

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stein World, LLC		10/13/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital Financial Services		
Street Address:	2 Bethesda Metro Center		
Internal Address:	14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2341067	PAINTED TREASURES	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 3000; Patton Boggs, LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	011107.0233		
NAME OF SUBMITTER:	Darren W. Collins		
Signature:	/Darren W. Collins/		

OP \$40.00 2341067

Date:

11/28/2005

Total Attachments: 4

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED OR OTHERWISE MODIFIED AND IN EFFECT FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE "SUBORDINATION AGREEMENT") DATED AS OF OCTOBER 13, 2005 AMONG SW PARENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("SW PARENT"), STEIN WORLD, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("BORROWER"), AMERICAN CAPITAL FINANCIAL SERVICES, INC., A DELAWARE CORPORATION, AS SUBORDINATED DEBT AGENT AND SECOND LIEN AGENT, AMERICAN CAPITAL STRATEGIES, LTD., A DELAWARE CORPORATION, ANY OTHER PERSON OR ENTITY PARTY THERETO AS A "SUBORDINATED CREDITOR" AND GENERAL ELECTRIC CAPITAL CORPORATION, AS FIRST LIEN AGENT, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE SW PARENT AND BORROWER TO THE SENIOR CREDITORS (AS DEFINED IN THE SUBORDINATION AGREEMENT) PURSUANT TO THE SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT) AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

SECURITY AGREEMENT (INTELLECTUAL PROPERTY)

TRADEMARKS

WHEREAS, STEIN WORLD, LLC, a Delaware limited liability company (collectively, the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated October 13, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of American Capital Financial Services, Inc., in its capacity as Agent for Purchasers (the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Grantee and the Purchasers a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the prompt and complete payment, performance and observance of the Obligations (as defined in the Security Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and grant to the Grantee for the benefit of the Grantee and the Purchasers a continuing security interest in the Collateral, subject to the American Capital Subordination Agreement, to secure the prompt and complete payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Notwithstanding any other provision of this Agreement, the security interests hereby created or arising hereunder, shall terminate and be fully released upon receipt by the Grantee of written notice of the occurrence of a Senior Default (as defined in the American Capital Subordination Agreement), as provided for in Section 21.5 of the American Capital Subordination Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed
by its officer thereunto duly authorized as of ~~September 13~~ ^{October} 2005.

STEIN WORLD, LLC

By: EDG/SW Holdings, LLC,
its Manager

By: 
Name: **Corey S. Golde**
Title: **Vice President**

[SIGNATURE PAGE TO SUBORDINATED IP SECURITY AGREEMENT]

TRADEMARK
REEL: 003200 FRAME: 0205

Security Agreement (Intellectual Property) Trademarks
Schedule 1A

US Trademark registrations and applications

1. Trademark of "Painted Treasures" registered with the United States Patent and Trademark Office on April 11, 2000, under Reg. No. 2,341,067.