

Continuation Item 1

American Capital Financial Services, Inc., as Second Lien Agent

Continuation
Item 7

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Application No.	Registration No.	Application Date	Issue Date
WINTERSILKS	73700200	1523579	12/10/1987	02/07/1989
WINTERSILKS	74503005	1940484	03/21/1994	12/12/1995

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of August 23, 2007 ("Effective Date") by and between VENUS SWIMWEAR, INC., a Florida corporation and WINTERSILKS, LLC, a Florida limited liability company with its principal place of business at 11711 Marco Beach Drive Jacksonville, Florida 32224 ("Grantors"), and AMERICAN CAPITAL FINANCIAL SERVICES, INC., as agent for the lenders pursuant to that certain Credit Agreement dated as of November 10, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") and as agent for the securities purchasers pursuant to that certain Note Purchase Agreement dated as of November 10, 2006 (as amended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), having an office at 2 Bethesda Metro Center, 14th Floor, Bethesda, Maryland 20814 (in such capacity, the "First Lien Agent" and "Second Lien Agent", respectively).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated November 10, 2006 (the "First Lien Trademark Security Agreement"), the Company granted to First Lien Agent a first priority security interest in and to all of the Company's right, title and interest in and to the Trademark Collateral (as defined in the First Lien Trademark Security Agreement), including, without limitation, trademarks, trademark registrations, interests under trademark license agreements, trade names and trademark applications for which registrations have been issued or applied for in the United States Patent and Trademark Office, or in the United States or any state, territory or possession thereof, including, without limitation, the trademark registrations set forth on Schedule A attached hereto; and

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated November 10, 2006 (the "Second Lien Trademark Security Agreement", and together with the First Lien Trademark Security Agreement, the "Trademark Security Agreements"), the Company granted to Second Lien Agent a second priority security interest in and to all of the Company's right, title and interest in and to the Trademark Collateral (as defined in the Second Lien Trademark Security Agreement), including, without limitation, trademarks, trademark registrations, interests under trademark license agreements, trade names and trademark applications for which registrations have been issued or applied for in the United States Patent and Trademark Office, or in the United States or any state, territory or possession thereof, including, without limitation, the trademark registrations set forth on Schedule A attached hereto; and

WHEREAS, the Trademark Security Agreements were recorded with the United States Patent and Trademark Office ("PTO") on January 25, 2007, at Reel 3468, Frame 0747 and Reel 3468, Frame 0780 et seq.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, First Lien Agent and Second Lien Agent each hereby terminates, cancels and releases any and all security interests it has against certain the of Trademark Collateral set forth on Schedule A attached hereto (the "Trademarks"), including without limitation (i) all right, title and interest in and to the Trademarks (ii) all reissues,

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continuations or extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, the foregoing; (iv) all proceeds of the foregoing, including without limitation any claim by any Grantor against any third parties for past, present and future (a) infringement or dilution of the foregoing or (b) injury to the goodwill associated with the foregoing.

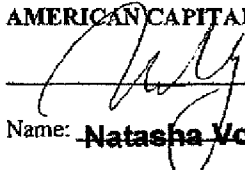
First Lien Agent and Second Lien Agent each represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks.

At Grantors' expense, First Lien Agent and Second Lien Agent shall each take all further actions, and provide to Grantors, its 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 Grantors to more fully and effectively effectuate the purposes of this Release.

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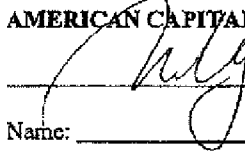
IN WITNESS WHEREOF, each of the First Lien Agent and Second Lien Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

AMERICAN CAPITAL FINANCIAL SERVICES, INC., as First Lien Agent



Name: **Natasha Volyanskaya**
Title: **Principal**

AMERICAN CAPITAL FINANCIAL SERVICES, INC., as Second Lien Agent



Name: _____
Title: **Natasha Volyanskaya**
Principal

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