

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
Haband Company, inc.		10/30/2006	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: 12

Property Type	Number	Word Mark
Registration Number:	2907808	ADJUST-O-PEDIC
Registration Number:	2457019	ADRIAN DELAFIELD
Registration Number:	1797101	AMERICAN SWEETHEART
Registration Number:	2457017	CASUAL JOE
Serial Number:	75716806	DUKE
Serial Number:	75759285	DUKE BELTED CHINOS
Registration Number:	2494007	EXECUTIVE DIVISION
Registration Number:	2712960	HABAND
Registration Number:	2535540	HABAND TRAVELERS
Registration Number:	3101303	HEALTHRITE
Registration Number:	2622820	JACK FROST
Registration Number:	2457016	STAG HILL

CORRESPONDENCE DATA

900064430

**TRADEMARK
 REEL: 003441 FRAME: 0865**

OP \$315.00 2907808

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:	12/11/2006

Total Attachments: 6
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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 30, 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 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 Credit Agreement referred to below) (in such capacity, the "Agent").

RECITALS:

A. HABAND ACQUISITION CORPORATION, a Delaware corporation ("Holdings"), HABAND COMPANY, INC., a Delaware corporation (the "Company"), HABAND ONLINE, LLC, a Delaware limited liability company ("Haband Online"), THE HABAND SURPLUS OUTLET, a New Jersey company ("Haband Surplus"), FAIRVIEW ADVERTISING, INC., a Delaware corporation ("Fairview"), HABAND OUTLET STORES IN DELAWARE, INC., a Delaware corporation ("Haband Outlet"), HABAND SURPLUS OUTLETS IN PENNSYLVANIA, INC., a Pennsylvania corporation ("Haband Surplus PA"), the Lenders and the Agent have entered into a Credit Agreement, dated as of October ~~30~~ 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

B. Holdings has guaranteed the Obligations pursuant to the Holdings Guaranty, and the Subsidiary Guarantors have guaranteed the Obligations pursuant to the Subsidiary Guaranties; and

C. All the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") 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 Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

SECTION 2. 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 Agent, for the benefit of the Secured Parties, and grants to the 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 the foregoing;
- (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 the foregoing, 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.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and the relevant Grantor shall not be deemed to have granted a security interest in, any of such Grantor's rights or interests in or under, any license, contract, permit, Instrument, or franchise to which such Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would be prohibited under the terms of such license, contract, permit, Instrument, or franchise (other than to the extent that any such term would be rendered ineffective pursuant to the New York UCC or any other applicable Law (including the Bankruptcy Code) or principles of equity); provided that, immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

SECTION 3 SECURITY AGREEMENT

3.1 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 Security Agreement and each Grantor hereby acknowledges and affirms

that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,

GRANTOR:

HABAND COMPANY, INC.

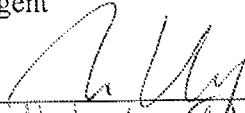
By: 

Name: Anthony Del Gaudio

Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.,
as Agent

By: 
Name: Natasha Volynskaya
Title: Principal

Trademarks and Trademark Licenses:

Registered trademarks and trademark applications (U.S. only):

Trademark	Application Serial No.	Filing Date	Registration No.	Issue Date	Status	Grantor
ADJUST-O-PEDIC	76527698	7/2/03	2907808	12/7/04	Registered	Haband Company, Inc.
ADRIAN DELAFIELD	75897003	1/13/00	2457019	6/5/01	Registered	Haband Company, Inc.
AMERICAN SWEETHEART	74271881	5/4/92	1797101	10/5/93	Renewed	Haband Company, Inc.
CASUAL JOE	75896701	1/13/00	2457017	6/5/01	Registered	Haband Company, Inc.
DUKE	75716806	5/28/99	--	--	PENDING	Haband Company, Inc.
DUKE BELTED CHINOS	75759285	7/22/99	--	--	PENDING	Haband Company, Inc.
EXECUTIVE DIVISION	75896702	1/13/00	2494007	10/2/01	Registered	Haband Company, Inc.
HABAND	76357469	1/14/02	2712960	5/6/03	Registered	Haband Company, Inc.
HABAND TRAVELERS	75896703	1/13/00	2535540	2/5/02	Registered	Haband Company, Inc.
HEALTHRITE	76596792	6/14/04	3101303	6/6/06	Registered	Haband Company, Inc.
JACK FROST	75897002	1/13/00	2622820	9/24/02	Registered	Haband Company, Inc.
STAG HILL	75896700	1/13/00	2457016	6/5/01	Registered	Haband Company, Inc.

Service marks and service mark applications: None.