

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amended and Restated Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Mitchell Gold Co.		08/14/2009	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC		
Street Address:	4445 Willard Avenue, 12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3459425	MG+BW	
Serial Number:	77672328	MITCHELL GOLD + BOB WILLIAMS	
Serial Number:	77672331	MG+BW	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-758-1509		
Email:	vwalker@pattonboggs.com		
Correspondent Name:	Vicky Walker, Senior Paralegal		
Address Line 1:	2001 Ross Avenue, Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	013043.0172		
NAME OF SUBMITTER:	Vicky Walker, Senior Paralegal		

OP \$90.00 3459425

Signature:	/Vicky Walker/
Date:	08/20/2009
<p>Total Attachments: 14</p> <p>source=A&R IP Security Agreement#page1.tif source=A&R IP Security Agreement#page2.tif source=A&R IP Security Agreement#page3.tif source=A&R IP Security Agreement#page4.tif source=A&R IP Security Agreement#page5.tif source=A&R IP Security Agreement#page6.tif source=A&R IP Security Agreement#page7.tif source=A&R IP Security Agreement#page8.tif source=A&R IP Security Agreement#page9.tif source=A&R IP Security Agreement#page10.tif source=A&R IP Security Agreement#page11.tif source=A&R IP Security Agreement#page12.tif source=A&R IP Security Agreement#page13.tif source=A&R IP Security Agreement#page14.tif</p>	

AMENDED AND RESTATED

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) is made and effective as of August 14, 2009, by **THE MITCHELL GOLD CO.**, a North Carolina corporation (the “**Grantor**”), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the “**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

RECITALS

WHEREAS, Grantor, the Agent, and the Lenders have entered into that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, (as amended, supplemented or otherwise modified from time to time, the “**Loan Agreement**”);

WHEREAS, Grantor, the Agent, and the other parties thereto entered into that certain Intellectual Property Security Agreement, dated as of April 4, 2003 (as amended, supplemented or otherwise modified from time to time, the “**Original IP Security Agreement**”);

WHEREAS, the Grantor and the Agent wish to amend and restate the Original IP Security Agreement;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to continue to extend credit to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest**. To secure the Grantor’s prompt, punctual and faithful payment of the Obligations and the performance of all of the Grantor’s obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of the Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the “**IP Collateral**”):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on **Schedule A** attached hereto (collectively, the “**Copyrights**”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. The Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of the Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Grantor after the execution hereof or to delete any reference to any IP Collateral in which the Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining the Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or the Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are

hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to its choice of law provisions.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Intellectual Property Security Agreement as of the date first written above.

GRANTOR:

THE MITCHELL GOLD CO.

By:



Name:

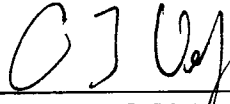
John Bousous

Title:

CFD

AGENT:

CAPITALSOURCE FINANCE LLC

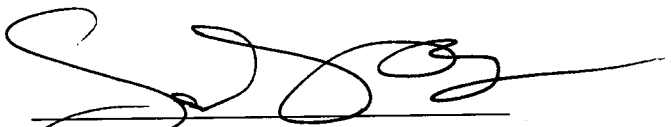
By: 
Name: Arturo J. Velez
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF North Carolina :
: SS

COUNTY OF Burke :

Before me, the undersigned, a Notary Public, on this 14 day of August, 2009, personally appeared John Bournous to me known personally, who, being by me duly sworn, did say that he/she is the CEO of The Mitchell Gold Co., as Grantor, and that said Second Amendment to Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said John Bournous acknowledged said instrument to be his/her free act and deed.



Notary Public
My Commission Expires: 10/26/2013

ACKNOWLEDGMENT

STATE OF Maryland :

: SS

COUNTY OF Montgomery :

Before me, the undersigned, a Notary Public, on this 14th day of August, 2009, personally appeared Arturo J. Veltz to me known personally, who, being by me duly sworn, did say that he/she is the Authorized Signatory CapitalSource Finance LLC, as Agent, and that said Second Amendment to Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Authorized Signatory acknowledged said instrument to be his/her free act and deed.



Rhodora B. Beljano
Notary Public
My Commission Expires: 01-28-2013

SCHEDULE A

COPYRIGHT COLLATERAL

Copyright No.	Title	Registration Date	Publication Date
VA-899-463	Cowboy on chair.	27-Feb-98	9-Sep-97
VA-899-464	Sunday morning with Mitchell Gold.	27-Feb-98	9-Sep-97
VA-899-465	Cowboy on sofa.	27-Feb-98	9-Sep-97
VA-899-466	Lulu.	27-Feb-98	9-Sep-97

SCHEDULE B

PATENT COLLATERAL

None.

SCHEDULE C


TRADEMARK COLLATERAL

A. U.S. Trademark Registrations

Mark	Serial No.	Filing Date	Registration No.	Registration Date
MITCHELL GOLD + BOB WILLIAMS	78689357	August 10, 2005	3219509	March 20, 2007
MITCHELL GOLD + BOB WILLIAMS	77672328	February 17, 2009	N/A	Pending
MG + BW	78726438	October 4, 2005	Prior Registration 2405805	
MG + BW (stylized)	78726438	October 4, 2005	3459425	July 1, 2008
MG + BW (stylized)	77672331	February 17, 2009	N/A	Pending
MG (stylized)	75767272	August 3, 1999	2405805	November 21, 2000
MITCHELL GOLD	75767273	August 3, 1999	2353811	May 30, 2000

B. International Trademarks

Mark	Jurisdiction	Serial No.	Registration No.	Registration Date
MG (stylized)	Australia	926148	926148	September 6, 2002
MG (stylized)	Canada	1085657	TMA593072	October 24, 2003
MG MITCHELL GOLD (stylized)	Australia	926149	926149	September 6, 2002

	Canada	1152343	TMA610918	May 21, 2004
MG + BW	Canada	1292777	N/A	Allowed
MG + BW	China	6913271	N/A	Pending
MG + BW	China	6913272	N/A	Pending
MG + BW	China	6913270	N/A	Pending
MG + BW	European Union	4950937	004950937	March 7, 2007
MG + BW	Mexico	911090	N/A	Pending
MITCHELL GOLD	Australia	926150	926150	September 6, 2002
MITCHELL GOLD	Brazil	822325446	822325446	December 21, 2004
MITCHELL GOLD + BOB WILLIAMS	Canada	1288971	708877	March 4, 2008
MITCHELL GOLD + BOB WILLIAMS	China	6913274	N/A	Pending
MITCHELL GOLD + BOB WILLIAMS	China	6913275	N/A	Pending
MITCHELL GOLD + BOB WILLIAMS	China	6913273	N/A	Pending
MITCHELL GOLD + BOB WILLIAMS	European Union	4894853	4894853	June 28, 2007
MITCHELL GOLD + BOB WILLIAMS	Mexico	835392	1009887	October 31, 2007
MITCHELL GOLD + BOB WILLIAMS	United Kingdom/ WO	E4894853	N/A	N/A

C. Trademark Licenses

1. The publication "Let's Get Comfortable," under the terms of the [License] Agreement dated July 31, 2006 by and between The Mitchell Gold Co. d/b/a Mitchell Gold + Box Williams and Meredith Corporation;
2. The publication of "Comfortable Home," under the terms of the Publishing Agreement dated July 30, 2009 by and between Mitchell Gold, Bob Williams, The Mitchell Gold Co. and Melcher Media, Inc.;
3. The manufacture of certain bedding and bath products under the terms of the Trademark License Agreement dated February 1, 2009 by and between The Mitchell Gold Co. and CHF Industries, Inc.; and
4. The manufacture of certain accessories under the terms of the [License] Agreement dated November 7, 2008 by and between The Mitchell Gold Co. and Global Views.

SCHEDULE D

DOMAIN NAMES

1. mitchellgold.com
2. slipcover.com
3. mgbwhome.com
4. mgandbw.com
5. mgbwhotel.com