

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------|----------|----------------|-------------------------------------|
| AmeriMark Direct LLC | | 12/14/2007 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | The CIT Group/Business Credit, Inc., as Administrative Agent |
| Street Address: | 44 Whippany Road |
| City: | Morristown |
| State/Country: | NEW JERSEY |
| Postal Code: | 07960 |
| Entity Type: | CORPORATION: NEW YORK |

PROPERTY NUMBERS Total: 30

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 1835389 | WINDSOR |
| Registration Number: | 2648156 | AMERIMARK |
| Registration Number: | 2676385 | AMERIMARK DIRECT |
| Registration Number: | 3071913 | AMERIMARK PREMIER EASY PAY PLAN |
| Registration Number: | 3121641 | ANGEL STEPS |
| Registration Number: | 1216804 | ANTHONY RICHARDS |
| Registration Number: | 1205801 | ANTHONY RICHARDS |
| Registration Number: | 2466464 | BAG TAG |
| Registration Number: | 2994762 | BEAUTY BOUTIQUE |
| Registration Number: | 2013816 | BUNDLE OF JOY |
| Registration Number: | 3023998 | COMPLEMENTS BY ANTHONY RICHARDS |
| Registration Number: | 3064490 | ESSENTIALS BY ANTHONY RICHARDS |
| Registration Number: | 2143150 | FOOT WISE |
| Registration Number: | 2244807 | HEALTH SOLUTIONS |

OP \$765.00 1835389

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|----------------------|----------|---|
| Registration Number: | 2789874 | KIDZONE! |
| Registration Number: | 1973313 | MAGIC LIFT |
| Serial Number: | 78500641 | MIRACLE MINUTE FACE LIFT CREAM BY BEAUTY BOUTIQUE |
| Serial Number: | 78770256 | PASSPORT TO SECURITY |
| Serial Number: | 76217112 | SUE SCOTT |
| Serial Number: | 78279982 | SUE SCOTT |
| Serial Number: | 78426007 | TIME FOR ME DEDICATED TO THE ART OF WELL-BEING |
| Serial Number: | 78851297 | TIME FOR ME SKINCARE |
| Serial Number: | 78851316 | TIME FOR ME SKINPHORIA |
| Serial Number: | 76231664 | TOT TIME |
| Serial Number: | 76464449 | WINDSOR COLLECTION |
| Serial Number: | 77310039 | CASUAL LIFESTYLE COLLECTION |
| Serial Number: | 77245561 | TIME FOR ME |
| Serial Number: | 77245522 | TIME FOR ME DEDICATED TO THE ART OF WELL-BEING |
| Serial Number: | 77135383 | ANGEL PILLOWS |
| Serial Number: | 77111159 | EZRETURNLABEL |

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 039686-0001 |
| NAME OF SUBMITTER: | Rhonda DeLeon |
| Signature: | /Rhonda DeLeon/ |
| Date: | 12/14/2007 |

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of December 14, 2007, made by AMERIMARK HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), AMERIMARK DIRECT LLC, a Delaware limited liability company ("AmeriMark"), AMERIMARK INTERMEDIATE SUB, INC., a Delaware corporation ("Intermediate Holdco"), DR. LEONARD'S HEALTHCARE CORP., a Delaware corporation (successor by merger to MODERN COUPON SYSTEMS, INC., a New York corporation, HIGH RESPONSE HOLDINGS, INC., a Delaware corporation, and AMERIMARK MERGER SUB, INC., a Delaware corporation, and also known as DR. LEONARD'S HEALTHCARE CATALOG, DR. LEONARD'S HEALTHCARE, and CAROL WRIGHT GIFTS) ("Dr. Leonard's") and NATIONAL DISCOUNT BENEFIT SERVICE, LLC, an Ohio limited liability company (collectively, the "Grantors", and each individually a "Grantor"), in favor of THE CIT GROUP/BUSINESS CREDIT, INC., 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 December 14, 2007 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement"), among Holdings, AmeriMark, Intermediate Holdco, Dr. Leonard's, 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 December 14, 2007, 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 filed on the basis of a Grantor’s intent-to-use such mark shall be included in the Collateral unless and until evidence of the use of such mark in interstate commerce is submitted to and accepted by the United States Patent and Trademark Office, and each Grantor acknowledges that immediately upon such acceptance by the United States Patent and Trademark Office, all interests of such Grantor in such mark shall automatically be subject to a security interest in favor of the Administrative Agent and shall be included in the Collateral.

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 3. 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 4. 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 5. Recordation

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

Section 6. 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:

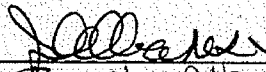
AMERIMARK HOLDINGS, LLC

By: 
Name: Joseph Albanese
Title: Chief Financial Officer

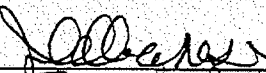
AMERIMARK DIRECT LLC

By: _____
Name:
Title:

AMERIMARK INTERMEDIATE SUB,
INC.

By: 
Name: Joseph Albanese
Title: Chief Financial Officer

DR. LEONARD'S HEALTHCARE CORP.

By: 
Name: Joseph Albanese
Title: VP, Finance & CFO

NATIONWIDE DISCOUNT BENEFIT
SERVICE, LLC

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

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 HOLDINGS, LLC

By: _____
Name:
Title:

AMERIMARK DIRECT LLC

By: *Louis Giesler*
Name: Louis Giesler,
Title: President, AmeriMark Direct LLC

AMERIMARK INTERMEDIATE SUB,
INC.

By: _____
Name:
Title:

DR. LEONARD'S HEALTHCARE CORP.

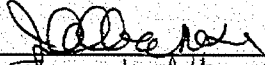
By: _____
Name:
Title:

NATIONWIDE DISCOUNT BENEFIT
SERVICE, LLC

By: *Louis Giesler*
Name: Louis Giesler,
Title: President, AmeriMark Direct LLC

[Signature Page to Trademark Security Agreement]

DR. LEONARD'S DME, LLC

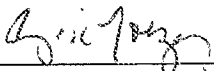
By: 
Name: Joseph Albanese
Title: VP, Finance + CFO of
Dr. Leonard's Healthcare Corp.

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003678 FRAME: 0843

ADMINISTRATIVE AGENT:

THE CIT GROUP/BUSINESS CREDIT, INC., as
Administrative Agent

By: 
Name: Eric Toizer
Title: Managing Director

Schedule A
to
Trademark Security Agreement

[Schedule to Trademark Security Agreement]

TRADEMARKS

| Country | Trademark | App. Date | App. No. | Reg. Date | Reg. No | Status/ Comments |
|---------------|---|------------|------------|------------|-----------|------------------------|
| United States | DR. LEONARD'S | 74/342,794 | 12/23/1992 | 2/1/1994 | 1,818,850 | Registered |
| United States | DR. LEONARD'S | 12/21/2005 | 78/778,491 | | | Pending |
| United States | HEAD TO TOE THE COMFORT STORE | | | | 2,109,476 | Cancelled 7/31/2004 |
| United States | CAROL WRIGHT GIFTS | 9/10/1998 | 75/550,764 | 11/2/1999 | 2,290,178 | Registered |
| United States | CAROL WRIGHT | 4/13/1989 | 73/792,978 | 12/12/1989 | 1,571,261 | Registered |
| United States | CAROL WRIGHT (STYLIZED) | 4/10/1989 | 73/792,702 | 1/30/1989 | 1,571,260 | Registered |
| United States | MORE THAN EVER, IT PAYS TO GO SHOPPING WITH CAROL | | | | 2,292,610 | Cancelled 8/19/2006 |
| United States | MORE THAN EVER, IT PAYS TO GO SHOPPING WITH CAROL | 5/9/2006 | 78/879,856 | | | Pending |
| United States | CAROL WRIGHT SELECTIONS | 7/21/2006 | 78/934,520 | | | Pending |
| United States | MISCELLANEOUS DESIGN | 8/4/1988 | 73/744,019 | 6/6/1989 | 1,542,841 | Registered |
| United States | DR. LEONARD'S MEDICAL | 9/27/2006 | 77/008,509 | | | Abandoned 6/18/2007 |
| United States | DR. LEONARD'S MEDICAL | 9/27/2006 | 77/008,495 | | | Abandoned 6/18/2007 |
| United States | DR. LEONARD'S HOUSE CALLS | 8/7/2006 | 78/946,599 | | | Pending |
| United States | DR. LEONARD'S HOUSE CALLS | 9/27/2006 | 77/008,517 | | | Pending |
| United States | DR. LEONARD'S HOUSE CALLS WITH LOGO | 11/13/2006 | 77/042,827 | 10/23/2007 | 3,315,687 | Registered |
| United States | REJUVENATE - IDEAS TO RENEW, RELIEVE & RELAX | 5/16/2007 | 77/182,679 | | | Pending |

| | | | | | | |
|---------------|---|------------|------------|----------|-----------|------------------------|
| United States | REJUVENATE - IDEAS TO RENEW, RELIEVE AND RELAX and Design | 9/21/2007 | 77/285,421 | | | Pending |
| United States | CAROL WRIGHT | 12/8/2006 | 77/059,903 | | | Pending |
| United States | SELECTIONS BY CAROL | 07/21/2007 | 78/934,514 | | | Abandoned |
| United States | HEALTH & COMFORT | 5/16/2007 | 77/182,675 | | | Pending |
| Canada | DR. LEONARD'S | 5/24/2006 | 1302,727 | | | Pending |
| Canada | DR. LEONARD'S | | | 7/9/1998 | TMA497211 | Pending |
| Canada | CAROL WRIGHT | | | | TMA555636 | Registered |
| | CAROL | | | | | Common Law Rights Only |

AmeriMark Trademarks, Trademark Licenses

| Country | Trademark | App. Date | App. No. | Reg. Date | Reg. No. | Record Owner/Liens | Status/ Comments |
|---------------|---------------------------------------|------------|------------|------------|-----------|----------------------|------------------------|
| United States | WINDSOR | 11/9/1992 | 74/329,317 | 5/10/1994 | 1,835,389 | Amerimark Direct LLC | Registered |
| United States | AMERIMARK & DESIGN | 9/7/2000 | 76/123,906 | 11/12/2002 | 2,648,156 | Amerimark Direct LLC | Registered |
| United States | AMERIMARK DIRECT | 11/30/2000 | 76/174,450 | 1/21/2003 | 2,676,385 | Amerimark Direct LLC | Registered |
| United States | AMERIMARK PREMIER EASY PAY PLAN | 3/3/2004 | 78/377,568 | 3/21/2006 | 3,071,913 | Amerimark Direct LLC | Registered |
| United States | ANGEL STEPS | 5/14/2004 | 78/418,704 | 7/25/2006 | 3,121,641 | Amerimark Direct LLC | Registered |
| United States | ANTHONY RICHARDS* † | 12/19/1980 | 73/290,448 | 11/16/1982 | 1,216,804 | Amerimark Direct LLC | Registered |
| United States | ANTHONY RICHARDS* † | 12/19/1980 | 73/290,334 | 8/17/1982 | 1,205,801 | Amerimark Direct LLC | Registered |
| United States | BAG TAG * † | 7/15/1999 | 75/752,101 | 7/3/2001 | 2,466,464 | Amerimark Direct LLC | Registered |
| United States | BEAUTY BOUTIQUE | 5/28/2004 | 78/426,728 | 9/13/2005 | 2,994,762 | Amerimark Direct LLC | Registered |
| United States | BUNDLE OF JOY | 12/14/1995 | 75/032,694 | 11/5/1996 | 2,013,816 | Amerimark Direct LLC | Registered |
| United States | COMPLEMENTS BY ANTHONY RICHARDS | 3/28/2001 | 76/231,663 | 12/6/2005 | 3,023,998 | Amerimark Direct LLC | Registered |
| United States | ESSENTIALS BY ANTHONY RICHARDS | 7/6/2004 | 78/446,040 | 2/28/2006 | 3,064,490 | Amerimark Direct LLC | Registered |
| United States | FOOT WISE* † | 12/19/1995 | 75/034,369 | 3/10/1998 | 2,143,150 | Amerimark Direct LLC | Registered |
| United States | HEALTH SOLUTIONS* † | 4/5/1995 | 74/655,755 | 5/11/1999 | 2,244,807 | Amerimark Direct LLC | Registered |
| United States | KIDZONE! | 9/6/2002 | 78/161,300 | 12/2/2003 | 2,789,874 | Amerimark Direct LLC | Registered |
| United States | MAGIC LIFT* † | 4/7/1994 | 74/509,909 | 5/7/1996 | 1,973,313 | Amerimark Direct LLC | Cancelled 2/26/2001 |

| Country | Trademark | App. Date | App. No. | Reg. Date | Reg. No | Record Owner/Liens | Status/ Comments |
|---------------|--|------------|------------|-----------|-----------|---|--|
| United States | MIRACLE MINUTE FACE LIFT CREAM BY BEAUTY BOUQTIQUE* | 10/15/2004 | 78/500,641 | | | Amerimark Direct LLC | Pending |
| United States | NATIONWIDE DISCOUNT BENEFIT SERVICE | 10/27/1998 | 75/576,488 | 3/14/2000 | 2,328,507 | Nationwide Discount Benefit Service, LLC | Registered |
| United States | PASSPORT TO HEALTH | 6/2/2003 | 78/256,742 | 8/9/2005 | 2,983,931 | Nationwide Discount Benefit Service, LLC | Registered |
| United States | PASSPORT TO SAVINGS | 3/26/1999 | 75/668,967 | 8/22/2000 | 2,380,061 | Nationwide Discount Benefit Service, LLC | Registered |
| United States | FEELGOOD STORE | 9/5/2006 | 78/966,804 | | | Nationwide Discount Benefit Service, LLC | Pending. To be transferred with the purchase of FGS - not filed by AmeriMark. |
| United States | PASSPORT TO SECURITY | 12/9/2005 | 78/770,256 | | | Amerimark Direct LLC | Pending |
| United States | SUE SCOTT | 2/27/2001 | 76/217,112 | 9/2/2003 | 2,759,594 | Amerimark Direct LLC | Registered |
| United States | SUE SCOTT | 7/29/2003 | 78/279,982 | 8/10/2004 | 2,871,736 | Amerimark Direct LLC | Registered |
| United States | TIME FOR ME DEDICATED TO THE ART OF WELL- BEING | 5/27/2004 | 78/426,007 | 6/20/2006 | 3,107,800 | Amerimark Direct LLC | Registered |
| United States | TIME FOR ME SKINCARE | 3/31/2006 | 78/851,297 | | | Amerimark Direct LLC | Pending |
| United States | TIME FOR ME SKINPHORIA | 3/31/2006 | 78/851,316 | | | Amerimark Direct LLC | Pending |
| United States | TOT TIME | 3/28/2001 | 76/231,664 | 7/16/2002 | 2,595,894 | Amerimark Direct LLC | Registered |
| United States | WINDSOR COLLECTION | 11/5/2002 | 76/464,449 | 5/11/2004 | 2,839,616 | Amerimark Direct LLC | Registered |

| Country | Trademark | App. Date | App. No. | Reg. Date | Reg. No | Record Owner/Liens | Status/ Comments |
|---------------|--|------------|------------|-----------|------------|---|--|
| United States | CASUAL LIFESTYLE COLLECTION | 10/22/2007 | 77/310,039 | | | Amerimark Direct LLC | Pending |
| United States | TIME FOR ME | 8/2/2007 | 77/245,561 | | | Amerimark Direct LLC | Pending |
| United States | TIME FOR ME DEDICATED TO THE ART OF WELL-BEING | 8/2/2007 | 77/245,522 | | | Amerimark Direct LLC | Pending |
| United States | ANGEL PILLOWS | 3/20/2007 | 77/135,383 | | | Amerimark Direct LLC | Pending |
| United States | EZRETURN LABEL | 2/20/2007 | 77/111,159 | | | Amerimark Direct LLC | Pending |
| Ohio State | ANTHONY RICHARDS* † | | | | 11/25/1996 | Amerimark Direct LLC | Registered |
| Ohio State | BEAUTY BOUTIQUE | | | | 11/25/1996 | Amerimark Direct LLC | Registered |
| Ohio State | LINGERIE PLACE | | | | 11/25/1996 | Amerimark Direct LLC | Registered |
| Ohio State | LINGERIE WAREHOUSE | | | | 11/25/1996 | Amerimark Direct LLC | Registered |
| Ohio State | STORK KIT | | | | 9/3/2004 | Amerimark Direct LLC | Registered |
| Canada | AMERIMARK & DESIGN | 10/16/2000 | 1078,933 | | | Amerimark Direct LLC | Abandoned |
| Canada | AMERIMARK & DESIGN | 11/9/2001 | 1121,526 | | | Amerimark Direct LLC | Registered |
| Canada | WINDSOR † | 4/29/1991 | 680975 | | | Transamerica Holdings, LLC (Delaware LLC) | Registered. The record owner, Transamerica Holdings, LLC (Delaware LLC), is a predecessor-in-interest to Amerimark. |