

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																										
NATURE OF CONVEYANCE:	SECURITY INTEREST																																										
CONVEYING PARTY DATA																																											
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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: 15																																											
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OP \$390.00 3136949

Serial Number:	78371401	DD
Serial Number:	78194530	DRAPER'S ESSENTIALS

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:

03/06/2007

Total Attachments: 7

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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 AMERICAN CAPITAL FINANCIAL SERVICES, INC., in its capacity as administrative and collateral agent (in such capacity, the "**Agent**") pursuant to the Purchase Agreement and the Agreement (as defined below).

WITNESSETH:

WHEREAS, the Pledgor and certain of its affiliates are party to an Amended and Restated Pledge and Security Agreement of even date herewith (as amended, restated, supplemented or modified from time to time, 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 Purchase 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 Kouralch
Title: Executive VP & CFO

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.,
as Agent

By: _____
Name:
Title:

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,

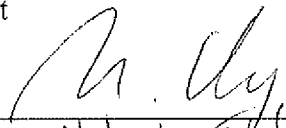
DRAPER'S & DAMON'S, INC.

By: _____
Title:

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.,
as Agent

By:



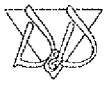

Name: Natasha Polyanski
Title: Principal


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Draper's IP:

Trademarks

Registered trademarks and trademark applications:

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.

Design/ Image (If Any)	Trademark	Appl. No. / Appl. Date	Reg. No. / Reg. Date	USPTO Status	Owner
FOREVERFRIENDS	FOREVERFRIENDS	78433252 6/10/04		Pending ITU Notice of Allowance granted: 2/14/06	Draper's & Damon's Inc.
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.

Service marks and service mark applications: None.