empty and makeup bags sold empty 25: Clothing, namely, tops, shirts, sweaters, sports shirts, blouses, pants, shorts, trousers, skirts, dresses, caftans, coats, jackets, vests, suits, pants suits, leisure suits, sport coats, blazers, outerwear, sport shirts, knitwear, t- shirts, denim jeans, capes, shirt-jackets, loungewear, women's lingerie, swimwear, underwear, sleepwear, bathrobes, robes, scarves, belts, gloves, hosiery, headwear, footwear, ties, handkerchiefs 35: Retail store services and on-line retail store services in the field of clothing, underwear and lingerie, footwear, belts, handbags, purses, pocketbooks and shopping bags, luggage, small leather goods, eyewear, namely eyeglass frames and their parts, eyeglasses, sunglasses, eyeglass and sunglass cases and eyewear accessories, namely straps, neck cords and head straps which restrain eyewear from movement on a wearer, watches, jewelry, costume jewelry, fragrances, bed linens, shower curtains, bath linens, kitchen linens, table linens, window coverings, rugs, furniture, candles	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Saudi Arabia	*H Heritage Licensing, LLC	98/50	11/02/1982	18, 25	*Pending assignment recordal
HALSTON	Singapore	*H Heritage Licensing, LLC	T7874979I	07/19/1980	18: Trunks and travelling bags, briefcases made of leather, valises, handbags, and umbrellas.	*Pending assignment recordal
HALSTON	Singapore	*H Heritage Licensing, LLC	T7874980B	07/08/1983	25: Articles of clothing for women and girls; suits and shirts, all for men.	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	Singapore	*H Heritage Licensing, LLC	T1315336J	09/20/2013	18: Handbags, purses, pocket wallets, card cases (notecases), wallets, coin purses, credit card cases (pocket wallets), credit card holders made of leather or imitation of leather, key cases made of leather or imitations of leather, key fobs made of leather or imitations of leather, tote bags, travel bags, all- purpose carrying bags, shopping bags, sport bags, back packs, luggage, billfolds, briefcases, carry cases for documents, coin holders in the nature of wallets, vanity cases (not fitted) sold empty and makeup bags sold empty. 25: Clothing; tops (clothing), chemise tops, halter tops, polo tops, sleeveless tops, tank tops, vest tops, wind resistant tops, shirts, sweaters, sports shirts, blouses, pants, shorts, trousers, skirts, dresses, caftans, coats, jackets (clothing), vests, suits, pants suits, leisure suits, sport coats, blazers, outerwear, sport shirts, knitwear, t- shirts, denim jeans, capes, shirt-jackets, loungewear, women's lingerie, swimwear, underwear, sleepwear, bathrobes, robes, scarves, belts (clothing), gloves (clothing), hosiery, headwear, footwear, ties (clothing). 35: Retail store services and on-line retail store services in the field of clothing, underwear and lingerie, footwear, belts, handbags, purses, pocketbooks and shopping bags, luggage, small leather goods, eyewear, namely eyeglass frames and their parts, eyeglasses, sunglasses, eyeglass and sunglass cases and eyewear accessories, namely straps, neck cords and head straps which restrain eyewear from movement on a wearer, watches, jewelry, costume jewelry, fragrances, bed linens, shower curtains, bath linens, kitchen linens, table linens, window coverings, rugs, furniture, candles.	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	South Korea	*H Heritage Licensing, LLC	4000374400000	06/08/1974	14: Tiepin, tiepin, tiepin, necklace, necklace, necklace 25: T-shirt, nightgowns, negligees, neckties, denim pants, dress pants, rain coats, body shirts, brassieres, blouses, bathing suits, bathing drawers, suits, sweaters, sweat shirts, sweat pants, scarfs, skirts, stockings, sport shirts, men's' suits, children's clothing, trousers, overcoats, dress shirts, evening dresses, corset, pajamas (am.), polo shirts, full dress, belt	*Pending assignment recordal
HALSTON	South Korea	*H Heritage Licensing, LLC	4001304480000	09/12/1986	14: Precious metal wallet 18: Schoolchildren's backpacks, card party, backpacks, boston bags, non-precious metal wallet, briefcases, suitcases, opera bags, trunks, handbags	*Pending assignment recordal
HALSTON	South Korea	*H Heritage Licensing, LLC	4007640180000	10/07/2008	18: Carrying bags, bags and luggage, back packs, sports bags, portmanteau, purses, tote bags, handbags	*Pending assignment recordal
HALSTON	South Korea	*H Heritage Licensing, LLC	4007640190000	10/07/2008	9: Sunglasses, spectacles [optics], glasses / sunglasses case, chains for spectacles, eyeglass frames	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	South Korea	*H Heritage Licensing, LLC	45-0055762-0000	04/22/2015	18: Handbags, purses / billfolds, pocketbooks, small wallets, coin purses, credit card cases, business card holders), Leather and artificial leather key cases (made of leather or imitations of leather), leather and artificial leather key rings (key fobs made of leather or imitations of leather), tote bags Travel bags, all-purpose carrying bags, shopping bags, sport bags, back packs, luggage, luggage bags, luggage, briefcases, carry cases for documents, coin holders in the nature of wallets, cosmetic bags (vanity cases sold empty and makeup bags sold empty) 25: Clothing, shirts, sweaters, sports shirts, blouses, pants, shorts, trousers, skirts, dresses, dresses, caftans, coats, jackets, vests, suits, pants suits, sport coats, etc. Blazers, outerwear, knitwear, t-shirts, denim jeans, capes, shirt-jackets, loungewear, such as loungewear, women's lingerie, swimwear, underwear, sleepwear, bathrobes, robes, scarves, belts, Gloves, hosiery, headwear, footwear, ties, training suits, safari suits, handkerchiefs, handkerchiefs, Top coats, tank tops 35: Retail store services in the field of clothing, on-line retail store services in the field of clothing, retail store services in the field of underwear, The company is engaged in the development of on-line retail store services in the field of underwear, lingerie retailing services in the field of lingerie, on-line retail store services in the field of lingerie, ), Retail store services in the field of footwear, on-line retail store services in the field of footwear, retail store services in the field of belt, On-line retail store services in the field of handbags, retail store	*Pending assignment recordal

					services in the field of handbags, on-line retail store services in the field of handbags), Wallet retail stores (Retail store services in the field of purses, on-line retail store services in the field of purses, retail store services in the field of pocketbooks, Retail store services in the field of pocketbooks, shopping bags in the field, shopping bags in the on-line retail store services, the retailer of the field of luggage, the retailer of the field of luggage, the luggage of the luggage, Eyeglass frames and their parts, on-line retail store services in the field of eyewear and eyeglass frames and their parts), Eyeglass sleeve Up (Retail store services in the field of eyeglasses), an online eyewear retailer ups on-line
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<b>Mark</b>	<b>Country (Sorted ↓)</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>International Class + Goods/Services</b>	<b>Status</b>
HALSTON	Spain	*H Heritage Licensing, LLC	M0736566	11/04/1976	25: dresses, including boots, shoes and shoes.	*Pending assignment recordal
HALSTON	Spain	*H Heritage Licensing, LLC	M0736567	11/04/1976	26: puntillas and embroidery, tapes and ties; buttons, automatic, cork, eyes, pins and needles; artificial flowers.	*Pending assignment recordal
HALSTON	St. Maarten	*H Heritage Licensing, LLC	1956	08/16/2001	16: Paper and articles of paper; cardboard and articles of carton; printed matter, newspapers and magazines, books, bookbinding materials, photography, office and stationery, sewing patterns and patterns for making gowns.	*Pending assignment recordal
HALSTON	St. Maarten	*H Heritage Licensing, LLC	1955	08/16/2001	18 and 25: kind of goods, perfumery, toilet waters; colognes; perfumed bath oils; bath powders; volatile oils; cosmetics and make-up articles, including hair, facial and body emulsions; powders; cleaning agents; creams; lotions; soaps; hair, skull and skin preparations; eye make-up; nail care products; lipstick and lip rouges; lip glosses. leather and imitations of leather and goods made therefrom, skins, skins, suitcases and suitcases, umbrellas, sun umbrellas and walking sticks; whips, horse harnesses and saddlery; garments including boots, shoes and slippers.	*Pending assignment recordal


<b>Mark</b>	<b>Country (Sorted ↓)</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>International Class + Goods/Services</b>	<b>Status</b>
HALSTON	Sweden	*H Heritage Licensing, LLC	150514	02/28/1975	25: Clothes, including boots, shoes and slippers.	*Pending assignment recordal
HALSTON	Switzerland	*H Heritage Licensing, LLC	P-432925	11/11/1996	Jewelry, patterns, luggage and umbrellas; Women's dresses, coats, jackets, blouses, costumes, pants, raincoats, hats, raincoats, fur coats, linen, men's suits and shirts; Wigs; Watches	*Pending assignment recordal
HALSTON	Taiwan	*H Heritage Licensing, LLC	00720421	07/01/1996	18: Bags, suitcases, travel bags, wallets	*Pending assignment recordal
HALSTON	Taiwan	*H Heritage Licensing, LLC	00798914	03/16/1998	25: Clothes, caps, socks, tights.	*Pending assignment recordal
HALSTON	Taiwan	*H Heritage Licensing, LLC	00827101	11/16/1998	25: Footwear	*Pending assignment recordal
HALSTON	Thailand	*H Heritage Licensing, LLC	97125	04/07/1987	18: Leather and imitation leather and what to do with leather or artificial leather that is not in the other. leather wallet and wallet handbag purse retail bag small pocket bag bag to the evening, luggage, bag, dress sports wear / bag sports wristlet leather bag (ice / wine box) leather bag leather case with pocket for carrying notebook and diary bag chest wearable leather travel kit jewelery box box made of leather leather bag sharp tool shoulder bag backpack small bag bag made of leather, a bag of big suitcases. clothing bag the label is made of leather for luggage. bag for dress manicure and pedicure set small briefcase map pocket binoculars camera bag instrument pocket banknote business card holder handbags and wallets	*Pending assignment recordal



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Thailand	*H Heritage Licensing, LLC	55547	02/06/1986	25: Clothing, including boots. shoes, shirts, shirts, shirts, shorts, coats, hats, gloves, pants, pants, sleepwear international dress / suits of men, women, wraps, blouses strapless shorts (stockings) ladies underwear lingerie of the gentlemen lingerie bikini bath set underwear panties shorts, boxer shorts, long sleeves, tops, underwear lingerie	*Pending assignment recordal
HALSTON	Thailand	*H Heritage Licensing, LLC	(1033102)	(03/21/2016)	25	*Pending assignment recordal
HALSTON HERITAGE	Thailand	*H Heritage Licensing, LLC	181107152	03/23/2018	14: Clasp ring with keychain made of silver gemstone jewelry gems made of precious metal, necklace, gemstone, earrings, bracelet, brooch, clip, necktie, cufflinks, watches, watches, chronometers (time)	*Pending assignment recordal
HALSTON HERITAGE	Thailand	*H Heritage Licensing, LLC	181114058	06/01/2018	18: Handbag wallet, wallet credit card holder, business card holder, keyboard case made of leather, keyboard made of artificial leather, leather key, keyboard made of artificial leather, medium size handbag, travel bag, pay pocket, sports bag, beach bag, diaper bag, shoulder bag, backpack, carrying case, document bag for umbrella, cloth bag for cosmetics	*Pending assignment recordal
HALSTON HERITAGE	Thailand	*H Heritage Licensing, LLC	181107327	03/23/2018	35: Retail clothing retail shoes retail bags and leather retail sunglasses and sunglasses retail watch retail jewelry retail fragrances retail linen retail windows and floor coverings and furniture retail candles sells goods online	*Pending assignment recordal










Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Turkey	*H Heritage Licensing, LLC	2007 52011	08/29/2008	<p>9: Eyeglasses, sunglasses, contact lenses and their boxes, cases, parts and accessories.</p> <p>14: Jewelry goods (including their imitation), gold, jewelery, precious stones and articles thereof jewelery, cufflinks, tie pins and sculptures, knick-knacks. clocks and time measuring devices, (chronometers, metronomes and parts, including watch bands).</p> <p>18: Leather, leather imitations, or other materials not included in other classes for transporting finished goods (purses, leather or stout leather boxes and chests, key included). umbrellas, parasols, sunshades, walking sticks.</p> <p>25: Top worn clothes, shirts; sweaters; pants; shorts; skirts; clothing; coats; jackets; daily team clothing; bathing suits; underwear; sleeping garments; headgear; foot wear; scarves; belts.</p>	*Pending assignment recordal
HALSTON	Turkey	*H Heritage Licensing, LLC	2007 52011	09/27/2007	<p>9: Eyeglasses, sunglasses, lenses and their boxes, cases, parts and accessories.</p> <p>14: Jewelry (including imitations) gold, jewelery, precious stones and jewelery, cufflinks, tie pins and statues, figurines. Clocks and time measuring devices (including chronometers, metronome and parts, watchbands). Jewelry articles (including imitations), jewelery, precious stones and jewelery, cufflinks, tie pins and sculptures, figurines. Clocks and time measuring devices (including chronometers, metronome and parts, watchbands).</p> <p>18: Goods not contained in any other classes for transporting leather, leather imitations or other materials (including bags, leather or leather boxes and crates, key rings). Umbrellas, sun umbrellas, sunshades, canes. Articles not included in any other classes for carrying of leather, leather imitations or other materials (including bags, leather or leather boxes and crates, key rings). Umbrellas, sun umbrellas, sunshades, canes</p> <p>25: Hats, shirts, pullovers, shorts, skirts, dresses, breeches, shorts, dresses, coats, pants, trousers. Back to top Wear garments, dress shirts overalls trousers shorts skirts dresses overcoats jackets daily suit clothing swimming clothes undergarments sleep clothes head clothes foot clothes scarves belts.</p>	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
ROY FROWICK	U.S.	*H Heritage Licensing, LLC	(88011227)	(06/22/2018)	25: Footwear	*Pending assignment recordal
HALSTON	UK	*H Heritage Licensing, LLC	UK00001021969	12/10/1973	14: Precious metals and their alloys and articles included in Class 14 made of precious metals or coated therewith; jewelry, precious stones; horological and chronometric instruments. 16: Paper and paper articles, all included in Class 16, printed matter, instructional and teaching material (other than apparatus) and sewing patterns (printed matter). 18: Leather, imitation leather and articles included in Class 18 made from such materials; trunks, travelling bags, umbrellas, parasols and walking sticks. 25: Articles of clothing for women and girls; suits and shirts, all for men. 26: Lace, embroidery, ribbons, and braid, all being textile small wares; buttons, press buttons; hooks, eyes, pins and needles, all included in Class 26; and artificial flowers.	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	UK	*H Heritage Licensing, LLC	UK00001052288	09/18/1975	26: wigs and hair pieces (for wear)	*Pending assignment recordal
HALSTON	United Arab Emirates	*H Heritage Licensing, LLC	(115791)	(07/01/2008)	18	*Pending assignment recordal
HALSTON	United Arab Emirates	*H Heritage Licensing, LLC	(115792)	(07/01/2008)	25	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	United Arab Emirates	*H Heritage Licensing, LLC	(188402)	(03/14/2013)	18: Handbags, wallets hand pocket and wrote portfolio pocket and hand the governor of the coin and wallets for credit card and cradles card business and the governor of the keys made of leather or leather fob keychains made of leather or leather fob, handbags, suitcases and bags of pregnancy for all alagradohakaúb shopping bags sports bags that carry-on luggage and pocket portfolio bags and bags of documents and pregnancy bras and governor currency in the nature of wallets and small bags for cosmetics sold empty and make-up bags sold empty	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON H HERITAGE (Stylized) 	United Arab Emirates	*H Heritage Licensing, LLC	(188403)	(03/14/2013)	25: Clothing, namely upper garment, shirts, jackets, albulaz and trousers and shorts and pants, skirts, dresses and women's dresses and long coats and jackets (jackets) the jumpers, allowances and panties allowances and allowances comfortable and sport coats, jackets and shirts loose external sports apparel and nonwoven anglers and short sleeve shirts and jeans from petticoat foreign robes sleeveless shirts and jackets women's clothing, household and women's underwear, swimwear, underwear, pajamas, bathrobes, and bathrobes. (long robe) and scarves, belts, gloves and knitted garments and headwear, shoes, neckties and napkins	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	United Arab Emirates	*H Heritage Licensing, LLC	(188404)	(03/14/2013)	35: Compilation of a variety of products for the benefit of third parties (excluding transport) to enable customers to preview, buy easily, specifically, underwear, lingerie and women's apparel and shoes and belts, handbags, wallets and hand pocket portfolio and shopping bags and luggage and small leather goods, sunglasses and specifically tires glasses and cut and glasses, sunglasses, cans glasses, sunglasses, eyewear and accessories specifically tapes and ropes neck and head tapes that restrict the movement of the glasses on the worn watches, jewelry and jewelry detailed, perfumes, bed linens and shower curtains and bath linens and kitchen linens and tablecloths and blankets nets and carpets and furniture and candles; such services can be provided by retail stores and online retail stores	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
H (Stylized) 	USA	*H Heritage Licensing, LLC	(87095850)	(07/07/2016)	14: jewelry, timepieces and chronometric instruments	*Pending assignment recordal
H (Stylized) 	USA	*H Heritage Licensing, LLC	4720835	04/14/2015	18: backpacks	*Pending assignment recordal
H (Stylized) 	USA	*H Heritage Licensing, LLC	5137808	02/07/2017	18: Luggage; travel bags; sports bags and reusable shopping bags	*Pending assignment recordal
H (Stylized) 	USA	*H Heritage Licensing, LLC	4013310	08/16/2011	18: tote bags; all-purpose carrying bags; pocketbooks	*Pending assignment recordal
H (Stylized) 	USA	*H Heritage Licensing, LLC	4289286	02/12/2013	25: Clothing, namely, shorts, skirts, caftans, suits, pants suits, sport coats, capes, shirt-jackets	*Pending assignment recordal
H (Stylized) 	USA	*H Heritage Licensing, LLC	4026797	09/13/2011	25: Clothing, namely, tops, shirts, sweaters, sports shirts, blouses, pants, trousers, dresses, coats, jackets, vests, leisure suits, belts, footwear	*Pending assignment recordal
H (Stylized) 	USA	*H Heritage Licensing, LLC	(87095795)	(07/07/2016)	9: Eyewear, eyeglass cases, eyewear accessories, namely, straps, neck cords and head straps which restrain eyewear from movement on a wearer	*Pending assignment recordal



Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	USA	*H Heritage Licensing, LLC	(86901867)	(2/9/2016)	11: Table lamps, clamp-fixed lamps, wall lamps, ceiling lamps, floor lamps, suspension lamps, outdoor/garden lamps, spotlights, lampshade holders, lamp shades, chandeliers, neon lamps, lamp bases, light diffusers, sockets for electric lights; gas and electric cooking hobs or ranges; electric toasters, electric kettles; electric food warmers; electric roasters, electric tea and coffee machines for commercial and domestic use; electric coffee percolators for domestic use; refrigerators and freezers; hair driers, electric fans, air conditioners for domestic use; taps or faucets, saunas, sinks, showers, whirlpools; toilet bowls; humidifiers, dehumidifiers, electric vaporizers	*Pending assignment recordal
HALSTON	USA	*H Heritage Licensing, LLC	2166353	6/16/1998	14: costume jewelry	*Pending assignment recordal
HALSTON	USA	*H Heritage Licensing, LLC	2588723	7/2/2002	18: bags, purses, handbags	*Pending assignment recordal
HALSTON	USA	*H Heritage Licensing, LLC	1012939	6/10/1975	18: luggage	*Pending assignment recordal
HALSTON	USA	*H Heritage Licensing, LLC	2393797	10/10/2000	18: women's handbags, purses, pocketbooks and shopping bags	*Pending assignment recordal
HALSTON	USA	*H Heritage Licensing, LLC	5317787	10/24/2017	20: Mirrors, cushions, pillows, keyboards for hanging keys, chairs, tables, benches, deck-chairs, armchairs; furniture being wall units; sofas, writing desks, wardrobes, cupboards, beds, shelves, chests of drawers, umbrella stands, tea carts, footstools, book cases, clothes hangers	*Pending assignment recordal


Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	USA	*H Heritage Licensing, LLC	(86929395)	(3/4/2016)	21: Hairbrushes, fitted vanity cases, comb cases, hair combs, household cleaning sponges, egg cups not of precious metals, serving spoons, slotted spoons, basting spoons, mixing spoons, bread boxes, cake servers, casseroles, cruet stands not of precious metals for oil and vinegar, pepper grinders, spice pots, sugar bowls, canister sets, pitchers, pots, vases, gravy boats, covers for dishes and pots, butter dishes, napkin holders, toothpick holders, non-electric kettles, non-electric coffee makers, plates, serving platters, saucepans, saucers, soup tureens, serving trays not of precious metals; decanters, bottle openers, cork screws, cups, jugs, bowls, mugs, drinking glasses, decorative glass boxes and plates, non-electric candelabras not of precious metals, candlesticks not of precious metals, flower pots and vases, glass vases, glass ornaments; vases, ornaments of china, crystal, glass, porcelain; statuettes, figurines and sculptures in crystal; table centerpieces being plates and vases of crystal, china, glass, porcelain, ceramic; drinking vessels, plates and dishes not of precious metals, empty bottles, coffee service not of precious metals, ceramic figurines; vases, ornaments, statuettes, figurines and sculptures in porcelain; pans and bowls in ceramics and terra cotta or earthenware; trays not of metal, namely, trays for domestic purposes, not of meta	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	USA	*H Heritage Licensing, LLC	(86901967)	(2/9/2016)	24: Fabrics for the manufacture of clothing articles and of furnishings, brocade, damask, flannel, fustian, taffeta, tulle, velvet, knitted fabrics, silk fabrics, woolen fabrics, linen fabrics, hemp yarn fabrics, ramie fabrics, rayon fabrics, synthetic fiber fabrics, felts, mixed fiber fabrics, mixed yarn fabrics, cotton fabrics, curtains, textile wall hangings, towels, bath linen, fabric table runners, cloth coasters, textile napkins, textile place mats, textile dish mats and carafe mats, table cloths not of paper, table linen, quilts, paper bed covers, bed blankets and sheets, down coverlets, bed linen, mattress covers, dishcloths, and fabric handkerchiefs	*Pending assignment recordal
HALSTON	USA	*H Heritage Licensing, LLC	2226564	2/23/1999	25: belts	*Pending assignment recordal
HALSTON	USA	*H Heritage Licensing, LLC	999713	12/17/1974	25: men's suits and shirts	*Pending assignment recordal
HALSTON	USA	*H Heritage Licensing, LLC	2492960	9/25/2001	25: shoes and boots	*Pending assignment recordal
HALSTON	USA	*H Heritage Licensing, LLC	1002073	1/21/1975	25: women's hats, jackets, skirts, blouses, shirts, suits, pants suits, trousers, vests, capes, dresses, robes, pajamas, sweaters, shorts, caftans, coats, scarves, raincoats, rainhats and rainsuits 42: retail clothing store services	*Pending assignment recordal




<b>Mark</b>	<b>Country (Sorted ↓)</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>International Class + Goods/Services</b>	<b>Status</b>
HALSTON	USA	*H Heritage Licensing, LLC	5311765	10/17/2017	25: Women's intimate apparel, namely, camisoles, shapewear, namely, body suits and body shapers, body stockings, leotards and unitards, bed jackets and loungewear; slips	*Pending assignment recordal
HALSTON	USA	*H Heritage Licensing, LLC	(86902358)	(2/9/2016)	27: Carpeting, door mats, rugs, carpet tiles, wallpaper	*Pending assignment recordal
HALSTON	USA	*H Heritage Licensing, LLC	3621452	5/19/2009	35: On-line retail store services featuring apparel and related accessories; Retail store services featuring apparel and related accessories	*Pending assignment recordal
HALSTON	USA	*H Heritage Licensing, LLC	4743905	5/26/2015	4: Candles	*Pending assignment recordal
HALSTON	USA	*H Heritage Licensing, LLC	(86929433)	(3/4/2016)	43: Bar services, cafeterias, snack-bar, pubs, bar-restaurants, wine bars, self-service restaurants, restaurants, carry-out restaurants; restaurants featuring home delivery; delicatessen being restaurants; providing banquet and social function facilities for special occasions; food and drink catering; canteen services; cocktail lounges, dude ranches, food preparation; providing advice on wine and wine and food pairing being sommelier services; travel agency services in the form of reservation and booking of temporary lodging; providing and arranging temporary housing accommodation; tourist homes and tourist hostels, hotels, boarding houses, guest houses, farm houses as temporary lodging; resort lodging services, hotel services for preferred customers, hotel reservation, retirement homes, rental of meeting rooms for social gatherings and meetings; providing conference rooms; pet boarding and day care services; providing food to needy persons as charitable services; rental of food service equipment; rental of table linen, rental of bar equipment; all the aforesaid being services for third parties	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	USA	*H Heritage Licensing, LLC	1103001	9/26/1978	9: eyeglass frames and parts thereof; sunglasses; and eyeglass and sunglass cases	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	USA	*H Heritage Licensing, LLC	4552411	06/17/2014	18: Handbags, purses, pocketbooks, wallets, coin purses, credit card cases, tote bags, travel bags, all-purpose carrying bags, shopping bags of leather or imitations of leather, sport bags, back packs, billfolds, briefcases, carry cases for documents, coin holders in the nature of wallets	*Pending assignment recordal
HALSTON H HERITAGE (Stylized) 	USA	*H Heritage Licensing, LLC	4530359	05/13/2014	25: Clothing, namely, tops, shirts, sweaters, sports shirts, blouses, pants, shorts, trousers, skirts, dresses, caftans, coats, jackets, vests, suits, pants suits, leisure suits, sport coats, blazers, outerwear, namely, coats made of fur or faux fur, sport shirts, knitwear, namely, jumpers, knitted skirts, knitted shirts, knitted leggings, knitted shorts, t-shirts, shirt-jackets, loungewear, footwear	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON H HERITAGE (Stylized) 	USA	*H Heritage Licensing, LLC	4400905	09/10/2013	35: Retail store services in the field of clothing, underwear and lingerie, footwear, belts, handbags, purses, pocketbooks and shopping bags, luggage, small leather goods, eyewear, namely, eyeglass frames and their parts, sunglasses and eyeglass and sunglass cases, watches, and costume jewelry, fragrances	*Pending assignment recordal
H BY HALSTON	USA - (US)	*H Heritage Licensing, LLC	5,530,515	07/31/2018	18: Leather and imitations of leather, and goods made of these materials and not included in other classes, namely, handbags, carrying cases, wallets, attaché cases, briefcases, tote bags, luggage, knapsacks, change purses, business and credit card cases and holders, pouches; all-purpose sports and athletic bags; beach, book, carry-on, duffel, diaper, gym, leather shopping, shoulder, tote and travel bags; fanny packs and waist packs; backpacks; knapsacks; purses; garment bags for travel; satchels; luggage; luggage tags; trunks; suitcases; hat boxes for travel not of paper or cardboard; tool bags sold empty; briefcases; briefcase-type portfolios; men's clutches; business cases; business card cases; business tote bags; calling and credit card cases; key cases; leather key chains; wallets; banknote holders; billfolds; umbrellas; parasols; walking sticks; messenger bags, handbags, shopping tote bags, grocery tote bags	Registered  Section 8 & 15 due 07/31/2023 – 07/31/2024  *Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON	Venezuela	*H Heritage Licensing, LLC	F078776	04/09/1975	16	*Pending assignment recordal
HALSTON	Venezuela	*H Heritage Licensing, LLC	F078775	04/09/1975	22	*Pending assignment recordal
HALSTON	Venezuela	*H Heritage Licensing, LLC	F078778	04/09/1975	22	*Pending assignment recordal
HALSTON	Venezuela	*H Heritage Licensing, LLC	F078777	04/09/1975	26	*Pending assignment recordal
HALSTON	Venezuela	*H Heritage Licensing, LLC	F085577	12/06/1977	39	*Pending assignment recordal
HALSTON	Vietnam	*H Heritage Licensing, LLC	4-0200176-000	02/20/2013	18: Handbag; hand bags for women; wallet (pocket wallet); coin purse; credit card holder; business card case; key box made of leather or imitation leather; key ring made of leather or imitation leather; women's shopping bags; travel bags; multifunctional bag; sports bag; luggage (suitcase, chest, chest). 25: Clothing, namely: overcoat of the body (especially women), shirt, sweater, sports shirt, gown (work wear), underpants shorts, trousers, skirts, dresses, lapels, jackets, vests, vests, suits, suits and pants, sports gowns, sleeveless blouses, tunic, indoor wear, swimwear, underwear, underwear, scarves, belts, gloves (costumes ), headgear, footwear.	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
HALSTON H HERITAGE (Stylized) 	Vietnam	*H Heritage Licensing, LLC	4-0220424-000	02/26/2014	18: Handbag; hand bags for women; small handbag; wallet (pocket wallet); coin purse; credit card holder; business card case; key box made of leather or imitation leather; key ring made of leather or imitation leather; women's shopping bags; travel bags; multifunctional bag; shopping bags; sports bag; backpack; luggage (suitcases, trunks, trunks); briefcase documents; coin holder (money box); purse (not inside); makeup bag (not included) 24: Cloth handkerchiefs 25: Clothing, namely: overcoat of the body (especially women), shirt, sweater, sports shirt, gown (work wear), underpants skirts, shorts, skirts, dresses, sports gowns, blazers (usually with a logo attached to an organization), outer coats, knitwear (outerwear), short sleeves, denim clothing, robes hand- made, t-shirts, indoor clothing, women's underwear, swimwear, underclothes, nightwear, bathing gowns, outer gowns; scarf, belt (costume), gloves (costume); knitwear, headgear, leggings, ties 35: Retail and retail services for clothing, underwear, underwear, footwear, belts, handbags, women's handbags, handbags small arms, shopping bags, luggage, small leather goods, spectacles, spectacle frames and parts thereof, eyeglasses, sunglasses, eyeglass cases and sunglasses and accessories, eyeglasses namely straps, neck strap and headband keep eyeglasses on the wearer while in motion, watches; jewelry; fragrances, bed linen, bathroom curtains, towels, kitchen linen, tablecloths, window blinds, carpets, furniture, candles	*Pending assignment recordal

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
H HALSTON	Canada - (CA)	*H Licensing, LLC	(1734835)	(06/26/2015)	Eyewear; eyeglasses; sunglasses; lenses for sunglasses; eyeglass frames; sunglass frames; opera glasses; reading glasses; spectacles; eyeglass, sunglass and spectacle cases; eyeglass, sunglass and spectacle straps; eyeglass, sunglass and spectacle chains; related accessories, namely, hard cases for eyewear, soft pouches for eyewear and lens cloths; parts and fittings for eyeglasses, sunglasses and spectacles. Timepieces; women's and men's cuff bracelets; costume jewelry; jewelry. Leather and imitations of leather, and goods made of these materials and not included in other classes, namely, handbags, carrying cases, wallets, attaché cases, briefcases, tote bags, luggage, knapsacks, change purses, business and credit card cases and holders, pouches; all-purpose sports and athletic bags; beach, book, carry-on, duffel, diaper, gym, leather shopping, shoulder, tote and travel bags; fanny packs and waist packs; backpacks; knapsacks; purses; garment bags for travel; satchels; luggage; luggage tags; trunks; suitcases; hat boxes for travel not of paper or cardboard; tool bags sold empty; briefcases; briefcase-type portfolios; men's clutches; business cases; business card cases; business tote bags; calling and credit card cases; key cases; leather key chains; wallets; banknote holders; billfolds; umbrellas; parasols; walking sticks; messenger bags, handbags, shopping tote bags, grocery tote bags. Clothing, namely, belts, jackets, gloves, dresses, coats, sweaters, tights, leggings, socks, knee highs, shirts, suits, pants, slacks, trousers, gowns, jumpsuits, blouses, skirts, hosiery, panty hose stockings, jeans, shorts, sweaters, sweatshirts, hooded shirts and sweatshirts, vests, t-shirts, overalls, swimsuits, underwear briefs and tops, bras and panties, lingerie, slips, camisoles, hosiery, shape wear, namely, girdles, body shapers, bodysuits, sleepwear and loungewear; knit bottoms, tops, and trousers; woven bottoms, tops, and trousers; wedding gowns; aprons; bibs of cloth for children; bridal apparel and accessories, namely, bridal gowns and bridesmaid dresses; children's and infant's apparel, namely, pants, shirts, t-shirts, skirts, dresses, coats, jackets, sweaters and socks ; neckwear; footwear; headwear	Filed  Declaration of Use Due 06/26/2019  *Pending assignment recordal

H HALSTON	European Union Trademark - (EM)	H Licensing, LLC	14,342,562	12/17/2015	<p>9: Eyewear; eyeglasses; sunglasses; lenses for sunglasses; eyeglass frames; sunglass frames; opera glasses; reading glasses; spectacles; eyeglass, sunglass and spectacle cases; eyeglass, sunglass and spectacle straps; eyeglass, sunglass and spectacle chains; related accessories, namely, hard cases for eyewear and soft pouches for eyewear; parts and fittings for eyeglasses, sunglasses and spectacles</p> <p>14: Timepieces; women's and men's cuff bracelets; costume jewelry; jewelry</p> <p>18: Leather and imitations of leather, and goods made of these materials and not included in other classes, namely, bags, handbags, carrying cases, wallets, attaché cases, briefcases, tote bags, luggage, knapsacks, change purses, business and credit card cases and holders, and pouches; bags; all-purpose sports and athletic bags; beach, book, carry-on, duffel, diaper, gym, leather shopping, shoulder, tote and travel bags; fanny packs and waist packs; backpacks; knapsacks; purses; garment bags for travel; satchels; luggage; luggage tags; trunks; suitcases; hat boxes for travel not of paper or cardboard; tool bags sold empty; briefcases; briefcase-type portfolios; men's clutches; business cases; business card cases; business tote bags; calling and credit card cases; key cases; leather key chains; wallets; banknote holders; billfolds; umbrellas; parasols; walking sticks; messenger bags; handbags; shopping tote bags; grocery tote bags</p> <p>25: Clothing; belts [clothing]; jackets; gloves; dresses; coats; sweaters; tights; leggings; socks; knee high socks and tights; shirts; suits; pants; slacks; trousers; gowns; jumpsuits; blouses; skirts; hosiery; panty hose stockings; jeans; shorts; sweaters; sweatshirts; hooded shirts and sweatshirts; vests; waistcoats; t-shirts; overalls; swimwear; swimsuits; underwear; briefs; tops; bras; panties; lingerie; slips; camisoles; hosiery; shapewear; girdles; body shapers; bodysuits; sleepwear; loungewear; knit bottoms, tops and trousers; woven bottoms, tops and trousers; wedding gowns; aprons; bibs of cloth for children; bridal apparel; bridal gowns; bridesmaid dresses; children's and infants' apparel; neckwear; footwear; headgear</p>	<p>Registered</p> <p>Renewal due 07/07/2024 – 07/07/2025</p>
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H BY HALSTON	USA - (US)	H Licensing, LLC	5,082,664	11/15/2016	14: jewelry, watches	Registered 8 & 15 due 11/15/2021 – 11/15/2022
H BY HALSTON	USA - (US)	H Licensing, LLC	5,082,749	11/15/2016	14: Timepieces; women's and men's cuff bracelets; costume jewelry; jewelry	Registered Renewal due 11/15/2021 – 11/15/2022

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H BY HALSTON	USA - (US)	H Licensing, LLC	4,085,186	01/10/2012	18: Handbags; wallets, tote bags; travel bags; all-purpose carrying bags; sports bags; women's handbags, purses, pocketbooks; leather shopping bags; textile shopping bags	Registered 8 & 9 Renewal due between 01/10/2021 – 01/10/2022
H BY HALSTON	USA - (US)	H Licensing, LLC	5,464,844	05/08/2018	25: Clothing, namely, leggings, jumpsuits, knit bottoms; footwear	Registered Section 8 & 15 Declaration due 05/08/2023 – 05/08/2024
H BY HALSTON	USA - (US)	H Licensing, LLC	3,948,842	04/19/2011	25: footwear	Registered Renewal due 04/19/2020 – 04/19/2021
H BY HALSTON	USA - (US)	H Licensing, LLC	5,088,541	11/22/2016	25: Clothing, namely, belts, jackets, dresses, coats, sweaters, shirts, pants, slacks, trousers, blouses, skirts, shorts, sweaters, vests, t-shirts, loungewear; knit tops; neckwear; headwear.	Registered 8 & 15 due 11/22/2021 – 11/22/2022
H BY HALSTON	USA - (US)	H LICENSING, LLC	(87/905,378)	(05/03/2018)	18: Garment bags for travel; luggage; luggage tags; trunks; suitcases; hat boxes for travel not of paper or cardboard; tool bags sold empty; briefcases; briefcase-type portfolios; men's clutches; business cases; business card cases; calling and credit card cases; key cases; leather key chains; banknote holders; billfolds; umbrellas; parasols; walking sticks; shopping tote bags, grocery tote bags	Filed Published for opposition 12/18/2018
H HALSTON	USA - (US)	H Licensing, LLC	5,464,842	05/08/2018	9: Eyewear; sunglasses; lenses for sunglasses; sunglass frames; eyeglass, sunglass and spectacle cases; related accessories, namely, hard cases for eyewear, soft pouches for eyewear and lens cloths; parts and fittings for eyeglasses, sunglasses and spectacles	Registered Section 8 & 15 Declaration due between 05/08/2023 – 05/08/2024

H HALSTON	USA - (US)	H Licensing, LLC	5,464,843	05/08/2018	14: Women's cuff bracelets; costume jewelry; jewelry	Registered Section 8 & 15 Declaration due between 05/08/2023 – 05/08/2024
H HALSTON	USA - (US)	H Licensing, LLC	5,448,798	04/17/2018	18: Leather and imitations of leather, and goods made of these materials and not included in other classes, namely, handbags, carrying cases, wallets, tote bags, knapsacks, change purses, pouches; book, carry-on, leather shopping, shoulder, tote and travel bags; backpacks; knapsacks; purses; satchels; business tote bags; wallets; messenger bags, handbags	Registered Section 8 & 15 Declaration due between 04/17/2023 – 04/17/2024
H HALSTON	USA - (US)	H Licensing, LLC	5,448,799	04/17/2018	25: Clothing, namely, jackets, dresses, coats, sweaters, shirts, suits, pants, slacks, trousers, gowns, jumpsuits, blouses, skirts, t-shirts, slips, camisoles, sleepwear and loungewear; knit tops; woven bottoms, tops, and trousers; wedding gowns; bridal apparel and accessories, namely, bridal gowns and bridesmaid dresses; neckwear; footwear	Registered Section 8 & 15 Declaration due between 04/17/2023 – 04/17/2024
H BY HALSTON	USA – (US)	H Licensing, LLC	5,102,114	12/13/2016	9: Eyewear; Sunglasses; Cases for eyeglasses and sunglasses	Registered 8 & 15 due 12/13/2021 – 12/13/2022

H BY HALSTON	USA – (US)	H Licensing, LLC	5,106,671	12/20/2016	9: Eyewear; eyeglasses; sunglasses; spectacles; eyeglass, sunglass and spectacle cases	Registered 8 & 15 due 12/20/2021 – 12/20/2022
H BY HALSTON	USA – (US)	H Licensing, LLC	5,102,115	12/13/2016	25: Tops; Shirts; Sweaters; Blouses; Bottoms; Pants; Shorts; Trousers; Skirts; Dresses; Caftans; Coats; Jackets; Vests; Blazers; Outerwear, namely, coats made of fur or faux fur; Knitwear, namely, jumpers, knitted skirts, knitted leggings, knitted shorts; T-shirts; Shirt-jackets; Loungewear; Headwear; Scarves; Belts	Registered 8 & 15 due 12/13/2021 – 12/13/2022

19. IM Brands, LLC:

Mark	Country (Sorted ↓)	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
IMNYC	Canada - (CA)	IM Brands, LLC	(1740253)	(08/04/2015)	dresses; sportswear; denim; handbags; footwear; watches, eyewear	Filed  Declaration of Use Extension of Time Request due 08/04/2019
ISAAC MIZRAHI	Canada - (CA)	IM Brands, LLC	(622158-01)	(03/21/2012)	<p>Eyewear; eyeglasses; sunglasses; eyeglass frames; opera glasses; spectacles; eyeglass, sunglass and spectacle cases; eyeglass, sunglass and spectacle straps; eyeglass, sunglass and spectacle chains; related accessories, parts and fittings included in this class for all the aforesaid goods</p> <p>Leather and imitations of leather, and goods made of these materials and not included in other classes; all-purpose sports and athletic bags; beach, book, carry-on, duffel, diaper, gym, leather shopping, shoulder, tote, shopping, grocery, and travel bags; fanny packs and waist packs; backpacks; knapsacks; messenger bags; cross-body and flat bags; purses; garment bags for travel; diaper bags; satchels; luggage; luggage tags; travel bags and related/matching cosmetic bags and cases; trunks; suitcases; hat boxes for travel not of paper or cardboard; cosmetic cases and bags sold empty; toiletry and vanity cases sold empty; tool bags sold empty; attaché cases; briefcases; briefcase-type portfolios; document cases; men's clutches; business cases; business card cases; calling and credit card cases; key cases; leather key chains; wallets; banknote holders; billfolds; umbrellas; parasols; walking sticks</p> <p>Thermally insulated bags, including lunch bags, cooler bags, and tote bags; insulated water bottles; hydration products including water bottles</p> <p>Diaper changing mat/pad</p>	Filed  Declaration of Use Extension of Time Request due 05/18/2019

ISAAC MIZRAHI	Canada - (CA)	IM Brands, LLC	TMA419,374	11/12/1993	Clothing, namely suits, coats, jackets, pants, slacks, trousers, dresses, gowns, jumpsuits, blouses, skirts, hosiery, panty hose, tights, stockings, jeans, shorts, shirts, sweaters, vests, t-shirts, overalls, swimsuits, socks, underwear briefs and tops, bras and panties, lingerie, hats, scarves and gloves	Registered  Renewal due 11/12/2022 – 11/12/2023
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ISAACMIZRAHILIVE	Canada - (CA)	IM Brands, LLC	TMA939,610	06/02/2016	Apparel, namely, suits, coats, jackets, pants, slacks, trouser, dresses, gowns, jumpsuits, blouses, skirts, hosiery, panty hose, tights, stockings, jeans, shorts, shirts, sweaters, vests, t-shirts, overalls, swimsuits, socks, underwear briefs and tops, bras and panties, lingerie, hats, scarves and gloves; footwear, namely, hosiery, shoes, boots, pumps, slippers and sandals; handbags, watches, eyewear, namely, eyeglasses, contact lenses, eyeglass frames, sunglasses; belts, scarves	Registered Renewal due 06/02/2030 – 06/02/2031
ISAAC MIZRAHI	Chile - (CL)	IM Brands, LLC	1,063,881	12/17/2013	<p>9: eyewear; eyeglasses; sunglasses; eyeglass frames; opera glasses; spectacles; eyeglass, sunglass and spectacle cases; eyeglass, sunglass and spectacle straps; eyeglass, sunglass and spectacle chains; related accessories, parts and fittings included in this class for all the aforesaid goods</p> <p>18: leather and imitations of leather, and goods made of these materials and not included in other classes; all-purpose sports and athletic bags; beach, book, carry-on, duffel, diaper, gym, leather shopping, shoulder, tote and travel bags; fanny packs and waist packs; backpacks; knapsacks; purses; garment bags for travel; satchels; luggage; luggage tags; trunks; suitcases; hat boxes for travel not of paper or cardboard; cosmetic cases and bags sold empty; toiletry and vanity cases sold empty; tool bags sold empty; attaché cases; briefcases; briefcase-type portfolios; document cases; men's clutches; business cases; business card cases; calling and credit card cases; key cases; leather key chains; wallets; banknote holders; billfolds; umbrellas; parasols; walking sticks</p> <p>25: clothing, footwear, headgear</p>	Registered Renewal due 12/17/2022 – 12/17/2023

ISAAC MIZRAHI	China – (CN)	IM Brands, LLC	(1122994)	(05/15/2012)	<p>9: Eye glass frames and sunglasses</p> <p>18: Leather goods, namely, hand bags, attaché cases, briefcases, tote bags, luggage, knapsacks, wallets, change purses, business and credit card cases</p> <p>25: Clothing, namely, jeans, parkas, belts, hosiery, and leggings; footwear, shoes, sandals, and boots; clothing, namely, bathing suits, boots, coats, dresses, jackets, jeans, jumpsuits, leggings, pants, parkas, sandals, shirts, shoes, shorts, skirts, suits, sweaters, T-shirts and vests</p>	Filed
TRUE ISAAC MIZRAHI	China – (CN)	IM Brands, LLC	(1,355,968)	(05/23/2017)	3: Skin care cosmetics; color cosmetics; nail polish; cosmetics, namely, cleansers, moisturizers, face tonics, face masks, gels, oil, creams, face powder, foundation, blushers, mascara, eye shadow, eyeliner, eye makeup remover, lipstick, lip pencil, nail enamel, and nail care preparations	Pending
ISAAC MIZRAHI	China P.R. - (CN)	IM Brands, LLC	20642264A	10/07/2017	3: Disinfectant soap; Cakes of toilet soap; The cleansing lotion, bath lotion, care hair element, Hair lotions, Shampoos, Deodorant soap, Cleaning preparations, Polishing preparations, Grinding preparations, Whitening the skin (Cream for -), Make-up powder, Pencils (Cosmetic -), Mascara, Eyelashes (Cosmetic preparations for -), eye shadow, Talcum powder, for toilet use, After-shave lotions, Skin care (Cosmetic preparations for -), Creams (Cosmetic -), Lotions for cosmetic purposes, Oils for cosmetic purposes, Oils for toilet purposes, The medical massage gel, Complete set of cosmetics, Varnish (Nail -), Colorants for toilet purposes, Dyes (Cosmetic -), Make-up preparations, Make-up, Waving preparations for the hair, hair oil, Hair spray, Hair straightening preparations, Perfumes, Make-up removing preparations, Nail polish, Nail care preparations, Lipsticks, Lip Gloss, Dentifrices, Dry flower petals and spices (SPICE), Cosmetics for animals, Air fragrance agent	Registered Renewal due 10/06/2027

ISAAC MIZRAHI	China P.R. - (CN)	IM Brands, LLC	1,122,994	05/15/2012	18: Leather goods, namely, hand bags, attaché cases, briefcases, tote bags, luggage, knapsacks, wallets, change purses, business and credit card cases	Registered Renewal due: 05/15/2021 – 05/15/2022
ISAAC MIZRAHI	China P.R. – (CN)	IM Brands, LLC	20,642,264	04/28/2018	3: massage gels other than for medical purposes; disinfectant soap; oils for toilet purposes; oils for cosmetic purposes; cakes of toilet soap; cleansing milk for toilet purposes; lotions for cosmetic purposes; cosmetic creams; bath lotion; deodorant soap; cosmetic preparations for skin care; after-shave lotions; talcum powder, for toilet use; perfume; shampoos; hair lotions; hair conditioners; hair straightening preparations; hair spray; scalp pomade; waving preparations for the hair; make up; cosmetics; cosmetic dyes; colorants for toilet purposes; nail polish; cosmetic kits; skin whitening creams; make-up powder; cosmetic pencils; mascara; cosmetic preparations for eyelashes; eye shadow paste; make-up removing preparations; nail varnish; nail care preparations; lipsticks; lip glosses; cleaning preparations; polishing preparations; grinding preparations; denifrices; cosmetics for animals	Registered Renewal due 04/27/2027 – 04/27/2028

ISAAC MIZRAHI	China P.R. – (CN)	IM Brands, LLC	19,035,556	03/07/2017	14: alloys of precious metal, jewelry with gift, ring (jewelry), earrings, agates, precious stones, necklace (jewelry), jewelry accessories, jade carving jewelry, wristwatches	Registered Renewal due 03/06/2026 – 03/06/2027
IMNYC	European Union Trademark - (EM)	IM Brands, LLC	14,481,642	12/10/2015	9: eyewear; sunglasses; spectacles; glasses cases 14: watches; jewelry; imitation jewelry; bracelets, necklaces and earrings; cufflinks and tie pins 18: bags; luggage; leather belts; toiletry bags; rucksacks; backpacks; sports bags; beach bags; travel bags; luggage; handbags; shoulder bags; tote bags; wallets; purses; goods made of leather and /or imitations of leather, namely bags, luggage, belts, toiletry bags, rucksacks, backpacks, sports bags, beach bags, travel bags, handbags, shoulder bags, tote bags, wallets, purses 25: clothing; dresses; sportswear; footwear; headgear; clothing, headgear and footwear made of denim	Registered Renewal due 08/17/2024 – 08/17/2025




ISAAC MIZRAHI	European Union Trademark - (EM)	Im Ready-Made, LLC	5,248,638	07/20/2007	<p>9: Eyewear; eyeglasses; sunglasses; eyeglass frames; opera glasses; spectacles; eyeglass, sunglass and spectacle cases; eyeglass, sunglass and spectacle straps; eyeglass, sunglass and spectacle chains; related accessories, parts and fittings included in this class for all the aforesaid goods</p> <p>18: Leather and imitations of leather, and goods made of these materials and not included in other classes; all-purpose sports and athletic bags; beach, book, carry-on, duffel, diaper, gym, leather shopping, shoulder, tote and travel bags; fanny packs and waist packs; backpacks; knapsacks; purses; garment bags for travel; satchels; luggage; luggage tags; trunks; suitcases; hat boxes for travel not of paper or cardboard; cosmetic cases and bags sold empty; toiletry and vanity cases sold empty; tool bags sold empty; attaché cases; briefcases; briefcase-type portfolios; document cases; men's clutches; business cases; business card cases; calling and credit card cases; key cases; leather key chains; wallets; banknote holders; billfolds; umbrellas; parasols; walking sticks</p> <p>25: Clothing, footwear, headgear</p>	<p>Registered</p> <p>Renewal due 08/31/2025 – 08/31/2026</p>
ISAAC MIZRAHI	Hong Kong - (HK)	IM Brands, LLC	302,192,869	03/16/2012	<p>9: eyewear; eyeglasses; sunglasses; eyeglass frames; opera glasses; spectacles; eyeglass, sunglass and spectacle cases; eyeglass, sunglass and spectacle straps; eyeglass, sunglass and spectacle chains; related accessories, parts and fittings included in this class for all the aforesaid goods</p> <p>18: leather and imitations of leather, and goods made of these materials and not included in other classes; all-purpose sports and athletic bags; beach, book, carry-on, duffel, diaper, gym, leather shopping, shoulder, tote and travel bags; fanny packs and waist packs; backpacks; knapsacks; purses; garment bags for travel; satchels; luggage; luggage tags; trunks; suitcases; hat boxes for travel not of paper or cardboard; cosmetic cases and bags sold empty; toiletry and vanity cases sold empty; tool bags sold empty; attaché cases; briefcases; briefcase-type portfolios; document cases; men's clutches; business cases; business card cases; calling and credit card cases; key cases; leather key chains; wallets; banknote holders; billfolds; umbrellas; parasols; walking sticks</p> <p>25: clothing, footwear, headgear</p>	<p>Registered</p> <p>Renewal due 03/15/2021 – 03/15/2022</p>


ISAAC MIZRAHI	International - (designating China, South Korea)	IM Brands, LLC	1,122,994	05/15/2012	9: eye glass frames and sunglasses  18: Leather goods, namely, hand bags, attaché cases, briefcases, tote bags, luggage, knapsacks, wallets, change purses, business and credit card cases  25: Clothing, namely, jeans, parkas, belts, hosiery, and leggings; footwear, shoes, sandals, and boots	Registered  Renewal due 05/15/2021 – 05/15/2022
TRUE ISAAC MIZRAHI	International - (designating China, South Korea)	IM Brands, LLC	1,355,968	05/23/2017	3: Skin care cosmetics; color cosmetics; nail polish; cosmetics, namely, cleansers, moisturizers, face tonics, face masks, gels, oil, creams, face powder, foundation, blushers, mascara, eye shadow, eyeliner, eye makeup remover, lipstick, lip pencil, nail enamel, and nail care preparations	Registered  Renewal due 05/23/2026 – 05/23/2027

ISAAC MIZRAHI	Japan - (JP)	Isaac Mizrahi & Co., L.P.	5,114,834	02/29/2008	<p>9: eyewear; eyeglasses; sunglasses; eyeglass frames; opera glasses; spectacles; eyeglass, sunglass and spectacle cases; eyeglass, sunglass and spectacle straps; eyeglass, sunglass and spectacle chains; related accessories, parts and fittings included in this class for all the aforesaid goods</p> <p>18: leather and imitations of leather, and goods made of these materials and not included in other classes; all-purpose sports and athletic bags; beach, book, carry-on, duffel, diaper, gym, leather shopping, shoulder, tote and travel bags; fanny packs and waist packs; backpacks; knapsacks; purses; garment bags for travel; satchels; luggage; luggage tags; trunks; suitcases; hat boxes for travel not of paper or cardboard; cosmetic cases and bags sold empty; toiletry and vanity cases sold empty; tool bags sold empty; attaché cases; briefcases; briefcase-type portfolios; document cases; men's clutches; business cases; business card cases; calling and credit card cases; key cases; leather key chains; wallets; banknote holders; billfolds; umbrellas; parasols; walking sticks</p> <p>25: clothing, footwear, headgear</p>	<p>Registered</p> <p>Renewal due 02/28/2027 – 02/28/2028</p>
TRUE ISAAC MIZRAHI	Korea – (KR)	IM Brands, LLC	1,355,968	05/23/2017	<p>3: Skin care cosmetics; color cosmetics; nail polish; cosmetics, namely, cleansers, moisturizers, face tonics, face masks, gels, oil, creams, face powder, foundation, blushers, mascara, eye shadow, eyeliner, eye makeup remover, lipstick, lip pencil, nail enamel, and nail care preparations</p>	<p>Registered</p> <p>Renewal due 05/23/2026 – 05/23/2027</p>

IMNYC	Mexico - (MX)	IM Brands, LLC	1,588,515	11/10/2015	9: eyewear	Registered Renewal due 08/20/2024 – 08/20/2025
IMNYC	Mexico - (MX)	IM Brands, LLC	1,588,514	11/10/2015	14: watches	Registered Renewal due 08/20/2024 – 08/20/2025
IMNYC	Mexico - (MX)	IM Brands, LLC	1,588,513	11/10/2015	18: handbags	Registered Renewal due 08/20/2024 – 08/20/2025
IMNYC	Mexico - (MX)	IM Brands, LLC	1,588,512	11/10/2015	25: dresses; sportswear; denim; footwear	Registered Renewal due 08/20/2024 – 08/20/2025
ISAAC MIZRAHI	Mexico - (MX)	IM Brands, LLC	1,400,102	09/26/2013	9: glasses, glasses and sunglasses; lenses for the sun; frames lens, opera glasses, goggles [optical] lens cases, and goggles sunglasses, laces and belts for lenses, sunglasses and goggles; chains lens, sunglasses and goggles	Registered Renewal due 02/14/2021 – 02/14/2022
ISAAC MIZRAHI	Mexico - (MX)	IM Brands, LLC	1,400,101	09/26/2013	18: leather and imitation leather, products thereof not included in other classes; bags multi sports and athletics, beach bags, book, hand, canvas, diaper, gym, shopping for skin for charged on the shoulder, and travel of asa; fanny and bags for hung on waist, backpacks, bags shoulder to hung, purses, garment, portfolios, travel bags, luggage identifiers; travel trunks, bags hand; leather travel milliners; tester for cosmetics, sold empty; cases sold empty toilet articles, bags sold empty tool; cases for papers, holder, holder briefcase type; cases for papers, mens handbags, backpacks business; cardcases (gut) for business cards; tarjetereos (gut) for telephone and credit cards, key cases, wallets, wallets, umbrellas, sun umbrellas, walking sticks	Registered Renewal due 02/14/2021 – 02/14/2022

ISAAC MIZRAHI	Mexico - (MX)	IM Brands, LLC	1,363,030	04/26/2013	25: clothing, footwear, headgear	Registered Renewal due 02/14/2021 – 02/14/2022
ISAAC MIZRAHI	South Korea - (KR)	IM Brands, LLC	1,122,994	05/15/2012	9: Eye glass frames and sunglasses  18: Leather goods, namely, hand bags, attaché cases, briefcases, tote bags, luggage, knapsacks, wallets, change purses, business and credit card cases  25: Clothing, namely, jeans, parkas, belts, hosiery, and leggings; footwear, shoes, sandals, and boots; clothing, namely, bathing suits, boots, coats, dresses, jackets, jeans, jumpsuits, leggings, pants, parkas, sandals, shirts, shoes, shorts, skirts, suits, sweaters, T-shirts and vests	Registered Renewal due 05/15/2021 – 05/15/2022
ISAAC MIZRAHI	South Korea - (KR)	IM Brands, LLC	40-1033071	04/15/2014	18: hand bags; attached cases; briefcases; tote bags; traveling bags; cosmetic bags (sold empty); backpacks; change purposes of leather; business card cases; credit card cases	Registered Renewal due 04/15/2023 – 04/15/2024

FABULOUS ISAAC MIZRAHI	USA - (US)	IM Brands, LLC	4,502,577	03/25/2014	3: Shower gels; anti-bacterial soaps; anti-bacterial bath gels; body oils; perfumed bath and body soaps; skin cleansers; skin lotions and moisturizers; skin creams; fragrances and scented body lotions, shower gels, after shaves, deodorants for personal use, and body creams, skin cleansing creams and non-medicated skin creams; perfumed powders; potpourris; scented room and linen sprays; perfume	Registered  8 & 15 due 3/25/2019 – 3/25/2020
HEALTHY GLAMOUR	USA - (US)	IM Brands, LLC	4,852,016	11/10/2015	3: skin care cosmetics; color cosmetics; nail polish; cosmetics, namely, cleansers, moisturizers, face tonics, face masks, gels, oil, creams, face powder, foundation, blushers, mascara, eye shadow, eyeliner, eye makeup remover, lipstick, lip pencil, nail enamel, and nail care preparations  21: cosmetic brushes; Sponges used for applying make-up	Registered  8 & 15 due  11/10/2020 – 11/10/2021
I (Stylized) 	USA - (US)	IM Brands, LLC	4,463,250	01/07/2014	9: Eyewear; eyeglasses; sunglasses; eyeglass frames; opera glasses; spectacles; eyeglass, sunglass and spectacle cases; eyeglass, sunglass and spectacle straps; eyeglass, sunglass and spectacle chains; related accessories, namely, hard cases for eyewear, soft pouches for eyewear and lens cloths; parts and fittings for eyeglasses, sunglasses and spectacles  18: Leather and imitations of leather, and goods made of these materials and not included in other classes, namely, handbags, carrying cases and wallets; all-purpose sports and athletic bags; beach, book, carry-on, duffel, diaper, gym, leather shopping, shoulder, tote and travel bags; fanny packs and waist packs; backpacks; knapsacks; purses; garment bags for travel; satchels; luggage; luggage tags; trunks; suitcases; hat boxes for travel not of paper or cardboard; cosmetic cases and bags sold empty; toiletry and vanity cases sold empty; tool bags sold empty; attaché cases; briefcases; briefcase-type portfolios; document cases; men's clutches; business cases; business card cases; calling and credit card cases; key cases; leather key chains; wallets; banknote holders; billfolds; umbrellas; parasols; walking sticks  25: Clothing, namely, belts, jackets, gloves, dresses, coats, sweaters, tights, leggings, socks, shirts and neckties; footwear; headgear, namely, hats and caps	Registered  8 & 15 due 01/07/2019 – 01/07/2020

IM (Stylized) 	USA - (US)	IM Brands, LLC	(87/602,833)	(09/11/2017)	25: Women's Clothing, namely, suits, coats, jackets, pants, slacks, trousers, dresses, gowns, jumpsuits, blouses, skirts, hosiery, tights, stockings, jeans, shorts, shirts, sweaters, vests, t-shirts, overalls, swimsuits, socks and underwear in the nature of briefs and tops, bras and panties, lingerie, hats, scarves and gloves	Filed Notice of Allowance issued 03/20/2018; Statement of Use/Extension of Time Request due 03/20/2019
IMNYC	USA - (US)	IM Brands, LLC	(86/725,010)	(08/14/2015)	9: eyewear 14: watches 18: handbags	Filed Statement of Use/Extension of Time Request due 02/02/2019

IMNYC	USA - (US)	IM Brands, LLC	5,075,221	11/01/2016	25: dresses; sportswear, namely, tops, knit tops, shirts, t-shirts, sweaters, sweatshirts, jackets, coats, bottoms, pants, skirts, tights, hats, caps; denim pants; denim jackets; footwear	Registered 8 & 15 due 11/01/2021 – 11/01/2022
ISAAC MIZRAHI	USA - (US)	IM Brands, LLC	4,426,305	10/29/2013	3: Hair shampoos and conditioners, hair care preparations, hair sprays and hair gels, hair straightening preparations, hair styling preparations	Registered 8 & 15 due 10/29/2018 – 10/29/2019
ISAAC MIZRAHI	USA - (US)	IM Brands, LLC	4,769,284	07/07/2015	3: Shower gels; anti-bacterial soaps; body oils; perfumed bath and body soaps; skin cleansers, lotions, moisturizers, and creams; fragrances and scented body lotions, shower gels, after shaves, body deodorants, face creams and body creams; perfumed powders; potpourris; scented room and linen sprays  9: Battery chargers for use in cars; carrying cases, holders, protective cases and stands featuring power supply connectors, adaptors, speakers and battery charging devices, specially adapted for use with handheld electronic devices, namely, electronic readers, smart phones, tablets, and laptops; digital cameras; ear buds; eyewear; headphones; micro audio speakers; power supply connectors and adaptors for use with personal electronic devices, namely, electronic readers, smart phones, tablets, and laptops; protective covers specially adapted for personal electronic devices, namely, electronic readers, smart phones, tablets, and laptops; reading glasses; solar charging devices for portable electronics; blank USB flash drives; video recorders and camcorders  14: Timepieces; women's and men's cuff bracelets  18: Backpacks, knapsacks, business totes, tote bags, cross-body bags, namely, messenger bags and handbags, flat bags, namely, handbags, diaper bags, duffle bags, gym bags, handbags, luggage, messenger bags, shopping totes, grocery totes, tote bags, travel bags and matching cosmetic bags and cases sold empty; small leather goods, namely, key cases, pouches, and business and credit card holders in the nature of card cases; collars for pets; pet collar accessories, namely, bells, silencers, safety lights and blinkers, pendants, charms, and tags; pet products, namely, pet restraining devices consisting of leashes, collars, harnesses, restraining straps, and leashes with locking devices; pet leashes; leather leashes  25: Aprons; bibs of cloth for children; bridal apparel and accessories, namely, bridal gowns and bridesmaid dresses; children's and infant's apparel, namely, pants, shirts, t-shirts, skirts, dresses,	Registered 8 & 15 due 07/07/2020 - 2021



					coats, jackets, sweaters and socks; footwear not for sports; men's and women's belts; men's dress shirts; men's neckwear; shapewear, namely, girdles, body shapers, bodysuits, lingerie, and hosiery; men's and women's sleepwear and loungewear; wedding gowns; women's day and evening dresses; women's footless and footed tights, stockings, leggings, knee highs, and hosiery; men's and women's hooded shirts and sweatshirts; women's intimate apparel, namely, bras, slips, camisoles, and panties; men's and women's jackets; men's and women's knit bottoms, tops, and trousers; men's and women's woven bottoms, tops, and trousers; men's and women's outerwear, namely, coats and jackets; men's and women's socks; men's and women's soft and tailored suits; men's and women's sweatshirts	
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ISAAC MIZRAHI	USA - (US)	IM Brands, LLC	4,276,052	01/15/2013	3: Cosmetics; Cosmetics and make-up; Cosmetics in general, including perfumes	Registered 8 & 15 due 01/15/2018 – 01/15/2019
ISAAC MIZRAHI	USA - (US)	IM Brands, LLC	4,978,256	06/14/2016	4: scented candles  8: Flatware, namely, knives, forks, and spoons  20: Pet beds; accent furniture; bath accessories, namely, shower curtain hooks; decorative pillows; hanging shoe and other closet hanging rack devices; picture frames; sleeping pillows; hard and soft storage boxes made of nylon or canvas  21: Bakeware; bath accessories, namely, wastebaskets; cookware, namely, baking dishes, pots and pans; dinnerware, namely, plates, dessert plates, bowls, cereal bowls, soup bowls, salad bowls, mugs, saucers, wine glasses, water glasses, tea cups, serving bowls and serving platters; glassware for beverages; ironing board covers; lint rollers; napkin rings; paper towel holders; plates, bowls, cups, and serving platters made of melamine; thermally insulated bags and containers for food and beverage  22: Laundry bags  24: Bath accessories, namely, shower curtains; beach towels; bed sheets; blankets, namely, bed blankets, baby blankets and travel blankets; comforters; coverlets; duvet covers; pillowcases; throws  27: rugs	Registered 8 & 15 due 06/14/2021-06/14/2022




ISAAC MIZRAHI	USA - (US)	IM Brands, LLC	2,150,771	04/14/1998	9: eye glass frames and sunglasses  25: clothing, namely, bathing suits, boots, coats, dresses, jackets, jeans, jumpsuits, leggings, pants, parkas, sandals, shirts, shoes, shorts, skirts, suits, sweaters, T-shirts and vests	Registered  Renewal due 04/14/2027 – 04/14/2028
ISAAC MIZRAHI	USA - (US)	IM Brands, LLC	3,938,988	03/29/2011	14: Costume jewelry; jewelry	Registered  Renewal due 03/29/2020 – 03/29/2021
ISAAC MIZRAHI	USA - (US)	IM Brands, LLC	3,293,902	09/18/2007	18: Leather goods, namely, hand bags, attaché cases, briefcases, tote bags, luggage, knapsacks, wallets, change purses, business and credit card cases	Registered  Renewal due 09/18/2026 – 09/18/2027
ISAAC MIZRAHI	USA - (US)	IM Brands, LLC	3,293,901	09/18/2007	25: Clothing, namely, jeans, parkas, belts, hosiery, and leggings; footwear, shoes, sandals, and boots	Registered  Renewal due 09/18/2027 – 09/18/2028

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ISAAC MIZRAHI	USA - (US)	IM Brands, LLC	3,942,020	04/05/2011	35: Retail store and on-line retail store services featuring apparel, accessories, fragrances and cosmetics	Registered Renewal due 04/05/2020 – 04/05/2021
ISAAC MIZRAHI CRAFT	USA - (US)	IM Brands, LLC	5,332,339	11/14/2017	23: yarn	Registered 8 & 15 Due 11/14/2022 – 11/14/2023
ISAAC MIZRAHI JEANS	USA - (US)	IM Brands, LLC	(87/161536)	(09/06/2016)	<p>9: eyewear; eyeglasses; sunglasses; eyeglass frames; opera glasses; spectacles; eyeglass, sunglass and spectacle cases; eyeglass, sunglass and spectacle straps; eyeglass, sunglass and spectacle chains; related accessories, namely, eyeglass cords, parts and fittings for eyewear</p> <p>18: Backpacks, knapsacks, business tote bags, tote bags, cross-body bags, namely, shoulder bags, flat bags, namely, garment bags for travel, diaper bags, duffle bags, gym bags, handbags, luggage, messenger bags, reusable shopping tote bags, reusable textile grocery tote bags, travel bags and matching cosmetic bags and cosmetic cases both sold empty; small leather goods, namely, key cases, pouches, and business card holder in the nature of card cases and credit card holders</p> <p>25: men's and women's clothing, namely, bathing suits, belts, coats, jackets, jeans, jumpsuits, pants, parkas, shirts, shorts, sleepwear and loungewear, suits, sweaters, t-shirts, vests, socks, sweatshirts, tops, trousers, bottoms, hooded shirts and sweatshirts; women's clothing, namely, dresses, hosiery, leggings, skirts, tights, knee highs, panty hose; women's intimate apparel, namely, bras, slips, camisoles, and panties; shapewear, namely, girdles, body shapers, bodysuits, lingerie, and hosiery; men's clothing, namely, dress shirts and neckwear; men's and women's footwear</p>	Filed Statement of Use/Extension of Time Request due 03/24/2019

<p>ISAAC MIZRAHI LIVE and Design</p> 	USA - (US)	IM Brands, LLC	3,948,520	04/19/2011	41: Entertainment in the nature of on-going television programs in the field of fashion, cooking, home care, entertaining, decorating, entertainment and human interest	Registered  8 & 9 Renewal due 04/19/2020 – 04/19/2021
<p>ISAAC MIZRAHI NEW YORK</p>	USA - (US)	IM Brands, LLC	4,448,362	12/10/2013	<p>9: eyewear; eyeglasses; sunglasses; eyeglass frames; opera glasses; spectacles; eyeglass, sunglass and spectacle cases; eyeglass, sunglass and spectacle straps; eyeglass, sunglass and spectacle chains; related accessories, namely, hard cases for eyewear, soft pouches for eyewear and lens cloths; parts and fittings for eyeglasses, sunglasses and spectacles</p> <p>18: leather and imitations of leather, and goods made of these materials and not included in other classes, namely, handbags, carrying cases and wallets; all-purpose sports and athletic bags; beach, book, carry-on, duffel, diaper, gym, leather shopping, shoulder, tote and travel bags; fanny packs and waist packs; backpacks; knapsacks; purses; garment bags for travel; satchels; luggage; luggage tags; trunks; suitcases; hat boxes for travel not of paper or cardboard; cosmetic cases and bags sold empty; toiletry and vanity cases sold empty; tool bags sold empty; attaché cases; briefcases; briefcase-type portfolios; document cases; men's clutches; business cases; business card cases; calling and credit card cases; key cases; leather key chains; wallets; banknote holders; billfolds; umbrellas; parasols; walking sticks</p> <p>25: clothing, namely, belts, jackets, gloves, dresses, coats, sweaters, tights, leggings, socks, shirts and neckties; footwear; headgear, namely, hats and caps</p>	Registered  8 & 15 due 12/10/2018 – 12/10/2019

ISAACMIZRAHILIVE	USA - (US)	IM Brands, LLC	4,370,592	07/23/2013	18: clutch bags; Handbags, purses and wallets; Tote bags	Registered 8 & 15 due 07/23/2018 – 07/23/2019
ISAACMIZRAHILIVE	USA - (US)	IM Brands, LLC	4,079,210	01/03/2012	24: Bath linen; Bed and table linen; Bed blankets; Bed covers; Bed skirts; Bed spreads; Bed throws; Dining linens; Household linen, including face towels; Table linen	Registered Renewal due 01/03/2021 – 01/03/2022
ISAACMIZRAHILIVE	USA - (US)	IM Brands, LLC	3,935,410	03/22/2011	25: Belts for clothing; Blouses; Coats; Denim jackets; Denims; Dress suits; Dresses; Footwear; Gloves; Hats; Jeans; Lingerie; Nightwear; Pants; Scarves; Shirts; Shoes; Skirts; Sweaters; Swimwear; Wedding dresses	Registered Renewal due 03/22/2020 – 03/22/2021
ISAACMIZRAHILIVE	USA - (US)	IM Brands, LLC	4,079,221	01/03/2012	35: On-line retail store services featuring clothing and shoes, home products, jewelry and accessories	Registered Renewal due 01/03/2021 – 01/03/2022

Miscellaneous Design 	USA - (US)	IM Brands, LLC	4,296,078	02/26/2013	18: Handbags, purses and wallets; Luggage; tote bags	Registered 8 & 15 due 02/26/2018 – 02/26/2019
Miscellaneous Design 	USA - (US)	IM Brands, LLC	3,354,162	12/11/2007	18: Shoulder, tote and travel bags; purses; satchels	Registered Renewal due 12/11/2026 – 12/11/2027
Miscellaneous Design 	USA - (US)	IM Brands, LLC	3,931,846	03/15/2011	25: Belts for clothing; Coats; Denims; Dress suits; Dresses; Fur coats; Men's and women's jackets, coats, trousers, vests; Pants; Shirts; Shoes; Skirts; T-shirts	Registered Renewal due 03/15/2020 – 03/15/2021
TRUE ISAAC MIZRAHI	USA - (US)	IM Brands, LLC	4,842,125	10/27/2015	21: cosmetic brushes; Sponges used for applying make-up	Registered 8 & 15 due 10/27/2020 – 10/27/2021
TRUE ISAAC MIZRAHI	USA - (US)	IM Brands, LLC	4,937,287	04/12/2016	3: skin care cosmetics; color cosmetics; nail polish; cosmetics, namely, cleansers, moisturizers, face tonics, face masks, gels, oil, creams, face powder, foundation, blushers, mascara, eye shadow, eyeliner, eye makeup remover, lipstick, lip pencil, nail enamel, and nail care preparations	Registered 8 & 15 due 04/12/2021 – 04/12/2022

The Beauty Solution, LLC:

Mark	Country	Owner	Registration No. (Application No.)	Registration Date (Application Date)	International Class + Goods/Services	Status
THE SOLUTION BY DR. STEPHEN GREENBERG, M.D.	USA – (US)	The Beauty Solution, LLC	(86/867,410)	(01/06/2016)	3: Cosmetics and cosmetic preparations; Non-medicated skin care preparations	Filed Statement of Use/Extension of Time Request due 03/14/2019

**Copyrights**

<b>MarkName</b>	<b>Current Owner</b>	<b>Country</b>	<b>Status</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
CWONDER PRINT 1	C Wonder Licensing, LLC	USA	REGISTERED			VAu 1-081-183	10/12/2011
CWONDERPRINT	C Wonder Licensing, LLC	USA	REGISTERED	VAu 1-081- 185	10/12/2011	VAu 1-081-185	10/12/2011
CWONDERPRINT2	C Wonder Licensing, LLC	USA	REGISTERED			VAu 1-081-181	10/12/2011
WHIMSY	C Wonder Licensing, LLC	USA	REGISTERED			VA 1-793-046	10/12/2011

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**DISCLOSURE SCHEDULE 7.15**

**ENVIRONMENTAL MATTERS**

None.

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DISCLOSURE SCHEDULE 7.16

INSURANCE

XCEL BRANDS INC.  
SCHEDULE OF INSURANCE

COVERAGE	CARRIER	POLICY #	TERM	LIMITS		PREMIUM	
<b>Package</b>	Chubb	35956108	9/28/18-19	<b><u>PROPERTY</u></b>		\$ 26,426	
				Personal Property	\$ 3,120,000		
				Deductible	\$ 10,000		
				Business Income/Extra Expense	\$ 2,008,000		
				Waiting Period	24 Hours		
				Flood/Earthquake	\$ 1,000,000		
				Deductible	\$ 50,000		
				<b><u>LIABILITY</u></b>			included above
				General Aggregate	\$ 2,000,000		
				Products completed operations	\$ 2,000,000		
				Each Occurrence	\$ 1,000,000		
				Personal Advertising	\$ 1,000,000		
				Damage to Premises Rented	\$ 1,000,000		
				Medical Expense	\$ 10,000		
				Employment Benefits E&O	\$ 1,000,000		
Deductible	\$ 1,000						
<b>Workers Compensation</b>	Chubb	71743528	9/28/18-19	Employers Liability	\$ 1,000,000	\$ 15,299	
<b>Automobile</b>	Chubb	73570613	9/28/18-19	Combined Single Limit Non Owned & Hired	\$ 1,000,000	\$ 468	
<b>Umbrella</b>	Chubb	79877087	9/28/18-19	Each Occurrence	\$ 10,000,000	\$ 14,436	
				Products Comp. Ops	\$ 10,000,000		
				General Aggregate	\$ 10,000,000		
				Retained Limit	\$ 10,000		
<b>Crime</b>	Travelers	106398071	10/26/18-19	Employee theft or forgery	\$ 5,000,000	\$ 14,186	
				Deductible	\$ 25,000		
				Premises (\$25,000 Deductible)	\$ 5,000,000		
				Transit (\$25,000 Deductible)	\$ 5,000,000		
				Forgery (\$25,000 Deductible)	\$ 5,000,000		
				Computer Crime (\$25,000 Deductible)	\$ 5,000,000		
				ERISA(\$25,000 Deductible)	\$ 5,000,000		
				Money Orders (\$25,000 Deductible)	\$ 5,000,000		
				Social Engineering (\$25,000 Deductible)	\$ 250,000		
Funds Transfer Fraud (\$25,000 Deductible)	\$ 5,000,000						

This schedule is intended to be a summary only.

For full coverage terms conditions and exclusions, reference should be made to the actual policies

**XCEL BRANDS INC.  
SCHEDULE OF INSURANCE**

<b>COVERAGE</b>	<b>CARRIER</b>	<b>POLICY #</b>	<b>TERM</b>	<b>LIMITS</b>	<b>PREMIUM</b>	
<b>Directors &amp; Officers Liability</b>	Illinois National	25651309	10/26/18-19	Directors & Officers: Retention:	\$ 5,000,000 \$ 250,000	\$ 114,500
<b>Excess D&amp;O</b>	Axis	MNN783966012018	10/26/18-19	Limit of Liability – Excess	\$ 5,000,000	\$ 38,560
<b>Excess D&amp;O</b>	Travelers	106823243	10/26/18-19	Limit of Liability - Excess	\$ 5,000,000	\$ 57,500
<b>SIDE A</b>						
<b>Directors and Officers</b>	Chubb/ACE	G27917288004	10/26/18-19	Limit of Liability	\$ 5,000,000	\$ 36,360
<b>Employment Practices Liability</b>	Travelers	107001365	10/26/18-19	Limit of Liability Retention	\$ 3,000,000 \$ 50,000	\$ 14,692
<b>Cyber Security</b>	Allied World	3083736	5/20/18 to 05/20/19	Policy Aggregate Privacy and Network Security Limit Notification and Credit Monitoring Crisis Management Retention	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 10,000	\$ 3,705
<b>Ocean Cargo</b>	RLI	CAR0100918	7/11/18 to 7/11/19	Vessel/Air Domestic Mail Express Carrier Deductible	\$ 1,000,000 \$ 500,000 \$ 5,000 \$ 25,000 \$ 1,000	\$ 4,718

For full coverage terms conditions and exclusions, reference should be made to the actual policies

**XCEL BRANDS INC.  
SCHEDULE OF INSURANCE**

<b>COVERAGE</b>	<b>CARRIER</b>	<b>POLICY #</b>	<b>TERM</b>	<b>LIMITS</b>	
<b>Package</b>	Chubb	35956108	9/28/16-17	<b><u>PROPERTY</u></b>	
				Personal Property	\$ 5,000,000
				Deductible	\$ 10,000
				Business Income/Extra Expense	\$ 2,000,000
				Waiting Period	24 Hours
				Flood/Earthquake	\$ 1,000,000
				Deductible	\$ 50,000
				<b><u>LIABILITY</u></b>	
				General Aggregate	\$ 2,000,000
				Products completed operations	\$ 2,000,000
				Each Occurrence	\$ 1,000,000
				Personal Advertising	\$ 1,000,000
				Damage to Premises Rented	\$ 1,000,000
				Medical Expense	\$ 10,000
				Employment Benefits E&O	\$ 1,000,000
Deductible	\$ 1,000				
<b>Workers Compensation</b>	Chubb	71743528	9/28/16-17	Employers Liability	\$ 1,000,000
<b>Automobile</b>	Chubb	73570613	9/28/16-17	Combined Single Limit Non Owned & Hired	\$ 1,000,000
<b>Umbrella</b>	Chubb	79877087	9/28/16-17	Each Occurrence	\$ 10,000,000
				Products Comp. Ops	\$ 10,000,000
				General Aggregate	\$ 10,000,000
				Retained Limit	\$ 10,000
<b>Crime</b>	Travelers	106398071	10/26/16-17	Employee theft or forgery	\$ 5,000,000
				Deductible	\$ 25,000
				Premises (\$25,000 Deductible)	\$ 5,000,000
				Transit (\$25,000 Deductible)	\$ 5,000,000
				Forgery (\$25,000 Deductible)	\$ 5,000,000
				Computer Crime (\$25,000 Deductible)	\$ 5,000,000
				ERISA(\$25,000 Deductible)	\$ 5,000,000
				Money Orders (\$25,000 Deductible)	\$ 5,000,000
				Social Engineering (\$25,000 Deductible)	\$ 250,000
Funds Transfer Fraud (\$25,000 Deductible)	\$ 5,000,000				

This schedule is intended to be a summary only.  
For full coverage terms conditions and exclusions, reference should be made to the actual policies

**XCEL BRANDS INC.  
SCHEDULE OF INSURANCE**

COVERAGE	CARRIER	POLICY #	TERM	LIMITS
<b>Directors &amp; Officers Liability</b>	Illinois National	20008220	10/26/16-17	Directors & Officers: \$ 7,500,000 Retention: \$ 250,000
<b>Excess D&amp;O</b>	Axis	MNN783966012015	10/26/16-17	Limit of Liability – Excess \$ 7,500,000
<b>SIDE A DIRECTORS &amp; OFFICERS</b>	Chubb/ACE	G27917288001	10/26/16-17	Limit of Liability \$ 5,000,000
<b>Employment Practices Liability</b>	National Union	17394633	10/26/16-17	Limit of Liability \$ 3,000,000 Retention \$ 35,000
<b>Cyber Security</b>	Allied World	3083736	5/20/16-17	Policy Aggregate \$ 1,000,000 Privacy and Network Security Limit \$ 1,000,000 Notification and Credit Monitoring \$ 1,000,000 Crisis Management \$ 1,000,000 Retention \$ 10,000

This schedule is intended to be a summary only.  
For full coverage terms conditions and exclusions, reference should be made to the actual policies

**DISCLOSURE SCHEDULE 7.17**

**DEPOSIT AND DISBURSEMENT ACCOUNTS**

<u>Company</u>	<u>Bank</u>	<u>Type</u>	<u>Address</u>	<u>Bank Contact Name</u>	<u>Bank Contact Info</u>	<u>Account Number</u>
JR Licensing, LLC	Bank Hapoalim	Depository Account	1177 Avenue of the Americas New York, NY 10036	Tomas Kollar	212-782-2208 tkollar@bhiusa.com	01084888-01
JR Licensing, LLC	Bank Hapoalim	Advertising Account	1177 Avenue of the Americas New York, NY 10036	Tomas Kollar	212-782-2208 tkollar@bhiusa.com	01085034-01
Xcel Design Group, LLC	Bank Hapoalim	Depository Account	1177 Avenue of the Americas New York, NY 10036	Tomas Kollar	212-782-2208 tkollar@bhiusa.com	01-08998601
Xcel Brands, Inc.	Bank Hapoalim	Checking Account	1177 Avenue of the Americas New York, NY 10036	Tomas Kollar	212-782-2208 tkollar@bhiusa.com	01082890-01
IM Brands, LLC	Bank Hapoalim	Checking Account	1177 Avenue of the Americas New York, NY 10036	Tomas Kollar	212-782-2208 tkollar@bhiusa.com	01082916-01
IM Brands, LLC	Bank Hapoalim	Advertising Account	1177 Avenue of the Americas New York, NY 10036	Tomas Kollar	212-782-2208 tkollar@bhiusa.com	01082924-01
IM Brands, LLC	Bank Hapoalim	MMA Account	1177 Avenue of the Americas New York, NY 10036	Tomas Kollar	212-782-2208 tkollar@bhiusa.com	01082916-03
Xcel Brands, Inc.	Bank Hapoalim	Payroll Account	1177 Avenue of the Americas New York, NY 10036	Tomas Kollar	212-782-2208 tkollar@bhiusa.com	01082908-01
Xcel Brands, Inc.	Bank Hapoalim	MMA Account	1177 Avenue of the Americas New York, NY 10036	Tomas Kollar	212-782-2208 tkollar@bhiusa.com	01082890-03
H Licensing, LLC	Bank Hapoalim	Depository Account	1177 Avenue of the Americas New York, NY 10036	Tomas Kollar	212-782-2208 tkollar@bhiusa.com	01087717-01
H Licensing, LLC	Bank Hapoalim	Advertising Account	1177 Avenue of the Americas New York, NY 10036	Tomas Kollar	212-782-2208 tkollar@bhiusa.com	01087725-01
C Wonder Licensing, LLC	Bank Hapoalim	Checking Account	1177 Avenue of the Americas New York, NY 10036	Tomas Kollar	212-782-2208 tkollar@bhiusa.com	01089986-01
Xcel Brands, Inc. O/A	B of A	Checking Account	One Bryant Park. 36 <sup>th</sup> Fl, New York, NY 10036	Mathew Treem	646 743 0774	4830-4365-3316
Xcel Brands, Inc. PR/A	B of A	Checking Account	One Bryant Park. 36 <sup>th</sup> Fl, New York, NY 10036	Mathew Treem	646 743 0774	4830-4365-3303
Xcel Brands, Inc. Mrkt/A	B of A	Checking Account	One Bryant Park. 36 <sup>th</sup> Fl, New York, NY 10036	Mathew Treem	646 743 0774	4830-4365-3293
Judith Ripka Fine Jewelry, LLC ecom	B of A	Checking Account	One Bryant Park. 36 <sup>th</sup> Fl, New York, NY 10036	Mathew Treem	646 743 0774	4830-4365-3280
Xcel Design Group, LLC O/A	B of A	Checking Account	One Bryant Park. 36 <sup>th</sup> Fl, New York, NY 10036	Mathew Treem	646 743 0774	4830-4365-3329
Judith Ripka Fine Jewelry, LLC O/A	B of A	Checking Account	One Bryant Park. 36 <sup>th</sup> Fl, New York, NY 10036	Mathew Treem	646 743 0774	4830-6596-9570
Xcel-CT MFG, LLC	B of A	Checking Account	One Bryant Park. 36 <sup>th</sup> Fl, New York, NY 10036	Mathew Treem	646 743 0774	4830-6597-0983
Judith Ripka Fine Jewelry, LLC	Chase	Checking Account	1 E Ohio St Indianapolis, IN 46206	Edward Riha	877-899-4082 Cb.service.center.northeast@chase.com	575952085

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**DISCLOSURE SCHEDULE 9(b)**

**INDEBTEDNESS**

1. Promissory Note dated September 29, 2011 by and between Xcel Brands, Inc. and IM Ready-Made, LLC in the original principal amount of \$7,377,432.00, and with a current balance of \$745,854 (Balance due of \$750,000 on 3/31/2019).
  2. Promissory Note dated December 03, 2014 by and between Xcel Brands, Inc. and Judith Ripka in the principal amount of \$600,000.00 and with a current balance of \$600,000.00.
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**DISCLOSURE SCHEDULE 9(e)**

**PERMITTED LIENS**

1. Cash collateral in the amount of \$1,108,724.90 securing a letter of credit issued by Bank Hapoalim B.M. New York to GBG USA Inc.
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