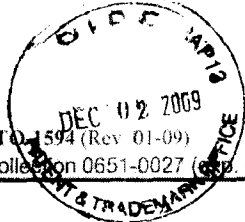


12-3-09



Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

12-07-2009

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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103582649

To the Director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 Baccarat
 Rue des Cristalleries
 54120 Baccarat FRANCE

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other French Company

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?

Name: SCBA, L.L.C.
 Internal
 Address: Corporation Trust Center
 Street Address: 1209 Orange Street
 City: Wilmington
 State: Delaware
 Country: U.S.A. Zip: 19801

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Limited Liability
 Other Company Citizenship Delaware

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)

3. Nature of conveyance)/Execution Date(s) :
 Execution Date(s) April 8, 2008

Assignment Merger
 Security Agreement Change of Name
 Other Redacted Second Amendment to License Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/682,013, 78/682,026; ... (Please see attached).

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
BACCARAT (July 29, 2005); BACCARAT HOTEL (July 29, 2005); ... (Please see attached).

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Stephen G. Janoski
 Internal Address: _____
Suite 600
 Street Address: 1300 19th Street, N.W.
 City: Washington
 State: D.C. Zip: 20036
 Phone Number: (202) 659-9076
 Fax Number: (202) 659-9344
 Email Address: sjanoski@roylance.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

12/04/2009 MJAMA1 00000021 78602013
 Deposit Account Number _____ 40.00 OP
 02 FC: 0522
 Authorized User Name _____ 125.00 OP

9. Signature:  December 2, 2009

 Stephen G. Janoski
 Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ADDITIONAL SHEET OF APPLICATION NUMBERS
AND IDENTIFICATION OF THE MARKS
TO RECORDATION FORM COVER SHEET**

<u>Application Numbers</u>	<u>Marks</u>	<u>Filing Dates</u>
78/682,013	BACCARAT	July 29, 2005
78/682,026	BACCARAT HOTEL	July 29, 2005
78/728,949	B (Stylized)	October 7, 2005
78/795,519	BACCARAT	January 20, 2006
78/795, 857	BACCARAT	January 20, 2006
78/857,728	B BAR BY BACCARAT	April 10, 2006

**SECOND AMENDMENT TO LICENSE AGREEMENT
BY AND AMONG BACCARAT S.A. AS PROPRIETOR AND SCBA, L.L.C. AS LICENSEE**

DATED AS OF APRIL 8, 2008

WHEREAS, Baccarat S.A. ("Baccarat" or "Proprietor") and SCBA, L.L.C. ("SCBA" or "Licensee") entered into a license agreement (contrat de licence de marque) dated June 26, 2007 and that certain First Amendment to License Agreement dated October 18, 2007 (together, the "License Agreement"). Baccarat and SCBA are sometimes referred to collectively in this Second Amendment as the "Parties" and individually as a "Party".

WHEREAS, the Parties now wish to clarify and/or amend (as the context requires) certain terms and provisions of the License Agreement as set forth below.

A. The Parties hereby amend and/or clarify the License Agreement as follows: [REDACTED]

[REDACTED]

(ii) With respect to Article 1, Section 2.1, Section 2.6, Article 4, Section 6.3, Section 12.1 and Section 12.2, the Parties agree that SCBA may provide a limited sub-license of its rights under the License Agreement to the Licensed Hotel owner (even if such owner is not an Affiliate of SCBA), solely with respect to the sales, marketing and operation of Luxury Residences, so long as either (a) the Luxury Residence is associated with a Licensed Hotel owned and/or operated by SCBA or any of its Affiliates, complies with the Guidelines, and is provided with services by the Licensed Hotel operator (i.e. SCBA or any of its Affiliates); or (b) if the Luxury Residence is independent of a Licensed Hotel, the Luxury Residence is operated and/or owned by SCBA or its Affiliates, complies with the Guidelines and is provided with services by SCBA or any of its Affiliates. In either case, Licensee shall act in a prudent manner as to reviewing and approving any and all sales and marketing programs and materials to confirm that trademarks are used in conformance with SCBA's brand standards for the Licensed Hotels and/or Luxury Residences, which brand standards have incorporated the Guidelines (and in connection with any such sub-license, SCBA will provide Baccarat a copy of its then current form of Marketing Sub-License Agreement in order for Baccarat to see the procedures SCBA has put in place to accomplish the same).

(iii) [REDACTED]

(iv) With respect to Section 2.2, the Parties agree that SCBA may also use the Baccarat Brand as part of the legal name or as a "doing business as" or tradename for its Affiliated entities which manage the Licensed Hotels in accordance with the terms and conditions of the Agreement and subject to a separate letter agreement by

which SCBA and/or its Affiliates will specifically undertake to immediately delete any reference to the Baccarat Brand in their legal name or tradename and make all appropriate corporate filings and publicities in connection therewith upon termination of the License Agreement. In furtherance of the foregoing, SCBA and its Affiliates may also use the Baccarat Brand on their corporate letterhead and other commercial and corporate documentation consistent with terms and conditions of the License Agreement.

(v) [REDACTED]

(vi) With respect to Section 2.7, the Parties agree that SCBA may not use the "B" trademark and/or any other trademark included in the definition of the Brand for purposes of naming Licensed Hotels and Luxury Residences (including Serviced Residences and Luxury Apartments as set forth in (iii) above) without the consent of the Proprietor, which consent shall not be unreasonably withheld or delayed. The Parties acknowledge and agree that the Proprietor's consent with respect to the use of the "B" trademark and/or any other trademark included in the definition of the Brand for purposes of naming Licensed Hotels and Luxury Residences shall be subject to the approval process set forth in Section A(i) of this Second Amendment.

(vii) [REDACTED]

(viii) [REDACTED]

(ix) [REDACTED]

(x) [REDACTED]

(xi) [REDACTED]

(xii) With respect to Section 2.1, the phrase "(solely for hotel guests or those individuals who live in, own or who are guests of at, Luxury Residences)" shall be deleted from clause (b).

(xiii) [REDACTED]

[REDACTED]

B. All the terms of this Amendment have been duly authorized and approved by Baccarat and SCBA.


C. All capitalized terms used herein shall have the meaning ascribed to them in the License Agreement, which License Agreement remains unchanged, except as expressly clarified or amended herein.

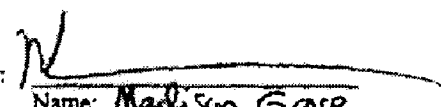
[SIGNATURE PAGES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have each duly executed this Second Amendment as of the date first written above.

BACCARAT S.A.

SCBA, L.L.C.

By: 
Name: Hervé Martin
Title: Managing Director
Date: April 8, 2008

By: 
Name: Madison Grose
Title: Senior Managing Director
Date: April 9, 2008