

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385156

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GA Design & Sourcing Corp		02/27/2014	Corporation: PUERTO RICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FirstBank Puerto Rico		
<b>Street Address:</b>	1519 Ponce de Leon Ave		
<b>Internal Address:</b>	Parada 23		
<b>City:</b>	San Juan		
<b>State/Country:</b>	PUERTO RICO		
<b>Postal Code:</b>	00909		
<b>Entity Type:</b>	Corporation: PUERTO RICO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3891492	IT'S ME	
<b>Registration Number:</b>	3231941	ZUCCARO	
<b>Registration Number:</b>	3191297	IT'S ME	
<b>Registration Number:</b>	3220906	ZÚCCARO	
<b>Registration Number:</b>	4564480	FUNKY SOUL	
<b>Registration Number:</b>	3332296	FUNKY SOUL	
<b>Registration Number:</b>	3469346	FUNKY SOUL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7877531208		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	7872742964		
<b>Email:</b>	fmedina@mocpr.com		
<b>Correspondent Name:</b>	Frederick B. Martinez		
<b>Address Line 1:</b>	PO Box 190998		
<b>Address Line 4:</b>	San Juan, PUERTO RICO 00919-0998		
<b>NAME OF SUBMITTER:</b>	Frederick B. Martinez		
<b>SIGNATURE:</b>	/Frederick B. Martinez/		

OP \$190.00 3891492



**AMENDMENT, RATIFICATION AND CONFIRMATION OF  
PLEDGE AND SECURITY AGREEMENT**

Reference is made to that certain Credit Agreement entered into on February 27, 2014, by and among G.A. Investors, S.E., Komodidad Distributors, Inc., G.A. Property Development Corp., Gamaxport, Inc., G.A. Design & Sourcing Corp., as borrowers (collectively the "Borrowers"), the Lenders thereto and FirstBank Puerto Rico as administrative agent for the Lenders (the "Administrative Agent"), as amended and restated by that certain Amended and Restated Credit Agreement dated as of the date hereof (collectively, the "Credit Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.


Pursuant to the terms of the Credit Agreement, the parties executed and delivered that certain Pledge and Security Agreement dated as of February 27, 2014 (hereinafter referred to as the "Loan Document"), a copy of which is attached hereto as Exhibit A and made a part hereof.


Whereas, the parties have agreed to amend the Loan Document as follows:

1. Exhibit I entitled "Instruments" is hereby replaced in its entirety with Exhibit I attached hereto and made a part hereof.

2. Section 2(a)(vii) is hereby amended to read in its entirety as follows:

*"(vii) all patents, trademarks, copyrights and all intellectual property of the Borrowers, including, but not limited, to those trademarks listed in Exhibit IA hereto (collectively, the "Trademarks"); and"*

 3. Exhibit IA attached hereto and made a part hereof, is hereby deemed to be inserted after Exhibit A, as hereby amended.

 The parties hereby certify and agree that, except as specifically amended hereby, the Loan Document is hereby ratified and confirmed and shall remain in full force and effect as originally executed and delivered, and said Loan Document does and shall continue to secure and guarantee the payment of all of the Obligations of the Borrowers under the Credit Agreement.

This Amendment, Ratification and Confirmation of Loan Document is not intended and shall not be construed to cause a novation of the terms and conditions under the Loan Document, including, but not limited to the Obligations of the Borrowers thereunder.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment, Ratification and Confirmation of Loan Document as of this 29<sup>th</sup> day of October, 2015.

**G.A. INVESTORS, S.E.**

**KOMODIDAD DISTRIBUTORS, INC.**

By: [Signature]  
Name: Carlos Galliano Artime  
Title: Authorized Representative

By: [Signature]  
Name: Carlos Galliano Artime  
Title: Authorized Representative

**G.A. PROPERTY DEVELOPMENT CORP.**

**GAMAXPORT, INC.**

By: [Signature]  
Name: Carlos Galliano Artime  
Title: Authorized Representative

By: [Signature]  
Name: Carlos Galliano Artime  
Title: Authorized Representative

**G.A. DESIGN & SOURCING CORP.**

**FIRSTBANK PUERTO RICO**

By: [Signature]  
Name: Carlos Galliano Artime  
Title: Authorized Representative

By: [Signature]  
Name: Danilo Ondina  
Title: Senior Vice President

Affidavit No. 1,705

Acknowledged and subscribed before me in San Juan, Puerto Rico, on this 29<sup>th</sup> day of October, 2015 by the following persons, each of whom I personally know: (i) Carlos Galliano Artime, of legal age, married, executive and resident of Caguas, Puerto Rico, as Authorized Representative of G.A. Investors, S.E., Komodidad Distributors, Inc., G.A. Property Development Corp., Gamaxport, Inc. and G.A. Design & Sourcing Corp.; and (ii) Danilo Ondina, of legal age, married, banking executive and a resident of San Juan, Puerto Rico, in his capacity as Senior Vice President of FirstBank Puerto Rico.



[Signature]  
NOTARY PUBLIC



**TRADEMARK**  
**REEL: 005798 FRAME: 0139**

See Attachment.

LG  
ADP

**PLEDGE AND SECURITY AGREEMENT**

**THIS PLEDGE AND SECURITY AGREEMENT** (the "Security Agreement"), entered into in San Juan, Puerto Rico, on the 27<sup>th</sup> day of February, 2014, by and between: **G.A. INVESTORS, S.E.**, a special partnership constituted under the laws of the Commonwealth of Puerto Rico (the "Commonwealth"), **KOMODIDAD DISTRIBUTORS, INC.**, **G.A. PROPERTY DEVELOPMENT CORP.**, **GAMAXPORT, INC.** and **GA DESIGN & SOURCING CORP.**, all corporations duly organized and existing according to the laws of the Commonwealth, (hereinafter the "Borrowers"), and **FIRSTBANK PUERTO RICO**, (the "Agent"), a banking institution organized and validly existing under the laws of the Commonwealth, as Agent for the banks (the "Banks") party to the Credit Agreement (as hereinafter defined):

**WITNESSETH**

**WHEREAS**, reference is made to a certain credit agreement of even date herewith (the "Credit Agreement") pursuant to which the Banks have agreed to make available to the Borrowers credit facilities in the aggregate principal combined amount of \$47,460,000.00 (the "Loan"), in four separate facilities: Term Loan I up to \$31,500,000; Term Loan II up to \$8,960,000, Revolving Line of Credit 1 up to \$6,000,000 to Komodidad Distributors, Inc. and Revolving Line of Credit 2 up to \$1,000,000 to GA Design & Sourcing Corp., as evidenced by certain promissory notes (the "Notes") to be issued pursuant to the Credit Agreement. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement; and

**WHEREAS**, the obligations of the Banks under the Credit Agreement are subject to the execution of this Pledge and Security Agreement.

**NOW THEREFORE**, the parties hereto agree as follows:

**Section 1. Defined Terms.** The following terms which are defined in the Code (as defined herein) are used herein as so defined therein: Accounts, Cash Proceeds, Chattel Paper, Collateral, Deposit Account, Documents, Equipment, General Intangibles, Goods, Instruments, Inventory and Investment Property Proceeds. The following terms shall have the following meanings:

"Accounts" shall have the meaning ascribed to such term in Section 2(a)(i) hereof.

"Bankruptcy Laws" means the United States Bankruptcy Code, 11 U.S.C. 101 et seq., and all future acts supplemental thereto or amendatory thereof.

"Charge(s)" means all federal, state (including the Commonwealth), county, city, municipal, local, foreign or other governmental taxes at the time due and payable, levies, assessments, charges, liens, claims or encumbrances upon or relating to: (i) the Borrowers' employees, payroll, income or gross receipts; (ii) the Borrowers' ownership or use of any of its properties and assets; or (iii) any other aspect of the Borrowers' business.

"Code" shall mean the Commercial Transactions Act, Act No. 208 of January 17, 2012, as amended and all future acts supplemental thereto or amendatory thereof.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Equipment" shall have the meaning ascribed to such term in Section 2(a)(iv) hereof.

"GAAP" means Generally Accepted Accounting Principles.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof and any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government, and any corporation or other entity owned or controlled (through ownership of capital interests or otherwise) by any of the foregoing.

"Instruments" shall have the meaning ascribed to such term in Section 2(a)(ii) hereof.

"Inventory" shall have the meaning ascribed to such term in Section 2(a)(iii) hereof.

"Lien" or "Liens" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof, or the filing of, or any agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction, including, without limitation, the Code.

"Person" means and includes an individual, a partnership, a firm, a joint venture, a corporation, a trust, an unincorporated organization or other association or entity and a Governmental Authority.

"Requirement of Law" shall mean as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Secured Obligations" or "Obligations" shall mean collectively: (i) the principal of, and interest on the Loans and the Notes and all other amounts from time to time owing to the Banks by the Borrowers under the Credit Agreement and all other obligations, indebtedness and liabilities of the Borrowers pursuant to the terms of the Credit Agreement and the Loan Documents and any extension and renewal thereof as well as any costs, fees, charges and expenses which may be due or owing in connection therewith; (ii) all moneys hereafter loaned or advanced by the Banks to the Borrowers under the Credit Agreement or any of the Loan Documents; and (iii) without duplication of the amounts described in clauses (i) and (ii) above, all obligations, indebtedness and liabilities of the Borrowers pursuant to the terms of this Security Agreement, in each case, whether now existing or hereafter arising and whether in the regular course of business or otherwise.

**Section 2. Grant of Security Interest in Collateral.**

(a) As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Borrowers hereby pledge and grant to the Banks a first priority security interest in all of the Borrowers' right, title and interest in and to the following property now owned or at any time hereafter acquired by the Borrowers or in which the Borrowers now have or at any time in the future acquire any right, title or interest (collectively, the "Collateral"):

(i) all accounts (as defined in the Code) and General Intangibles of the Borrowers constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to the Borrowers in respect of any loans or advances or for Inventory or Equipment or other Goods sold or leased or for services rendered, all moneys due and to become due to the Borrowers under any guarantee (including a letter of credit) of the purchase price of Inventory or Equipment sold by the Borrowers, all Chattel Paper, all Deposit Accounts presently or in the future held by Borrowers at the Banks (those presently held are listed in Exhibit III hereto), all Investment Property and all tax refunds, (collectively, the "Accounts");

(ii) all instruments (as defined in the Code) including those listed in Exhibit I hereto (collectively, "Instruments");



(iii) all inventory (as defined in the Code) of the Borrowers, all goods obtained by the Borrowers in exchange for such inventory, any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto, and any such inventory as is temporarily out of the Borrowers custody or possession, including inventory held by others on consignment, inventory on the premises of others and items in transit (collectively, the "Inventory");

(iv) all equipment (as defined in the Code) whether now owned or hereafter acquired by the Borrowers, wherever located, including, without limitation, all parts thereof and additions and accessions thereto, substitutions there for and all Proceeds of its sale or disposition, including, without limitation, all payments under insurance (whether or not the Bank the loss payee thereof), or any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to the foregoing equipment, including the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof for damage to such equipment and/or the parts thereof, additions or accessions thereto (collectively, the "Equipment");

(v) all Documents (as defined in the Code) or such other receipts of the Borrowers covering, evidencing or representing Inventory or Equipment;

(vi) all rights, claims and benefits of the Borrowers against any Person arising out of, relating to or in connection with Inventory or Equipment purchased by the Borrowers, including, without limitation, any such rights, claims or benefits against any Person storing or transporting such Inventory or Equipment;


(vii) all patents, trademarks, copyrights and all intellectual property of the Borrowers; and


(viii) all Proceeds (as defined in the Code) (including Cash Proceeds), including, without limiting the generality of the above, payments, collections and proceeds from sale, exchange or other disposition of the Collateral, products and by products manufactured, in whole or in part, from the Collateral, any Equipment, Goods, Investment Property or Instruments acquired with all or part of the Proceeds.

**Section 3. Security for Obligations.** This Security Agreement and the security interest created over the Collateral described in Section 2 hereof, secures the due payment and performance of all the Obligations. Without limiting the generality of the foregoing, this Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Borrowers to the Banks, but for the fact that they are unenforceable or not allowable as a result of the existence of bankruptcy, reorganization, or similar proceedings involving the Borrowers. This Security Agreement shall be and remain as a continuing security for any additional advances and debts under the Credit

Agreement and the Loan Documents and any extension or renewal thereof and for costs, fees, charges and expenses which may be due or owing in connection therewith until all the Obligations have been fully paid, satisfied and discharged.

**Section 4. Delivery and Control of Collateral.** On the date hereof and subject to, and in compliance with, the provisions of Article 9 of the Code, the Collateral described in Section 2 hereof consisting of Instruments and any other Collateral over which a security interest is created by Delivery and Control (herein sometimes referred to as, the "Pledged Collateral") (and after the Closing Date, any Pledged Collateral acquired with Proceeds) has been delivered to, and shall be held in the possession and control of, the Banks until the payment in full of the Secured Obligations. The Pledged Collateral shall be delivered to and held in the possession and Control of the Banks for as long as any of the Obligations shall remain unpaid or unsatisfied. Regardless of whether a financing statement is filed in connection with the security interest created hereunder over the Pledged Collateral, the Banks shall have Control of the Pledged Collateral for as long as any of the Obligations shall remain unpaid or unsatisfied, such Pledged Collateral to be kept at the Banks' principal office or such other place as the Banks, in their sole discretion, may deem appropriate.

  
**Section 5. First Priority.** The Borrowers and the Banks intend the security interest granted pursuant to Section 2 of this Security Agreement to constitute a first priority perfected Lien on the Collateral until the Secured Obligations are paid in full.

  
**Section 6. No Release.** Nothing set forth in this Security Agreement shall relieve the Borrowers from the performance of any term, covenant, condition or agreement on the Borrowers' part to be performed or observed under or in respect of any of the Collateral or from any liability to any Person under or in respect of any of the Collateral or impose any obligation on the Banks to perform or observe any such term, covenant, condition or agreement on the Borrowers' part to be so performed or observed or impose any liability on the Banks for any act or omission on the part of the Borrowers relating thereto or for any breach of any representation or warranty on the part of the Borrowers contained in this Security Agreement or in respect of the Collateral or made in connection therewith.

**Section 7. Representations and Warranties.** The Borrowers hereby represent and warrant that:

(a) Title: No other Liens, Except for the Lien granted to the Banks pursuant to this Security Agreement, the Borrowers are, and as to the Collateral acquired by it from time to time after the date hereof the Borrowers will be, except as otherwise permitted by this Security Agreement or the Credit Agreement, the sole owners of each item of Collateral subject to no other Liens (other than

Permitted Liens), claims or rights of others. No security agreement, financing statement or other public notice with respect to all or any material part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Banks pursuant to this Security Agreement and in connection with Permitted Liens or as otherwise permitted under the Credit Agreement or are in the process of being cancelled as required in the Credit Agreement. As of the date hereof, all Collateral which is evidenced by Instruments or Security Certificates that is required to be delivered to the Banks pursuant to the terms hereof has been delivered to the Banks.

(b) Location of Collateral. Except for the Pledged Collateral which shall be in the Control and possession of the Banks for as long as any of the Secured Obligations remain unpaid, the Collateral is now and so long as any of the Secured Obligations shall remain unpaid and outstanding, kept at the location set forth in Exhibit II hereto.

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(c) Chief Executive Office: The Chief Executive Office or the Principal Place of Business of each of the members of the Borrowers is:

Road 156 Km 58.8

Caguas, Puerto Rico

(d) Valid and Binding Obligation. The Borrowers have full partnership and corporate power, authority and legal right to pledge and grant a security interest in the Collateral pursuant to this Security Agreement, and this Security Agreement constitutes the legal, valid and binding obligation of the Borrowers, enforceable against the Borrowers in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and by general principles of equity.

(e) Consents and Approvals. No consent of any other Person (including, without limitation, stockholders or other Person of the Borrowers) and no consent, approval, authorization or registration or declaration or filing with, any Governmental Authority or regulatory body (other than the filing of a financing statement in the Department of State of the Commonwealth of Puerto Rico) is required to be obtained, effected or given in connection with either: (i) the pledge of, and grant of a security interest in, the Collateral by the Borrower pursuant to this Security Agreement or for the execution, delivery or performance of this Security Agreement or any of the other security documents executed and delivered by the Borrower pursuant to the Credit Agreement; or (ii) for the exercise

by the Banks of the rights provided for in this Security Agreement or the remedies in respect of the Collateral pursuant to this Security Agreement.

(f) Other Representations and Warranties. The Borrowers hereby make to the Banks each of the representations and warranties made by it in the Credit Agreement and the Loan Documents as if made on and as of the date hereof, all of which shall be incorporated hereto by reference as if set forth in full herein.

**Section 8. Covenants** The Borrowers covenant and agree with the Banks that until the Secured Obligations are paid in full:

(a) Further Documentation: Pledge of Instruments. At any time and from time to time, upon the written request of the Banks, and at the sole expense of the Borrowers, the Borrowers will promptly and duly execute and deliver such further instruments and documents and take such further action as the Banks may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code or under the Uniform Commercial Code in effect in any applicable jurisdiction, with respect to the Liens created hereby. The Borrowers hereby authorize the Banks to file any such financing or continuation statements without the signature of the Borrowers to the extent permitted by applicable law. Notwithstanding the foregoing, the Banks' right to obtain further instruments and documents from the Borrowers shall not release the Borrowers from their obligations hereunder to make filings of financing and continuation statements under the Code or as applicable Uniform Commercial Code in appropriate jurisdictions.

(b) Maintenance of Records. The Borrowers will keep and maintain at their own cost and expense satisfactory and complete records in respect of the Collateral. The Borrowers will mark its books and records pertaining to the Collateral to evidence this Security Agreement and the security interests granted hereby. The Borrowers shall permit access to any such books and records to the Banks or to their representatives during normal business hours at the reasonable request of the Banks.

(c) Right of Inspection. The Borrowers will at any reasonable time and from time to time upon reasonable notice, permit the Banks or any agents or representative thereof, to examine and make copies of and abstracts from the records and books of account of the Borrowers in connection with the Collateral and their business operations, and to discuss the affairs, finances and accounts of the Borrowers with any of their officers and directors. The Banks and their representatives, upon reasonable notice to the Borrowers, shall at all times also have the right to enter into and upon any premises where any of the Equipment is

located for the purpose of inspecting the same, observing its use or otherwise protecting its interest therein. The Banks will maintain the confidentiality of any such abstracts, copies and reports.

(d) Compliance with Terms of Contracts, etc. To the extent applicable, the Borrowers will perform and comply in all material respects with all their Contractual Obligations relating to the Collateral.

(e) Compliance with Laws, etc. The Borrowers will comply in all material respects with all Requirements of Law applicable to the Collateral or any part thereof or to the operation of the Borrowers' business except when the failure to comply would not result in a Material Adverse Effect: provided, however, that the Borrowers may contest any Requirement of Law in any reasonable manner which shall not adversely affect the Banks' rights or the priority of its Lien on the Collateral.

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(f) Payment of Obligations. Subject to the terms of the Credit Agreement, the Borrowers will pay promptly when due all Charges imposed upon the Collateral, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such Charges need be paid if: (i) the validity thereof is being contested in good faith by appropriate proceedings; (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein; and (iii) such charge is adequately reserved against on the Borrowers' books in accordance with GAAP.

(g) Limitation on Liens on Collateral. The Borrowers will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Lien created hereby, and Permitted Liens, and will defend the right, title and interest of the Banks in and to any of the Collateral against the claims and demands of all Persons whomsoever. Except as otherwise permitted under the Credit Agreement, the Borrowers will take no action which would or, in the reasonable judgment of the Banks would, adversely affect the existence, enforceability, priority or perfection of the Lien of the security interest in any of the Collateral granted hereunder. To the extent any security interest granted hereunder in any property constituting a part of the Collateral either: (i) does not constitute a perfected first priority Lien on the date hereof (but is intended to constitute a perfected first priority Lien pursuant to the terms hereof); or (ii) ceases without consent of the Banks to constitute a perfected first priority Lien after the date hereof, the Borrowers shall make all filings and record such instruments as may be reasonably requested by the Banks to restore the priority and perfection of such Lien. The right of the Banks to require any such filing shall not be deemed

to impose upon the Banks any duty or obligation to ascertain whether any circumstances exist which require such filings or recordations.

(h) Limitations on Dispositions of Collateral. Except in accordance with the terms of the Credit Agreement or the sale of Inventory in the ordinary course of business, the Borrowers will not sell, transfer, lease or otherwise dispose of any of the Collateral, or in any other way attempt, offer or contract to do so.

(i) Maintenance of Inventory.

(i) The Borrowers shall keep the Inventory (other than Inventory sold in the ordinary course of business) at the location specified in Exhibit II hereto.

(ii) The Borrowers shall cause the Inventory to be maintained and preserved in the same condition, repair, and working order as when new, ordinary wear and tear excepted.

(j) Maintenance of Equipment. Subject to Section 8.05 of the Credit Agreement, the Borrowers will maintain the Collateral in good operating condition, ordinary wear and tear, and immaterial impairments of value, and damage by the elements excepted, and will provide all maintenance, service and repairs necessary for such purpose: provided, that if any part(s) of the Collateral are exchanged or replaced by the Borrowers for other parts, such other parts shall become subject to the terms of this Security Agreement for all purposes as fully as though originally described herein as part of the Collateral.

(k) Further Identification of Collateral. The Borrowers will furnish to the Banks from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Bank may reasonably request, all in reasonable detail.

(l) Notices. The Borrowers will advise the Banks promptly, in reasonable detail, at its address set forth above: (i) of any Lien (other than the Lien created hereby and Permitted Liens) on, or material claim asserted against, any of the Collateral; and (ii) of the occurrence of any other event which could reasonably be expected to have a Material Adverse Effect on the aggregate value of the Collateral or on the Liens created hereunder.

(m) Location of Collateral. The Borrowers shall not maintain any Collateral or any records related to the Collateral at any location other than that set forth in Exhibit II hereof, except after delivery to the Banks of such financing

statements and other documents as may be reasonably required by the Banks to maintain its security interest in the Collateral.

(n) Other Financing Statements and Liens. Except as otherwise permitted under the Credit Agreement, without the prior written consent of the Banks, the Borrowers shall not file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to the Collateral in which the Banks are not named as the sole secured party.

**Section 9. The Banks' Appointment as Attorney-in-Fact.**

(a) Powers. The Borrowers hereby irrevocably constitute and appoint the Banks and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrowers and in the name of the Borrowers or in their own name, from time to time in the Banks' discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, the Borrowers hereby give the Agent the power and right to the extent permitted by law. On behalf of the Borrowers, without notice to or assent by the Borrowers, to do the following:

(i) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefore and the costs thereof, and

(ii) upon the occurrence and during the continuance of any Event of Default: (a) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Banks or as the Banks shall direct; (b) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (c) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against the Borrowers, assignments, verifications, notices and other documents in connection with any of the Collateral; (d) to commence and prosecute and suits, actions or proceedings at law or in equity in any court of competent jurisdiction to foreclose the Collateral and to enforce any other right in respect of any Collateral; (e) to defend any suit, action or proceeding brought against the Borrowers with respect to any Collateral; (f) to settle, compromise or adjust any suit, action or proceeding described in clause; (g) above and, in connection therewith, to give such discharges or releases as the

Banks may deem appropriate; and (g) to the extent permitted by law, generally, to sell, pledge, transfer, and make any agreements with respect to, or otherwise deal with, any of the Collateral as though the Banks were the absolute owner thereof for all purposes, and to do, at the Banks option and the Borrowers expense, at any time, or from time to time, all acts and things which the Banks deem necessary to protect, present or realize upon the Collateral and the Banks Liens thereon and to effect the intent of this Security Agreement. Subject to the provisions of subsection (c) below, the Borrowers hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. The Borrowers also authorize the Banks, upon the occurrence and during the continuance of an Event of Default, to execute, in connection with the sale provided for in Section 13 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on the Banks' Part. The powers conferred on the Banks hereunder are solely to protect the Banks' interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Banks shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Borrowers for any act or failure to act hereunder, except for its own negligence or willful misconduct.

**Section 10. Place of Perfection; Records; Collection of Accounts.**

Except as otherwise provided in this Section, the Borrowers shall continue to collect, at their own expense, all amounts due or to become due the Borrowers under the Accounts. In connection with such collections, the Borrowers may take (and, at the Banks' discretion, shall take) such action as the Borrowers or the Banks may deem reasonably necessary or advisable to enforce collection of the Accounts; provided, however, that the Banks shall have the right upon the occurrence and during the continuance of an Event of Default and upon written notice to the Borrowers of their intention to do so, to notify the account of the Borrowers or obligors under any Account of the assignment of such Account to the Banks and to direct such account the Borrowers or obligors to make payment of all amounts due or to become due to the Borrowers thereunder directly to the Banks and, upon such notification and at the expense of the Borrowers, to enforce collection of any such Accounts, and to adjust, settle, or compromise the amount or payment thereof, in the same manner and to the same extent as the Borrowers might have done. After receipt by the Borrowers of the notice from the Banks referred to in the preceding sentence; (a) all amounts and proceeds (including instruments) received by the Borrowers in respect of the Accounts shall be received



in trust for the benefit of the Banks hereunder and shall be deposited in the Collateral Account in the same form as so received (with any necessary endorsement); and (b) the Borrowers shall not adjust, settle, or compromise the amount or payment of any Accounts, release wholly or partly any account the Borrowers thereof, or allow any credit or discount thereon.

**Section 11. Performance by the Banks of the Borrowers' Obligations.** If The Borrowers fail to perform or comply with any of its agreements contained herein and the Banks, as provided for by the terms of this Security Agreement, shall themselves perform or comply, or otherwise cause performance or compliance, with such agreement, the actual, reasonable expenses incurred by the Banks incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to the Default Rate payable under the Credit Agreement, shall be payable by the Borrowers to the Banks on demand and shall constitute Secured Obligations.

**Section 12. Events of Default.** (i) The occurrence of any of the following shall constitute an "Event of Default" hereunder:

(a) The Borrowers shall fail to perform or observe any term, covenant or agreement contained herein;

(b) any representation or warranty made by the Borrowers herein, or any statement or representation made in any certificate, report or opinion delivered in connection herewith, shall prove to have been false or misleading in any material respect when made; or

(c) the occurrence of any "Event of Default" as described in the Credit Agreement or any of the Loan Documents.

**Section 13. Remedies, Rights Upon Default.**

(a) Upon the occurrence and during the continuance of an Event of Default:

(i) The Banks shall have and may exercise with respect to the Collateral and the Obligations any or all of the rights and remedies of a secured party under the Code, and as otherwise granted herein or under any other applicable law, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, or otherwise utilize the Collateral and any part or parts thereof in any manner authorized or permitted under said Code after default by the Borrowers, and to apply the proceeds thereof in the order set forth in Section 17 hereof. Specifically and without limiting the foregoing, to the extent permitted by law, the Banks shall have the right to take possession

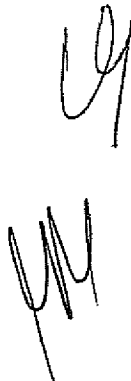
of all or any part of the Collateral or any security therefor and of all books, records, papers and documents of the Borrowers or in the Borrowers' possession or control relating to the Collateral which are not already in the Banks' possession, and for such purpose may in the name of the Borrowers deal directly with any entity maintaining such Collateral, books, records, papers, and documents for the purpose of obtaining possession thereof. To the extent permitted by law and further subject to the provisions of subsection (iv) below, the Borrowers expressly waive any notice of sale or other disposition of the Collateral and all other rights or remedies of the Borrowers or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of the Banks existing after an Event of Default hereunder.

(ii) Upon notice by the Banks to the Borrowers, the Banks or their nominee or nominees shall have the sole and exclusive right to exercise all voting and consensual powers pertaining to the Collateral or any part thereof and may exercise such powers in such manner as the Banks may elect.

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(iii) In accordance with this Section, the Banks may exercise, in addition to all other rights and remedies granted in this Security Agreement, and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the Code in connection therewith, Without limiting the generality of the foregoing, the Borrowers expressly agree that in any such event the Banks may, to the extent permitted by law, without demand or performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Borrowers or any other Person, all and each of which demands, advertisements and/or notices are (to the extent permitted by applicable law) hereby expressly waived, forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell to otherwise dispose of and deliver the Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of the Banks' offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Banks may deem commercially reasonable, irrespective of the impact of any such sales on the market price of the Collateral, all in accordance with the provisions of Section 9-609 and 9-610 of the Code. Subject to the provisions of Section 9-609 and 9-610 of the Code, and the Borrowers not satisfying or curing the Event of Default, the Banks may proceed to sell, transfer and/or dispose of the Collateral as it may deem pertinent or convenient at its discretion, in either private or public sale (subject to the provisions of subsection (iv) hereof), in whole or in part from time to time. The Banks shall have the right on any such public sale or sales, to the extent permitted by law, to purchase the whole or any part of said Collateral so sold and shall be entitled, for the purpose of bidding and

making settlement or payment of the purchase price of all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations owed to the Banks at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of the Borrowers, except for any right or redemption as may be available by applicable law. The Borrowers further agree, at the Banks' prior written request, to assemble the Collateral and make it available to the Agent at places that the Banks reasonably select, whether at the Borrowers' premises or elsewhere.



(iv) To the extent permitted by applicable law, the Borrowers waive all claims, damages and demands against the Banks arising out of the repossession, retention or sale of the Collateral, unless resulting from the Banks' negligence, bad faith or willful misconduct. The Borrowers agree that the Banks need not give more than ten (10) days' notice (which notice shall be deemed given when mailed) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. No notification need be given to the Borrowers if they have signed, after default, a statement waiving or modifying any right to notification of sale or other intended disposition. The Banks shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Banks may adjourn any public or private sale from time to time by announcement at the time and place fixed therefore, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Borrowers shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral applied to the Secured Obligations pursuant to the Credit Agreement are insufficient to indefeasibly pay in full all Secured Obligations and amounts to which the Banks are entitled, The Borrowers also being liable for the reasonable fees of any attorneys employed by the Banks to collect such deficiency.

(v) All dividends, payments of interest and other distributions of every character made upon or in respect of the Collateral or any part thereof shall be deemed to be Collateral and shall be paid directly to and shall be held by the Banks as additional Collateral pledged under and subject to this Security Agreement.

(vi) All rights to marshalling of assets of the Borrowers, including any such right with respect to the Collateral, are hereby waived by the Borrowers.

(vii) All recitals in any instrument of assignment or any other instrument executed by the Banks incident to sale, lease, transfer, assignment or other disposition, lease or utilization of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein and no other proof shall be requisite to establish full legal propriety of the sale or other action taken by the Banks or of

any fact, condition or thing incident thereto and all prerequisites of such sale or other action or of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

**Section 14. Limitation on Banks' Duties in Respect of Collateral.** The Banks sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it in the same manner as the Banks deal with similar property for their own account. Except as required by applicable law, neither the Banks nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so nor shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Borrowers or otherwise.

**Section 15. Perfection.** Prior to or concurrently with the execution and delivery of this Security Agreement, the Borrowers shall execute such financing statements and other documents in such offices as the Banks may reasonably request, and the Banks shall file such financing statements, to perfect the security interests granted by Section 2 of this Security Agreement and deliver to the Banks the Instruments listed in Exhibit I constituting part of the Collateral hereunder.

**Section 16. Application of Proceeds by the Banks.** In the event the Banks sells or otherwise disposes of the Collateral in the course of exercising the remedies provided for in Section 13 hereof, any amounts held, realized or received by the Banks pursuant to the provisions hereof, including the proceeds of the sale of any of the Collateral or any part thereof, shall be applied by the Banks first toward the payment of the reasonable costs and expenses incurred by the Banks in enforcing this Security Agreement, in realizing on or protecting any Collateral and in enforcing or collecting any Obligations or any guaranty thereof, including, without limitation, the actual reasonable attorney's fees and expenses incurred by the Banks (all of which reasonable costs and expenses are secured by the Collateral), all of which reasonable costs and expenses the Borrowers agree to pay, and the balance shall be immediately applied to the payment of the Loans (principal and interest). Any amounts and any Collateral remaining after such application and after full payment to the Banks of all of the Obligations shall be paid or delivered to the Borrowers, its successor or assigns, or as a court of competent jurisdiction may direct.

**Section 17. Notices.** Any communication, notice or demand to be given hereunder shall be duly given if delivered or mailed by certified or registered mail if to the Borrowers or the Banks at their respective address set forth in the Credit Agreement, or such other address as shall be designated by any party hereto to each other party hereto in a written notice delivered in accordance with the terms hereof.

**Section 18. Indemnity and Expenses.** The Borrowers agree to indemnify, defend and hold the Banks harmless from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement (including, without limitation, enforcement of the Credit Agreement or this Security Agreement and all claims and demands of all persons at any time claiming the Collateral or any interest therein), except claims, losses or liabilities resulting from the Banks' negligence or willful misconduct. The Borrowers agree to pay on demand all reasonable out-of-pocket expenses (including the reasonable fees and expenses of the Banks' counsel, experts and agents) relating to the enforcement or protection of the rights of the Banks hereunder and further agrees that the Collateral secures such payment.

**Section 19. No Waiver; Cumulative Rights.** No failure on the part of the Banks to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Bank of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby granted to the Banks or allowed it by law or other agreement shall be cumulative and not exclusive the one of any other, and may be exercised by the Bank from time to time.

**Section 20. Submission to Jurisdiction and Venue; Waiver of Jury Trial.**

(a) The Borrowers irrevocably: (i) agree that any suit, action or other legal proceeding arising out of or relating to this Security Agreement or such other documents which may be delivered in connection with this Security Agreement may be brought in the Superior Court of First Instance In San Juan, Puerto Rico; (ii) consents to the jurisdiction of said court in any such suit, action or proceeding; and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in said court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

(b) The Borrowers and the Banks hereby knowingly, voluntarily and intentionally waive any right to trial by jury in any action or proceeding which in any manner arises out of or in connection with or is in any way related to this Security Agreement or any of the transactions contemplated herein.

**Section 21. Execution in Counterparts.** This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

**Section 22. Expenses.** The Borrowers agree to pay, without duplication, to the Banks, from time to time upon demand, all reasonable fees, costs and expenses of the Banks (including, without limitation, the reasonable expenses, fees and disbursements of its counsel, experts and agents) incurred by the Banks

or arising in connection with: (a) the preparation, execution, delivery, administration- modification, amendment or termination of this Security Agreement or the enforcement of any of the provisions hereof: (b) the custody or preservation and protection of, or the sale of, collection from, or other realization upon, any of the Collateral: (c) the preservation, protection, defense, exercise or enforcement of any of the rights of the Banks hereunder and in and to the Collateral; or (d) the failure by the Borrowers to perform or observe any of the provisions hereof. When the Banks incur expenses or render services after an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any Bankruptcy Law.

**Section 23. Obligations Absolute.** To the extent permitted by law, all obligations of the hereunder shall be absolute and unconditional irrespective of:

a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Borrowers;

(b) any lack of validity or enforceability of the Credit Agreement or any other Agreement or instrument relating thereto;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement or any other agreement or instrument relating thereto;

(d) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations;

(e) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect of the Credit Agreement except as specifically set forth in a waiver granted pursuant to the provisions of this Security Agreement; or

(f) any other circumstances except payment which might otherwise constitute a defense available to, or a discharge of, the Borrowers.

**Section 24. Continuing Security Interest; Transfer of Secured Obligations.** This Security Agreement shall create a continuing security interest in the Collateral and shall: (i) remain in full force and effect until the later of the termination of the Commitments and the payment of all the Secured Obligations (at which time the Agent will, at the Borrowers' expense, take all acts necessary or appropriate to return all Collateral or the Borrowers and extinguish the security interests granted hereunder, including, without limitation, the execution and filing of any necessary Code termination statements); (ii) be binding upon the Borrowers, and its successors and assigns; and (iii) inure, together with the rights and remedies of the

Banks hereunder, to the benefit of the Banks and each of their respective successors, transferees and assigns: no other Persons (including, without limitation, any other creditor of the Borrowers) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (iii), the Banks may assign or otherwise transfer any indebtedness held by it secured by this Security Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such party herein or otherwise. Neither this Security Agreement nor any interest herein or in the Collateral, or any part thereof, except as otherwise permitted herein, may be assigned by the Borrowers: provided, however, that this Security Agreement may be assumed by any other Person pursuant to and in compliance with the Credit Agreement if such Person executes and delivers an amendment hereto whereby it expressly assumes all obligations of the Borrowers hereunder as if it were an original party hereto and if all covenants herein with respect to any change in name or location or otherwise has been complied with in connection therewith.

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**Section 25. Powers Coupled with an Interest.** All authorizations and agencies herein contained with respect to the Collateral are irrevocable and are powers coupled with an interest.

*PM*  
**Section 26. Severability.** Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Section 27. Paragraph Headings.** The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.


**Section 28. Waivers and Amendments; Successors and Assigns; Governing Law.** None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Borrowers and the Banks in accordance with the Credit Agreement. This Security Agreement shall be binding upon the successors and assigns of the Borrowers and shall inure to the benefit of the Banks and their successors and assigns. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Pledge and Security Agreement to be duly executed and delivered as of the date first above written.


**Agent**  
**FirstBank Puerto Rico**

By:   
Name: Gesha Rodriguez  
Title: Vice President

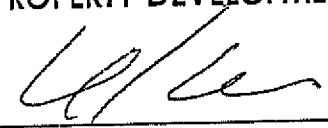
**Borrowers**  
**G.A. INVESTORS, S.E.**

By:   
Name: Carlos Galliano Artime  
Title: Authorized Representative

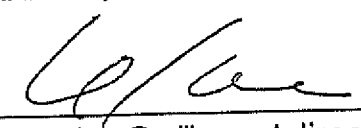
**KOMODIDAD DISTRIBUTORS, INC.**

By:   
Name: Carlos Galliano Artime  
Title: Authorized Representative


**G.A. PROPERTY DEVELOPMENT CORP.**

By:   
Name: Carlos Galliano Artime  
Title: Authorized Representative

**GAMAXPORT, INC.**

By:   
Name: Carlos Galliano Artime  
Title: Authorized Representative

**G.A. DESIGN & SOURCING CORP.**

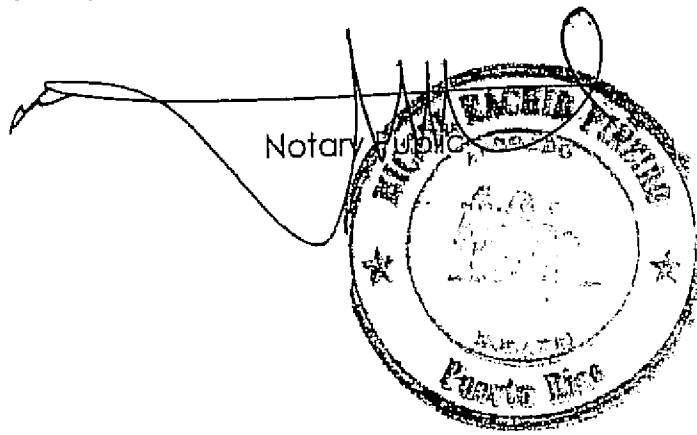
By:   
Name: Carlos Galliano Artime  
Title: Authorized Representative

[affidavit on reverse side]



Affidavit No.: 18,246

Acknowledged and subscribed before me in San Juan, Puerto Rico, on this 27<sup>th</sup> day of February, 2014 by the following persons who are personally known to me: Carlos Galliano Artime, of legal age, married, executive and resident of Caguas, Puerto Rico, as Authorized Representative of G.A. Investors, S.E., Komodidad Distributors, Inc., G.A. Property Development Corp., Gamaxport, Inc. and G.A. Design & Sourcing Corp.; and by Gesha Rodríguez, of legal age, single, banker and resident of San Juan, Puerto Rico, as Vice President of FirstBank Puerto Rico, the Agent.



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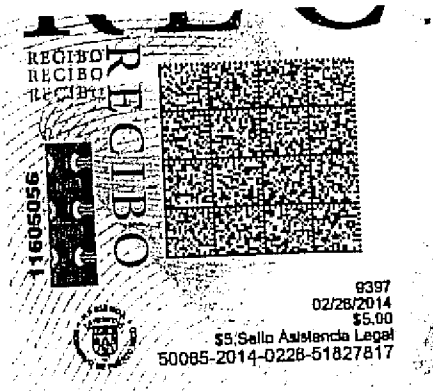
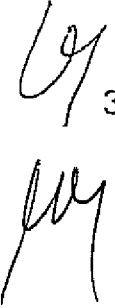


EXHIBIT I  
INSTRUMENTS

MORTGAGE NOTES AND MORTGAGES:

G.A. INVESTORS, S.E.

1. Mortgage Note in the principal amount of \$1,070,000.00 payable to the order of Bearer, on demand, subscribed under affidavit number 35,117, dated June 28, 2002 before Notary Public Ernesto A. Meléndez Pérez and secured by a mortgage constituted by Deed Number 118, of the same date before the same Notary Public; the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 27 dated September 1, 2010 before Notary Public Michel Rachid Piñeiro, encumbering property number 5,107 (Bayamón)
2. Mortgage Note, in the principal amount of \$1,170,000.00 payable to the order of Banco Central Hispano-Puerto Rico, or order, on demand, subscribed under affidavit number 11,571, dated March 10, 1995 before Notary Public Tomás Correa Acevedo and secured by a mortgage constituted by Deed Number 30, of the same date before the same Notary Public, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 26 dated September 1, 2010 before Notary Public Michel Rachid Piñeiro, encumbering property number 5,107 (Bayamón)
3.  Mortgage Note in the principal amount of \$100,000.00 payable to the order of Bearer, on demand, subscribed under affidavit number 262, dated May 5, 1997 before Notary Public Carlos P. Santiago Sarkis and secured by a mortgage constituted by Deed Number 1, of the same date before the same Notary Public, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 28 dated September 1, 2010 before Notary Public Michel Rachid Piñeiro, encumbering property number 5,107 (Bayamón)
4. Mortgage Note in the principal amount of \$1,600,000.00 payable to the order of Bearer, on demand, subscribed under affidavit number 33,201, dated August 31, 2000 before Notary Public Ernesto A. Meléndez Pérez and secured by a mortgage constituted by Deed Number 135, of the same date before the same Notary Public, encumbering property number 14,293, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 9 dated February 27, 2014 before Notary Public Michel Rachid Piñeiro. (Ponce)

5. Mortgage Note in the principal amount of \$500,000.00 payable to the order of Bearer , on demand, subscribed under affidavit number 35,118, dated June 28, 2002 before Notary Public Ernesto A. Meléndez Pérez and secured by a mortgage constituted by Deed Number 119, of the same date before the same Notary Public, encumbering property number 14,293 (Ponce)
6. Mortgage Note in the principal amount of \$710,000.00 payable to the order of Bearer, on demand, subscribed under affidavit number 12,776, dated July 2, 2003 before Notary Public Teresa Jiménez Meléndez and secured by a mortgage constituted by Deed Number 128, of the same date before the same Notary Public, encumbering property number 14,923 (Ponce)
7. Mortgage Note in the principal amount of \$700,000.00 payable to the order of Bearer, on demand, subscribed under affidavit number 12,777, dated July 2, 2003 before Notary Public Teresa Jiménez Meléndez and secured by a mortgage constituted by Deed Number 129, of the same date before the same Notary Public, encumbering property number 14,923 (Ponce)
8. Mortgage Note in the principal amount of \$3,000,000.00 payable to the order of Bearer, on demand, subscribed under affidavit number 36,590, dated May 5, 2004 before Notary Public Ernesto A. Meléndez Pérez and secured by a mortgage constituted by Deed Number 56, of the same date before the same Notary Public, encumbering property number 14,923 (Ponce)
9. Mortgage Note in the principal amount of \$3,340,000.00 payable to the order of Bearer, on demand, subscribed under affidavit number 2,969, dated September 6, 2005 before Notary Public José J. Ledesma and secured by a mortgage constituted by Deed Number 75, of the same date before the same Notary Public, encumbering property number 14,923 (Ponce)
10. Mortgage Note in the principal amount of \$3,150,000.00 payable to the order of Banco Central Hispano Puerto Rico, on demand, subscribed under affidavit number 10702, dated December 19, 1995 before Notary Public Herman Cestero Rodríguez and secured by a mortgage constituted by Deed Number 51, of the same date before the same Notary Public, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 67 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez, encumbering property number 54,201 (Caguas)
11. Two (2) Mortgage Notes, each in the principal amount of \$1,134,000.00 payable to the order of Banco Popular de Puerto Rico, on demand, subscribed under affidavits numbers 1473 and 1475, dated June 28, 2002 before Notary Public Jorge Covas Mendoza and secured by a mortgage constituted by Deed Number 26, of the same date before the same Notary Public, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 67 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez, encumbering property number 54,201 (Caguas)

12. Mortgage Note in the principal amount of \$1,900,000.00 payable to the bearer, on demand, subscribed under affidavit number 804, dated September 30, 2008 before Notary Public Tamara Pagán Ortega and secured by a mortgage constituted by Deed Number 10, dated September 12, 2006 before the same Notary Public, as amended by Deed Number 30, dated September 30, 2008 before the same Notary Public, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 67 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez, encumbering property number 54,201 (Caguas)
13. Mortgage Note in the principal amount of \$2,522,000.00 payable to the bearer, on demand, subscribed under affidavit number 590, dated November 7, 2007 before Notary Public Tamara Pagán Ortega and secured by a mortgage constituted by Deed Number 70 of the same date before the same Notary Public, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 67 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez, encumbering property number 54,201 (Caguas)
14. Two (2) Mortgage Notes, each in the principal amount of \$3,800,000.00 payable to the bearer, on demand, subscribed under affidavits numbers 12176 and 12177, dated September 30, 2008 before Notary Public Herman Cestero Rodríguez and secured by a mortgage constituted by Deed Number 64, of the same date before the same Notary Public, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 67 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez, encumbering property number 54,201. (Caguas)
15. Mortgage Note in the principal amount of \$900,000.00 payable to the bearer, on demand, subscribed under affidavit number 748, dated June 25, 2008 before Notary Public Tamara Pagán Ortega and secured by a mortgage constituted by Deed Number 23 of the same date before the same Notary Public, encumbering property number 22,114 which is liable for \$531,000 and property number 2030 which is liable for \$369,000. (Caguas)
16. Mortgage Note in the principal amount of \$110,000.00 payable to the bearer, on demand, subscribed under affidavit number 12,178 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez and secured by a mortgage constituted by Deed Number 65 of the same date before the same Notary Public, encumbering property number 1440. (Caguas)
17. Mortgage Note in the principal amount of \$136,000.00 payable to the bearer, on demand, subscribed under affidavit number 12,179 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez and secured by a mortgage constituted by Deed Number 66 of the same date before the same Notary Public, encumbering property number 20,860. (Caguas)

18. Mortgage Note in the principal amount of \$1,100,000 payable to FirstBank Puerto Rico, on demand, subscribed under affidavit number 17,686 dated September 1, 2010 before Notary Public Michel Rachid Piñeiro and secured by a mortgage constituted by Deed Number 25 of the same date before the same Notary Public, encumbering property number 54,201. (Caguas)
19. Mortgage Note in the principal amount of \$200,000 payable to the bearer, on demand, subscribed under affidavit number 23 dated August 22, 1996 before Notary Public Ernesto G. López Soltero and secured by a mortgage constituted by Deed Number 4 of the same date before the same Notary Public, encumbering property number 7,942 (previously 7,784), the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 11 dated February 27, 2014 before Notary Public Michel Rachid Piñeiro. (San Juan)
20. Mortgage Note in the principal amount of \$250,000 payable to the bearer, on demand, subscribed under affidavit number 23 dated August 22, 1996 before Notary Public Ernesto G. López Soltero and secured by a mortgage constituted by Deed Number 5 of the same date before the same Notary Public, encumbering property number 7,942 (previously 7,784), the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 12 dated February 27, 2014 before Notary Public Michel Rachid Piñeiro. (San Juan)
21. Mortgage Note in the principal amount of \$250,000 payable to the bearer, on demand, subscribed under affidavit number 24 dated August 22, 1996 before Notary Public Ernesto G. López Soltero and secured by a mortgage constituted by Deed Number 6 of the same date before the same Notary Public, encumbering property number 7,942 (previously 7,784), the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number      dated February 27, 2014 before Notary Public Michel Rachid Piñeiro. (San Juan)
22. Mortgage Note in the principal amount of \$275,000 payable to Banco Popular de Puerto Rico, on demand, subscribed under affidavit number 1,474 dated June 28, 2002 before Notary Public Jorge Covas Mendoza and secured by a mortgage constituted by Deed Number 27 of the same date before the same Notary Public, encumbering property number 7,942 (previously 7,784). (San Juan)
23. Mortgage Note in the principal amount of \$2,720,000 payable to the bearer, on demand, subscribed under affidavit number 589 dated November 7, 2007 before Notary Public Tamara Pagán Ortega and secured by a mortgage constituted by Deed Number 69 of the same date before the same Notary Public, encumbering property number 7,942 (previously 7,784) which is liable for \$1,493,466; property number 7,941 which is liable for \$782,460 (San Juan), and property number 5092 which is liable for \$444,074.

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24. Mortgage Note in the principal amount of \$1,020,000 payable to Banco Popular de Puerto Rico, on demand, subscribed under affidavit number 160 dated June 30, 1997 before Notary Public Jorge Covas Mendoza and secured by a mortgage constituted by Deed Number 7 of the same date before the same Notary Public, encumbering property number 7,941, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 10 dated February 27, 2014 before Notary Public Michel Rachid Piñeiro. (San Juan)
25. Mortgage Note in the principal amount of \$255,000 payable to Banco Popular de Puerto Rico, on demand, subscribed under affidavit number 1472 dated June 28, 2002 before Notary Public Jorge Covas Mendoza and secured by a mortgage constituted by Deed Number 25 of the same date before the same Notary Public, encumbering property number 7,941. (San Juan)
26. Mortgage Note in the principal amount of \$456,000 payable to Banco Central Hispano-Puerto Rico, on demand, subscribed under affidavit number 11,580 dated March 10, 1995 before Notary Public Tomás Correa Acevedo and secured by a mortgage constituted by Deed Number 31 of the same date before the same Notary Public, encumbering property number 39,478, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 13 dated February 27, 2014 before Notary Public Michel Rachid Piñeiro (Carolina)
27. Mortgage Note in the principal amount of \$600,000.00 payable to the bearer, on demand, subscribed under affidavit number 803, dated September 30, 2008 before Notary Public Tamara Pagán Ortega and secured by a mortgage constituted by Deed Number 10, dated September 12, 2006 before the same Notary Public, as amended by Deed Number 30, dated September 30, 2008 before the same Notary Public, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 67 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez, encumbering property number 39,478(Carolina)
28. Mortgage Note in the principal amount of \$204,667 payable to the bearer, on demand, subscribed under affidavit number 922, dated January 20, 2009 before Notary Public Tamara Pagán Ortega and secured by a mortgage constituted by Deed Number 2 dated January 20, 2009 before the same Notary Public, encumbering property number 39,478(Carolina)
29. Mortgage Note in the principal amount of \$200,000 payable to Banco Popular de Puerto Rico, on demand, subscribed under affidavit number 1476, dated June 28, 2002 before Notary Public Jorge Covas Mendoza and secured by a mortgage constituted by Deed Number 28 dated June 28, 2002 before the same Notary Public, encumbering property number 5,092 (previously 3,876)(San Juan)

G.A. PROPERTY DEVELOPMENT

1. Mortgage Note in the principal amount of \$4,600,000 payable to the bearer, on demand, subscribed under affidavit number 3,106 dated March 14, 2006 before Notary Public José J. Ledesma and secured by a mortgage constituted by Deed Number 4 of the same date before the same Notary Public, encumbering property number 3,202. (Naranjito)

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EXHIBIT II

G.A. Investors, S.E.

- 1- GATSBY BAYAMON  
Road #2 Km 11.9  
Bayamon, PR 00957
- 2- GATSBY PLAZA  
Ave. Jose Mercado  
Cruce con Calle Ruiz Belvis  
Caguas, PR 00727
- 3- GATSBY CAROLINA  
65 Infanteria Ave  
Ext. El Comandante  
Carolina, PR 00958
- 69 4- GATSBY PONCE  
1042 Hostos Ave Corner Road #2  
Ponce, PR 00716
- MM 5- GATSBY SAN JUAN  
1248 Roosevelt Ave  
Hato Rey, PR 00920

G.A. Property Development Corp

- 1- GATSBY NARANJITO  
Road #152 Km 14.6  
Bo Cedro Abajo  
Naranjito, PR 00719



Exhibit III

Deposit Account presently held by Borrowers at FirstBank Puerto Rico:

Komodidad Distributors, Inc.	#2805001133 (Marginal)
G.A. Design & Sourcing Corp.	#2805001155 (Marginal)
Komodidad Distributors, Inc.	#2805001122 (Debt Service Reserve)


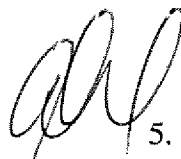
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**EXHIBIT I  
INTRUMENTS**

**MORTGAGE NOTES AND MORTGAGES:**

**G.A. INVESTORS, S.E.**

1. Mortgage Note in the principal amount of \$1,070,000.00 payable to the order of Bearer, on demand, subscribed under affidavit number 35,117 dated June 28, 2002 before Notary Public Ernesto A. Meléndez Pérez and secured by a mortgage constituted by Deed Number 118, of the same date before the same Notary Public; the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 27 dated September 1, 2010 before Notary Public Michel Rachid Piñeiro, encumbering property number 5,107 (Bayamón).
2. Mortgage Note in the principal amount of \$1,170,000.00 payable to the order of Banco Central Hispano-Puerto Rico, or to its order, on demand, subscribed under affidavit number 11,571 dated March 10, 1995 before Notary Public Tomás Correa Acevedo and secured by a mortgage constituted by Deed Number 30, of the same date before the same Notary Public, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 26 dated September 1, 2010 before Notary Public Michel Rachid Piñeiro, encumbering property number 5,107. (Bayamón)
3. Mortgage Note in the principal amount of \$100,000.00 payable to the order of Bearer, on demand, subscribed under affidavit number 262 dated May 5, 1997 before Notary Public Carlos P. Santiago Sands and secured by a mortgage constituted by Deed Number 1, of the same date before the same Notary Public, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 28 dated September 1, 2010 before Notary Public Michel Rachid Piñeiro, encumbering property number 5,107. (Bayamón)
-  4. Mortgage Note in the principal amount of \$1,600,000.00 payable to the order of Bearer, on demand, subscribed under affidavit number 33,201 dated August 31, 2000 before Notary Public Ernesto A. Meléndez Pérez and secured by a mortgage constituted by Deed Number 135, of the same date before the same Notary Public, encumbering property number 14,293, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 9 dated February 27, 2014 before Notary Public Michel Rachid Piñeiro. (Ponce)
-  5. Mortgage Note in the principal amount of \$500,000.00 payable to the order of Bearer, on demand, subscribed under affidavit number 35,118 dated June 28, 2002 before Notary Public Ernesto A. Meléndez Perez and secured by a mortgage constituted by Deed Number 119, of the same date before the same Notary Public, encumbering property number 14,293. (Ponce)
6. Mortgage Note in the principal amount of \$710,000.00 payable to the order of Bearer, on demand, subscribed und affidavit number 12,776 dated July 2, 2003 before Notary Public Teresa Jiménez Meléndez and secured by a mortgage constituted by Deed Number 128, of the same date before the same Notary Public, encumbering property number 14,923.

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(Ponce)

7. Mortgage Note in the principal amount of \$700,000.00 payable to the order of Bearer, on demand, subscribed under affidavit number 12,777 dated July 2, 2003 before Notary Public Teresa Jiménez Meléndez and secured by a mortgage constituted by Deed Number 129, of the same date before the same Notary Public, encumbering property number 14,923. (Ponce)
8. Mortgage Note in the principal amount of \$3,000,000.00 payable to the order of Bearer, on demand, subscribed under affidavit number 36,590 dated May 5, 2004 before Notary Public Ernesto A. Meléndez Pérez and secured by a mortgage constituted by Deed Number 56, of the same date before the same Notary Public, encumbering property number 14,923. (Ponce)
9. Mortgage Note in the principal amount of \$3,340,000.00 payable to the order of Bearer, on demand, subscribed under affidavit number 2,969 dated September 6, 2005 before Notary Public José J. Ledesma and secured by a mortgage constituted by Deed Number 75, of the same date before the same Notary Public, encumbering property number 14,923. (Ponce)
10. Mortgage Note in the principal amount of \$3,150,000.00 payable to the order of Banco Central Hispano Puerto Rico, on demand, subscribed under affidavit number 10,702 dated December 19, 1995 before Notary Public Herman Cestero Rodríguez and secured by a mortgage constituted by Deed Number 51, at the same date before the same Notary Public, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 67 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez, encumbering property number 54,201. (Caguas)
11. Two (2) Mortgage Notes, each in the principal amount of \$1,134,000.00 payable to the order of Banco Popular de Puerto Rico, on demand, subscribed under affidavits numbers 1473 and 1475 dated June 26, 2002 before Notary Public Jorge Covas Mendoza and secured by a mortgage constituted by Deed Number 26, of the same date before the same Notary Public, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 67 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez, encumbering property number 54,201. (Caguas)
12. Mortgage Note in the principal amount \$1,900,000.00 payable to the bearer, on demand, subscribed under affidavit number 804 dated September 30, 2008 before Notary Public Tamara Pagán Ortega and secured by a mortgage constituted by Deed Number 10, dated September 12, 2006 before Notary Public Patricia Ramírez Gelpí, as amended by Deed Number 30, dated September 30, 2008 before Notary Public Tamara Pagán Ortega, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 67 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez, encumbering property number 54,201. (Caguas)
13. Mortgage Note in the principal amount \$2,522,000.00 payable to the bearer, on demand, subscribed under affidavit number 590 dated November 7, 2007 before Notary Public Tamara Pagán Ortega and secured by a mortgage constituted by Deed Number 70 of the same date before the same Notary Public, the releasing prescription of the mortgage was

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suspended and interrupted pursuant to Deed Number 67 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez, encumbering property number 54,201. (Caguas)

14. Two (2) Mortgage Notes, each in the principal amount of \$3,800,000.00 payable to the bearer, on demand, subscribed under affidavits numbers 12176 and 12177 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez and secured by a mortgage constituted by Deed Number 64, of the same date before the same Notary Public, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 67 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez, encumbering property number 54,201. (Caguas)
15. Mortgage Note in the principal amount of \$900,000.00 payable to the bearer, on demand, subscribed under affidavit 748 dated June 25, 2008 before Notary Public Tamara Pagán Ortega and secured by a mortgage constituted by Deed Number 23 of the same date before the same Notary Public, encumbering property number 22,114 which is liable for \$531,000 and property number 2030 which is liable for \$369,000. (Caguas)
16. Mortgage Note in the principal amount of \$110,000.00 payable to the bearer, on demand, subscribed under affidavit number 12,178 September 30, 2008 before Notary Public Herman Cestero Rodríguez and secured by a mortgage constituted by Deed Number 65 of the same date before the same Notary Public, encumbering property number 1440. (Caguas)
17. Mortgage Note in the principal amount of \$136,000.00 payable to the bearer, on demand, subscribed under affidavit 12,179 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez and secured by a mortgage constituted by Deed Number 66 of the same date before the same Notary Public, encumbering property number 20,860. (Caguas)
18. Mortgage Note in the principal amount of \$1,100,000 payable to FirstBank Puerto Rico, on demand, subscribed under affidavit number 17,686 dated September 1, 2010 before Notary Public Michel Rachid Piñeiro and secured by a mortgage constituted by Deed Number 25 of the same date before the same Notary Public, encumbering property number 54,201. (Caguas)
19. Mortgage Note in the principal amount of \$200,000 payable to the bearer, on demand, subscribed under affidavit number 22 dated August 22, 1996 before Notary Public Ernesto G. López Soltero and secured by a mortgage constituted by Deed Number 4 at the same date before the same Notary Public, encumbering property number 7,942 (previously 7,784), the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 11 dated February 27, 2014 before Notary Public Michel Rachid Piñeiro. (San Juan)
20. Mortgage Note in the principal amount of \$250,000 payable to the bearer, on demand, subscribed under affidavit number 23 dated August 22, 1996 before Notary Public Ernesto G. López Soltero and secured by a mortgage constituted by Deed Number 5 of the same date before the same Notary Public, encumbering property number 7,942 (previously 7,784), the releasing prescription at the mortgage was suspended and

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interrupted pursuant to Deed Number 12 dated February 27, 2014 before Notary Public Michel Rachid Piñeiro. (San Juan)

21. Mortgage Note in the principal amount of \$250,000 payable to the bearer, on demand, subscribed under affidavit number 24 dated August 22, 1996 before Notary Public Ernesto G. López Soltero and secured by a mortgage constituted by Deed Number 6 of the same date before the same Notary Public, encumbering property number 7,942 (previously 7,784), the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 14 dated February 27, 2014 before Notary Public Michel Rachid Piñeiro. (San Juan)
22. Mortgage Note in the principal amount of \$275,000 payable to Banco Popular de Puerto Rico, on demand, subscribed under affidavit number 1,474 dated June 28, 2002 before Notary Public Jorge Covas Mendoza and secured by a mortgage constituted by Deed Number 27 of the same date before the same Notary Public, encumbering property number 7,942 (previously 7,784). (San Juan)
23. Mortgage Note in the principal amount of \$2,720,000 payable to the bearer, on demand, subscribed under affidavit number 589 dated November 7, 2007 before Notary Public Tamara Pagán Ortega and secured by a mortgage constituted by Deed Number 69 of the same date before the same Notary Public, encumbering property number 7,942 (previously 7,784) which is liable for \$1,493,466; property number 7,941 which is liable for \$762,460 (San Juan); and property number 5092 which is liable for \$444,074.
24. Mortgage Note in the principal amount of \$1,020,000 payable to Banco Popular de Puerto Rico, on demand, subscribed under affidavit number 160 dated June 30, 1997 before Notary Public Jorge Covas Mendoza and secured by a mortgage constituted by Deed Number 7 of the same date before the same Notary Public, encumbering property number 7,941, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 10 dated February 27, 2014 before Notary Public Michel Rachid Piñeiro. (San Juan)
25. Mortgage Note in the principal amount of \$255,000 payable to Banco Popular de Puerto Rico, on demand, subscribed under affidavit number 1,472 dated June 28, 2002 before Notary Public Jorge Covas Mendoza and secured by a mortgage constituted by Deed Number 25 of the same date before the same Notary Public, encumbering property number 7,941. (San Juan)
26. Mortgage Note in the principal amount of \$456,000 payable to Banco Central Hispano-Puerto Rico, on demand, subscribed under affidavit number 11,580 dated March 10, 1995 before Notary Public Tomás Correa Acevedo and secured by a mortgage constituted by Deed Number 31 of the same date before the same Notary Public, encumbering property number 39,478, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 13 dated February 27, 2014 before Notary Public Michel Rachid Piñeiro. (Carolina)
27. Mortgage Note in the principal amount of \$600,000.00 payable to the bearer, on demand, subscribed under affidavit number 803 dated September 30, 2008 before Notary Public Tamara Pagán Ortega and secured by a mortgage constituted by Deed Number 10, dated

September 12, 2006 before Notary Public Patricia Ramírez Gelpí, as amended by Deed Number 30, dated September 30, 2008 before Notary Public Tamara Pagán Ortega, the releasing prescription of the mortgage was suspended and interrupted pursuant to Deed Number 67 dated September 30, 2008 before Notary Public Herman Cestero Rodríguez, encumbering property number 39,478. (Carolina)

28. Mortgage Note in the principal amount of \$204,667 payable to the bearer, on demand, subscribed under affidavit number 922 dated January 20, 2009, before Notary Public Tamara Pagán Ortega and secured by a mortgage constituted by Deed Number 2 of the same date before the same Notary Public, encumbering property number 39,478. (Carolina)
29. Mortgage Note in the principal amount \$200,000 payable to Banco Popular de Puerto Rico, on demand, subscribed under affidavit number 1,476 dated June 28, 2002 before Notary Public Jorge Covas Mendoza and secured by a mortgage constituted by Deed Number 28 of the same date before the same Notary Public, encumbering property number 5,092 (previously 3,876). (San Juan)

#### **GA. PROPERTY DEVELOPMENT**

1. Mortgage Note in the principal amount of \$4,600,000 payable to the bearer, on demand, subscribed under affidavit number 3,106 dated March 14, 2006 before Notary Public José J. Ledesma and secured by a mortgage constituted by Deed Number 4 of the same date before the same Notary Public, encumbering property number 3,202. (Naranjito)



**EXHIBIT IA  
TRADEMARKS**

	<b>TRADEMARK</b>	<b>OWNER</b>	<b>VOUCHER FILING NO.</b>	<b>FILING DATE</b>
1.	National Territory Girls	Komodidad Distributors, Inc.	56418	04-04-07
2.	Secret Garden	Komodidad Distributors, Inc.	56367	01-23-07
3.	Stella	Komodidad Distributors, Inc.	56415	01-26-07
4.	Whispers	Komodidad Distributors, Inc.	56366	01-23-07
5.	IT'S ME	Komodidad Distributors, Inc.	66944	11-14-08
6.	IT'S ME	Komodidad Distributors, Inc.	66945	11-14-08
7.	Aloha Ola	Komodidad Distributors, Inc.	59463	12-05-07
8.	blink:	Komodidad Distributors, Inc.	56365	01-23-07
9.	FUGITIVE LIVE ON THE EDGE	Komodidad Distributors, Inc.	59462	12-05-07
10.	FUNKY SOUL	Komodidad Distributors, Inc.	60155	03-07-08
11.	FUNKY SOUL	Komodidad Distributors, Inc.	66948	10-17-08
12.	GATSBY	Komodidad Distributors, Inc.	1585	03-04-03 (Extension filing 08-30-13)
13.	GATSBY	Komodidad Distributors, Inc.	56556	02-01-07
14.	GATSBY	Komodidad Distributors, Inc.	60158	11-13-07
15.	GATSTY	Komodidad Distributors, Inc.	60159	02-07-08
16.	GATSTY	Komodidad Distributors, Inc.	60160	01-31-08
17.	GATSTY	Komodidad Distributors, Inc.	60161	12-20-07
18.	ibiza ibiza	Komodidad Distributors, Inc.	56412	01-26-07
19.	Intense	Komodidad Distributors, Inc.	56413	01-26-07
20.	IT'S	Komodidad Distributors, Inc.	56414	01-26-07
21.	ItzyBitzy	Komodidad Distributors, Inc.	56369	01-26-07
22.	Le Debut	Komodidad Distributors, Inc.	22161	09-30-97

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*agp*

**TRADEMARK**