

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release and Reassignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation, as Agent		04/28/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dr. Leonard's Healthcare Corp.
Street Address:	100 Nixon Lane
City:	Edison
State/Country:	NEW JERSEY
Postal Code:	08837
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2290178	CAROL WRIGHT GIFTS
Registration Number:	1571261	CAROL WRIGHT
Registration Number:	1571260	CAROL WRIGHT
Registration Number:	2292610	MORE THAN EVER, IT PAYS TO GO SHOPPING WITH CAROL
Registration Number:	1818850	DR. LEONARD'S
Registration Number:	2146072	APPLECREEK

CORRESPONDENCE DATA

Fax Number: (312)577-4752

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

Email: penelope.johnson@kmzr.com

Correspondent Name: Penelope S. Johnson

Address Line 1: 525 W. Monroe

Address Line 2: Katten Muchin Zavis Rosenman

Address Line 4: Chicago, ILLINOIS 60661

TRADEMARK

900023858

REEL: 003075 FRAME: 0314

CH \$165.00 2290178

NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	04/28/2005
Total Attachments: 4 source=C18N-Exchange-04282005-155537#page1.tif source=C18N-Exchange-04282005-155537#page2.tif source=C18N-Exchange-04282005-155537#page3.tif source=C18N-Exchange-04282005-155537#page4.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 28, 2005, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and Dr. Leonard's Healthcare Corp., a Delaware corporation ("Borrower"), were parties to a certain Trademark Security Agreement dated as of May 24, 2002 (the "Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement), pursuant to which Borrower granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Trademarks as security for certain obligations owing by Borrower to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement dated as of May 24, 2002 by and among Borrower, such Lenders and Agent, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 3, 2002, at Reel 2516, Frame 0770; and

WHEREAS, Borrower has requested that Agent release its security interest in the Trademarks and reassign the same to Borrower;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following:

(a) 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;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(c) 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.

2. Agent hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademarks, and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Chester Zara
Title: Director

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.