

## 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:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
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:	1542841	

## 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 Street

Address Line 2:

Katten Muchin Zavis Rosenman

Address Line 4:

Chicago, ILLINOIS 60661

TRADEMARK

900024892

REEL: 003087 FRAME: 0482

CH \$165.00 2290178

NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	04/29/2005
<b>Total Attachments: 6</b> source=C18N-Exchange-04292005-144840#page1.tif source=C18N-Exchange-04292005-144840#page2.tif source=C18N-Exchange-04292005-144840#page3.tif source=C18N-Exchange-04292005-144840#page4.tif source=C18N-Exchange-04292005-144840#page5.tif source=C18N-Exchange-04292005-144840#page6.tif	

## 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 Credit Agreement dated as of April 28, 2005 (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 28<sup>th</sup> day of April, 2005.

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

By:   
Name: Joseph Albanese  
Title: Chief Financial Officer

Acknowledged:

ANTARES CAPITAL CORPORATION,  
a Delaware corporation, as 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 28<sup>th</sup> day of April, 2005.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By:   
Name: Chester Zara  
Title: Director

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.