

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Venus Swimwear, Inc.		11/10/2006	CORPORATION: FLORIDA
Wintersilks, LLC		11/10/2006	LIMITED LIABILITY COMPANY: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	American Capital Financial Services, Inc.
<b>Street Address:</b>	2 Bethesda Metro Center, 14th Floor
<b>Internal Address:</b>	Attn: Brett Hyman
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Serial Number:	76644715	OWN THE BEACH
Serial Number:	76256153	THE VENUS EDGE
Serial Number:	74140282	VE
Serial Number:	76292795	VENUS
Serial Number:	76575967	VENUS
Serial Number:	78721995	VENUS
Serial Number:	75433389	VENUS
Serial Number:	75573912	VENUS
Serial Number:	74675350	VENUS
Serial Number:	76646244	VENUS COUTURE
Serial Number:	76256152	VENUS EDGE
Serial Number:	75263427	VENUS GIRL TRAP

OP \$490.00 76644715

Serial Number:	73693378	VENUS SWIMWEAR
Serial Number:	73514938	VENUS SWIMWEAR
Serial Number:	76611639	VENUS USA
Serial Number:	78717721	VENUS USA
Serial Number:	78339953	VENUS.COM
Serial Number:	73700200	WINTERSILKS
Serial Number:	74503005	WINTERSILKS

**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:	01/25/2007

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 10, 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. VENUS INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company ("Holdings"), VENUS SWIMWEAR, INC., a Florida corporation, VENUS MANUFACTURING, INC., a Florida corporation, VENUS MANUFACTURING, CORP., a New York corporation, WINTERSILKS, LLC, a Florida limited liability company, the Lenders and the Agent have entered into a Credit Agreement, dated as of November 10, 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 [Copyright] [Patent] [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,

**GRANTORS:**

VENUS SWIMWEAR, INC.

By: 

Name: Daryle V. Scott

Title: Chief Executive Officer

WINTERSILKS, LLC

By: 

Name: Daryle V. Scott

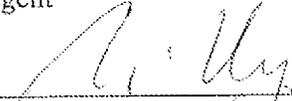
Title: Vice President

**TRADEMARK**

**REEL: 003468 FRAME: 0751**

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL FINANCIAL  
SERVICES, INC.,  
as Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark	Application Serial No.	Filing Date	Registration No.	Issue Date	Status	Grantor
OWN THE BEACH	76644715	8/11/05	--	--	Opposition period complete	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
THE VENUS EDGE	76256153	5/14/01	2614787	9/3/02	Registered	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
VE	74140282	2/19/91	1672665	1/21/92	Renewed	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
VENUS	76292795	7/31/01	--	--	Pending Intent To Use	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
VENUS	76575967	2/18/04	3122353	8/1/06	Registered	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
VENUS	78721995	9/28/05	3138898	9/5/06	Registered	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
VENUS	75433389	2/12/98	2268534	8/10/99	Registered	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
VENUS	75573912	11/4/98	2866965	7/27/04	Registered	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
VENUS	74675350	5/17/95	1971354	4/30/96	Renewed	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615

Trademark	Application Serial No.	Filing Date	Registration No.	Issue Date	Status	Grantor
VENUS COUTURE	76646244	9/6/05			Pending Intent To Use	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
VENUS EDGE	76256152	5/14/01	2549941	3/19/02	Registered	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
VENUS GIRL TRAP	75263427	3/21/97	2130707	1/20/98	Registered	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
VENUS SWIMWEAR	73693378	11/2/87	1492352	6/14/88	Registered	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
VENUS SWIMWEAR	73514938	12/24/84	1372695	11/26/85	Renewed	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
VENUS USA	76611639	9/16/04	3134692	8/29/06	Registered	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
VENUS USA	78717721	9/21/05	--	--	Published Intent To Use	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
VENUS.COM	78339953	12/12/03	--	--	Pending Intent To Use Suspended	Venus Swimwear, Inc. 11711 Marco Beach Drive Jacksonville, Florida 32224-7615
WINTERSILKS	73700200	12/10/87	1523579	2/7/89	Registered	Wintersilks, LLC 11711 Marco Beach Drive Jacksonville, Florida 322247615
WINTERSILKS	74503005	3/21/94	1940484	12/12/95	Registered	Wintersilks, Inc. 11711 Marco Beach Drive Jacksonville, Florida 322247615