# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Capital, Ltd. (successor by merger to American Capital Financial Services, Inc.), as Administrative Agent		04/25/2011	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Wintersilks, LLC
Street Address:	30 Tozer Road
City:	Beverly
State/Country:	MASSACHUSETTS
Postal Code:	01915
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	1523579	WINTERSILKS	
Registration Number:	1940484	WINTERSILKS	

#### **CORRESPONDENCE DATA**

Fax Number: (302)636-5454

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Co.- J. Paterson Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	781677-50
NAME OF SUBMITTER:	Jean Paterson
	TRADEMARK

TRADEMARK REEL: 004548 FRAME: 0753 1592570

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Signature:	/jep/
Date:	05/25/2011
Total Attachments: 4 source=5-26-11 Am. Capital-Wintersilks 7-TM#page1.tif source=5-26-11 Am. Capital-Wintersilks 7-TM#page2.tif source=5-26-11 Am. Capital-Wintersilks 7-TM#page3.tif source=5-26-11 Am. Capital-Wintersilks 7-TM#page4.tif	

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of April [5], 2011 ("Effective Date") by and between American Capital, Ltd. (successor by merger to American Capital Financial Services, Inc.), in its capacity as Administrative Agent (as defined in the Credit Agreement) ("Grantee"), and Wintersilks, LLC ("Grantor"). Capitalized terms used but not defined herein have the meanings given to such terms in the Security Agreement (as defined herein).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement ("<u>Trademark Security Agreement</u>") by and between Grantor and Grantee dated August 23, 2007, Grantor granted to Grantee a continuing security interest in and to the Trademarks (as defined in the Security Agreement), Goodwill (as defined in the Security Agreement) associated with such Trademarks, and all Proceeds (as defined in the Security Agreement) of any and all of the foregoing (other than Excluded Property), including, without limitation, those referred to on Schedule I hereto (collectively, the "<u>Trademark Collateral</u>").

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Security Agreement by and between Grantor (each as a "New Pledgor" pursuant to the joinder agreement dated as of August 23, 2007) and Grantee dated as of April 30, 2007 (the "Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on September 12, 2007 at Reel/Frame 3619/0815; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.

Grantee 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 Trademark Collateral.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, Grantor's 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 Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \*

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

American Capital, Ltd. (successor by merger to American Capital Financial Services, Inc.), as Administrative Agent

Ву:\_\_\_\_\_

Name: Gordon J. O'Brien

Title: president - Specialty Finance

and Operations

[Signature Page to Trademark Release]

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# SCHEDULE I

to

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

## Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Wintersilks, LLC 11711 Marco Beach Drive Jacksonville, Florida 322247615	1523579	WINTERSILKS
Wintersilks, Inc. 11711 Marco Beach Drive Jacksonville, Florida 322247615	1940484	WINTERSILKS

## Trademark Applications:

None.

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**RECORDED: 05/25/2011**