

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
Dr. Leonard's Healthcare Corp.		04/28/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Incorporated, as Collateral Agent		
Street Address:	551 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
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:	1542841		
CORRESPONDENCE DATA			
Fax Number:	(312)577-4752		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	penelope.johnson@kattenlaw.com		
Correspondent Name:	Penelope S. Johnson		
Address Line 1:	525 W. Monroe Street		
Address Line 2:	c/o Katten Muchin Rosenman LLP		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$165.00 2290178

NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	05/02/2005
Total Attachments: 6 source=e1w52100#page1.tif source=e1w52100#page2.tif source=e1w52100#page3.tif source=e1w52100#page4.tif source=e1w52100#page5.tif source=e1w52100#page6.tif	

THE LIENS AND SECURITY INTERESTS SECURING THE INDEBTEDNESS AND OTHER OBLIGATIONS INCURRED OR ARISING UNDER OR EVIDENCED BY THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY WITH RESPECT TO SUCH LIENS ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AND LIEN SUBORDINATION AGREEMENT (AS THE SAME MAY BE AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE “**INTERCREDITOR AGREEMENT**”) DATED AS OF EVEN DATE HERewith AMONG DR. LEONARD’S HEALTHCARE CORP., A DELAWARE CORPORATION, HIGH RESPONSE HOLDINGS, INC., A DELAWARE CORPORATION, THE SECOND LIEN LENDERS (AS DEFINED THEREIN), GOLUB CAPITAL INCORPORATED, A NEW YORK CORPORATION, ACTING IN ITS CAPACITY AS COLLATERAL AGENT ON BEHALF OF THE SECOND LIEN LENDERS (AS DEFINED THEREIN), AND ANTARES CAPITAL CORPORATION, A DELAWARE CORPORATION, ACTING IN ITS CAPACITY AS AGENT ON BEHALF OF THE FIRST LIEN LENDERS (AS DEFINED THEREIN), TO THE LIENS AND SECURITY INTERESTS SECURING INDEBTEDNESS (INCLUDING INTEREST) UNDER OR EVIDENCED BY THAT CERTAIN CREDIT AGREEMENT DATED AS OF EVEN DATE HERewith AMONG DR. LEONARD’S HEALTHCARE CORP., A DELAWARE CORPORATION, ANTARES CAPITAL CORPORATION, AS AGENT, THE FIRST LIEN COLLATERAL AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AND CERTAIN GUARANTEES OF THE INDEBTEDNESS EVIDENCED THEREBY, AS SUCH CREDIT AGREEMENT AND SUCH GUARANTEES HAVE BEEN AND HEREAFTER MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AS PERMITTED UNDER THE INTERCREDITOR AGREEMENT AND TO THE LIENS AND SECURITY INTERESTS SECURING INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER SUCH AGREEMENTS AS PERMITTED BY THE INTERCREDITOR AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

TRADEMARK SECURITY AGREEMENT

WHEREAS, Dr. Leonard’s Healthcare Corp., a Delaware corporation (“**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 Second Lien Credit Agreement dated as of even date herewith (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 administrative agent, Golub Capital Incorporated, a New York corporation, as collateral agent (“**Collateral Agent**”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “**Lenders**”), and such Lenders, 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 Collateral Agent (in such capacity, “**Grantee**”), Grantor has granted to Grantee for the benefit of Collateral Agent, 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 including, without limitation, the terms and provisions of Section 5.12 thereof regarding the "Intercreditor Agreement" (as defined therein) which state, among other things, the rights granted to Collateral Agent in the Trademark Collateral hereunder are subordinate to the First Lien Indebtedness Liens in the manner set forth in the Intercreditor Agreement and such Section 5.12 of the Security Agreement.

[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 28th day of April, 2005.

**DR. LEONARD'S HEALTHCARE
CORP.**, a Delaware corporation

By: 
Name: Joseph Albanese
Title: Chief Financial Officer

Acknowledged:

GOLUB CAPITAL INCORPORATED, a
New York corporation, as Collateral Agent

By: _____
Name: _____
Title: _____

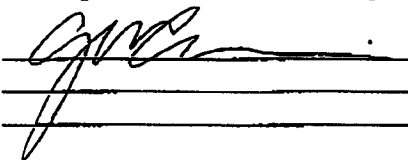
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 28th day of April, 2005.

**DR. LEONARD'S HEALTHCARE
CORP.**, a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged:

GOLUB CAPITAL INCORPORATED, a
New York corporation, as Collateral Agent

By: 
Name: _____
Title: _____

U.S. TRADEMARK REGISTRATIONS

Mark	Registration Number	Date
CAROL WRIGHT GIFTS	Reg. No. 2,290,178	November 2, 1999
CAROL WRIGHT	Reg. No. 1,571,261	December 12, 1989
CAROL WRIGHT (Stylized)	Reg. No. 1,571,260	December 12, 1989
MORE THAN EVER, IT PAYS TO GO SHOPPING WITH CAROL	Reg. No. 2,292,610	November 16, 1999
CAROL	Common law rights only	
DR. LEONARD'S	Reg. No. 1,818,850	February 1, 1994
MISCELLANEOUS DESIGN (attached hereto as Attachment 3.17(A))	Reg. No. 1,542,841	June 6, 1989

FOREIGN TRADEMARK REGISTRATIONS

A. Canada

Mark	Registration Number	Date
DR. LEONARD'S	No. 497211	July 9, 1998
CAROL WRIGHT	No. 760,263	December 18, 2001

U.S. TRADEMARK APPLICATIONS

None

FOREIGN TRADEMARK APPLICATIONS

None

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).
3. Certain model releases have been delivered to Dr. Leonard's. The releases grant to Dr. Leonard's the unlimited right to use photographs of certain models in the Dr. Leonard's Healthcare and Carol Wright Gifts Catalogs.