

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

List of Trademarks and Trademark Applications

	<u>Serial No.</u>	<u>Registration No.</u>	<u>Owner Name</u>	<u>Mark</u>
1.	77878530	3817465	GMA Accessories Inc.	Cuddly Lounger
2.	75857217	2444120	GMA Accessories, Inc.	Charlotte & Friends
3.	77896921	N/A	GMA Accessories, Inc.	Chic Style
4.	77931372	N/A	GMA Accessories, Inc.	Giorgio New York
5.	77976526	3600046	GMA Accessories, Inc.	Charlotte
6.	85159345	N/A	GMA Accessories, Inc.	Giorgio New York
7.	85201189	N/A	GMA Accessories, Inc.	Capelli

RATIFICATION AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT

THIS RATIFICATION AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT (this "Ratification"), dated as of February 14, 2011, is by and between GMA ACCESSORIES INC. ("Debtor"), having its chief executive office at 1 East 33rd Street, 9th Floor, New York, New York 10016, and BANK LEUMI USA, having an office at 562 Fifth Avenue, New York, New York 10036 (in its capacity as agent for the Lenders (as defined below), "Secured Party").

RECITALS:

WHEREAS, Debtor and Secured Party are parties to the Trademark Security Agreement, dated March 7, 2008 (the "Trademark Agreement"), which was filed with the United States Patent and Trademark Office on March 20, 2008 at Reel 3745, Frame 0409;

WHEREAS, Debtor has entered or is about to enter into an Amended and Restated Loan and Security Agreement, dated of even date herewith, by and among Debtor, the financial institutions from time to time party thereto as lenders ("Lenders") and Secured Party, as agent for the Lenders (as amended, modified, supplemented, extended, renewed, restated, or replaced, the "Restated Loan Agreement"), which amends and restates in its entirety the Loan Agreement referred to, and as originally defined (prior to the effectiveness of this Ratification), in the Trademark Agreement (the "Existing Loan Agreement"); and

WHEREAS, it is a condition precedent to the effectiveness of the Restated Loan Agreement that Debtor enter into this Ratification;

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, receipt of which is hereby acknowledged, Debtor and the Secured Party hereby agree as follows:

1. Existing Defined Terms.

(a) Except as otherwise defined in this Ratification, terms defined in the Trademark Agreement shall have the same meaning when used herein.

(b) Effective as of the date hereof, each reference in the Trademark Agreement to the "Loan Agreement" shall mean and refer to the Restated Loan Agreement.

2. Ratification of Trademark Agreement. Debtor hereby ratifies and agrees to perform and be bound by the Trademark Agreement.

3. Ratification and Confirmation of Grant of Security Interest. Debtor hereby ratifies and confirms its grant to Secured Party, for itself and the ratable benefit of Lenders, of a continuing security interest in, and a general lien upon, and a conditional assignment of, all of the Collateral.

4. Amendment of Schedule. Schedule A attached to the Trademark Agreement is hereby amended by adding the Trademarks set forth on Schedule I attached hereto to such Schedule A.

5. Notices. Notwithstanding anything to the contrary contained in the Trademark Agreement, notices in respect thereof shall be given in accordance with Section 15.6 of the Restated Loan Agreement.

6. Effect. Except as expressly provided herein, no amendments or modifications to the Trademark Agreement are intended or implied and in all respects the Trademark Agreement remains in full force and effect in accordance with its existing terms and conditions. To the extent of any conflict between the terms of this Ratification and the terms of the Trademark Agreement, the terms of this Ratification shall control. This Ratification and the Trademark Agreement shall be read and construed as one agreement.

7. Entire Agreement. This Ratification contains the entire agreement of the parties hereto with respect to the subject matter hereof.

8. Binding Effect. This Ratification shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

9. Counterparts. This Ratification may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS HEREOF, the parties hereto have executed this Ratification as of the day and year first above written.

GMA ACCESSORIES INC.

By: 
Title: 

BANK LEUMI USA, as agent

By: _____
Title: _____

By: _____
Title: _____

IN WITNESS HEREOF, the parties hereto have executed this Ratification as of the day and year first above written.

GMA ACCESSORIES INC.

By: _____
Title: _____

BANK LEUMI USA, as agent

By: _____
Title: _____

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