



SCHEDULE A

TO

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

	Serial Number	Reg. Number	Word Mark
1	85795359	4383397	BABY CACHE ELITE
2	85795337	4383396	BABY CACHE ELITE
3	85795307	4383394	BABY CACHE
4	85627079	4271683	MUNIRÉ
5	85619249	4271369	SUITE BEBÉ
6	85625833	4268141	NURSERY CHATTER
7	85619237	4267961	NURSERY CHATTER
8	85568051	4267296	SOPORA
9	85627120	4261546	SOPORA BRINGING BETTER SLEEP
10	85523977	4201952	ECHELON
11	85425777	4142245	MUNIRÉ FURNITURE
12	78409933	3303417	LIFETIME CRIB
13	78431021	3136676	BABY CACHE

**RATIFICATION AND AMENDMENT OF TRADEMARK SECURITY  
AGREEMENT**

THIS RATIFICATION AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT (this "**Ratification**"), dated as of November 12<sup>th</sup>, 2013, is between MUNIRE FURNITURE CO., INC. (a/k/a Munire Industries), a New Jersey corporation (the "**Grantor**"), and BANK LEUMI USA (the "**Secured Party**").

RECITALS:

WHEREAS, the Grantor has entered into the Trademark Security Agreement, dated as of March 11, 2011, which Trademark Security Agreement was filed with the United States Patent and Trademark Office on March 15, 2011 at Reel 4498, Frame 0307 (the "**Trademark Agreement**"), with the Secured Party; and

WHEREAS, the Grantor has entered into, or is about to enter into, among other things, an Amended and Restated Credit and Security Agreement, dated as of the date hereof (as amended, restated, renewed, replaced, supplemented and otherwise modified from time to time, the "**Restated Credit Agreement**"), by and between the Grantor and the Secured Party, which Restated Credit Agreement amends and restates in its entirety the Credit Agreement referred to, and as originally defined (prior to the effectiveness of this Ratification), in the Trademark Agreement (the "**Existing Credit Agreement**");

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. **Defined Terms.**

(a) Except as otherwise defined in this Ratification, terms defined in the Trademark Agreement (or by reference therein) shall have the same meaning when used herein.

(b) Effective as of the date hereof, each reference in the Trademark Agreement to the "Credit Agreement" shall mean and refer to the Restated Credit Agreement, as such term is defined herein.

2. **Ratification of Trademark Agreement.** The Grantor hereby ratifies and agrees to perform and be bound by the Trademark Agreement.

3. **Amendment of Exhibit A.** Exhibit A attached to the Trademark Agreement is hereby amended and restated in its entirety by substituting therefor Exhibit A attached hereto.

4. **Confirmation and Grant of Security Interest.** As security for the payment and performance of the Indebtedness, and ratifying, confirming and supplementing the Grantor's prior grant of a security interest in all right, title and interest in or to the Trademarks, the Grantor, pursuant to the Existing Credit Agreement and the Trademark Agreement did, and hereby does grant to the Secured Party, and acknowledges and agrees that the Secured Party has and shall continue to have, a security interest in all right, title and interest in or to the Trademarks.

5. **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.

6. **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.


7. **Governing Law.** This Ratification shall be governed by, and construed in accordance with, the laws of the State of New York.

8. **Counterparts.** This Ratification may be executed in any number of counterparts, all of which shall constitute one and the same agreement, and any party hereto may execute this Ratification by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Ratification electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Ratification.

[Signature page follows]

IN WITNESS HEREOF, the parties hereto have executed this Ratification as of the day and year first above written.

MUNIRE FURNITURE CO., INC.

By:   
Name: Munir HUSSAIN  
Title: president CEO.

Acknowledged and agreed:

BANK LEUMI USA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS HEREOF, the parties hereto have executed this Ratification as of the day and year first above written.

MUNIRE FURNITURE CO., INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and agreed:

BANK LEUMI USA

By: Iris Steinhardt

Name: Iris Steinhardt

Title: Vice President

By: M. Campbell

Name: Tesha Campbell

Title: Assistant Treasurer

EXHIBIT A TO RATIFICATION AND AMENDMENT OF  
TRADEMARK SECURITY AGREEMENT

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