

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NWL Holdings, Inc.		08/04/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	National Wholesale Liquidators, Inc.
Street Address:	111 Hempstead Turnpike
City:	West Hempstead
State/Country:	NEW YORK
Postal Code:	11522
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78392712	NWL RX
Serial Number:	78390972	NATIONAL WHOLESALER RX
Registration Number:	2908125	RIVER CLUB
Registration Number:	2922036	BLACK & SAGE
Registration Number:	2921196	ELECTRA
Registration Number:	2605072	WILSON ROSS
Registration Number:	1936676	DREAMLAND
Registration Number:	1858967	NATIONAL WHOLESALER LIQUIDATORS
Registration Number:	1763899	FRESH TREE

CORRESPONDENCE DATA

Fax Number: (312)861-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-861-2000
 Email: ccasey@kirkland.com

CH \$240.00 78392712

Correspondent Name: Michael G. Fatall
Address Line 1: 200 East Randolph Drive
Address Line 2: Suite 5300
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Michael G. Fatall
Signature:	/Michael G. Fatall/
Date:	08/04/2005

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 4, 2005 ("Effective Date") by and between NWL Holdings, Inc., a New York corporation with its principal offices at 111 Hempstead Turnpike, West Hempstead, New York 11522 ("Assignor"), and National Wholesale Liquidators, Inc. a New York corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Credit Agreement by and among Assignor, the other borrowers and credit parties from time to time signatory thereto, the Lenders and General Electric Capital Corporation, as Agent, dated as of the date hereof, as amended, restated, supplemented or otherwise modified from time to time (the "Agreement");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Trademarks (as such term is defined in the Agreement) set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, in each case for any purpose whatsoever and as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, execute or arrange for execution such further assignment documents as may be required to permit Assignee to obtain recording of the assignment to Assignee of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

NWL HOLDINGS, INC.

By: L

Name: MICHAEL GARD

Title: CFO

NATIONAL WHOLESALE
LIQUIDATORS, INC.

By: L

Name: MICHAEL GARD

Title: CFO

TRADEMARK

REEL: 003135 FRAME: 0033

SCHEDULE A

U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Mark
78/392,712	3/29/2004	NWL RX
78/390,972	3/25/2004	NATIONAL WHOLESALE RX

U.S. TRADEMARK REGISTRATIONS

Registration No.	Registration Date	Mark
2,908,125	12/7/2004	RIVER CLUB
2,922,036	2/1/2005	BLACK & SAGE
2,921,196	1/25/2005	ELECTRA
2,605,072	8/6/2002	WILSON ROSS
1,936,676	11/21/1995	DREAMLAND
1,858,967	10/18/1994	NATIONAL WHOLESALE LIQUIDATORS
1,763,899	4/13/1993	FRESH TREE