

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barton-Cotton Holding Corporation		04/25/2006	CORPORATION:
Barton-Cotton, Inc.		04/25/2006	CORPORATION:
Barton-Cotton Sales Corporation		04/25/2006	CORPORATION:
Barton-Cotton Real Estate, LLC		04/25/2006	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1233521	BARTON COTTON	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	deirdre.harding@weil.com, phyllis.eremitaggio@weil.com		
Correspondent Name:	Weil,Gotshal & Mangesc/o Deirdre Harding		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	14082.0217		
NAME OF SUBMITTER:	Deirdre Harding		

CH \$40.00 1233521

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TRADEMARK  
 REEL: 003298 FRAME: 0517

Signature:

/Deirdre Harding/

Date:

04/27/2006

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 25, 2006, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the Second Lien Pledge and Security Agreement (referred to below)) (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Secured Parties (as defined in the Second Lien Pledge and Security Agreement) (in such capacity, the "Second Lien Agent").

### RECITALS:

A. Pursuant to the Note and Equity Purchase Agreement dated as of April 25, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "NEPA"), by and among Barton-Cotton Holding Corporation ("Parent"), Barton-Cotton, Incorporated ("BC, Inc."), Barton-Cotton Sales Corporation ("Sales") and Barton-Cotton Real Estate, LLC, the Purchasers (as defined in the NEPA) at any time party thereto, and ACFS as administrative agent and collateral agent for the Purchasers, the Purchasers have severally agreed to purchase Notes from the Loan Parties (each as defined in the NEPA) upon the terms and subject to the conditions set forth therein; and

B. The Grantors are party to that certain Second Lien Pledge and Security Agreement dated as of April 25, 2006 (the "Second Lien Pledge and Security Agreement") in favor of the Second Lien Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Second Lien Agent to enter into the NEPA and to induce the Purchasers to purchase the Notes from the Loan Parties thereunder, each Grantor hereby agrees with the Second Lien Agent as follows:

### DEFINED TERMS

Unless otherwise defined herein, terms defined in the NEPA or in the Second Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the NEPA or the Second Lien Pledge and Security Agreement, as the case may be.

## GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Agent, for the benefit of the Secured Parties, and grants to the Second Lien Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of such Trademarks and Trademark Licenses;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of such Trademarks and Trademark Licenses, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

## SECURITY, COLLATERAL AND PLEDGE AGREEMENT

3.1 The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Second Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

\* \* \*

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Second Lien Agent

By DS  
Name: Dale Stohr  
Title: Vice President

IN WITNESS WHEREOF, each Grantor 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,

**BARTON-COTTON HOLDING CORPORATION**  
as Grantor

By DSB  
Name: Dale Stohr  
Title: President

**BARTON-COTTON, INCORPORATED**  
as Grantor

By \_\_\_\_\_  
Name: Terry Bateman  
Title: President

**BARTON-COTTON SALES CORPORATION**  
as Grantor

By \_\_\_\_\_  
Name: Terry Bateman  
Title: President

**BARTON-COTTON REAL ESTATE, LLC**  
as Grantor

By: Barton-Cotton, Incorporated, its sole member

By \_\_\_\_\_  
Name: Terry Bateman  
Title: President


IN WITNESS WHEREOF, each Grantor 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,

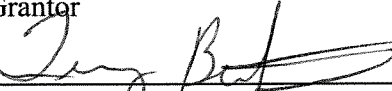
**BARTON-COTTON HOLDING CORPORATION**  
as Grantor

By \_\_\_\_\_  
Name: Dale Stohr  
Title: President

**BARTON-COTTON, INCORPORATED**  
as Grantor

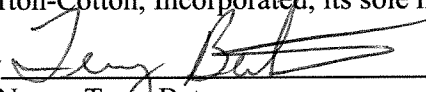
By  \_\_\_\_\_  
Name: Terry Bateman  
Title: President

**BARTON-COTTON SALES CORPORATION**  
as Grantor

By  \_\_\_\_\_  
Name: Terry Bateman  
Title: President

**BARTON-COTTON REAL ESTATE, LLC**  
as Grantor

By: Barton-Cotton, Incorporated, its sole member

By  \_\_\_\_\_  
Name: Terry Bateman  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Second Lien Agent

By DS

Name: Dale Stohr

Title: Vice President



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
  
INTELLECTUAL PROPERTY**

<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Status</b>	<b>Registration Number</b>	<b>Registration Date</b>
BARTON COTTON	United States	Barton-Cotton, Incorporated	Registered	1,233,521	4/5/1983 Renewal 6/17/2003

Trademark Security Agreement (Second Lien)

**RECORDED: 04/27/2006**

**TRADEMARK  
REEL: 003298 FRAME: 0525**