9
•
76
ō
۲.
К
ш
E
Œ
σ
H
Œ
м
\mathbf{a}
e

From PTO-1594 (Rev. (6/04) OMB Collection 0651-0027 (ex.p. 6/30/2005	,		ARTMENT OF COMMERCE	
	RECORDATION	FORM COVER SHEET		
To the director of the U.S. D.		ARKS ONLY		
1. Name of conveying party(les	atent and Trademark Office: Please **MExecution Date(s):	ase record the attached documents or the new ad 2. Name and address of receiving party(les)	dress(es) below.	
GMA Accessories inc.		Additional names, addresses, or citizenship attached		
		Name: Bank Leurni USA	⊠ No	
		Internal Address:		
☐ Individual(s)	☐Association	Street Address: 562 Fifth Avenue		
☐General Partnership	☐Limited Partnership			
⊠Corporation-State		City: New York		
Other:		State:New York		
Citizenship (see guidelines) New	<u>York</u>	Country:USA Zip: 1	0036	
Execution Date(s) 2/14/2011				
Additional names of conveying pa	arties attached? ⊡yes ⊠ No	Association Citizenship		
3. Nature of conveyance:	/ <u>*</u>	General Partnership Cltizenship		
☐ Assignment ☐ Merger		Limited Partnership Citizenship		
Security Agreement	☐ Change of Name	Corporation Citizenship		
☐ Other		☑ Other Bank ☑ Citizenship U.S.A.		
		If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No (Designations must be a separate document from assignment)		
4. Application number(s) or reg	distration number(s) and ident	ification or description of the Trademark.	in assignment)	
A. Trademark Application No.(s) ANNEXED HERETO	SEE SCHEDULE A	B. Trademark Registration No.(s) SEE SCHE ANNEXED HERETO		
· · · · · · · · · · · · · · · · · · ·	n, para para, arra, arra, arra, arra, arra, labo ales encuento pere ente per pera para arra arra arra arra arra	Additional sheet(s) attached?	⊠ Yes □No	
SEE SCHEDULE A ANNEXED H	ERETO	f Application or Registration Number is unknown)		
Name address of party to wh concerning document should be		6. Total number of applications and registrations involved:	Z	
Name: <u>Susan O'Brien</u>	7 W. B & 1 Sec. 10 Com 1	regionations myored.	E	
Internal Address: CT Lien Solutio	<u>ns</u>	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00 Authorized to be charged by credit card		
Street Address: 187 Wolf Road - Suite 101		Authorized to be charged to deposit account		
City: <u>Albany</u>		☐ Enclosed		
State: New York	Zip: <u>12205</u>	8. Payment Information:	54.62	
Phone Number; <u>800-342-3676</u>		a. Credit Card Last 4 Numbers Expiration Date	10/12	
Fax Number: 800-962-7049		b. Deposit Account Number	112	
Email Address: cis-udsalbanyawa	olterskluwer.com	Authorized User Name:		
9. Signature:	uk	110	7/10	
o. orgitatore.	Signature	Total cumber of coor	Date	
	Ikhwan A. Rafeek	Total number of pages sheet, attachments, ar		
	Name of Person Signing	Ashauld by favord to /TDO: DOC ADOL as willed to		

Documents to be recorded (including cover sheet) should be faxed to (703) 806-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004483 FRAME: 0228

SCHEDULE A

TO

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

List of Trademarks and Trademark Applications

	Serial No.	Registration No.	Owner Name	<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

TRADEMARK REEL: 004483 FRAME: 0229

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 "<u>Trademark Agreement</u>"), 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. <u>Ratification of Trademark Agreement</u>. 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.

797188.3

- 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. <u>Notices.</u> 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. <u>Binding Effect</u>. This Ratification shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- 9. <u>Counterparts</u>. 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]

107:88 F

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

By:	
Title:	
BANK LEUMI USA, as agent	
BANK LEUMI USA, as agent	
BANK LEUMI USA, as agent	
Tooms oom, as agent	
By:	
Title:	Refor
``	
Dyn	
By:	

Ratification of Trademark Agreement - OMA

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

GWIA A	ACCESSORIES INC.
Ву:	
Title:	
BANK I	LEUMI USA, as agent
EDINITALN T	Da 200 12-2
Ву:	4 CONTROL GUAN
By: Title: _	(DD (C C C C C C C C C C C C C C C C C
	K I A

Rapification of Trademark Agreement - GMA

SCHEDULE I TO RATIFICATION AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT

List of Trademarks and Trademark Applications

	Serial No.	Registration No.	Owner Name	Mark
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

1797188 1

RECORDED: 02/17/2011

TRADEMARK REEL: 004483 FRAME: 0234