

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
Barton-Cotton, Incorporated		08/09/2007	CORPORATION: MARYLAND
Barton-Cotton Sales Corporation		08/09/2007	CORPORATION: MARYLAND
Barton-Cotton Real Estate, LLC		08/09/2007	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as First Lien Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1233521	BARTON COTTON	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1639236		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$40.00 1233521

Signature:	/richard kalwa/
Date:	08/13/2007
Total Attachments: 4 source=2291548#page1.tif source=2291548#page2.tif source=2291548#page3.tif source=2291548#page4.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2007, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the First Lien Pledge and Security Agreement (referred to below)) (each a "Grantor" and, collectively, the "Grantors"), in favor of Bank of Montreal ("BMO"), as agent for the Secured Parties (as defined in the First Lien Pledge and Security Agreement) (in such capacity, the "First Lien Agent").

RECITALS

A. Pursuant to the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Barton-Cotton, Incorporated, Barton-Cotton Holding Corporation, and the Lenders (as defined in the Credit Agreement) at any time party thereto, and the First Lien Agent; the Lenders have severally agreed to extend credit to the Borrower (each as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein; and

B. The Grantors are party to that certain First Lien Pledge and Security Agreement dated as of August 9, 2007 (the "First Lien Pledge and Security Agreement") in favor of the First Lien Agent 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 First Lien Agent to enter into the Credit Agreement and to induce the Lenders to extend credit to the Borrower thereunder, each Grantor hereby agrees with the First Lien Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the First Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the First Lien Pledge and Security Agreement, as the case may be.

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 Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the First Lien Agent, for the benefit of the Secured Parties, and grants to the First Lien 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 such Trademarks and Trademark Licenses;

(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 such Trademarks and Trademark Licenses, 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, Collateral and Pledge Agreement.

3.1. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Agent pursuant to the First Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * *

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,

BARTON-COTTON, INCORPORATED
as Grantor

By Robert J. Dragone
Name: Robert Dragone
Title: President

BARTON-COTTON SALES CORPORATION
as Grantor

By Robert J. Dragone
Name: Robert Dragone
Title: President

BARTON-COTTON REAL ESTATE, LLC
as Grantor

By: Barton-Cotton, Incorporated, its sole
member

By Robert J. Dragone
Name: Robert Dragone
Title: Robert Dragone

Trademark Security Agreement (First Lien)

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

INTELLECTUAL PROPERTY

TRADEMARK	COUNTRY	OWNER	STATUS	REGISTRATION NUMBER	REGISTRATION DATE
BARTON COTTON	United States	Barton-Cotton, Incorporated	Registered	1,233,521	4/5/1983 Renewal 6/17/2003

Trademark Security Agreement (First Lien)