Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office						
RECORDATION FO	RM COVER SHEET						
TRADEMARKS ONLY 83507 -32							
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.							
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)						
American Capital Financial	Additional names, addresses, or citizenship attached?						
Services, Inc., as First Lien Agent	Name: Wintersilks, LLC						
☐ Individual(s) ☐ Association	Internal Address:						
General Partnership Limited Partnership	Street Address: 11711 Marco Beach Drive						
Corporation- State:	City: Jacksonville						
Other	State: Florida						
Citizenship (see guidelines)	Country: USA Zip: 32224						
Additional names of conveying parties attached? Yes	Association Citizenship						
3. Nature of conveyance)/Execution Date(s) :	General Partnership Citizenship						
Execution Date(s) August 23, 2007	Limited Partnership Citizenship						
Assignment Merger	Corporation Citizenship Limited						
Security Agreement Change of Name	X Other i abi lity CoCitizenship FL If assignee is not domiciled in the United States, a domestic						
Release of Security Interest	representative designation is attached: Yes No (Designations must be a separate document from assignment)						
4. Application number(s) or registration number(s) and							
A. Trademark Application No.(s)	B. Trademark Registration No.(s)						
C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached? Yes No						
	g.v.						
6 Name 7 address of party to urban sources of							
5. Name & address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:						
Name: Laura Konrath	regionation involved.						
Internal Address: <u>Winston & Strawn LLP</u>	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65						
	Authorized to be charged by credit card						
Street Address: 35 W. Wacker Dr.	Authorized to be charged to deposit account Enclosed						
Chicago	, manual 1						
Oity.	R. Payment Information: a. Credit Card						
State: IL Zip: 60601	a. Credit Card Last 4 Numbers Expiration Date						
Phone Number: 312-558-6352 Fax Number: 312-558-5700	b. Deposit Account Number 232428						
Email Address:lkonrath@winston.com,	Authorized User Name Lava Forrath						
9. Signature:	2/22/17						
Signature	Date						
Laura Konrath	Total number of pages including cover sheet, attachments, and document:						
Name of Person Signing	silest, stadishrents, she document						

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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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Continuation Item 1

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

TRADEMARK REEL: 003611 FRAME: 0278





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

K&E \$2645747.2

TRADEMARK REEL: 003611 FRAME: 0279

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 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 <u>Trademark Security Agreement"</u>), 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 <u>Schedule A</u> attached hereto; and

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated November 10, 2006 (the "Second Lien <u>Trademark Security Agreement</u>", and together with the First Lien Trademark Security Agreement, the "Trademark Security Agreement", 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 <u>Schedule A</u> 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

Principal

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

Name:

^{Title:} Natasha Volyanskaya

Principal

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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

KAE 12/05747.2

TRADEMARK REEL: 003611 FRAME: 0283

RECORDED: 08/28/2007