

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nationwide Discount Benefit Service, LLC		12/14/2007	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The CIT Group/Business Credit, Inc., as Administrative Agent		
<b>Street Address:</b>	44 Whippany Road		
<b>City:</b>	Morristown		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07960		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2328507	NATIONWIDE DISCOUNT BENEFIT SERVICE	
Registration Number:	2983931	PASSPORT TO HEALTH	
Registration Number:	2380061	PASSPORT TO SAVINGS	
Serial Number:	78966804	FEELGOOD STORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	039686-0001		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		

**OP \$115.00 2328507**

Signature:	/Rhonda DeLeon/
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Date:	12/14/2007
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**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:

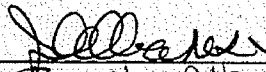
AMERIMARK HOLDINGS, LLC

By:   
Name: Joseph Albanese  
Title: Chief Financial Officer

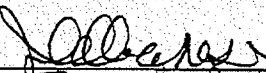
AMERIMARK DIRECT LLC

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.

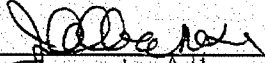
By: \_\_\_\_\_  
Name:  
Title:

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.

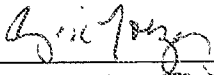
[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 003678 FRAME: 0918



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]

**TRADEMARK**  
**REEL: 003678 FRAME: 0920**

## 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 BOUTIQUE*	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.