

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
AmeriMark Direct LLC		12/14/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc., as Administrative Agent
Street Address:	44 Whippany Road
City:	Morristown
State/Country:	NEW JERSEY
Postal Code:	07960
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	1835389	WINDSOR
Registration Number:	2648156	AMERIMARK
Registration Number:	2676385	AMERIMARK DIRECT
Registration Number:	3071913	AMERIMARK PREMIER EASY PAY PLAN
Registration Number:	3121641	ANGEL STEPS
Registration Number:	1216804	ANTHONY RICHARDS
Registration Number:	1205801	ANTHONY RICHARDS
Registration Number:	2466464	BAG TAG
Registration Number:	2994762	BEAUTY BOUTIQUE
Registration Number:	2013816	BUNDLE OF JOY
Registration Number:	3023998	COMPLEMENTS BY ANTHONY RICHARDS
Registration Number:	3064490	ESSENTIALS BY ANTHONY RICHARDS
Registration Number:	2143150	FOOT WISE
Registration Number:	2244807	HEALTH SOLUTIONS

OP \$765.00 1835389

Registration Number:	2789874	KIDZONE!
Registration Number:	1973313	MAGIC LIFT
Serial Number:	78500641	MIRACLE MINUTE FACE LIFT CREAM BY BEAUTY BOUTIQUE
Serial Number:	78770256	PASSPORT TO SECURITY
Serial Number:	76217112	SUE SCOTT
Serial Number:	78279982	SUE SCOTT
Serial Number:	78426007	TIME FOR ME DEDICATED TO THE ART OF WELL-BEING
Serial Number:	78851297	TIME FOR ME SKINCARE
Serial Number:	78851316	TIME FOR ME SKINPHORIA
Serial Number:	76231664	TOT TIME
Serial Number:	76464449	WINDSOR COLLECTION
Serial Number:	77310039	CASUAL LIFESTYLE COLLECTION
Serial Number:	77245561	TIME FOR ME
Serial Number:	77245522	TIME FOR ME DEDICATED TO THE ART OF WELL-BEING
Serial Number:	77135383	ANGEL PILLOWS
Serial Number:	77111159	EZRETURNLABEL

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039686-0001
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	12/14/2007

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of December 14, 2007, made by AMERIMARK HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), AMERIMARK DIRECT LLC, a Delaware limited liability company ("AmeriMark"), AMERIMARK INTERMEDIATE SUB, INC., a Delaware corporation ("Intermediate Holdco"), DR. LEONARD'S HEALTHCARE CORP., a Delaware corporation (successor by merger to MODERN COUPON SYSTEMS, INC., a New York corporation, HIGH RESPONSE HOLDINGS, INC., a Delaware corporation, and AMERIMARK MERGER SUB, INC., a Delaware corporation, and also known as DR. LEONARD'S HEALTHCARE CATALOG, DR. LEONARD'S HEALTHCARE, and CAROL WRIGHT GIFTS) ("Dr. Leonard's") and NATIONAL DISCOUNT BENEFIT SERVICE, LLC, an Ohio limited liability company (collectively, the "Grantors", and each individually a "Grantor"), in favor of THE CIT GROUP/BUSINESS CREDIT, INC., as administrative agent (together with its successors, in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to in the remainder of this sentence), in connection with the Credit Agreement, dated as of December 14, 2007 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement"), among Holdings, AmeriMark, Intermediate Holdco, Dr. Leonard's, the banks and other financial institutions or entities from time to time party thereto as lenders (the "Lenders") and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of December 14, 2007, made by the Grantors and the other grantors party thereto in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Collateral Agreement"), each Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Collateral (as defined in the Collateral Agreement) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Administrative Agent agree as follows:

Section 1. Defined Terms

Capitalized terms used but not defined herein shall have the meanings given to them in the Collateral Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(i) (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (b) the right to obtain all renewals thereof;

(ii) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to on Schedule A hereto; and

(iii) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, that no United States intent-to-use trademark or service mark application filed on the basis of a Grantor’s intent-to-use such mark shall be included in the Collateral unless and until evidence of the use of such mark in interstate commerce is submitted to and accepted by the United States Patent and Trademark Office, and each Grantor acknowledges that immediately upon such acceptance by the United States Patent and Trademark Office, all interests of such Grantor in such mark shall automatically be subject to a security interest in favor of the Administrative Agent and shall be included in the Collateral.

The security interests granted pursuant to this Agreement are granted concurrently, and in conjunction, with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Section 3. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement.

Section 4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 5. Recordation

Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

Section 6. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above.

GRANTORS:

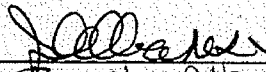
AMERIMARK HOLDINGS, LLC

By: 
Name: Joseph Albanese
Title: Chief Financial Officer

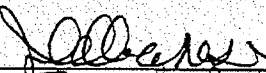
AMERIMARK DIRECT LLC

By: _____
Name:
Title:

AMERIMARK INTERMEDIATE SUB,
INC.

By: 
Name: Joseph Albanese
Title: Chief Financial Officer

DR. LEONARD'S HEALTHCARE CORP.

By: 
Name: Joseph Albanese
Title: VP, Finance & CFO

NATIONWIDE DISCOUNT BENEFIT
SERVICE, LLC

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above.

GRANTORS:

AMERIMARK HOLDINGS, LLC

By: _____
Name:
Title:

AMERIMARK DIRECT LLC

By: *Louis Giesler*
Name: Louis Giesler,
Title: President, AmeriMark Direct LLC

AMERIMARK INTERMEDIATE SUB,
INC.

By: _____
Name:
Title:

DR. LEONARD'S HEALTHCARE CORP.

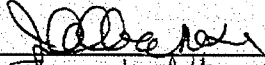
By: _____
Name:
Title:

NATIONWIDE DISCOUNT BENEFIT
SERVICE, LLC

By: *Louis Giesler*
Name: Louis Giesler,
Title: President, AmeriMark Direct LLC

[Signature Page to Trademark Security Agreement]

DR. LEONARD'S DME, LLC

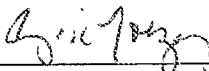
By: 
Name: Joseph Albanese
Title: VP, Finance + CFO of
Dr. Leonard's Healthcare Corp.

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003678 FRAME: 0843

ADMINISTRATIVE AGENT:

THE CIT GROUP/BUSINESS CREDIT, INC., as
Administrative Agent

By: 
Name: Eric Toizer
Title: Managing Director

Schedule A
to
Trademark Security Agreement

[Schedule to Trademark Security Agreement]

TRADEMARK
REEL: 003678 FRAME: 0845

TRADEMARKS

Country	Trademark	App. Date	App. No.	Reg. Date	Reg. No	Status/ Comments
United States	DR. LEONARD'S	74/342,794	12/23/1992	2/1/1994	1,818,850	Registered
United States	DR. LEONARD'S	12/21/2005	78/778,491			Pending
United States	HEAD TO TOE THE COMFORT STORE				2,109,476	Cancelled 7/31/2004
United States	CAROL WRIGHT GIFTS	9/10/1998	75/550,764	11/2/1999	2,290,178	Registered
United States	CAROL WRIGHT	4/13/1989	73/792,978	12/12/1989	1,571,261	Registered
United States	CAROL WRIGHT (STYLIZED)	4/10/1989	73/792,702	1/30/1989	1,571,260	Registered
United States	MORE THAN EVER, IT PAYS TO GO SHOPPING WITH CAROL				2,292,610	Cancelled 8/19/2006
United States	MORE THAN EVER, IT PAYS TO GO SHOPPING WITH CAROL	5/9/2006	78/879,856			Pending
United States	CAROL WRIGHT SELECTIONS	7/21/2006	78/934,520			Pending
United States	MISCELLANEOUS DESIGN	8/4/1988	73/744,019	6/6/1989	1,542,841	Registered
United States	DR. LEONARD'S MEDICAL	9/27/2006	77/008,509			Abandoned 6/18/2007
United States	DR. LEONARD'S MEDICAL	9/27/2006	77/008,495			Abandoned 6/18/2007
United States	DR. LEONARD'S HOUSE CALLS	8/7/2006	78/946,599			Pending
United States	DR. LEONARD'S HOUSE CALLS	9/27/2006	77/008,517			Pending
United States	DR. LEONARD'S HOUSE CALLS WITH LOGO	11/13/2006	77/042,827	10/23/2007	3,315,687	Registered
United States	REJUVENATE - IDEAS TO RENEW, RELIEVE & RELAX	5/16/2007	77/182,679			Pending

United States	REJUVENATE - IDEAS TO RENEW, RELIEVE AND RELAX and Design	9/21/2007	77/285,421			Pending
United States	CAROL WRIGHT	12/8/2006	77/059,903			Pending
United States	SELECTIONS BY CAROL	07/21/2007	78/934,514			Abandoned
United States	HEALTH & COMFORT	5/16/2007	77/182,675			Pending
Canada	DR. LEONARD'S	5/24/2006	1302,727			Pending
Canada	DR. LEONARD'S			7/9/1998	TMA497211	Pending
Canada	CAROL WRIGHT				TMA555636	Registered
	CAROL					Common Law Rights Only

AmeriMark Trademarks, Trademark Licenses

Country	Trademark	App. Date	App. No.	Reg. Date	Reg. No	Record Owner/Liens	Status/ Comments
United States	WINDSOR	11/9/1992	74/329,317	5/10/1994	1,835,389	Amerimark Direct LLC	Registered
United States	AMERIMARK & DESIGN	9/7/2000	76/123,906	11/12/2002	2,648,156	Amerimark Direct LLC	Registered
United States	AMERIMARK DIRECT	11/30/2000	76/174,450	1/21/2003	2,676,385	Amerimark Direct LLC	Registered
United States	AMERIMARK PREMIER EASY PAY PLAN	3/3/2004	78/377,568	3/21/2006	3,071,913	Amerimark Direct LLC	Registered
United States	ANGEL STEPS	5/14/2004	78/418,704	7/25/2006	3,121,641	Amerimark Direct LLC	Registered
United States	ANTHONY RICHARDS* †	12/19/1980	73/290,448	11/16/1982	1,216,804	Amerimark Direct LLC	Registered
United States	ANTHONY RICHARDS* †	12/19/1980	73/290,334	8/17/1982	1,205,801	Amerimark Direct LLC	Registered
United States	BAG TAG * †	7/15/1999	75/752,101	7/3/2001	2,466,464	Amerimark Direct LLC	Registered
United States	BEAUTY BOUTIQUE	5/28/2004	78/426,728	9/13/2005	2,994,762	Amerimark Direct LLC	Registered
United States	BUNDLE OF JOY	12/14/1995	75/032,694	11/5/1996	2,013,816	Amerimark Direct LLC	Registered
United States	COMPLEMENTS BY ANTHONY RICHARDS	3/28/2001	76/231,663	12/6/2005	3,023,998	Amerimark Direct LLC	Registered
United States	ESSENTIALS BY ANTHONY RICHARDS	7/6/2004	78/446,040	2/28/2006	3,064,490	Amerimark Direct LLC	Registered
United States	FOOT WISE* †	12/19/1995	75/034,369	3/10/1998	2,143,150	Amerimark Direct LLC	Registered
United States	HEALTH SOLUTIONS* †	4/5/1995	74/655,755	5/11/1999	2,244,807	Amerimark Direct LLC	Registered
United States	KIDZONE!	9/6/2002	78/161,300	12/2/2003	2,789,874	Amerimark Direct LLC	Registered
United States	MAGIC LIFT* †	4/7/1994	74/509,909	5/7/1996	1,973,313	Amerimark Direct LLC	Cancelled 2/26/2001

Country	Trademark	App. Date	App. No.	Reg. Date	Reg. No	Record Owner/Liens	Status/ Comments
United States	MIRACLE MINUTE FACE LIFT CREAM BY BEAUTY BOUTIQUE*	10/15/2004	78/500,641			Amerimark Direct LLC	Pending
United States	NATIONWIDE DISCOUNT BENEFIT SERVICE	10/27/1998	75/576,488	3/14/2000	2,328,507	Nationwide Discount Benefit Service, LLC	Registered
United States	PASSPORT TO HEALTH	6/2/2003	78/256,742	8/9/2005	2,983,931	Nationwide Discount Benefit Service, LLC	Registered
United States	PASSPORT TO SAVINGS	3/26/1999	75/668,967	8/22/2000	2,380,061	Nationwide Discount Benefit Service, LLC	Registered
United States	FEELGOOD STORE	9/5/2006	78/966,804			Nationwide Discount Benefit Service, LLC	Pending. To be transferred with the purchase of FGS - not filed by AmeriMark.
United States	PASSPORT TO SECURITY	12/9/2005	78/770,256			Amerimark Direct LLC	Pending
United States	SUE SCOTT	2/27/2001	76/217,112	9/2/2003	2,759,594	Amerimark Direct LLC	Registered
United States	SUE SCOTT	7/29/2003	78/279,982	8/10/2004	2,871,736	Amerimark Direct LLC	Registered
United States	TIME FOR ME DEDICATED TO THE ART OF WELL- BEING	5/27/2004	78/426,007	6/20/2006	3,107,800	Amerimark Direct LLC	Registered
United States	TIME FOR ME SKINCARE	3/31/2006	78/851,297			Amerimark Direct LLC	Pending
United States	TIME FOR ME SKINPHORIA	3/31/2006	78/851,316			Amerimark Direct LLC	Pending
United States	TOT TIME	3/28/2001	76/231,664	7/16/2002	2,595,894	Amerimark Direct LLC	Registered
United States	WINDSOR COLLECTION	11/5/2002	76/464,449	5/11/2004	2,839,616	Amerimark Direct LLC	Registered

Country	Trademark	App. Date	App. No.	Reg. Date	Reg. No	Record Owner/Liens	Status/ Comments
United States	CASUAL LIFESTYLE COLLECTION	10/22/2007	77/310,039			Amerimark Direct LLC	Pending
United States	TIME FOR ME	8/2/2007	77/245,561			Amerimark Direct LLC	Pending
United States	TIME FOR ME DEDICATED TO THE ART OF WELL-BEING	8/2/2007	77/245,522			Amerimark Direct LLC	Pending
United States	ANGEL PILLOWS	3/20/2007	77/135,383			Amerimark Direct LLC	Pending
United States	EZRETURN LABEL	2/20/2007	77/111,159			Amerimark Direct LLC	Pending
Ohio State	ANTHONY RICHARDS* †				11/25/1996	Amerimark Direct LLC	Registered
Ohio State	BEAUTY BOUTIQUE				11/25/1996	Amerimark Direct LLC	Registered
Ohio State	LINGERIE PLACE				11/25/1996	Amerimark Direct LLC	Registered
Ohio State	LINGERIE WAREHOUSE				11/25/1996	Amerimark Direct LLC	Registered
Ohio State	STORK KIT				9/3/2004	Amerimark Direct LLC	Registered
Canada	AMERIMARK & DESIGN	10/16/2000	1078,933			Amerimark Direct LLC	Abandoned
Canada	AMERIMARK & DESIGN	11/9/2001	1121,526			Amerimark Direct LLC	Registered
Canada	WINDSOR †	4/29/1991	680975			Transamerica Holdings, LLC (Delaware LLC)	Registered. The record owner, Transamerica Holdings, LLC (Delaware LLC), is a predecessor-in-interest to Amerimark.