

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 FORM COVER SHEET TRADEMARKS ONLY

83507-32

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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):
Wintersilks, LLC

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached? No

Name: American Capital Financial Services, Inc.
as 2nd Lien Term Loan Administrative Agent
 Internal

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 _____
 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) August 23, 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) _____

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

Additional sheet(s) attached? Yes No

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: 2

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

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: [Signature] Signature _____ Date 9/12/07

Name of Person Signing Laura Konrath

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

CH \$65.00 232428 1523579

Continuation
Item 4

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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Trademark Security Agreement

Trademark Security Agreement, dated as of August 23 2007, by WINTERSILKS, LLC, a Florida 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


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]

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.

WINTERSILKS, LLC

By: 
Name: David Walde
Title: Chief Financial Officer

Accepted and Agreed:

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

By: _____
Name:
Title:

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.

WINTERSILKS, LLC

By: _____
Name: _____
Title: _____

Accepted and Agreed:

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

By:  _____
Name: _____
Title: **Natasha Volyanskaya**

p, Principal

2nd Lien Trademark Security Agreement Signature Page

NY:1138219.3

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Wintersilks, Inc. 11711 Marco Beach Drive Jacksonville, Florida 322247615	1940484	WINTERSILKS

Trademark Applications:

None.

NY:1130218.3

TRADEMARK
REEL: 003619 FRAME: 0821

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Trademark Applications:

None.

NY:1130218.3