

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO GRANT OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NINA FOOTWEAR CORP.		05/29/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	THE CIT GROUP/COMMERCIAL SERVICES, INC.
Street Address:	11 WEST 42ND STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	0213544	I. MILLER BEAUTIFUL SHOES
Registration Number:	0213510	I. MILLER
Registration Number:	0535017	DELMAN
Registration Number:	0535018	DELMAN
Registration Number:	0681187	NINA
Registration Number:	0875184	NINA
Registration Number:	1190045	NINA
Registration Number:	1191223	SEVEN STAR
Registration Number:	1314722	THE TOUCH OF NINA
Registration Number:	1412421	NINA
Registration Number:	1435579	NINA
Registration Number:	1435580	NINA
Registration Number:	1475457	NINA
Registration Number:	1706777	NINA

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Registration Number:	2230733	MOBILITY
Registration Number:	2719730	NINA KIDS
Registration Number:	2506413	SEVEN STAR
Registration Number:	2748512	MAX SILVER
Registration Number:	3038821	MOBILITY
Registration Number:	3463765	NINA GIRLS
Registration Number:	3766663	ELEMENTS BY NINA
Registration Number:	3784536	MOBILITY
Registration Number:	3345010	NINA DOLLS
Registration Number:	3089838	DELMAN

CORRESPONDENCE DATA

Fax Number: 2156894934
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215-979-1191
Email: eorleman@duanemorris.com
Correspondent Name: Nicole K. McLaughlin, Duane Morris LLP
Address Line 1: 30 S. 17th St.
Address Line 4: Philadelphia, PENNSYLVANIA 19103-4196

ATTORNEY DOCKET NUMBER:	K0927-CIT NINA
NAME OF SUBMITTER:	Nicole K. McLaughlin
Signature:	/Nicole K. McLaughlin/
Date:	08/09/2012

Total Attachments: 11
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**FIRST AMENDMENT TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

THIS FIRST AMENDMENT TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (the "Amendment") is made and entered into as of the 27 day of May, 2012, between NINA FOOTWEAR CORP. formerly known as EZRANI CORP., a Delaware corporation, as successor-in-interest by merger with NINA FOOTWEAR CORP., a New York corporation (the "Company" or "Nina Delaware"), and THE CIT GROUP/COMMERCIAL SERVICES, INC. ("CIT").

WITNESSETH:

WHEREAS, the Company and CIT entered into a certain factoring arrangement, certain loan and security documents and certain related agreements and documentation (collectively, the "Factoring Documentation"), including without limitation a certain Amendment to Factoring Agreement dated July 1, 2011 (the "Trademark Facility Amendment"; collectively with the Factoring Documentation, the "CIT Documentation"), which CIT Documentation provides for (i) CIT to purchase accounts receivable of the Company and/or for CIT, in its sole discretion, to make certain loans, advances and extensions of credit, all to or for the benefit and account of the Company, and (ii) for the grant by the Company to CIT, as collateral security for all obligations, liabilities and indebtedness of the Company to CIT, a security interest in certain of the Company's assets, including, without limitation, the Company's trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, and, if applicable, any patents, patent applications and/or registrations, all as more fully set forth herein and in the CIT Documentation and in the Trademark Security Agreement (as defined below); and

WHEREAS, as security for the payment of all Obligations, the Company executed in favor of CIT that certain Grant of Security Interest In Patents, Trademarks and Licenses dated July 1, 2011 (the "Trademark Security Agreement" and unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth in the Trademark Security Agreement), which Trademark Security Agreement was recorded on October 5, 2011 with the United States Patent and Trademark Office ("USPTO") in Reel 4636, Frame 0505, et. seq.; and

WHEREAS, pursuant to an Agreement and Plan of Merger by and among Ezra Dabah, certain Trusts affiliated with Ezra Dabah, Nina Footwear Corp., a Delaware corporation formerly known as Ezrani Corp. ("Nina Delaware"), Nina Footwear Corp., a New York corporation ("Nina New York"), Stanley Silverstein and Renee Silverstein dated May 27, 2012,

Nina New York was merged (the "Merger") with and into Nina Delaware, with Nina Delaware being the surviving corporation to the Merger; and

WHEREAS, Nina Delaware has confirmed to CIT that as a result of the Merger, among other considerations, Nina Delaware has unconditionally assumed and agreed to be bound by and to comply with the Trademark Security Agreement in all respects ("the "Trademark Security Assumption"); and

WHEREAS, the parties hereto desire to amend the Trademark Security Agreement in order to confirm the Trademark Security Assumption by Nina Delaware, as more fully described above.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Nina Delaware hereby confirms the Trademark Security Assumption and that it has agreed to be bound by and to comply with the Trademark Security Agreement in all respects;

2. Nina Delaware agrees that this First Amendment to Grant of Security Interest in Patents, Trademarks and Licenses may be recorded by CIT with the USPTO in order to confirm the Trademark Security Assumption, and Nina Delaware also agrees to take such further action as CIT may reasonably request later from time to time in connection herewith in order to evidence the amendments herein contained to the Trademark Security Agreement.

3. In furtherance of the foregoing matters, and in order for CIT to be able to exercise and enforce its rights arising under or in connection with the Trademark Security Agreement, formal irrevocable powers of attorney (in the form annexed hereto as Exhibit A, which is incorporated by reference and made a part hereof) are being executed and delivered by Nina Delaware to CIT concurrently with the execution of this amendment in order to enable such rights to be carried out.

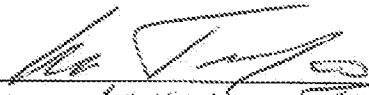
4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

5. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

6. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Company and CIT have caused this Amendment to be duly executed under seal, all as of the date first above written.

NINA FOOTWEAR CORP. formerly known as EZRANI CORP., a Delaware corporation, as successor-in-interest by merger with NINA FOOTWEAR CORP., a New York corporation

By: 
Name: William Taylor
Title: CEO

THE CIT GROUP/COMMERCIAL SERVICES, INC.

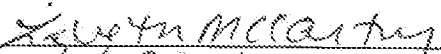
By: 
Name: Elizabeth McCarty
Title: Vice President

EXHIBIT A

IRREVOCABLE POWER OF ATTORNEY

NINA FOOTWEAR CORP., a Delaware corporation, with offices at 200 Park Avenue South, New York, New York 10003, (hereinafter referred to as the "Company"), hereby grants to THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation, with offices at 11 West 42nd Street, New York, New York 10036 (hereinafter referred to as "CIT"), the exclusive Irrevocable Power of Attorney to transfer to CIT or to any designee of CIT all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated as of the date hereof, between the Company and CIT including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as there are or may be any Obligations (as defined in the Agreement) to CIT, including without limitation, any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to CIT referred to in, or otherwise arising under, the Agreement, dated on or about the date hereof, between the Company and CIT.
2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;
3. The Power of Attorney granted herein shall only be exercisable by CIT after the occurrence of an Event of Default under the Agreement between CIT and the Company; and
4. CIT shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by CIT of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CIT. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IRREVOCABLE POWER OF ATTORNEY

NINA FOOTWEAR CORP., a Delaware corporation, successor-in-interest to **NINA FOOTWEAR CORP.**, a New York corporation with offices at 200 Park Avenue South, New York, New York 10003, (hereinafter referred to as the "Company"), hereby grants to **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, with offices at 11 West 42nd Street, New York, New York 10036 (hereinafter referred to as "CIT"), the exclusive Irrevocable Power of Attorney to transfer to CIT or to any designee of CIT all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated July 1, 2011, between the Company and CIT including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and

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4. CIT shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by CIT of any particular Event of Default as set forth in Paragraph 4 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CIT. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

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