

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>MARK</u>	<u>REG./APP. NO.</u>	<u>CLASS</u>
YAK PAK	77894355 (pending)	16, 18, 20, 21
YAK PAK	85082160 (pending)	9
YAK PAK	3643385	20
YAK PAK	1727613	18
YAK PAK BROOKLYN NY AND HOOF DESIGN	2327571	18
HOOF DESIGN	2353023	25
HOOF DESIGN	2330582	18
YP (IN CIRCLE DESIGN) WITH HOOF PRINT DESIGN	85081194 (pending)	18

AMENDMENT TO AGREEMENTS

AMENDMENT TO AGREEMENTS (this "Amendment"), dated March 1, 2011, by and between ACCESSORY NETWORK GROUP, LLC, a New York limited liability company ("Debtor"), and WELLS FARGO TRADE CAPITAL SERVICES, INC., in its capacity as agent (in such capacity, "Secured Party"), pursuant to the Credit Agreement (as hereinafter defined), acting for and on behalf of the Lenders. All capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to (a) the Credit Agreement, dated as of February 2, 2008, by and among Debtor, Secured Party, the lenders identified on the signature pages thereof (such lenders, together with their respective successors and assigns, the "Lenders") and each of Debtor's affiliates and subsidiaries identified on the signature pages thereof (as the same now exists and as from time to time hereafter amended, restated, renewed, replaced, extended, supplemented, substituted or otherwise modified, the "Credit Agreement"), (b) the Security Agreement, dated as of February 2, 2008, made by Debtor and each of Debtor's affiliates and subsidiaries identified on the signature pages thereof in favor of Secured Party (as the same now exists and as from time to time hereafter amended, restated, renewed, replaced, extended, supplemented, substituted or otherwise modified, the "Security Agreement") and (c) the Trademark Security Agreement, dated February 2, 2008 and recorded by the Assignment Services Division of the United States Patent and Trademark Office on May 21, 2008 at Reel/Frame 3783/0435, (as the same now exists and as from time to time hereafter amended, restated, renewed, replaced, extended, supplemented, substituted or otherwise modified, the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has acquired certain additional Trademarks and/or Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Security Agreement and the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Security Agreement and Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Security Agreement and the Trademark Security Agreement, Schedule 5 of the Security Agreement and Schedule I to the Trademark Security Agreement are hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Security Agreement and the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Security Agreement and the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 2 of the Security Agreement and Section 2 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof and (ii) all prints and labels on which the Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all income, fees, royalties and other payments at any time due or payable to Debtor with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Additional Trademarks; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 5 of the Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

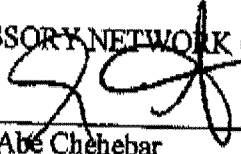
4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Security Agreement or the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Security Agreement and the Trademark Security Agreement are hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

5. 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 thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or email with the same force and effect as if it were a manually executed and delivered counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

ACCESSORY NETWORK GROUP LLC

By: 
Name: Abe Chéhebar
Title: Chief Executive Officer

WELLS FARGO TRADE CAPITAL SERVICES,
INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

ACCESSORY NETWORK GROUP LLC

By: _____
Name:
Title:

WELLS FARGO TRADE CAPITAL SERVICES,
INC.

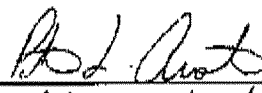
By: 
Name: Peter L. Austin
Title: SVP

EXHIBIT A
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