

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
ABN AMRO Bank N.V.	02/22/2008
RECEIVING PARTY DATA	
Name:	Harry Winston, Inc.
Street Address:	718 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6071471
Patent Number:	D333108
Patent Number:	D327452
Patent Number:	6546305
Application Number:	60526828
CORRESPONDENCE DATA	
Fax Number:	(614)227-2390
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6142272347
Email:	trademarks@bricker.com
Correspondent Name:	Joseph R. Dreitler
Address Line 1:	Bricker & Eckler LLP
Address Line 2:	100 S. Third St.
Address Line 4:	Columbus, OHIO 43215-4291
NAME OF SUBMITTER:	Joseph R. Dreitler
Total Attachments: 9	

CH \$200.00 6071471

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 19, 2008

PTAS



103486165A

LEONARD W. SUROFF
12 TOMPKINS AVE.
JERICHO NY 11753

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 103486165

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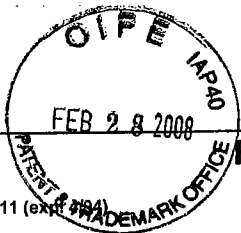
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1. A FEE WAS NOT SUBMITTED WITH THIS DOCUMENT. AUTHORIZATION TO CHARGE WAS NOT GRANTED. THE REQUIRED FEE IS \$0 .

THERESA FREDERICK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

2-28-08



FORM PTO-1596 (Rev. 6-93)

OMB No. 0651-0011 (exp. 7/94)

RECOF

03-04-2008



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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103486165

To the Honorable Commissioner of Patent

original documents or copy thereof.

1. Name of conveying party(ies):

Harry Winston, Inc.
718 Fifth Avenue
New York, NY 10019

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: ABN AMRO Bank N.V.

Internal Address: _____

Street Address: 565 Fifth Avenue, 25th Floor

City: New York State: NY ZIP: 10017

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Release and Discharge of Security Interest

Execution Date: February 22, 2008

4. Application Number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)
See Attached Schedule A

B. Patent No.(s)
See Attached Schedule A

Additional numbers attached? Yes No

5. Name and Address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and patents involved

5

7. Total fee (37 CFR 3.41) \$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Graig Solow, Esq.
Name of Person Signing

Signature

February 26, 2008
Date

Total number of pages including cover sheet, attachments, and document:

7

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

MATTHEW MAYER

OWNER	PATENTS OWNED	COUNTRY	INT'L	SERIAL #	PATENT	ISSUED	DATE FILED	EXP. DATE	STATUS
HWI	Composition for Jewelry(Platinum)	United States		09/173,629	6071471	10/15/1998		2015	Issued
HWI	Diamond or similar article	United States	D11	422451	D333,108	10/17/1989		10/1/2006	Issued
HWI	Diamond or similar article	United States	D11	422433	D327,452	6/30/1992		6/1/2009	Issued
HWI	Flexible Linkage for Jewelry and Method of Making	United States		60/526,828			12/4/2003		Pending
HWI	Method & Apparatus for jewelry design	United States	19	533151	6546305	3/23/2000		2017	issued

NY1-4063604v2

Do Not Record

 Insufficient funds in deposit account.

 Name listed below is not an Authorized User
on the deposit account.

 Credit Card Invalid.

X No payment Enclosed

Date: 03-03-08

Finance Employee: MT

EXECUTION VERSION

**RELEASE AND DISCHARGE OF SECURITY INTEREST
IN PATENTS**

THIS RELEASE AND DISCHARGE OF SECURITY INTEREST IN PATENTS (this "IP Security Interest Release and Discharge") dated February 22, 2008, is made by ABN AMRO Bank N.V., a banking corporation organized under the laws of The Netherlands, as agent under the Credit Agreement and Patent Agreement (each as defined below) (in such capacities, the "Agent") for the Lenders (as defined below) in favor of Harry Winston, Inc., a New York corporation (the "Pledgor"). Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Credit Agreement (as is defined below).

PRELIMINARY STATEMENTS.

WHEREAS, the Pledgor, as borrower, entered into that certain credit agreement, dated as of March 31, 2004, as amended, supplemented, restated or otherwise modified from time to time (the "Credit Agreement"), with the lenders from time to time a party thereto (collectively, the "Lenders") and the Agent for the Lenders (the Agent, in such capacity, and the Lenders are collectively referred to herein as the "Lender Group");

WHEREAS, the Pledgor and certain affiliates of the Pledgor entered into that certain Patent security agreement, dated as of March 31, 2004 (the "Patent Agreement"), with Agent in order to secure the security interests granted to the Lender Group under the Credit Agreement and to file the Patent Agreement with the United States Patent and Trademark Office ("PTO");

WHEREAS, the Patent Agreement was recorded in the PTO on April 8, 2004, at Reel/Frame 015177/0870 with respect to patents; and

WHEREAS, to the extent such security interest has not previously been released and terminated, the Agent has agreed to terminate, release and assign its security interest in the collateral constituting intellectual property created pursuant to the Credit Agreement and the Patent Agreement and grant all of its right, title and interest in and to such collateral constituting intellectual property to the applicable Pledgor of such interest;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

SECTION 1. Release and Discharge Security. The Agent hereby forever releases and discharges, on its behalf and on behalf of the Lender Group, without any representation, warranty, or recourse whatsoever, the security interest in and to all of the Pledgor's right, title and interest in and to all collateral having been secured under the Patent Agreement (collectively, and including the Patents and Licenses defined below, the "Patent Collateral"), including, without limitation, all of the Pledgor's:

- (a) patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent

applications listed on Schedule A attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all patented technology and know-how, and (v) all of the Company's rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(v) in this Section 1(a) are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(b) rights under or interest in any patent license agreements with any other party, whether the Company is a licensee or licensor under any such license agreement, including, without limitation, those patent license agreements listed on Schedule B attached hereto and made a part hereof, in each case to the extent assignable without violation thereof, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Company and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

SECTION 2. Recordation. The Agent hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Interest Release and Discharge.

SECTION 3. Further Assurances. The Agent hereby agrees, at the Pledgor's expense, to execute such instruments and to take such other actions as the Pledgor may reasonably request to terminate the Agent's security interest in the Patent Collateral, and otherwise to effectuate the release of the Patent Collateral from the Agent's security interest.

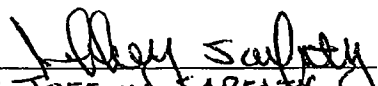
SECTION 4. Governing Law. This IP Security Interest Release and Discharge shall be governed by, and construed in accordance with, the laws of the State of New York.


SECTION 5. Counterparts. This IP Security Interest Release and Discharge may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Agent has executed this IP Security Interest Release and Discharge or caused this IP Security Interest Release and Discharge to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ABN AMRO Bank N.V.
as Agent

By: 
Name: JEFFREY SARETSKY
Title: VICE PRESIDENT

By: 
Name: Ned Koppelson
Title: Vice President

Schedule A

Patents

See attached.

NY1-4063604v2

Schedule B

License Agreements

Licenses from the Company to Other Companies

COMPANY	SUBJECT	TERM	ROYALTIES
None.			

Licenses from other Companies to the Company

COMPANY	SUBJECT	TERM	ROYALTIES
None.			

NY1-4063604v2