

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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)/Execution Date(s):
 GMA Accessories Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: _____
 Citizenship (see guidelines) New York
 Execution Date(s) 2/14/2011
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No
 Name: Bank Leumi USA
 Internal Address: _____
 Street Address: 562 Fifth Avenue
 City: New York
 State: New York
 Country: USA Zip: 10036
 Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 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)

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.
 A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO
 B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO
 Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:
 Name: Susan O'Brien
 Internal Address: CT Lien Solutions
 Street Address: 187 Wolf Road - Suite 101
 City: Albany
 State: New York Zip: 12205
 Phone Number: 800-342-3676
 Fax Number: 800-962-7049
 Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 2.6(b)(5) & 3.41) \$190.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 a. Credit Card Last 4 Numbers 5683
 Expiration Date 10/12
 b. Deposit Account Number _____
 Authorized User Name: _____

9. Signature: [Signature] Signature 2/17/10 Date
 Total number of pages including cover sheet, attachments, and document. 7
 Ikhwan A. Rafeek
 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$190.00 7789692

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 WHEREOF, 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: _____

Ratification of Trademark Agreement - GMA

IN WITNESS WHEREOF, 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: _____

**SCHEDULE I
TO
RATIFICATION AND AMENDMENT OF
TRADEMARK SECURITY AGREEMENT**

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