

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
Direct Marketing Services, Inc.		07/11/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Popular Club Plan, Inc.
Street Address:	22 Lincoln Place
City:	Garfield
State/Country:	NEW JERSEY
Postal Code:	07026
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1835863	POPULAR CLUB PLAN
Registration Number:	2733685	POPULAR CLUB
Registration Number:	1829702	POPULAR
Registration Number:	0974176	POPULAR SHOPPING CLUB
Registration Number:	1828670	BETTER YOUR LIFE
Registration Number:	2545153	POPULAR GOURMET
Registration Number:	2022134	OVERKIRK
Registration Number:	2067355	OK OVERKIRK
Registration Number:	2067356	OVERKIRK JEANSWEAR

CORRESPONDENCE DATA

Fax Number: (312)759-5646
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 357-1313
 Email: gohlson@btlaw.com
 Correspondent Name: Glenn W. Ohlson

CH \$240.00 1835863

Address Line 1: P.O. Box 2786
Address Line 4: Chicago, ILLINOIS 60690-2786

ATTORNEY DOCKET NUMBER:	105276
NAME OF SUBMITTER:	John P. Wappel
Signature:	/John P. Wappel/
Date:	08/28/2007

Total Attachments: 5
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SECURITY AGREEMENT-INTELLECTUAL PROPERTY

SECURITY AGREEMENT dated this day of July, 2007 by and between DIRECT MARKETING SERVICES, INC., an Illinois corporation with offices at 2245 S. Michigan Avenue, Chicago, IL 60616 (hereinafter referred to as "DMSI" or "Debtor"), Popular Club Plan, Inc. ("PC") a New Jersey corporation with offices located at 20 Commerce Way, Suite D, Totowa NJ 07512, hereinafter referred to as "PC" or "Secured Party".

WITNESSETH

WHEREAS, PC is currently a chapter 11 debtor under the Bankruptcy Code, whose case is pending before the Bankruptcy Court for the District of New Jersey, Case Number 06-17231/MBK (the "Bankruptcy Court");

WHEREAS, on January 18, 2007, PC filed a motion in the Bankruptcy Court to authorize the parties to enter a letter of intent and asset purchase agreement ("APA") to sell certain of the Debtor's assets to DMSI pursuant to section 363 of the Bankruptcy Code ("Sale Motion"), and which Sale Motion was approved on a preliminary basis on February 7, 2007 (the "Bidding Procedures Order"), and which asset sale was so ordered and finalized by the Bankruptcy Court on April 5, 2007 (the "Sale Order");

WHEREAS, pursuant to the APA and Sale Order, and as consideration for the sale of certain assets, DMSI is or is going to become indebted to PC under a stream of royalty payments (the "Indebtedness") and, furthermore, DMSI has agreed to pay the Indebtedness in accordance with the terms of the Sale Order and APA;

WHEREAS, in order to secure the DMSI's obligation to pay the Indebtedness (the "Obligation"), DMSI has granted PC, a first priority lien and security interest in certain assets of the Company (the "Collateral") as set forth below, which lien was deemed perfected by the Sale Order itself;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Definitions. Except as to those terms otherwise defined in this Security Agreement, all capitalized terms used in this Security Agreement shall have the respective meanings ascribed to them in the APA and Sale Order, and all other terms which have meanings defined by the Uniform Commercial Code from time to time in effect in the State of New Jersey (the "Code") shall have the meanings ascribed to them in the Code.

Section 2. The Security Interest.

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In order to secure the payment of the Obligation, DMSI hereby grants to PC or its designee a first priority lien (the "Security Interest") in all of the Collateral set forth on Exhibit "A" hereto.

Section 3. Filing; Further Assurances. DMSI will execute, deliver, file and record, or permit PC to file and record, any financing statements or other reproduction of a financing statement or this Security Agreement (which shall be sufficient as a financing statement hereunder), any specific assignments or other paper that may be reasonably necessary or desirable, or that may reasonably request, in order to create, preserve, perfect or validate the Security Interest, or any part thereof, or to enable PC to exercise and enforce its rights hereunder with respect to any of the Collateral. DMSI will execute such additional financing statements as may be requested by PC, which request will not be unreasonably refused.

Section 4. Events of Default. Purchase Price Payments shall be made to PCP Corporate Offices, 20 Commerce Way, Totowa, NJ or as provided in a subsequent Order entered by the Bankruptcy Court. At the election of PCP, all unpaid installments of the Purchase Price shall become immediately due and payable upon written notice to such effect and without other presentment, demand, notice or protest (all of which are expressly waived) on the happening of any one or more of the following events of Default affecting the Purchase Agreement or DMSI:

- A. DMSI shall be deemed in default of this Agreement upon failing to tender any Purchase Price installment when due. PCP shall provide DMSI with written notice of said default. DMSI shall have 20 days after receipt of such written notice in which to cure such default through payment.
- B. DMSI shall also be deemed in default upon failing to honor or abide by any other terms, conditions or covenants set forth herein. PCP shall provide DMSI with written notice of said default. DMSI shall have 20 days after receipt of such written notice in which to cure such default.
- C. In the event of any default and failure to timely cure by DMSI, PCP or its agent, designee or assignee, shall be entitled to pursue any and all remedies at law or in equity in connection with the default. The Bankruptcy Court shall retain full jurisdiction to rule on any issues arising out of DMSI's default

Section 5. Remedies Upon Default. In the event that the Company fails to pay any of the Obligations, PC (or the authorized PC estate representative) may exercise all of the rights and remedies of a secured party under the Uniform Commercial Code after 10 days written notice of default and 20 days for DMSI to cure. In addition thereto, PC (or the authorized PC estate representative) will be entitled to acceleration of the remaining balance of the Obligation, and any rights and remedies it is entitled pursuant to the provisions of the Sale Order and APA.

Section 6. Termination of Security Interest; Release. Upon the repayment and performance in full of the Obligation, the Security Interest shall terminate, and all rights in the Collateral shall revert to DMSI. Upon any such termination of the Security Interest or release of

Collateral, PC will execute and deliver to the Company such documents as the Company shall reasonably request to evidence the termination of the Security Interest or the release of such Collateral, as the case may be.

Section 7. Waiver of Claims; Remedies. No failure or delay on the part of PC in exercising any right, power or privilege hereunder or under any other document evidencing the Obligation and no course of dealing between DMSI and PC shall operate as a waiver thereof.

Section 8. Governing Law; Jurisdiction. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey (without giving effect to conflicts of law). The parties hereto consent to the jurisdiction of the United States Bankruptcy Court for the District of New Jersey for all disputes hereunder and expressly waive any rights they may have to contest the jurisdiction, venue or authority of such arbitrators or courts.

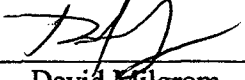
Section 9. Entire Agreement. This Security Agreement, along with the APA, Bidding Procedures Order, and Sale Order, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

Section 10. Assignment. Nothing in this Security Agreement is intended to confer upon any person, other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by any reason of this Security Agreement.

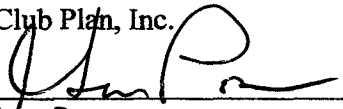
Section 11. Notices. All notices, consents or other communications required or permitted to be given by any party hereunder shall be in writing (including telecopy or similar writing) and shall be given by delivery or by certified or registered mail, postage prepaid, at the addresses first above written or to such other address or telecopy number (or other similar number) as any party may from time to time specify to the other party hereto.

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto as of the day and year first above written.

Direct Marketing Services, Inc.

By: 
David Milgrom

Popular Club Plan, Inc.

By: 
Gene Pepe

SCHEDULE A

Trademark	Registration No.
POPULAR CLUB PLAN	1,835,863
POPULAR CLUB	2,733,685
POPULAR	1,829,702
POPULAR SHOPPING CLUB	974,176
BETTER YOUR LIFE	1,828,670
POPULAR GOURMET	2,545,153
OVERKIRK	2,022,134
OK OVERKIRK	2,067,355
OVERKIRK JEANSWEAR	2,067,356