

REC

06-03-2002

SHEET

U.S. DEPARTMENT OF
Patent and Trademark



102109508

Tab settings

To the Honorable Commissioner of Patents and Trademarks

ached original documents or copy thereof.

1. Name of conveying party(ies):
Dr. Leonard's Healthcare Corp.

6-3-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State DE
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

May 24, 2002

Execution Date:

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address:

Street Address : 311 South Wacker Drive, Ste 6400

City: Chicago State: IL Zip: 60606

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation State DE
☐ Other

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

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or trademark

A. Trademark Application No.(s)
- None

B. Trademark Registration
-See the Attached-

Additional numbers attached? Yes

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

Name:

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

Street Address:

City: Stat ZIP

6. Total number of applications and registrations

8

7. Total fee (37 CFR) \$ 215.00

- ☒ Enclosed
☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Terese M. Scholl

Name of Person

Terese M. Scholl

Signature

05/29/02

Date

9

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

06/04/2002 6TON11 00000064 2290178

01 FC:481
02 FC:482

40.00 OP
175.00 OP

TRADEMARK
REEL: 002516 FRAME: 0770

Trademarks

Mark	Jurisdiction	Registration Number
CAROL WRIGHT GIFTS	United States	Reg. No. 2,290,178
CAROL WRIGHT	United States	Reg. No. 1,571,261
CAROL WRIGHT (Stylized)	United States	Reg. No. 1,571,260
MORE THAN EVER, IT PAYS TO GO SHOPPING WITH CAROL	United States	Reg. No. 2,292,610
CAROL WRIGHT	Canada	No. 760,263
CAROL		Common law rights only
DR. LEONARD'S	United States	Reg. No. 1,818,850
DR. LEONARD'S	Canada	Reg. No. 497,211
APPLECREEK	United States	Reg. No. 2,146,072
MISCELLANEOUS DESIGN (attached hereto as Attachment 3.08(A))	United States	Reg. No. 1,542,841
HEALTH & COMFORT	United States	Reg. No. 2,146,072

Trademark Licenses

1. Roaman's trademarks (pursuant to Dr. Leonard's Catalog Agreement dated July 1, 1997, as amended as of April 23, 2002, between Brylane L.P. and Dr. Leonard's).
2. Visa/MCI trademarks (used pursuant to the Member Agreement dated October 16, 1992 between Litle & Company, Inc., National Processing Company, Inc., First National Bank of Louisville and Dr. Leonard's, as amended, supplemented or otherwise modified, from time to time.

TRADEMARK SECURITY AGREEMENT

WHEREAS, Dr. Leonard's Healthcare Corp., a Delaware corporation as successor by merger with DRL Acquisition Inc. ("**Grantor**"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into a Credit Agreement dated as of May 24, 2002 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), with Antares Capital Corporation, as agent ("**Agent**") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "**Lenders**"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Borrower and Agent (in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "**Liabilities**" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and

the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 24th day of May, 2002.

**DR. LEONARD'S HEALTHCARE
CORP.**, a Delaware corporation as
successor by merger with DRL Acquisition
Inc.

By: 

Name: Jonathan Stein

Title: Vice President and Assistant Secretary

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 

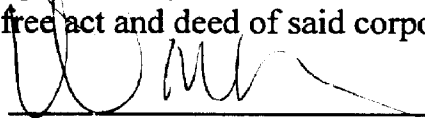
Name: Chester R. Zara

Title: Director

ACKNOWLEDGMENT

STATE OF NY)
COUNTY OF NY)ss.

On the 24th day of May, 2002, before me personally appeared Jonathan Stein, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he/she is Vice President and Assistant Secretary of Dr. Leonard's Healthcare Corp., a Delaware corporation, described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{Seal}

My commission expires:

WINNIE LEE
Notary Public, State of New York
No. 01LE5056490
Qualified in New York County
Commission Expires 03/04/2004

MISCELLANEOUS DESIGN



Serial No. 73/744,019

Reg. No. 1,542,841