

## 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
Berry-Hill Galleries, Inc.		08/11/2006	CORPORATION: NEW YORK
Coram Capital LLC		08/11/2006	LIMITED LIABILITY COMPANY: NEW YORK
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2285353	BERRY-HILL	
CORRESPONDENCE DATA			
Fax Number:	(301)654-6714		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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/		

OP \$40.00 2285353

900068005

TRADEMARK  
REEL: 003470 FRAME: 0647

Date:

01/30/2007

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 11, 2006, by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Strategies, Ltd.

### RECITALS:

A. BERRY-HILL GALLERIES, INC., a New York corporation ("Berry-Hill"), CORAM CAPITAL LLC., a New York limited liability company ("Coram") and Lender have entered into a Postpetition Loan and Security Agreement, dated as of August 11, 2006 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"); and

B. It is a condition to the making of the Loans to the Borrowers under the Loan Agreement that the Grantors execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make its extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Lender as follows:

### SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan 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 Lender, and grants to the Lender, 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 (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and the right to obtain all renewals thereof (collectively, "Trademarks") and (ii) any agreement, whether written or oral, providing for the grant by

or to any Grantor of any right to use any Trademark ("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" (as such term is defined in Section 9-102(a)(64) of the Code) 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.

### 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 Loan 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]


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.

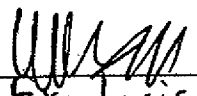
Very truly yours,

BERRY-HILL GALLERIES, INC.  
as Grantor

By:   
Name: James Berry Hill  
Title: President

CORAM CAPITAL LLC.  
as Grantor

By:   
Name: James Berry Hill  
Title: Member

By:   
Name: Frederick D. Hill  
Title: Member

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL STRATEGIES, LTD.,  
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.

Very truly yours,

BERRY-HILL GALLERIES, INC.  
as Grantor

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

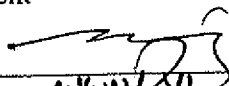
CORAM CAPITAL LLC.  
as Grantor

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

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

ACCEPTED AND AGREED  
as of the date first above written:

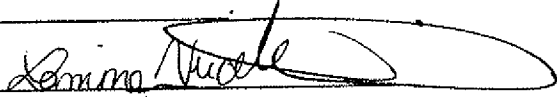
AMERICAN CAPITAL STRATEGIES, LTD.,  
as Agent

By:   
Name: MYUNG YI  
Title: VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF )  
 ) ss.  
COUNTY OF )

On this 31<sup>st</sup> day of July, 2008 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of \_\_\_\_\_, who being by me duly sworn did depose and say that he is an authorized \_\_\_\_\_ of said \_\_\_\_\_, that the said instrument was signed on behalf of said \_\_\_\_\_ as authorized by its \_\_\_\_\_ and that he acknowledged said instrument to be the free act and deed of said \_\_\_\_\_.

  
Notary Public

LAMINA VUCETOVIC  
NOTARY PUBLIC, State of New York  
No. 01VU6124664  
Qualified in Queens County  
Commission Expires March 28, 2009

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Berry-Hill  
Class 35 in the United States.  
Registration No. 2285353.  
Registered October 12, 1999.

B. TRADEMARK APPLICATIONS  
None.

C. TRADEMARK LICENSES  
None.