

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
United Consumers Club, Incorporated		11/30/2007	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1074520	DIRECTION
Registration Number:	2547225	UCC
Registration Number:	2376097	UCC TOTAL HOME
Registration Number:	0967850	UNITED CONSUMERS CLUB
Registration Number:	3047273	DIRECTBUY
Registration Number:	1456795	UCC
Registration Number:	2413062	UCC TOTAL HOME

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7976
 Email: ksolomon@stblaw.com
 Correspondent Name: Mindy M. Lok, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP

OP \$190.00 1074520

Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1381
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	12/11/2007

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 30, 2007, is made by United Consumers Club, Incorporated, an Indiana corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the "Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, dated as of November 30, 2007, among DirectBuy Holdings, Inc., UCC Acquisition Corp. (prior to the Merger (as defined in the Guarantee and Collateral Agreement), the "Borrower"), to be merged with and into Grantor (after the Merger, the "Borrower"), the Administrative Agent and the banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of November 30, 2007, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the ratable benefit of the Secured Parties to secure the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UNITED CONSUMERS CLUB,
INCORPORATED

By: 

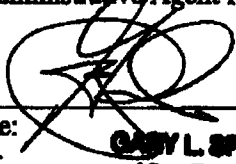
Name: Jon E. Elias

Title: Vice President

Signature Page to Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 003676 FRAME: 0197

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: **GABY L. SPEVACK**
Title: **Vice President**
JPMorgan Chase Bank, N.A.

Signature Page to Grant of Security Interest in Trademark Rights

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration No./ Application No.	Registration Date/ Filing Date
DIRECTION	1,074,520	10/4/77
UCC	2,547,225	3/12/02
UCC TOTAL HOME and DESIGN	2,376,097	8/8/00
UNITED CONSUMERS CLUB	967,850	9/4/73
DIRECTBUY	3,047,273	1/24/06
UCC	1,456,795	9/8/87
UCC TOTAL HOME	2,413,062	12/12/00

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