

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
American Capital Financial Services, Inc., as Agent		10/03/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hanover Accessories, LLC
Street Address:	3555 Holly Lane
City:	Plymouth
State/Country:	MINNESOTA
Postal Code:	55447
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2278680	HANOVER ACCESSORIES
Registration Number:	1540416	HYPORIFIC
Registration Number:	2700544	IMPAWSTERS
Registration Number:	2156532	
Registration Number:	2131287	NICOLINA
Registration Number:	2174569	PRETENDEARS
Registration Number:	2113667	ROSECRAFT KIDS
Registration Number:	2280296	STAR STRUCK
Registration Number:	2701085	STAR STRUCK PRINCESS
Registration Number:	2755150	STICKY STONE
Registration Number:	2689109	THE GREAT PRETENDEARS
Registration Number:	2756294	THE GREAT PRETENDEARS FOR PARTY PALS
Registration Number:	2419412	UNIFORM COLORS
Registration Number:	1769272	GUM BALLS

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Registration Number:	1709931	L.J. KIDS & CO.
Registration Number:	1112692	ROSECRAFT
Registration Number:	1675001	STICKY STONES

CORRESPONDENCE DATA

Fax Number: (303)473-2720
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-473-2710
Email: docket@hollandhart.com
Correspondent Name: Scott S. Havlick
Address Line 1: 555 17th Street, Suite 3200
Address Line 2: P.O. Box 8749
Address Line 4: Denver, COLORADO 80202-8749

ATTORNEY DOCKET NUMBER:	56489.0002
NAME OF SUBMITTER:	Scott S. Havlick
Signature:	/Scott Havlick/
Date:	10/25/2007

Total Attachments: 4
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October 3, 2007

American Capital Strategies, Ltd.
American Capital Financial Services, Inc., as Agent
2 Bethesda Metro Center, 14th Floor
Bethesda, MD 20814

Ladies and Gentlemen:

Reference is made to the CONSOLIDATED, AMENDED AND RESTATED REVOLVING LOAN AND NOTE PURCHASE AGREEMENT dated as of September 22, 2005 by and among Stravina Holdings, Inc., a Delaware corporation ("Holdings"), Stravina Operating Company, LLC, a Delaware corporation (the "Company"), Stravina International Holding Company, a California corporation ("SIHC"), Hanover Accessories, Inc., a Delaware corporation ("Hanover"), Impulse! U.L.C., a Nova Scotia unlimited liability company ("Impulse" and collectively with Holdings, the Company, SIHC, Hanover, each a "Loan Party" and collectively, the "Loan Parties"), the securities purchasers party to the Loan Agreement (each a "Purchaser" and collectively, "Purchasers"), and American Capital Financial Services, Inc., a Delaware Corporation ("ACFS"), as administrative and collateral agent for Purchasers (in such capacity "Agent") as amended (the "Loan Agreement"), by and among the Loan Parties, Purchasers and Agent.

Hanover and Hanover Accessories, LLC, a Delaware limited liability company ("Buyer") have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of October 2, 2007, pursuant to which Hannover has agreed to sell to Buyer and Buyer has agreed to purchase from Hanover all or substantially all of its assets (the "Asset Sale").

Absent written consent from Agent and Purchasers, the Asset Sale transaction would result in an Event of Default under the Loan Agreement.

The Loan Parties hereby request that Agent and the Purchaser (i) consent to the Asset Sale, (ii) agree to the release of security interests covering the assets to be sold in the Asset Sale and (iii) to waive the defaults and Events of Default under the Loan Agreement that would result from the consummation of the Asset Sale.

The Loan Parties acknowledge and agree that the consent and waiver of the Agent and Purchaser evidenced by this letter are expressly conditioned on (i) the consummation of the Asset Sale pursuant to the Asset Purchase Agreement in form and substance satisfactory to Agent and (ii) application of the proceeds of the Asset Sale to pay in cash outstanding obligations owed to Purchasers under the Loan Agreement ((i) and (ii), being collectively referred to as the "Waiver Conditions"). Upon satisfaction of the Waiver Conditions, counsel to the Loan Parties shall have authority to file, on Agent's and Purchaser's behalf, a release of

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security interest covering the assets sold to Buyer as part of the Asset Sale, which shall be in form and substance satisfactory to the Agent.

This waiver letter shall become effective as of the date first above written when, and only when, Agent and the Purchaser have executed this waiver letter and when the Waiver Conditions have been satisfied. The effectiveness of this waiver letter is also conditioned upon the accuracy of the factual matters described herein. This waiver letter is subject to the provisions of Sections 13.2 and 13.3 of the Note Agreement.

The Loan Agreement and the Notes issued pursuant to the Loan Agreement, except to the extent of the waiver specifically provided above, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. The execution, delivery and effectiveness of this waiver letter shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Purchaser under the Loan Agreement, nor constitute a waiver of any provision of the Loan Agreement. No release of any security interest in, on or to the personal property subject to the Asset Sale shall operate, or be deemed or construed to operate as, a release of liens or security interests on, in or to any other portion of the Collateral not expressly sold to Buyer in the Asset Sale (including without limitation, any proceeds of the Asset Sale or any other personal property not expressly sold to Buyer in the Asset Sale).

Without giving effect to the Asset Sale, the Loan Parties affirm and acknowledge that as of October 1, 2007, the aggregate outstanding balances of the Notes issued under the Loan Agreement and all accrued and unpaid interest thereon are set forth on Schedule 1 attached hereto.

If you agree to the terms and provisions of this waiver letter, please evidence such agreement by executing and returning a counterpart of this waiver letter to the undersigned.

This waiver letter may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this waiver letter by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this waiver letter.

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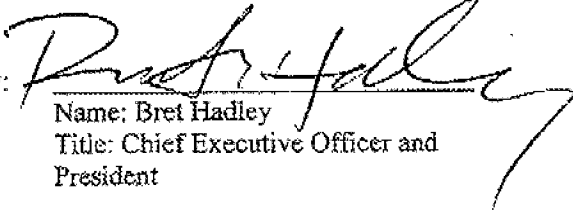
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REEL: 003647 FRAME: 0949

This waiver letter shall be governed by, and construed in accordance with, the laws of the State of Maryland, without reference to the conflicts of laws provisions thereof.

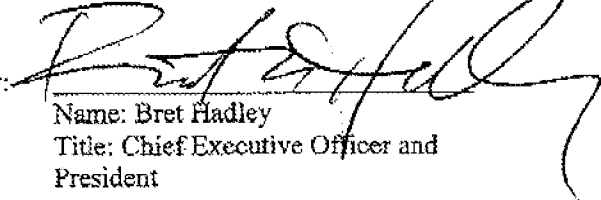
Sincerely,

LOAN PARTIES:

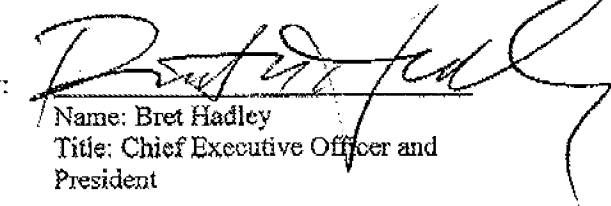
STRAVINA OPERATING COMPANY, LLC

By: 
Name: Bret Hadley
Title: Chief Executive Officer and
President

STRAVINA HOLDINGS, INC.

By: 
Name: Bret Hadley
Title: Chief Executive Officer and
President

STRAVINA INTERNATIONAL HOLDING
COMPANY

By: 
Name: Bret Hadley
Title: Chief Executive Officer and
President

HANOVER ACCESSORIES, INC.

By: 
Name: Bret Hadley
Title: Chief Executive Officer and
President

Agreed as of the date first above written:

AMERICAN CAPITAL STRATEGIES, LTD., as Purchaser

By: CTM
Name: C. T. MOORE
Title: _____

AMERICAN CAPITAL FINANCIAL SERVICES, INC., as Agent

By: CTM
Name: C. T. MOORE
Title: _____