

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
Trade Am International, Inc.		12/26/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Cratos Capital Management, LLC		
Street Address:	3440 Preston Ridge Road		
Internal Address:	Suite 400		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	74638825	TRADE AM	
Serial Number:	75976520	CANVAS ONE	
Serial Number:	78610112	NARTURAL	
Serial Number:	78610261	NURTURAL	
Serial Number:	78610275	NATURE'S WAY	
CORRESPONDENCE DATA			
Fax Number:	(404)685-5137		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-815-2137		
Email:	lashanajimmar@paulhastings.com		
Correspondent Name:	LaShana C. Jimmar, Sr. Paralegal		
Address Line 1:	600 Peachtree Street, NE		
Address Line 2:	Suite 2400		
Address Line 4:	Atlanta, GEORGIA 30308		

CH \$140.00 74638825

900065841

TRADEMARK
REEL: 003453 FRAME: 0944

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	01/02/2007
Total Attachments: 6 source=Trade Am (Trademark Security Agreement)#page1.tif source=Trade Am (Trademark Security Agreement)#page2.tif source=Trade Am (Trademark Security Agreement)#page3.tif source=Trade Am (Trademark Security Agreement)#page4.tif source=Trade Am (Trademark Security Agreement)#page5.tif source=Trade Am (Trademark Security Agreement)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of December, 2006, among the Grantor listed on the signature pages hereof (the "Grantor"), and CRATOS CAPITAL MANAGEMENT, LLC, as administrative agent for the Lenders (as defined in the Credit Agreement described below) ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 26, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Trade Am International, Inc., a Texas corporation ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereto (such Subsidiaries, together with Parent, are referred hereinafter each individually as a "Borrower," and individually and collectively, jointly and severally, as the "Borrowers"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and Agent, Agent and the Lenders are willing to make the Commitments (as defined in the Credit Agreement) available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of December 26, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including 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 Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

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.

TRADE AM INTERNATIONAL, INC., as
Grantor

By: Ashutosh Ladha

Name: Ashutosh Ladha

Title: President

**ACCEPTED AND ACKNOWLEDGED
BY:**

CRATOS CAPITAL MANAGEMENT,
LLC, as Agent

By: _____

Name:

Title:

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.

TRADE AM INTERNATIONAL, INC., as
Grantor

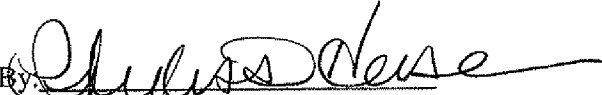
By: _____

Name: Ashutosh Ladha

Title: President

**ACCEPTED AND ACKNOWLEDGED
BY:**

CRATOS CAPITAL MANAGEMENT,
LLC, as Agent

By: 

Name: Phyliss Hasen

Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

See attached

Trade Names

Home Interiors and Home Accents

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None

SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>GRANTOR</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>SERIAL NO. AND/OR REGISTRATION NO.</u>	<u>FILING/REGISTRATION DATE</u>
Trade Am International, Inc.	USA	Trade Am	74638825/1941330	12/12/1995 (Reg.)
Trade Am International, Inc., and last listed owner (Bueno of California, Inc.) Corporation by Assignment	USA	Canvas One	75976520/2106029	12/31/1996 (Reg.)
Trade Am International, Inc.	USA	NARTURAL	78610112	4/15/2005
Trade Am International, Inc.	USA	NURTURAL	78610261	4/15/2005
Trade Am International, Inc.	USA	NATURE'S WAY	78610275	4/15/2005