

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Capital Financial Services, Inc.		04/30/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Johnny Appleseed's, Inc.
Street Address:	30 Tozer Road
City:	Beverly
State/Country:	MASSACHUSETTS
Postal Code:	01915
Entity Type:	CORPORATION: MASSACHUSETTS

Name:	Appleseed's Holdings, Inc.
Street Address:	30 Tozer Road
City:	Beverly
State/Country:	MASSACHUSETTS
Postal Code:	01915
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	756119	JOHNNY APPLESEED'S
Registration Number:	1910140	THE TOG SHOP
Registration Number:	2777318	THE TOG SHOP
Registration Number:	1809067	APPLESEED'S
Registration Number:	921309	JOHNNY APPLESEED'S
Registration Number:	941094	
Registration Number:	2203937	LESTER SQUARE

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Registration Number:	1771355	APPLESEED'S
Registration Number:	2523614	LOMBARDI
Registration Number:	1773058	HAYMAKER
Registration Number:	2644241	BRIGHT IDEA

CORRESPONDENCE DATA

Fax Number: (212)446-4900

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

Phone: 2129093078

Email: szablocki@kirkland.com

Correspondent Name: Kirkland & Ellis LLP; Att:Susan Zablocki

Address Line 1: 153 East 53rd Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38310-220 SZ
NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//
Date:	05/02/2007

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of April 30, 2007 (“Effective Date”) by and between **American Capital Financial Services, Inc.**, in its capacity as Agent, as defined in the Pledge and Security Agreement (as referred to below) (“Grantee”), and **Johnny Appleseed’s, Inc. and Appleseed’s Holdings, Inc.** (collectively, “Grantor”).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement (“Trademark Security Agreement”) by and between Grantor and Grantee dated February 27, 2006, Grantor granted to Grantee a continuing security interest in and to the Trademarks (as defined in the Security Agreement), Goodwill (as defined in the Security Agreement) associated with such Trademarks, and all Proceeds (as defined in the Security Agreement) of any and all of the foregoing (other than Excluded Property), including, without limitation, those referred to on Schedule A hereto (collectively, the “Trademark Collateral”).

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Pledge and Security Agreement by and between Grantor and Grantee dated February 27, 2006 (the “Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on April 4, 2006 at Reel/Frame **3281/0983**; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.


Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral.

Grantee shall, at Grantor’s expense, take all further actions, and provide to Grantor, Grantor’s successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

American Capital Financial Services, Inc., as Agent

By:  _____

Name: **Natasha Volyanskaya**

Title: **Principal**

Schedule "A" TRADEMARKS

Serial #:	72139756	Filing Dt:	03/13/1962	Reg #:	756119	Reg. Dt:	09/03/1963
Mark:	JOHNNY APPLESEED'S						

Serial #:	72367139	Filing Dt:	08/05/1970	Reg #:	921309	Reg. Dt:	09/28/1971
Mark:	JOHNNY APPLESEED'S						

Serial #:	72367296	Filing Dt:	08/06/1970	Reg #:	941094	Reg. Dt:	08/15/1972
Mark:							

Serial #:	74303455	Filing Dt:	08/12/1992	Reg #:	1771355	Reg. Dt:	05/18/1993
Mark:	APPLESEED'S						

Serial #:	74318369	Filing Dt:	09/28/1992	Reg #:	1773058	Reg. Dt:	05/25/1993
Mark:	HAYMAKER						

Serial #:	74318388	Filing Dt:	09/28/1992	Reg #:	1910140	Reg. Dt:	08/08/1995
Mark:	THE TOG SHOP						

Serial #:	74333322	Filing Dt:	11/23/1992	Reg #:	1809067	Reg. Dt:	12/07/1993
Mark:	APPLESEED'S						

Serial #:	75364838	Filing Dt:	09/29/1997	Reg #:	2203937	Reg. Dt:	11/17/1998
Mark:	LESTER SQUARE						

Serial #:	75856628	Filing Dt:	11/24/1999	Reg #:	2523614	Reg. Dt:	12/25/2001
Mark:	LOMBARDI						

Serial #:	76250318	Filing Dt:	05/02/2001	Reg #:	2644241	Reg. Dt:	10/29/2002
Mark:	BRIGHT IDEA						

Serial #:	76339685	Filing Dt:	11/20/2001	Reg #:	2777318	Reg. Dt:	10/28/2003
Mark:	THE TOG SHOP						