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Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (e)

03-12-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



SHEET 83507-32 (5)
VLY

103552094

To the Director of the U. S.

attached documents or the new address(es) below.

1. Name of conveying party(ies):

Gold Violin LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Delaware Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

American Capital Financial Services, Inc., as Second Lien Term Loan Administrative Agent

Address: _____

Street Address: 2 Bethesda Metro Center

City: Bethesda

State: MD

Country: USA Zip: 20814

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) September 14, 2007

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:

Laura Konrath
Signature
Laura Konrath
Name of Person Signing

1/27/09
Date

Total number of pages including cover sheet, attachments, and document: _____

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

ORIG

Continuation
Item 4

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

	OWNER	REGISTRATION NUMBER	TRADEMARK	
1	Gold Violin LLC	2653990	Gold Violin	→ 26 53990
2	Gold Violin LLC	2639135	Gold Violin	→ 26 39135
3	Gold Violin LLC	2519292	Gold Violin	→ 25 19292

Trademark Applications:

	OWNER	APPLICATION SERIAL NO.	TRADEMARK	
4	Gold Violin LLC	78707507	Gold Violin Helpful Products for Independent Living	→ 78 / 707,507

5

Trademark Security Agreement

Trademark Security Agreement, dated as of September 14, 2007, by GOLD VIOLIN LLC, a Delaware limited liability company ("Pledgor"), in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., in its capacity as Administrative Agent pursuant to the Note Purchase Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to a Joinder Agreement of even date herewith (the "Joinder"), the Pledgor is party to a Security Agreement dated April 30, 2007 (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Joinder, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing

NY:1134759.2

the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

NY:1134759.2

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOLD VIOLIN LLC

By: Constance Hallquist
Name: Constance Hallquist
Title: Chief Executive Officer

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES,
INC., as Second Lien Term Loan Administrative
Agent

By: _____
Name:
Title:

2nd Lien Trademark Security Agreement Signature Page

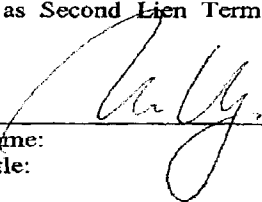
IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOLD VIOLIN LLC

By: _____
Name: _____
Title: _____

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC., as Second Lien Term Loan Administrative Agent

By:  _____
Name:
Title:

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Gold Violin LLC	2653990	Gold Violin
Gold Violin LLC	2639135	Gold Violin
Gold Violin LLC	2519292	Gold Violin

Trademark Applications:

OWNER	APPLICATION SERIAL NO.	TRADEMARK
Gold Violin LLC	78707507	Gold Violin Helpful Products for Independent Living

TO: LAURA KONRATH COMPANY: WINSTON & STRAWN LLP

01/27/2009
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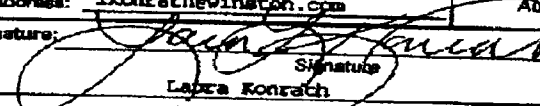
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Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0077 (exp. 9/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY** 83507-32(5)

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): Gold Violin LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State: _____ <input checked="" type="checkbox"/> Other <u>Delaware Limited Liability Company</u> Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>American Capital Financial</u> Name: <u>Services, Inc., as Second Lien Term</u> <u>Internal Loan Administrative Agent</u> Address: _____ Street Address: <u>2 Bethesda Metro Center</u> City: <u>Bethesda</u> State: <u>MD</u> Country: <u>USA</u> Zip: <u>20814</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance / Execution Date(s): Execution Date(s) <u>September 14, 2007</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-6352</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u>		6. Total number of applications and registrations involved: <u>4</u> 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
8. Signature:  Signature <u>Laura Konrath</u> Name of Person Signing		8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>232428</u> Authorized User Name <u>Laura Konrath</u> Date <u>1/27/09</u> Total number of pages including cover sheet, attachments, and document: _____	

Documents to be recorded (including cover sheet) should be faxed to (877) 273-0148, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1498, Alexandria, VA 22313-1498

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