

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amendment No.1 to Grant of Security Interest in Trademarks as Recorded on 11/14/06, Reel 3427, Frame 0517	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ford Models, Inc.		05/28/2010	CORPORATION: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Serial Number:	74008169	SUPER MODEL OF AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-370-4761		
Email:	ecallahan@nationalcorp.com		
Correspondent Name:	Elspeth Callahan		
Address Line 1:	1100 G ST NW Suite 420		
Address Line 2:	National Corporate Research		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	C003105		
NAME OF SUBMITTER:	Kareem Ansley		
Signature:	/Kareem Ansley/		

OP \$40.00 74008169

900164378

**TRADEMARK
 REEL: 004222 FRAME: 0683**

Date:

06/10/2010

Total Attachments: 6

source=Trademark Agreement#page2.tif

source=Trademark Agreement#page3.tif

source=Trademark Agreement#page4.tif

source=Trademark Agreement#page5.tif

source=Trademark Agreement#page6.tif

source=Trademark Agreement#page7.tif

AMENDMENT NO. 1
TO
GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS AMENDMENT NO. 1 TO GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Amendment") is entered into and executed this May 28, 2010 between **FORD MODELS, INC.**, a Delaware corporation, with its principal place of business at 111 Fifth Avenue, New York, New York 10003 (herein, the "Company"), and **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation. with offices at 11 West 42nd Street, New York, New York 10036 ("CIT").

WITNESSETH:

WHEREAS, the Company and CIT previously entered into certain financing arrangements pursuant to which CIT previously made and provided loans and advances and other financial accommodations to the Company, as set forth in various loan and security documents executed by the Company with and/or in favor of CIT (collectively, the "Prior Financing Agreements"), including, without limitation, the Grant Of Security Interest In Trademarks, dated as of November 9, 2006, executed between the Company and CIT, filed with the United States Patent & Trademark Office on November 14, 2006 at Reel 3427, at Frame 0517 (as the same now exists, the "Trademark Security Agreement"); and

WHEREAS, the Company and CIT amended and restated the financing arrangements previously provided by CIT to the Company pursuant to the Prior Financing Agreements as set forth in the Amended and Restated Financing Agreement, dated November 30, 2007, by and among the Company, Ford Media LLC, a New York limited liability company, an affiliate of the Company and an additional borrower thereunder, and certain other affiliates of the Company as Guarantors thereunder and as defined therein, and CIT (as the same now exists and may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Financing Agreement"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (together with the Financing Agreement, collectively, the "Loan Documents"); and

WHEREAS, the Company and CIT are concurrently herewith entering into and executing a certain Amendment No. 4 to Amended and Restated Financing Agreement and Forbearance Agreement ("Amendment No. 4"); and

WHEREAS, in accordance with the terms of Amendment No. 4 and the Trademark Security Agreement, CIT requires that the Company enter into this Amendment in order to confirm the security interests and liens previously granted by the Company to CIT in the Intellectual Property Collateral and other matters related thereto;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. **Existing Definitions.** Capitalized terms used and not otherwise defined herein shall have their respective meanings as defined in the Trademark Security Agreement.

2. **Amendment of Existing Definitions.** Each of the following defined terms set forth in the Trademark Security Agreement is hereby amended as follows:

(a) All references to "Agreement" set forth in the Trademark Security Agreement are hereby amended to mean and refer to the "Loan Documents", as such term is defined in this Amendment, in each and every instance where such term "Agreement" appears in the Trademark Security Agreement.

(b) All references to "Obligations" set forth in the Trademark Security Agreement are hereby amended to mean and refer to the "Obligations", as such term is defined in the Financing Agreement, in each and every instance where such term "Obligations" appears in the Trademark Security Agreement.

3. **Trademark Security Agreement as Loan Document.** The Company hereby acknowledges, confirms and agrees that the Trademark Security Agreement constitutes an additional Loan Document for all purposes of the Financing Agreement.

4. **Ratification of Security Interest in Intellectual Property Collateral.** To secure payment and performance of all Obligations (as such term is defined in the Financing Agreement and in the Trademark Security Agreement, as amended by this Amendment), and confirming and supplementing the Company's prior grants of security interests in and liens upon, rights of setoff against and assignments of its Intellectual Property Collateral as collateral security pursuant to the Prior Financing Agreements, the Trademark Security Agreement, the Financing Agreement and the other Loan Documents, or otherwise, the Company hereby grants to CIT a continuing general lien upon, and security interest in, all of the Company's rights, title and interests in and to the Intellectual Property Collateral, whether now owned or hereafter acquired, including, without limitation, all Intellectual Property Collateral described on Schedule A to the Trademark Security Agreement.

5. **Amendment of Schedule A to Trademark Security Agreement.** Schedule A to the Trademark Security Agreement is hereby amended by adding thereto the U.S. trademark described on Schedule A to this Amendment (the "Additional Trademark"). The Company hereby (a) acknowledges, confirms and agrees that the Additional Trademark constitutes Intellectual Property Collateral for all purposes of the Trademark Security Agreement, and (b) confirming and supplementing the Company's prior grants of security interests the Intellectual Property Collateral, the Company hereby grants to CIT a continuing general lien upon, and security interest in, all of the Company's rights, title and interests in and to the Additional Trademark.

6. **Representations, Warranties and Covenants.** The Company represents,

warrants and covenants with and to CIT as follows, which representations, warranties and covenants are continuing and shall survive the execution and delivery hereof:

(a) This Amendment has been duly authorized, executed and delivered by all necessary action of the Company, and is in full force and effect, and the agreements and obligations of the Company contained herein constitute its legal, valid and binding obligations enforceable against it in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws affecting creditor's rights generally and by general principles of equity; and

(b) All of the representations and warranties set forth in the Trademark Security Agreement, as amended hereby, are true and correct in all material respects after giving effect to the provisions of this Amendment, except to the extent any such representation or warranty is made as of a specified date, in which case such representation or warranty shall have been true and correct in all material respects as of such date.

7. **Condition Precedent.** This Amendment shall become effective when CIT shall have received an original of this Amendment (or an executed copy hereof by facsimile or by email), duly authorized, executed and delivered by the Company.


8. **No Other Changes.** Except as specifically modified pursuant hereto, no other changes or modifications to, or waivers of any of the terms and provisions of, the Trademark Security Agreement are intended or implied and, in all other respects, the Trademark Security Agreement is hereby ratified, restated and confirmed by the Company and CIT as of the date hereof. To the extent of any conflicts between the terms of this Amendment and the Trademark Security Agreement, the terms of this Amendment shall control.

9. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and its respective successors and assigns.

10. **Counterparts.** This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart hereof signed by each of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective by their proper and duly authorized officers as of the date set forth above.

FORD MODELS, INC.	THE CIT GROUP/COMMERCIAL SERVICES, INC.
By: 	By: _____
Name: Jeffrey S. Geisenheimer	Name: _____
Title: CFO	Title: _____

1582290.1

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective by their proper and duly authorized officers as of the date set forth above.

FORD MODELS, INC.	THE CIT GROUP/COMMERCIAL SERVICES, INC.
By: _____	By: <u>Kevin J. Wunsch</u>
Name: _____	Name: <u>Kevin J. Wunsch</u>
Title: _____	Title: <u>Sr. Vice President</u>

SCHEDULE A
TO
AMENDMENT NO. 1
TO
GRANT OF SECURITY INTEREST IN TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Supermodel of America	74008169	December 5, 1989

1582290.1