

Form PTO-1594
(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Amerimark Direct, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other **Limited Liability Company**

Citizenship **Delaware**

Execution Date(s) **June 20, 2006**

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: **CIT Lending Services Corporation**

Internal Address: _____

Street Address: **c/o CIT Global Sponsor Finance
1 CIT Drive, 3rd Floor**

City: **Livingston**

State: **NJ**

Country: **U.S.** Zip: **07039**

- Association – Citizenship _____
 General Partnership – Citizenship _____
 Limited Partnership – Citizenship _____
 Corporation – Citizenship **Delaware**
 Other _____
 Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment

Other **First Lien Trademark Security Agreement**

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

78500641 78426007 78770256
78851297 78851316 78418704

B. Trademark Registration No(s).

2648156 2676385 3071913
1216804 1205801 2466464
2994762 2013816 3023998
3064490 2143150 2244807
2789874 1973313 2759594
2871736 2595894 1835389
2839616 2328507 2983931
2380061

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Oren Epstein, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-2517
Fax: (917) 777-2517
oepstein@skadden.com

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 1.21(h) and 3.41) \$715

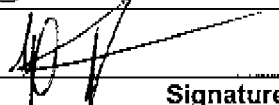
All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 140470/30)

8. Payment Information

Deposit Account No. **19-2385**

Authorized user Name: **Michael McGuire**

9. Signature.



Signature

June 28, 2006

Date

Oren Epstein

Name of Person Signing

Total number of pages including cover sheet, and documents:

10

CONTINUATION OF

1. Name of conveying party(ies)/Execution Date(s):

National Discount Benefit Service, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other **Limited Liability Company**

Citizenship **Ohio**

Execution Date(s) **June 20, 2006**

Additional name(s) of conveying party(ies) attached? __ Yes No

**TRADEMARK SECURITY AGREEMENT
(First Lien)**

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of June 20, 2006, made by AMERIMARK DIRECT LLC, a Delaware limited liability company ("AmeriMark") and NATIONAL DISCOUNT BENEFIT SERVICE, LLC, an Ohio limited liability company (together with AmeriMark, the "Grantors", and each individually a "Grantor"), in favor of CIT LENDING SERVICES CORPORATION, as administrative agent (together with its successors, in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to in the remainder of this sentence), in connection with the Credit Agreement, dated as of June 20, 2006 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement"), among AmeriMark, the banks and other financial institutions or entities from time to time party thereto as lenders (the "Lenders") and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of June 20, 2006, made by the Grantors and the other grantors party thereto in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Collateral Agreement"), each Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Collateral (as defined in the Collateral Agreement) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Administrative Agent agree as follows:

Section 1. Defined Terms

Capitalized terms used but not defined herein shall have the meanings given to them in the Collateral Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(i) (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and

other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (b) the right to obtain all renewals thereof;

(ii) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to on Schedule A hereto; and

(iii) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, that no United States intent-to-use trademark or service mark application shall be included in the term "Trademark Collateral" to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; after such period, each Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Administrative Agent and shall be included in the Trademark Collateral

Section 3. Collateral Agreement

The security interests granted pursuant to this Agreement are granted concurrently, and in conjunction, with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Section 4. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement.

Section 5. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 6. Recordation

Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

Section 7. Counterparts

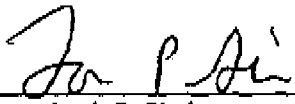
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above.

GRANTORS:

AMERIMARK DIRECT LLC,
a Delaware limited liability company

By: 
Name: Louis P. Giesler
Title: Executive Vice President

NATIONWIDE DISCOUNT BENEFIT SERVICE,
LLC, an Ohio limited liability company

By: 
Name: Louis P. Giesler
Title: Secretary

[First Lien Trademark Security Agreement]

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ADMINISTRATIVE AGENT:

CIT LENDING SERVICES CORPORATION, as
Administrative Agent

By: DOM. Haensch
Name: DAVID M. HAENSCH
Title: Vice President

[First Lien Trademark Security Agreement]

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Schedule A
to
Trademark Security Agreement

AMERIMARK DIRECT LLC

	COUNTRY	FILED	APPL#	REGDT	REG#	STATUS
1	AMERIMARK & DESIGN					
	CANADA	10/16/2000	1,078,933			ABANDONED
	CANADA	11/9/2001	1,121,526	1/5/2004	TMA598,503	REGISTERED
	UNITED STATES	9/7/2000	76/123,906	11/12/2002	2,648,156	REGISTERED
2	AMERIMARK DIRECT					
	UNITED STATES	11/30/2000	76/174,450	1/21/2003	2,676,385	REGISTERED
3	AMERIMARK PREMIER EASY PAY PLAN					
	UNITED STATES	3/3/2004	78/377,568	3/21/2006	3,071,913	REGISTERED
4	ANGEL STEPS					
	UNITED STATES	5/14/2004	78/418,704			ALLOWED
5	ANTHONY RICHARDS* †					
	OHIO STATE			11/25/1996	RN226581	REGISTERED
	UNITED STATES	12/19/1980	73/290,448	11/16/1982	1,216,804	REGISTERED
	UNITED STATES	12/19/1980	73/290,334	8/17/1982	1,205,801	REGISTERED
6	BAG TAG * †					
	UNITED STATES	7/16/1999	75/752,101	7/3/2001	2,466,464	REGISTERED
7	BEAUTY BOUTIQUE					
	OHIO STATE			11/25/1996	RN226582	REGISTERED
	UNITED STATES	5/28/2004	78/426,728	9/13/2005	2,994,762	REGISTERED
8	BUNDLE OF JOY					
	UNITED STATES	12/14/1995	75/032,694	11/5/1996	2,013,816	REGISTERED
9	COMPLEMENTS BY ANTHONY RICHARDS					
	UNITED STATES	3/28/2001	76/231,663	12/6/2005	3,023,898	REGISTERED
10	ESSENTIALS BY ANTHONY RICHARDS					
	UNITED STATES	7/6/2004	78/446,040	2/28/2006	3,064,490	REGISTERED
11	FOOT WISE* †					
	UNITED STATES	12/19/1995	75/034,369	3/10/1998	2,143,150	REGISTERED
12	HEALTH SOLUTIONS* †					
	UNITED STATES	4/5/1995	74/655,755	5/11/1999	2,244,807	REGISTERED

{K0117278.2}

NATIONWIDE DISCOUNT BENEFIT SERVICE, LLC

	COUNTRY	FILED	APPL#	REGDT	REG#	STATUS
1	NATIONWIDE DISCOUNT BENEFIT SERVICE	10/27/1998	75/676,488	3/14/2000	2,328,507	REGISTERED
2	UNITED STATES PASSPORT TO HEALTH	6/2/2003	78/256,742	8/9/2005	2,983,931	REGISTERED
3	UNITED STATES PASSPORT TO SAVINGS	3/26/1999	75/668,967	8/22/2000	2,380,061	REGISTERED