

ORIGINAL

AMENDED AND RESTATED  
SERVICES AGREEMENT

This AMENDED AND RESTATED SERVICES AGREEMENT, dated as of April 13, 2007 (this "Agreement"), is entered into between L [REDACTED] RT (ASIA) LLC, a New York limited liability company with its principal place of business at 113 Parsonage Lane, Sagaponack, New York, NY 11962, USA ("JS Asia") and EI [REDACTED] DNAL CO., LTD., [REDACTED] se [REDACTED] tion [REDACTED] h [REDACTED] pal [REDACTED] e [REDACTED] business at 1-2-5 Shibuya-ku, Tokyo, Japan ("Sanei").

WHEREAS, the Trust (as defined below) and Sanei have entered into a Trademark Assignment Terms Agreement dated as of October 18, 2002 for Japan, as amended by Amendment No. 1 dated as of September 2, 2005 and Amendment No. 2 dated as of March 7, 2006 (the "Japan Assignment") and a Trademark Assignment Agreement (China, Hong Kong and Taiwan) dated as of September 2, 2005, as amended by Amendment No. 1 dated as of March 7, 2006 (the "China Assignments"), and together with the Japan Assignment, the "Trademark Assignments"), each of which Trademark Assignments the parties intend to amend further pursuant to an amendment executed concurrently with this Agreement; and

WHEREAS, JS Asia and Sanei have entered into a Services Agreement (Japan) dated as of September 2, 2005 (the "Japan Services Agreement") and a Services Agreement (China, Hong Kong, Taiwan) dated as of September 2, 2005 (the "China Services Agreement", and together with the Japan Services Agreement, the "Services Agreements") pursuant to which certain services and advertising materials were to be provided by JS Asia and its affiliates (including the designer, Jill Stuart) to Sanei and its affiliates;

WHEREAS, JS Asia and Sanei desire to combine, amend and restate the Services Agreements in a single document, and terminate the China Services Agreement as a separate agreement, in each case as provided herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Definitions.** The following terms used herein shall have the meanings given to such terms below:

"Affiliate" of a person means a second person controlling, controlled by or under common control with the person in question; provided, however, that neither the Designer personally nor the Trust shall be deemed to be affiliated, or in a control relationship, with JS Asia or any of its Affiliates.

"Children's Products" means Sanei Products for children.