

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
National Wholesale Liquidators, Inc.		08/26/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	HBK Investments L.P.
Street Address:	300 Crescent Court
Internal Address:	Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78392712	NWL RX
Serial Number:	78390972	NATIONAL WHOLESale 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 WHOLESale LIQUIDATORS
Registration Number:	1763899	FRESH TREE

CORRESPONDENCE DATA

Fax Number: (202)887-0763
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$240.00 78392712

Phone: 202-887-1500
Email: hcheng@mofo.com
Correspondent Name: Hsiao-Ting Cheng
Address Line 1: 2000 Pennsylvania Avenue, N.W.
Address Line 2: Suite 5500
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	Kevin R. Spivak
Signature:	/Kevin R. Spivak/
Date:	09/08/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Reference is hereby made to that certain Intercreditor Agreement of even date herewith among HBK Investments L.P., as Second Lien Agent, the Second Lien Lenders identified therein, General Electric Capital Corporation, as First Lien Agent, and the First Lien Lenders identified therein (as amended or otherwise modified from time to time in accordance with the terms thereof, the "Intercreditor Agreement"). The parties to the following agreement hereby acknowledge and agree that (i) the following agreement is subject to the terms and provisions of the Intercreditor Agreement and (ii) to the extent of any inconsistency between the terms of the following agreement and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern and control, and shall be deemed to supersede the applicable inconsistent provisions of the following agreement.

TRADEMARK SECURITY AGREEMENT, dated as of August 26, 2005, by NATIONAL WHOLESALE LIQUIDATORS, INC., a New York corporation ("Grantor"), in favor of HBK INVESTMENTS L.P., a Delaware limited partnership, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Term Loan available to Borrowers including, without limitation, Grantor;

WHEREAS, Agent and Lenders are willing to make the Term Loan as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and the other Credit Parties shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. Grant Of Security Interest In Trademark Collateral. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing second priority security interest (subject to (i) Liens in favor of the First Lien Agent arising under the First Lien Loan Documents, subject to the terms of the Intercreditor Agreement, and (ii) Permitted Encumbrances) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto (but excluding intent to use applications);

(b) all reissues, extensions or renewals of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of Lenders, pursuant to the Security Agreement and are limited as set forth in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

4. Authorization to Supplement. Without limiting Grantor's obligations under the Credit Agreement, the Security Agreement or this Trademark Security Agreement, Grantor hereby authorizes Agent to modify this Trademark Security Agreement by amending Schedule I to include any new trademark rights of Grantor that become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NATIONAL WHOLESALE LIQUIDATORS, INC.

By: _____
Michael P. Gold
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

HBK INVESTMENTS L.P., as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Second Lien Trademark Security Agreement]

ny-650712

**TRADEMARK
REEL: 003155 FRAME: 0290**

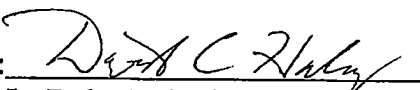
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NATIONAL WHOLESALE LIQUIDATORS, INC.

By: _____
Michael P. Gold
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

HBK INVESTMENTS L.P., as Agent

By: 
Its Duly Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

ny-650712

TRADEMARK
REEL: 003155 FRAME: 0291

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

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

TRADEMARK LICENSES

None.