

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.		10/26/2013	CORPORATION: MARYLAND
Falic Fashion Group, LLC		10/26/2013	LIMITED LIABILITY COMPANY: FLORIDA
DFA Holdings, Inc.		10/26/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Ally Commercial Finance LLC
Street Address:	1185 Avenue of the Americas
Internal Address:	2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	86029583	BOARDING TIME
Serial Number:	86029582	SUN, SOL SOLEIL
Serial Number:	85236341	EVAMOUR BY EVA LONGORIA
Serial Number:	86049902	SUNGLASSES DUTY FREE
Serial Number:	78879152	DUTY FREE EXPRESS
Serial Number:	86058985	FROM WEB TO GATE
Serial Number:	85960028	DFI
Serial Number:	86029584	DUTY FREE INTERNATIONAL
Serial Number:	85694901	WORLD NEWS
Serial Number:	85694905	WORLD NEWS & GIFTS

CORRESPONDENCE DATA

900271936

**TRADEMARK
 REEL: 005154 FRAME: 0162**

OP \$265.00 86029583

Fax Number: 6175744112
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 617-574-3518
Email: smordas@goulstonstorrs.com
Correspondent Name: Stacey Mordas
Address Line 1: 400 Atlantic Avenue
Address Line 4: Boston, MASSACHUSETTS 02110-3333

NAME OF SUBMITTER:	Stacey Mordas
Signature:	/s/ Stacey A. Mordas
Date:	11/14/2013

Total Attachments: 9

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AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “**Amendment**”) dated as of October 26, 2013 by and between **ALLY COMMERCIAL FINANCE LLC** (formerly known as GMAC Commercial Finance LLC), a Delaware limited liability company with offices at 1285 Avenue of the Americas, New York, New York 10036, 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 amended by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of July 28, 2011 and as otherwise amended to date (the “**Loan Agreement**”) 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**”) amends that certain Amended and Restated Trademark Security Agreement between Agent and Grantor dated as of July 28, 2011 (as previously amended, the “**Trademark Security Agreement**”). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Loan Agreement.

WHEREAS, the Agent and Grantors are party to the Loan Agreement and the Trademark Security Agreement; and

WHEREAS, the Agent and Grantors desire to amend the Trademark Security Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Grantors and Agent hereby stipulate, covenant and agree as follows:

1. **Amendment.** The Agent and the Grantors hereby agree to amend the Credit Agreement pursuant this Amendment. **EXHIBIT A** to the Trademark Security Agreement is hereby amended to (i) add certain Marks and (ii) update certain information regarding certain Marks, in each case as set forth on ANNEX 1 hereto. Except as explicitly set forth herein, the Trademark Security Agreement shall be unaffected by this Amendment and remain in full force and effect. This Amendment and the Trademark Security Agreement shall hereafter be read and construed together as a single document, and all references in the Trademark Security Agreement, any other Loan Document or any agreement or instrument related to the Trademark Security Agreement shall hereafter refer to the Trademark Security Agreement as amended by this Amendment.


2. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York (without regard to of conflict of laws principles thereof).
3. **Counterparts.** Delivery of an executed counterpart of this Amendment by telefacsimile or email shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or email also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors and the Agent respectively have caused this Amendment to be executed by their respective duly authorized officers as of the date first above written.

GRANTORS:

DFA HOLDINGS, INC.,

By: 
Name: Simon Falic
Title: Chief Operating Officer


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


[Signatures of Grantors continue]

[Signature Page to Amendment to A&R Trademark Security Agreement]

BOSTON DUTY FREE, INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

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

[Signatures of Grantors continue]


[Signature Page to Amendment to A&R Trademark Security Agreement]

TRADEMARK
REEL: 005154 FRAME: 0167


UETA OF ARIZONA, INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

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: 
Name: Timothy McCloskey
Title: Chief Financial Officer


DUTY FREE AMERICAS AIRPORTS,
INC.

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

[Signatures of Grantors continue]

[Signature Page to Amendment 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: 
Name: Timothy McCloskey
Title: Chief Financial Officer

UETA OF NEW MEXICO LLC

By: 
Name: Timothy McCloskey
Title: Chief Financial Officer

AGENT:

ALLY COMMERCIAL FINANCE LLC

By: 
Name: Steven J. Brown
Title: Director

ANNEX 1:

ADDITIONS TO EXHIBIT A

Trademarks

Registered or pending:

Owner: Falic Fashion Group, LLC

Country	Mark	App. No. (Filing Date)	Reg. No. (Reg. Date)
United States of America	BOARDING TIME	86/029,583 (Aug. 6, 2013)	Pending.
United States of America	SUN, SOL SOLEIL	86/029,582 (Aug. 6, 2013)	Pending.
United States of America	EVAMOUR BY EVA LONGORIA	85/236,341 (Feb. 08, 2011)	4,238,326 (Nov. 6, 2012)
United States of America	SUNGLASSES DUTY FREE	86/049,902 (Aug. 28, 2013)	Pending
Philippines	EVA	4-2010-012473 (Nov. 18, 2010)	4-2010-012473 (July 7, 2011)
Philippines	EVA BY EVA LONGORIA	4-2010-012474 (Nov. 18, 2010)	4-2010-012474 (May 26, 2011)
Singapore	EVA BY EVA LONGORIA	T1101480J (Feb. 09, 2011)	T1101480J (Feb. 9, 2011)

Owner: DFA Holdings, Inc.

United States of America	DUTY FREE EXPRESS	78/879,152 (July 9, 2007)	3,305,013 (Oct. 2, 2007)
U.S.	FROM WEB TO GATE	86/058,985 (Sept. 9, 2013)	Pending

Owner: Duty Free Americas, Inc.

U.S.	DFI	85/960,028 (June 14, 2013)	Pending
U.S.	DUTY FREE INTERNATIONAL	86/029,584 (Aug. 6, 2013)	Pending
U.S.	WORLD NEWS	85/694,901 (Aug. 3, 2012)	Pending
U.S.	WORLD NEWS & GIFTS	85/694,905 (Aug. 3, 2012)	Pending
Belize	DUTY FREE BELIZE	(Pending) (June 26, 2013)	Pending
China	DFA DUTY FREE AMERICAS (stylized)	10527950 (Feb. 24, 2012)	Pending
China	DUTY FREE AMERICAS	10527949 (Feb. 24, 2012)	Pending
Curacao	DUTY FREE AMERICAS	11183 (Oct. 1, 2005)	11183 (Oct. 1, 2005)
Mexico	DUTY FREE AMERICAS	1315442 (Oct. 8, 2012)	Pending
St. Maarten	DUTY FREE AMERICAS	09715 (Apr. 8, 2003)	Pending

Unregistered:

[None]