

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
TD Banknorth N.A.		04/30/2007	National Bank: UNKNOWN

RECEIVING PARTY DATA

Name:	Draper's & Damon's, Inc.
Street Address:	9 Pasteur
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2346876	DRAPER'S & DAMON'S
Registration Number:	2877447	CLASSIC COMFORT
Registration Number:	3056392	DD
Registration Number:	2456703	D & D
Registration Number:	2891338	RED BUTTON
Registration Number:	3038382	DD
Registration Number:	2456704	D&D
Registration Number:	2877618	WEB ONLY
Registration Number:	2766953	DRAPER'S STUDIO
Registration Number:	2901717	RED BUTTON
Registration Number:	3036662	DRAPER'S & DAMON'S
Registration Number:	3136949	SIGNATURE KNITS
Serial Number:	78413396	DRAPER'S ESSENTIALS
Serial Number:	78433252	FOREVERFRIENDS

OP \$390.00 2346876

Serial Number: 78194530 DRAPER'S ESSENTIALS

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: 05/04/2007

Total Attachments: 4

source=TD Banknorth- Drapers TM Release#page1.tif

source=TD Banknorth- Drapers TM Release#page2.tif

source=TD Banknorth- Drapers TM Release#page3.tif

source=TD Banknorth- Drapers TM Release#page4.tif

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 **TD Banknorth, N.A.**, in its capacity as Agent, as defined in the Credit Agreement (as referred to below) ("Grantee"), and **Draper's & Damon's, Inc.** ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement ("Trademark Security Agreement") by and between Grantor and Grantee dated December 29, 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 Security Agreement by and between Grantor and Grantee dated December 29, 2006 (the "Security Agreement") and that certain Credit Agreement by and between Grantor and Grantee dated December 29, 2006 (the "Credit Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on January 2, 2007 at **Reel/Frame 3453/0919**; 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.

TD Banknorth, N.A., as Agent

By: Kathy A. Mahoney

Name: Kathy A. Mahoney

Title: Vice President

**Schedule "A"
TRADEMARKS**

Serial #:	75640364	Filing Dt:	02/12/1999	Reg #:	2346876	Reg. Dt:	05/02/2000
Mark:	DRAPER'S & DAMON'S						

Serial #:	75696012	Filing Dt:	05/03/1999	Reg #:	2456703	Reg. Dt:	06/05/2001
Mark:	D & D						

Serial #:	75696013	Filing Dt:	05/03/1999	Reg #:	2456704	Reg. Dt:	06/05/2001
Mark:	D&D						

Serial #:	78193608	Filing Dt:	12/11/2002	Reg #:	2766953	Reg. Dt:	09/23/2003
Mark:	DRAPER'S STUDIO						

Serial #:	78194530	Filing Dt:	12/13/2002	Reg #:	NONE	Reg. Dt:	
Mark:	DRAPER'S ESSENTIALS						

Serial #:	78270022	Filing Dt:	07/02/2003	Reg #:	2877447	Reg. Dt:	08/24/2004
Mark:	CLASSIC COMFORT						

Serial #:	78294089	Filing Dt:	08/29/2003	Reg #:	2891338	Reg. Dt:	10/05/2004
Mark:	RED BUTTON						

Serial #:	78294099	Filing Dt:	08/29/2003	Reg #:	2877618	Reg. Dt:	08/24/2004
Mark:	WEB ONLY						

Serial #:	78294113	Filing Dt:	08/29/2003	Reg #:	2901717	Reg. Dt:	11/09/2004
Mark:	RED BUTTON						

Serial #:	78371352	Filing Dt:	02/20/2004	Reg #:	3036662	Reg. Dt:	12/27/2005
Mark:	DRAPER'S & DAMON'S						

Serial #:	78371377	Filing Dt:	02/20/2004	Reg #:	3056392	Reg. Dt:	01/31/2006
Mark:	DD						

Serial #:	78371401	Filing Dt:	02/20/2004	Reg #:	3038382	Reg. Dt:	01/03/2006
Mark:	DD						

Serial #:	78413396	Filing Dt:	05/05/2004	Reg #:	NONE	Reg. Dt:	
Mark:	DRAPER'S ESSENTIALS						

Serial #:	78433252	Filing Dt:	06/10/2004	Reg #:	NONE	Reg. Dt:	
Mark:	FOREVERFRIENDS						

Serial #:	78512989	Filing Dt:	11/08/2004	Reg #:	3136949	Reg. Dt:	08/29/2006
Mark:	SIGNATURE KNITS						