

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Direct Retailing, Inc.		08/17/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Astral Brands, LLC		
<b>Street Address:</b>	4900 Highlands Parkway		
<b>City:</b>	Smyrna		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30082		
<b>Entity Type:</b>	Limited Liability Company:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1920449	LINDA ANDERSON	
Registration Number:	1738273	THE MUSIC STAND	
Registration Number:	2706508	NEWBARGAINS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)527-4198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-527-4000x4649		
<b>Email:</b>	mlaip@mckennalong.com		
<b>Correspondent Name:</b>	Patricia Rogers, Esq.		
<b>Address Line 1:</b>	303 Peachtree Street, N.E.		
<b>Address Line 2:</b>	Suite 5300		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Patricia Rogers		
<b>Signature:</b>	/progers/		

CH \$90.00 1920449

Date:

08/23/2005

Total Attachments: 2

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ASSIGNMENT FOR SECURITYTRADEMARKS

WHEREAS, DIRECT RETAILING, INC. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated as of August 17, 2005 (the "Security Agreement"), in favor of Astral Brands, LLC (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has collaterally assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a continuing security interest in the Collateral to secure the prompt payment and performance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 17, 2005.

DIRECT RETAILING, INC.

By: 

Name: Lady S. McGarraugh

Title: CFO

ATLANTA:4755052.2

SCHEDULE 1 TO ASSIGNMENT FOR SECURITY

TRADEMARKS:

<u>Title/Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LINDA ANDERSON	1920449	7/28/1994
THE MUSIC STAND	1738273	10/25/1990
NEWBARGAINS	2706508	1/4/2002

ATLANTA:4755052.2