

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Duty Free Americas, Inc.		07/28/2011	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Ally Commercial Finance LLC
Street Address:	1185 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3883708	DY AMANTE
Registration Number:	3883709	DY AMANTE
Registration Number:	3871343	EVA BY EVA LONGORIA
Serial Number:	77543614	EVALUTION
Serial Number:	77554472	REVALATION
Serial Number:	77807719	UNBELIEVABLE BY EVA LONGORIA
Serial Number:	85239167	LOVE BY EVA LONGORIA
Serial Number:	85236341	EVAMOUR BY EVA LONGORIA
Serial Number:	85130820	LOVE, EVA
Serial Number:	85118611	EVA
Registration Number:	3407021	BUY THEN FLY
Registration Number:	3305013	DUTY FREE EXPRESS
Registration Number:	3176948	DFA
Registration Number:	2940956	DUTY FREE AMERICAS

OP \$540.00 3883708

900198591

**TRADEMARK
 REEL: 004595 FRAME: 0659**

Registration Number:	2984726	DFA DUTY FREE AMERICAS
Serial Number:	77830046	DFI
Serial Number:	85019229	DFI DUTY FREE INTERNATIONAL
Serial Number:	85063938	DUTY FREE INTERNATIONAL
Serial Number:	85250434	GLAMOUR WALKWAY
Serial Number:	77530279	WORLD NEWS
Serial Number:	77530281	WORLD NEWS & GIFTS

CORRESPONDENCE DATA

Fax Number: (617)574-7658
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-574-3518
Email: smordas@goulstonstorrs.com
Correspondent Name: Stacey Mordas
Address Line 1: 400 Atlantic Avenue
Address Line 4: Quincy, MASSACHUSETTS 02110-3333

NAME OF SUBMITTER:	Stacey A. Mordas
Signature:	/s/ Stacey A. Mordas
Date:	08/02/2011

Total Attachments: 16

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

As of July 28, 2011

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made between **ALLY COMMERCIAL FINANCE LLC** (formerly known as GMAC Commercial Finance LLC), a Delaware limited liability company with offices at 1290 Avenue of the Americas, as the arranger, collateral agent and administrative agent for the Lenders (in such capacity, the “**Agent**”) and **DUTY FREE AMERICAS, INC.**, a Maryland corporation (“**DFA**” or “**Lead Borrower**”), the Subsidiaries of Lead Borrower hereto (together with Lead Borrower, collectively, the “**Borrowers**”) party to that and Restated Loan and Security Agreement dated as of December 28, 2009 (“**A&R Loan Agreement**”) as hereby and otherwise amended to date (the “**Loan Agreement**”) amending and restating that certain Loan and Security Agreement dated as of as January 19, 2005, as amended by the First Amendment to Loan and Security Agreement dated as of February 25, 2006, the Second Amendment to Loan and Security Agreement dated as of April 24, 2006, the Third Amendment to Loan and Security Agreement dated as of June 30, 2006, the Fourth Amendment to Loan and Security Agreement dated as of January 26, 2007, the Waiver and Fifth Amendment to Loan and Security Agreement dated as of February 3, 2007, the Waiver and Sixth Amendment to Loan and Security Agreement dated as of November 13, 2007, the Waiver and Seventh Amendment to Loan and Security Agreement dated as of November 25, 2008, the Eighth Amendment to Loan and Security Agreement dated as of July 2, 2009 and the Waiver and Ninth Amendment to Loan and Security Agreement dated as of September 30, 2009, between the Grantors, the Agent and the lenders party thereto, and **DFA HOLDINGS, INC.**, parent of Lead Borrower and guarantor of the Obligations under the Loan Agreement (“**Holdings**” and together with the Borrowers, the “**Grantors**” and each a “**Grantor**”) and amended and restates that certain Trademark Security Agreement between the Agent and certain of the Grantors dated as of January 19, 2005. Capitalized terms not defined in this Amendment have the meanings given in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest: To secure the Obligations, the Grantors hereby create a security interest in favor of the Agent, with power of sale in and to the following and all proceeds thereof (collectively, the “**TM Collateral**”):

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- a. (x) All of the Grantors' now owned or existing or hereafter acquired or arising trademarks, and service marks, including all related common law rights, U.S. federal registrations and renewals thereof and pending applications, including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof and (y) to the extent used by any of the Grantors, all of Holdings' now owned or existing or hereafter acquired or arising trademarks, and service marks, including all related common law rights, U.S. federal registrations and renewals thereof and pending applications, including, without limitation, those listed on **EXHIBIT A**, together with any goodwill connected therewith and symbolized thereby and all of (collectively, the "**Marks**");
 - b. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;
 - c. The right to sue for past, present and future infringements and dilutions of any of the foregoing; and
 - d. All of Grantors' rights corresponding to any of the foregoing throughout the world.
2. Protection of Marks By Grantors : The Grantors shall undertake the following with respect to each of the Marks:
- a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing thereof; provided, however, that should the Grantors determine that a trademark or service mark forming part of the Marks is no longer desirable or useful in the conduct of business of the Borrowers, or otherwise determine that the Grantors are unable, pursuant to applicable law, to maintain such trademark or service mark, the Grantors may except such trademark or service mark from the obligations hereunder and remove same from the Marks covered hereby by providing written notice thereof to the Agent;
 - b. At the Grantors' sole cost, expense, and risk, pursue the prompt, diligent, processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, except as reasonably determined by the Grantors in the event of any final refusals,

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oppositions or other third party conflicts with respect thereto occurring in the prosecution thereof; and

- c. At the Grantors' sole cost, expense, and risk, take any and all reasonable action to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

3. Grantors' Representations and Warranties: The Grantors represent and warrant that:

- a. **EXHIBIT A** includes all of the registered trademarks, federal trademark applications, registered service marks and federal service mark applications now owned by (x) the Borrowers, and (y) Holdings and used by the Borrowers;
- b. All TM Collateral is and shall remain, free and clear of all liens, Liens, or security interests in favor of any Person other than the Agent, other than Permitted Liens ; and
- c. The Lead Borrower shall give the Agent written notice (with reasonable detail), such written notice to be furnished to the Agent at the same time as the Consolidated financial statements as described in Section 6.3(b) of the Loan Agreement, following the occurrence of any of the following:
 - i. Any Grantor obtains rights to, and files applications for registration in the United States of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than a Borrower's right to sell products containing the trademarks of others in the ordinary course of such Borrower's business);
 - ii. Any Grantor becomes entitled to the benefit of any United States registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than a Borrower's right to sell products containing the trademarks of others in the ordinary course of such Borrower's business); or

iii. Any Borrower enters into any new trademark license agreement or service mark license agreement.

4. Agreement Applies to Future Marks:

- a. The provisions of this Agreement shall automatically apply to any such additional property or rights described in 3.c, above, all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement.
- b. The Grantors hereby authorize the Agent to take all such action to protect the Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, provided, however, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

5. Grantors' Rights To Enforce Marks: Prior to the giving of notice to the Lead Borrower following the occurrence of an Event of Default as provided in the Loan Agreement, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Grantors to protect the Marks against infringement by third parties; provided, however, that

- a. The Lead Borrower must first provide the Agent with written notice of the Grantors' intention to so sue for enforcement of any Mark; and
- b. Any money damages awarded or received by any Borrower on account of such suit (or the threat of such suit) shall constitute TM Collateral.

Following the occurrence of any Event of Default, the Agent, by notice to the Lead Borrower, may terminate or limit the Grantors' rights under this Section 5, after which the Agent shall be responsible for enforcing the Borrower's rights in and to the TM Collateral until such default has been cured.

6. Agent's Actions To Protect Marks: In the event that (i) the Grantors fail, within five (5) days of written notice to the Lead Borrower from the Agent, to cure any failure by the

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Grantors to perform any of the Grantors' obligations set forth in this Agreement and/or (ii) an Event of Default shall occur, the Agent, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in the Agent's own right in connection therewith. The Agent shall exercise reasonable care in its custody, retention and other actions with respect to the TM Collateral, at least equal to the care that the Agent exercises with respect to its own property.

7. Rights Upon Default: Upon the occurrence of an Event of Default, the Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in New York, with respect to the Marks, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

8. Agent As Attorney In Fact:
 - a. The Grantors hereby irrevocably constitute and designate the Agent as and for the Grantors' attorney in fact, and authorize the Agent to take any or all of the following upon the occurrence and during the continuance of any Event of Default:
 - i. Exercise any of the rights and powers allotted the Agent under this Agreement including, without limitation, those referenced in Sections 2 and 4(b); and
 - ii. Execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.
 - b. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated in accordance with Section 14.
 - c. The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section a herein, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it

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actually receives as a result of such exercise of power, and shall not be responsible to the Grantors for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act constitutes gross negligence or actual bad faith.

9. Agent's Rights:

- a. Any use by the Agent of the Marks, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.
- b. None of this Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Marks, which rights are effective except following the occurrence of any Event of Default.

10. Intent: It is intended that this Agreement supplement the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks. The Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan Agreement with respect to all other Collateral.

11. Counterparts: This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract "Loan Documents" shall wherever used in any of the Loan Documents, be deemed to also mean and include this Agreement. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or email shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or email also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

12. New York Law: THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, SHALL BE GOVERNED BY THE INTERNAL LAW OF THE STATE OF NEW YORK.
13. Consent to Jurisdiction:
- a. Each party hereto agrees that any legal action, proceeding, case, or controversy against any Borrower with respect to any Loan Document may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, as the Agent may elect in the Agent's sole discretion. By execution and delivery of this Agreement, each party, for itself and in respect of its property, accepts, submits, and consents generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts.
 - b. Each party **WAIVES** personal service of any and all process upon it, and irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified mail, postage prepaid in the case of the Grantors, to the Lead Borrower at the Lead Borrower's address and in the case of the Agent at the Collateral's Agent's address in each case as specified in the first paragraph of this Agreement or such other address as the parties may indicate by written notice thereof to its counterparty, such service to become effective five (5) Business Days after such mailing.
 - c. Each Borrower **WAIVES** any objection based on *forum non conveniens* and any objection to venue of any action or proceeding instituted under any of the Loan Documents.
14. Termination. This Agreement and the security interest created hereby shall terminate immediately and without further action when the Termination Date shall occur and Collateral is released as provided in Section 12.02 of the Loan Agreement. At such time promptly upon request by the Grantors the Agent shall execute and deliver to the Lead Borrower all deeds, termination statements and/or other instruments as necessary to evidence and record in the United States Patent and Trademark Office and elsewhere the termination of the security interest created hereby.

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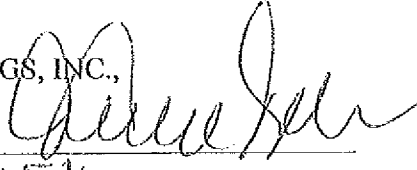
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Trademark Security Agreement to be duly executed as of the day and year first above written.

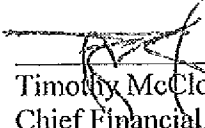
ALLY COMMERCIAL FINANCE LLC
as Agent

By 
Name: Steven J. Brown
Title: Director

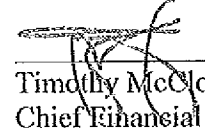
DFA HOLDINGS, INC.,

By: 
Name: Simon Fatic
Title: Chairman

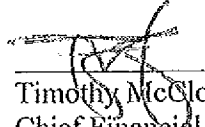
DUTY FREE AMERICAS, INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

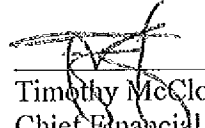
AMMEX TAX & DUTY FREE SHOPS, INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

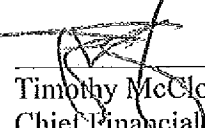
AMMEX TAX & DUTY FREE SHOPS WEST,
INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

AMMEX WAREHOUSE COMPANY, INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer


BOSTON DUTY FREE, INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer


[Signatures of Grantors continue]

Signatures of Grantors to A&R Trademark Security Agreement

DUTY FREE AMERICAS (BALTIMORE-
WASHINGTON), INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer


DUTY FREE AMERICAS (VIRGINIA), INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

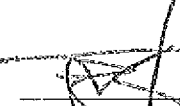
INTERNATIONAL DUTY FREE STORES
COMPANY

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

UETA, INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

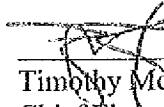
UETA OF ARIZONA, INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

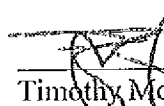
[Signatures of Grantors continue]

Signatures of Grantors to A&R Trademark Security Agreement

UETA OF CALIFORNIA, INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

UETA OF DELAWARE, INC.


By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

UETA OF TEXAS, INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

UETA CONTINENTAL, LLC

By: UETA of TEXAS, INC.
Member

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

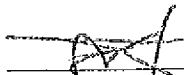
DUTY FREE AMERICAS AIRPORTS, INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

[Signatures of Grantors continue]


Signatures of Grantors to A&R Trademark Security Agreement

DUTY FREE AMERICAS AIRPORTS
(MIDWEST), INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

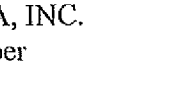
FALIC FASHION GROUP, LLC

By: DUTY FREE AMERICAS, INC.
Member

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

UETA OF NEW MEXICO, LLC

By: UETA, INC.
Member

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

Signatures of Grantors to A&R Trademark Security Agreement

EXHIBIT A

Trademarks

A. Owner: Falic Fashion Group, LLC

Country	Trademark	Int'l Class	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
United States of America	DYAMANTE	3	77/742,737	22-May-09	3,883,708	30-Nov-10	Registered
United States of America	DYAMANTE (stylized)	3	77/742,738	22-May-09	3,883,709	30-Nov-10	Registered
United States of America	EVA BY EVA LONGORIA	3	77/807,705	19-Aug-09	3,871,343	02-Nov-10	Registered
United States of America	EVALUTION	3	77/543,614	11-Aug-08			Pending
United States of America	REVALATION	3	77/554,472	25-Aug-08			Pending
United States of America	UNBELIEVABLE BY EVA LONGORIA	3	77/807,719	19-Aug-09			Pending
United States of America	LOVE BY EVA LONGORIA	3	85/239,167	10-Feb-11			Pending
United States of America	EVAMOUR BY EVA LONGORIA	3	85/236,341	08-Feb-11			Pending
United States of America	LOVE, EVA	3	85/130,820	12-Dec-10			Pending
United States of America	EVA	3	85/118,611	30-Aug-10			Pending
European Union	EVA BY EVA LONGORIA	3	9642315	06-Jan-11	9642315	18-May-11	Registered
Indonesia	EVA BY EVA LONGORIA	3	D00-2011-00492	09-Feb-11			Pending
Malaysia	EVA BY EVA LONGORIA	3	2011/03207	18-Feb-11			Pending
Paraguay	DYAMANTE	3	44619	22-Oct-10			Pending
Paraguay	DYAMANTE (stylized)	3	44618	22-Oct-10			Pending
Philippines	EVA	3	4-2010-012473	18-Nov-10			Pending
Philippines	EVA BY EVA LONGORIA	3	4-2010-012474	18-Nov-10			Pending
Singapore	EVA BY EVA LONGORIA	3	T1101480J	09-Feb-11			Pending

B. Owner: DFA Holdings, Inc.

Country	Trademark	Int'l Class	Appl. No.	Appl Date	Reg. No.	Reg. Date	Status
United States of America	BUY THEN FLY	35	78/818,044	17-Feb-06	3,407,021	1-Apr-08	Registered
United States of America	DUTY FREE EXPRESS	35	78/879,152	08-May-06	3,305,013	2-Oct-07	Registered

Exhibit A

Execution Version

C. Owner: Duty Free Americas, Inc.

Country	Trademark	Int'l Class	Appl. No.	Appl Date	Reg. No.	Reg. Date	Status
United States of America	DFA	35	78/789,281	11-Jan-06	3,176,948	28-Nov-06	Registered
United States of America	DUTY FREE AMERICAS	35	76/327,021	12-Jun-02	2,940,956	12-Apr-05	Registered
United States of America	DFA DUTY FREE AMERICAS LOGO (stylized)	35	76/590,849	6-May-04	2,984,726	16-Aug-05	Registered
United States of America	DFI	35	77/830,046	18-Sep-09			Pending
United States of America	DFI DUTY FREE INTERNATIONAL (and Design)	35	85/019,229	21-Apr-10			Pending
United States of America	DUTY FREE INTERNATIONAL	35	85/063,938	16-Jun-10			Pending
United States of America	GLAMOUR WALKWAY	35	85/250,434	24-Feb-11			Pending
United States of America	WORLD NEWS	35	77/530,279	24-Jul-08			Pending
United States of America	WORLD NEWS & GIFTS	35	77/530,281	24-Jul-08			Pending
Argentina	DUTY FREE AMERICAS	35	2,373,850	2-May-02	1,992,538	22-Sep-04	Registered
Aruba	DUTY FREE AMERICAS	35	IM-02053126	31-May-02	21942	31-Mar-02	Registered
Bahamas	DUTY FREE AMERICAS	35	24981	31-May-02	24981	10-Aug-07	Registered
Belize	DUTY FREE AMERICAS	35		9-Jan-03	1360.03	22-Apr-03	Registered
Bolivia	DUTY FREE AMERICAS	35	SM-1388-02	29-Apr-02	92503-C	4-Feb-04	Registered
Brazil	DUTY FREE AMERICAS	35	824877675	10-Jul-02	824877675	17-Mar-09	Registered
Canada	DUTY FREE AMERICAS	35	1138521	23-Apr-02	660,788	15-Mar-06	Registered
Chile	DUTY FREE AMERICAS	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34	568.595	23-May-02	774.409	13-Dec-06	Registered
Colombia	DUTY FREE AMERICAS	35	02.050.156	12-Jun-02	273329	11-Jun-03	Registered
Costa Rica	DUTY FREE AMERICAS	35	2002-0003418	17-May-02	146654	21-Apr-04	Registered
Dominican Republic	DUTY FREE AMERICAS	35		7-May-02	129430	15-Oct-02	Registered

Exhibit A

Execution Version

Country	Trademark	Int'l Class	Appl. No.	Appl Date	Reg. No.	Reg. Date	Status
Ecuador	DUTY FREE AMERICAS	35	123306	25-Apr-02	8172-03	19-Jun-03	Registered
El Salvador	DUTY FREE AMERICAS	35	120020245 24	23-Apr-02			Pending
European Union	DUTY FREE AMERICAS	35	3027737	29-Jan-03	3027737	29-Nov-04	Registered
Guatemala	DUTY FREE AMERICAS	35	3077	8-May-02	122,559	4-Mar-03	Registered
Haiti	DUTY FREE AMERICAS	35	646-X	17-May-02	52/138	26-Feb-03	Registered
Honduras	DUTY FREE AMERICAS	35	5891/2002	23-Apr-02	9520	23-Feb-04	Registered
Jamaica	DFA DUTY FREE AMERICAS LOGO (stylized)	35	n/a	23-Sep-03			Pending
Mexico	DUTY FREE AMERICAS	35	568890	2-Oct-02	881908	24-May-05	Registered
Netherlands Antilles	DUTY FREE AMERICAS	35	n/a	8-Apr-03			Pending
Nicaragua	DUTY FREE AMERICAS	35	2002/01009	25-Apr-02	55603 LM	2-Sep-02	Registered
Panama	DUTY FREE AMERICAS	35	122027	10-Jul-02	122027	10-Jul-02	Registered
Paraguay	DUTY FREE AMERICAS	35	9324	24-Apr-02	253368	12-Dec-02	Registered
Peru	DUTY FREE AMERICAS	35	152780-2002	23-May-02	31168	6-Dec-02	Registered
Trinidad & Tobago	DFA DUTY FREE AMERICAS LOGO (stylized)	35	N/A	23-Sep-03			Pending
Turks & Caicos	DUTY FREE AMERICAS	35			13,029	23-Jan-03	Registered
United Kingdom	DFA DUTY FREE AMERICAS LOGO (stylized)	35	2342094	29-Aug-03	2342094	29-Aug-03	Registered
Uruguay	DUTY FREE AMERICAS	35	341.319	27-May-02	341.319	24-Jan-03	Registered
Venezuela	DUTY FREE AMERICAS	35	2002-008029	30-May-02			Pending

Exhibit A

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