

11-07-2003



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

102708441

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5-6-03
AmeiMark Direct LLC

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

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

2. Name and address of receiving party(ies)
Name: KeyBank National Association

Internal Address: _____

Street Address: 127 Public Square

City: Cleveland State: Ohio Zip: 44114

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 10, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76174450

B. Trademark Registration No.(s)
2648156

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: David E. Phillips, Esq.

Internal Address: _____

3900 Key Center

Street Address: 127 Public Square

City: Cleveland State: Ohio Zip: 44114

6. Total number of applications and registrations involved: 25


7. Total fee (37 CFR 3.41) \$640.00
 Enclosed
 Authorized to be charged to deposit account

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 copy of the original document.

David E. Phillips  March 27, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 17

05/08/2003 6TON11

00000106 76174450

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

01 FC:8521
02 FC:8522

40.00 OP
600.00 OP

TRADEMARK
REEL: 002863 FRAME: 0345

Attachment to Form PTO-1594

Continuation to Item 4:

Trademark Application Numbers:

76231663

78161300

76217112

76464449

Trademark Registration Numbers:

1216804

1205801

2386407

2466464

2013816

2179419

2143150

2244807

1456832

1821405

1973313

1883648

2328507

2380061

2595894

2455887

1835389

2373894

1796692

AMENDED AND RESTATED
INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 10th day of March, 2003, by AMERIMARK DIRECT LLC, a Delaware corporation ("Pledgor") in favor of KEYBANK NATIONAL ASSOCIATION ("Bank").

1. Recitals.

Pledgor is entering into that certain Amended and Restated Credit and Security Agreement, dated as of March 10, 2003, with TRANSAMERICA DISCOUNT BUYING SERVICES, L.L.C., a Delaware corporation ("TDBS" and, together with Pledgor, collectively, "Borrowers" and, individually, each a "Borrower"), and Bank (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that Bank grant to Borrowers the financial accommodations as described in the Credit Agreement.

Pledgor deems it to be in the direct pecuniary and business interests of Pledgor that Borrowers obtain from Bank the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit, as each is hereinafter defined, provided for in the Credit Agreement.

Pledgor understands that Bank is willing to grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Pledgor grant to Bank a security interest in and collateral assignment of the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation granted to Borrowers by Bank and for other valuable considerations.

This Agreement amends and restates that certain Collateral Assignment and Security Agreement, dated as of March 31, 1998, executed by Pledgor in favor of Bank.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in Chapter 1309 of the Ohio Revised Code, as in effect from time to time, are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A attached hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, industrial designs, copyright registrations and other intellectual property, whether federal, state or foreign,

including, but not limited to, those listed on Schedule 1 hereto (as such Schedule may from time to time be amended, supplemented, restated or otherwise modified); (b) common law trademark rights, copyrights, confidential information, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Bank is the loss payee thereof), or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds, as defined in the Credit Agreement, of any of the foregoing.

“Debt” shall mean, collectively, (a) all Loans and Letters of Credit; (b) all other Indebtedness or other obligations now owing or hereafter incurred by Borrowers to Bank pursuant to the Credit Agreement and the Notes executed in connection therewith; (c) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (d) all interest from time to time accruing on any of the foregoing, and all fees and other amounts payable to Bank pursuant to the Credit Agreement or any other Loan Document; (e) all obligations and liabilities of Borrowers now existing or hereafter incurred to Bank (or any affiliate of Bank) under, arising out of, or in connection with any Hedge Agreement; (f) every other liability, now or hereafter owing to Bank (or any affiliate of Bank) by a Borrower or Pledgor, and includes, without limitation, every liability, whether owing by only a Borrower or Pledgor or by such Borrower or Pledgor with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by a quasi-contract, tort, statute or other operation of law, whether incurred directly to Bank (or such affiliate) or acquired by Bank (or such affiliate) by purchase, pledge or otherwise and whether participated to or from Bank (or such affiliate) in whole or in part; and (g) all Related Expenses.

“Event of Default” shall mean an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“Hedge Agreement” shall mean any currency swap or hedge agreement, interest rate swap, cap, collar or floor agreement, or other interest rate management device entered into by any Borrower with Bank, or any of its affiliates.

“Letter of Credit” shall mean any Letter of Credit, as defined in the Credit Agreement, issued pursuant to the Credit Agreement.

“Loan” shall mean any Loan, as defined in the Credit Agreement, granted pursuant to the Credit Agreement.

“Person” shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

“Related Expenses” shall mean any and all costs, liabilities and expenses (including, without limitation, losses, damages, penalties, claims, actions, reasonable attorneys’ fees, legal expenses, judgments, suits and disbursements) (a) incurred by, imposed upon or asserted against Bank in any attempt by Bank to (i) obtain, preserve, perfect or enforce any security interest evidenced by this Agreement, the Credit Agreement or any Related Writing; (ii) obtain payment, performance or observance of any and all of the Debt; or (iii) maintain, insure, audit, collect, preserve, repossess or dispose of any of the Collateral or any other collateral securing the Debt, including, without limitation, costs and expenses for appraisals, assessments and audits of Pledgor or any such collateral; or (b) incidental or related to (a) above, including, without limitation, interest thereupon from the date incurred, imposed or asserted until paid at the Default Rate.

“USPTO” shall mean the United States Patent and Trademark Office in Washington D.C.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Bank shall at all times have, and hereby grants to Bank, a security interest in and an assignment of all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Bank of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor represents and warrants to Bank as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

4.2. The Collateral is valid and enforceable;

4.3. Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms; and

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on Pledgor.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral without Bank's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Pledgor hereby grants to Bank and its employees and agents the right, during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. Event of Default.

8.1. Any of the following shall constitute an Event of Default under this Agreement: (a) an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; (b) any representation, warranty or statement made by Pledgor in or pursuant to this Agreement or in any other writing received by Bank in connection with the Debt shall be false or erroneous in any material respect; or (c) Pledgor shall fail or omit to perform or observe any agreement made by Pledgor in or pursuant to this Agreement or in any other writing received by Bank pursuant hereto.

8.2. Pledgor expressly acknowledges that Bank shall record this Agreement with the USPTO. Contemporaneously herewith, Pledgor shall execute and deliver to Bank the Assignment, which Assignment shall have no force and effect and shall be held by Bank in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Bank in the form reflected on the face of the Assignment and Bank may, in its sole discretion, record the Assignment with USPTO.

8.3 If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Bank to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon

such terms and in such manner as Bank may deem advisable, Bank, in its discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Bank determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Bank shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Bank may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Bank may apply the net proceeds of each such sale to or toward the payment of the Debt, whether or not then due, in such order and by such division as Bank in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Debt shall remain liable for any deficiency. In addition, Bank shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Bank in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Bank, and, until so paid, shall be added to the principal amount of the Debt.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Bank in writing, Pledgor shall have the duty to prosecute diligently any patent, trademark, servicemark or copyright application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Bank, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. Bank's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Bank shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Bank for all damages, reasonable costs and expenses, including attorneys' fees incurred by Bank in connection with the provisions of this Section 11, in the event Bank elect to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Bank to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Bank's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Bank, may, but is not obligated to, do so in Pledgor's name or in Bank's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Bank, upon request, in full for all expenses, including attorneys' fees, incurred by Bank in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Bank, enter into such additional documents or instruments as may be required by Bank in order to effectuate, evidence or perfect Bank's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Bank prompt written notice thereof.

16. Modification for New Collateral. Pledgor hereby authorizes Bank to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Bank's request, Pledgor shall execute any documents or instruments required by Bank in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

17. No Waiver. No course of dealing between Pledgor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Bank with respect to the Collateral, whether established hereby or by the Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Bank. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

21. Headings. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement.

22. Successors and Assigns. This Agreement shall be binding upon Pledgor and Pledgor's successors and assigns and shall inure to the benefit of and be enforceable and exercisable by Bank and its successors and assigns.

23. Assignment. This Agreement shall not be assigned by Pledgor without the prior written consent of Bank. Any attempted assignment or transfer without the prior written consent of Bank shall be null and void.

24. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address of Pledgor specified on the signature page of this Agreement, and, if to Bank, mailed or delivered to it, addressed to the address of Bank specified on the signature page of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Pledgor to Bank pursuant to any of the provisions hereof shall not be effective until received by Bank.

25. Termination. At such time as the Debt shall have been irrevocably paid in full, the Commitment terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Bank, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Agent shall promptly execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Bank's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Bank pursuant hereto.

26. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

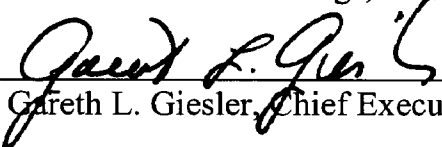
[Remainder of page intentionally left blank.]

27. JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG BANK, BORROWERS AND PLEDGOR, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF ANY BANK TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG BORROWER, PLEDGOR AND BANK, OR ANY THEREOF.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 10th day of March, 2003.

Address: 6864 Engle Road
Cleveland, Ohio 44120
Attention: _____

AMERIMARK DIRECT LLC,
fka TransAmerica Holdings, L.L.C.

By: 
Gareth L. Giesler, Chief Executive Officer

SCHEDULE 1

Country	Reference	Filed	Appl#	RegDt	Reg#	Status	Classes
AMERIMARK & DESIGN							
Canada	T34151CA0	11/9/01	1,121,526			Pending	N/A
United States	T32834US0	9/7/00	76/123,906	11/12/02	2,648,156	Registered	035
AMERIMARK DIRECT							
United States	T33159US0	11/30/00	76/174,450			Pending	035
ANTHONY RICHARDS							
Ohio	T33933OH			11/25/96	226581	Registered	
United States	T21033US0	12/19/80	73/290,448	11/16/82	1,216,804	Registered	025
United States	T21034US0	12/19/80	73/290,334	8/17/82	1,205,801	Registered	042
BABY'S BIRTHDAY BASH							
United States	T33152US0	11/12/98	75/587,550	9/12/00	2,386,407	Registered	035
BAG TAG & DESIGN							
United States	T31865US0	7/15/99	75/752,101	7/3/01	2,466,464	Registered	018
BEAUTY BOUTIQUE							
Ohio State	T33934OH			11/25/96	226,582	Registered	
BUNDLE OF JOY							
United States	T29185US0	12/14/95	75/032,694	11/5/96	2,013,816	Registered	035
COLD-B-GONE							
United States	T29787US0	12/6/96	75/209,266	8/4/98	2,179,419	Registered	005
COMPLEMENT BY ANTHONY RICHARDS							
United States	T33425US0	3/28/01	76/231,663			Pending	035
FOOTWISE							
United States	T29187US0	12/19/95	75/034,369	3/10/98	2,143,150	Registered	005,010
HEALTH SOLUTIONS							
United States	T28817US0	4/5/95	74/655,755	5/11/99	2,244,807	Registered	018
HELENA WINDSOR							
United States	T26677US0			9/22/87	1,456,832	Registered	042
KIDZONE!							
United States	T34969US0	9/6/02	78/161,300			Pending	035
LINGERIE PLACE							
Ohio State	T33935OH			11/25/96	226,583	Registered	
LINGERIE WAREHOUSE							
Ohio State	T33936OH			11/25/96	226,584	Registered	
LOVING CHOICE							
United States	T27668US0	5/11/93	74/400,421	2/15/94	1,821,405	Registered	N/A
MAGIC LIFT							
United States	T28057US0	4/7/94	74/509,909	5/7/96	1,973,313	Registered	025
MEMORYWARE							
United States	T27851US0	10/26/93	74/452,006	3/15/95	1,883,648	Registered	025
NATIONWIDE DISCOUNT BENEFIT SERVICES							
Ohio		10/8/98			LL3477	Registered	
United States	T3109US0	10/27/98	75/576,488	3/14/00	2,328,507	Registered	N/A
PASSPORT TO SAVINGS							
United States	T31646US0	3/26/99	75/688,967	8/22/00	2,380,061	Registered	035

Country	Reference	Filed	Appl#	RegDt	Reg#	Status	Classes
STORK-KIT, INC. Ohio State	T33937OH			11/22/99	127,685	Registered	
SUE SCOTT United States	T33362US0	2/27/01	76/217,112			Allowed	014,025
TOT TIME United States	T33435US0	3/28/01	76/231,664	7/16/02	2,595,894	Registered	035
TRANSAMERICA BENEFIT SERVICES United States	T31096US0	10/27/98	75/576,478	5/29/01	2,455,887	Registered	035
WINDSOR Canada	T26529CA0	4/29/91	680,975	8/6/93	415149	Registered	
United States	T32556US0	11/9/92	74/329,317	5/10/94	1,835,389	Registered	014,042
WINDSOR COLLECTION United States	T35108US0	11/5/02	76/464,449			Pending	035
YOUNG AT HEART United States	T31178US0	11/17/98	75/590,405	8/1/00	2,373,894	Registered	
YOUTH FORMULA United States	T26260US0	11/2/90	74/111,732	10/5/93	1,796,692	Registered	003

DBA'S
Beauty Boutique
Healthy Living

EXHIBIT A

THIS DOCUMENT SHALL BE HELD BY BANK, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE AMENDED AND RESTATED INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (THE "AGREEMENT"), DATED AS OF MARCH 10, 2003, EXECUTED BY AMERIMARK DIRECT LLC, A DELAWARE CORPORATION ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "BANK"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF BANK CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT BANK HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION

By: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, AMERIMARK DIRECT LLC, a Delaware corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Amended and Restated Intellectual Property Collateral Assignment Agreement, dated as of March 10, 2003 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KEYBANK NATIONAL ASSOCIATION (together with its successors and assigns, "Bank"), pursuant to which Pledgor has granted to Bank, a security interest in and collateral assignment of the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and collateral assignment of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Bank's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby

transfer, assign and set over unto Bank, and its successors, transferees and assigns, all of its existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications and copyright registrations, whether federal or state; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Bank, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Bank has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on March 10, 2003.

AMERIMARK DIRECT LLC,
fka TransAmerica Holdings, L.L.C.

By: _____
Gareth L. Giesler, Chief Executive Officer