

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
Johnny Appleseed's, Inc		02/27/2006	CORPORATION: MASSACHUSETTS
Appleseed's Holdings, Inc.		02/27/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
Internal Address:	Attn: Brett Hyman		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1773058	HAYMAKER	
Registration Number:	0921309	JOHNNY APPLESEED'S	
Registration Number:	2644241	BRIGHT IDEA	
Registration Number:	2523614	LOMBARDI	
Registration Number:	2203937	LESTER SQUARE	
Registration Number:	1910140	THE TOG SHOP	
Registration Number:	0941094		
Registration Number:	0756119	JOHNNY APPLESEED'S	
Registration Number:	2777318	THE TOG SHOP	
Registration Number:	1771355	APPLESEED'S	
Registration Number:	1809067	APPLESEED'S	

OP \$290.00 1773058

CORRESPONDENCE DATA

Fax Number: (301)654-6714

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 301 841-1359

Email: brett.hyman@americancapital.com

Correspondent Name: American Capital Strategies, Ltd

Address Line 1: 2 Bethesda Metro Center, 14th Floor

Address Line 2: Attn: Brett Hyman

Address Line 4: Bethesda, MARYLAND 20814

NAME OF SUBMITTER:

Brett Hyman

Signature:

/Brett Hyman/

Date:

04/04/2006

Total Attachments: 5

source=Trademark Security Agreement (Appleseed's)#page1.tif

source=Trademark Security Agreement (Appleseed's)#page2.tif

source=Trademark Security Agreement (Appleseed's)#page3.tif

source=Trademark Security Agreement (Appleseed's)#page4.tif

source=Trademark Security Agreement (Appleseed's)#page5.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 27, 2006, by JOHNNY APPLESEED'S, INC. (the "**Pledgor**"), in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., in its capacity as administrative agent and collateral (in such capacity, the "**Agent**") pursuant to the Purchase Agreement and the Agreement (as defined below).

WITNESSETH:

WHEREAS, the Pledgor and Appleseed's Holdings, Inc. are party to a Pledge and Security Agreement of even date herewith (the "**Agreement**") in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Purchase Agreement, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Agreement and used herein have the meaning given to them in the Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral:

- (a) Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Agreement, the provisions of the Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

JOHNNY APPLESEED'S, INC.

By: *Paul Wable*
Title: *Chief Financial Officer*

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.,
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

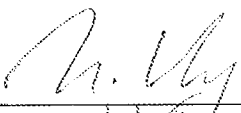
Very truly yours,

JOHNNY APPLESEED'S, INC.

By: _____
Title:

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.,
as Agent

By: 
Name: Natalya Volynskaya
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Johnny Appleseed's, Inc. registered trademarks and trademark applications (U.S. only):

Trademark	App. No.	Owner Group Information	Reg. No.
HAYMAKER	74318369 9/28/92	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	1773058 5/25/93
JOHNNY APPLESEED'S	72367139 8/5/70	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	0921309 9/28/71
BRIGHT IDEA	76250318 5/2/01	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	2644241 10/29/02
LOMBARDI	75856628 11/24/99	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	2523614 12/25/01
LESTER SQUARE	75364838 9/29/97	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	2203937 11/17/98
THE TOG SHOP	74318388 9/28/92	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	1910140 8/8/95
Design Only	72367296 8/6/70	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	0941094 8/15/72
JOHNNY APPLESEED'S	72139756 3/13/62	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	0756119 9/3/63
THE TOG SHOP	76339685 11/20/01	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	2777318 10/28/03
APPLESEED'S	74303455 8/12/92	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	1771355 5/18/93
APPLESEED'S	74333322 11/23/92	JOHNNY APPLESEED'S INC. 30 TOZER ROAD BEVERLY, MASSACHUSETTS 01915	1809067

Service marks and service mark applications: None.