

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
Draper's & Damon's, Inc.		12/29/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	TD Banknorth, N.A., as administrative agent
Street Address:	175 Cabot Street
City:	Beverly
State/Country:	MASSACHUSETTS
Postal Code:	01915
Entity Type:	National Banking Association: UNKNOWN

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3136949	SIGNATURE KNITS
Registration Number:	2877618	WEB ONLY
Registration Number:	2891338	RED BUTTON
Registration Number:	2766953	DRAPER'S STUDIO
Registration Number:	3056392	DD
Registration Number:	2346876	DRAPER'S & DAMON'S
Registration Number:	2901717	RED BUTTON
Registration Number:	2456704	D&D
Registration Number:	3036662	DRAPER'S & DAMON'S
Registration Number:	2877447	CLASSIC COMFORT
Registration Number:	2456703	D & D
Serial Number:	78413396	DRAPER'S ESSENTIALS
Serial Number:	78433252	FOREVERFRIENDS
Serial Number:	78371401	DD

CH \$390.00 3136949

Serial Number:

78194530

DRAPER'S ESSENTIALS

CORRESPONDENCE DATA

Fax Number: (617)227-4420

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

Phone: 617.239.0760

Email: srblack@eapdlaw.com

Correspondent Name: S. Ryan Black, Paralegal

Address Line 1: Edwards Angell Palmer & Dodge LLP

Address Line 2: 111 Huntington Avenue

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:

47246/16

NAME OF SUBMITTER:

S. Ryan Black, Paralegal

Signature:

/S Ryan Black/

Date:

01/02/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 29, 2006, by DRAPER'S & DAMON'S, INC. (the "Pledgor"), in favor of TD BANKNORTH, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a 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 Credit 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,

DRAPER'S & DAMON'S, INC.

By: Vito Kowalchuk
Name:
Title:

Accepted and Agreed:

TD BANKNORTH, N.A., as Agent

By: _____
Kathy A. Mahoney
Vice President

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,

DRAPER'S & DAMON'S, INC.

By: _____
Name:
Title:




Accepted and Agreed:


TD BANKNORTH, N.A., as Agent

By: Kathy A. Mahoney
Kathy A. Mahoney
Vice President

SCHEDULE I
to
Trademark Security Agreement

Draper's & Damon's, Inc. registered trademarks and trademark applications (U.S. only):

Design/ Image (If Any)	Trademark	Appl. No. / Appl. Date	Reg. No. / Reg. Date	USPTO Status	Owner
SIGNATURE KNITS	SIGNATURE KNITS	78512989 11/8/04	3136949 8/29/06	Registered	Draper's & Damon's Inc.
	WEB ONLY	78294099 8/29/03	2877618 8/24/04	Registered	Draper's & Damon's Inc.
	RED BUTTON	78294089 8/29/03	2891338 10/5/04	Registered	Draper's & Damon's Inc.
	DRAPER'S STUDIO	78193608 12/11/02	2766953 9/23/03	Registered	Draper's & Damon's Inc.
	DD	78371377 2/20/04	3056392 1/31/06	Registered	Draper's & Damon's Inc.
DRAPER'S ESSENTIALS	DRAPER'S ESSENTIALS	78413396 5/5/04		Pending ITU Notice of Allowance issued 10/4/05	Draper's & Damon's Inc.
	DRAPER'S & DAMON'S	75640364 2/12/99	2346876 5/2/00	Registered Section 8 & 15 - Accepted And Acknowledged on July 8, 2005	Draper's & Damon's Inc.
red button	RED BUTTON	78294113 8/29/03	2901717 11/9/04	Registered	Draper's & Damon's Inc.
	D&D	75696013 5/3/99	2456704 5/5/01	Registered	Draper's & Damon's Inc.
FOREVERFRIENDS	FOREVERFRIENDS	78433252 6/10/04		Pending ITU Notice of Allowance granted: 2/14/06	Draper's & Damon's Inc.

Design/ Image (If Any)	Trademark	Appl. No. / Appl. Date	Reg. No. / Reg. Date	USPTO Status	Owner
DRAPER'S & DAMON'S	DRAPER'S & DAMON'S	78371352 2/20/04	3036662 12/27/05	Registered	Draper's & Damon's Inc.
	CLASSIC COMFORT	78270022 7/2/03	2877447 8/24/04	Registered	Draper's & Damon's Inc.
	D & D	75696012 5/3/99	2456703 5/5/01	Registered	Draper's & Damon's Inc.
	DD	78371401 2/20/04		Pending ITU Notice Of Allowance - Issued On May 31, 2005	Draper's & Damon's Inc.
	DRAPER'S ESSENTIALS	78194530 12/3/02		Pending ITU Third Extension - Granted On April 12, 2005	Draper's & Damon's Inc.