

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT  |
| <b>NATURE OF CONVEYANCE:</b> | Release of First Lien Security Interest at Reel/Frame No. 3341/0258 |

**CONVEYING PARTY DATA**

| Name                             | Formerly | Execution Date | Entity Type           |
|----------------------------------|----------|----------------|-----------------------|
| CIT Lending Services Corporation |          | 12/14/2007     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | AmeriMark Direct, LLC               |
| <b>Street Address:</b> | 6864 Engle Road                     |
| <b>City:</b>           | Cleveland                           |
| <b>State/Country:</b>  | OHIO                                |
| <b>Postal Code:</b>    | 44130                               |
| <b>Entity Type:</b>    | LIMITED LIABILITY COMPANY: DELAWARE |

|                        |  |
|------------------------|--|
| <b>Name:</b>           | National Discount Benefit Service, LLC |
| <b>Street Address:</b> | 6864 Engle Road                        |
| <b>City:</b>           | Cleveland                              |
| <b>State/Country:</b>  | OHIO                                   |
| <b>Postal Code:</b>    | 44130                                  |
| <b>Entity Type:</b>    | LIMITED LIABILITY COMPANY: OHIO        |

**PROPERTY NUMBERS Total: 28**

| Property Type  | Number   | Word Mark                       |
|----------------|----------|---------------------------------|
| Serial Number: | 76123906 | AMERIMARK                       |
| Serial Number: | 76174450 | AMERIMARK DIRECT                |
| Serial Number: | 78377568 | AMERIMARK PREMIER EASY PAY PLAN |
| Serial Number: | 78418704 | ANGEL STEPS                     |
| Serial Number: | 73290448 | ANTHONY RICHARDS                |
| Serial Number: | 73290334 | ANTHONY RICHARDS                |
| Serial Number: | 75752101 | BAG TAG                         |
| Serial Number: | 78426728 | BEAUTY BOUTIQUE                 |

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|                |          |   |
|----------------|----------|---|
| Serial Number: | 75032694 | BUNDLE OF JOY                                     |
| Serial Number: | 76231663 | COMPLEMENTS BY ANTHONY RICHARDS                   |
| Serial Number: | 78446040 | ESSENTIALS BY ANTHONY RICHARDS                    |
| Serial Number: | 75034369 | FOOT WISE   |
| Serial Number: | 74655755 | HEALTH SOLUTIONS                                  |
| Serial Number: | 78161300 | KIDZONE!  |
| Serial Number: | 74509909 | 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: | 74329317 | WINDSOR   |
| Serial Number: | 76464449 | WINDSOR COLLECTION                                |
| Serial Number: | 75576488 | NATIONWIDE DISCOUNT BENEFIT SERVICE               |
| Serial Number: | 78256742 | PASSPORT TO HEALTH                                |
| Serial Number: | 75668967 | PASSPORT TO SAVINGS                               |

**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: 6

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**TRADEMARK**  
**REEL: 003679 FRAME: 0133**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of this 14 day of December, 2007, by CIT LENDING SERVICES CORPORATION, a Delaware corporation, in its capacity as Administrative Agent (the "Assignor"), in favor of AMERIMARK DIRECT LLC, a Delaware limited liability company and NATIONAL DISCOUNT BENEFIT SERVICE, LLC, an Ohio limited liability company (together with AmeriMark Direct LLC, "Assignee").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement or Collateral Agreement (as defined herein below), as applicable.

WHEREAS, Assignor and Assignee entered into that certain Guarantee and Collateral Agreement, dated as of June 20, 2006 (as at any time amended, restated, amended and restated, supplemented, restructured, or otherwise modified from time to time, the "Collateral Agreement"), and Assignor and Assignee entered into that certain Trademark Security Agreement (First Lien), dated as of June 20, 2006 (as at any time, amended, restated, amended and restated, supplemented, restructured, or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on June 28, 2006, at Reel 3341, Frame 0258;

WHEREAS, pursuant to the Collateral Agreement and the Trademark Security Agreement, Assignee granted to Assignor, for the ratable benefit of the Secured Parties, a security interest in and to all of its right, title and interest in the following Trademark Collateral of Assignee: (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.

WHEREAS, the Parties desire that Assignor terminate and release its security interest in the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates and releases its security interest in and to all of its right, title and interest in the Trademark Collateral including, without limitation, the trademarks of Assignee listed on Schedule A hereto.

This Release 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.

This Release 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 PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

**ASSIGNOR:**

CIT LENDING SERVICES  
CORPORATION

By: *Eric Toizer*  
Name: *Eric Toizer*  
Title: *managing Director*

Schedule A

**AMERIMARK DIRECT LLC**

| 1  | AMERIMARK & DESIGN              | FILED      | APPL#      | REGDT      | REG#       | STATUS     |
|----|---------------------------------|------------|------------|------------|------------|------------|
|    | COUNTRY                         | 10/16/2000 | 1,078,933  |            |            | ABANDONED  |
|    | CANADA                          | 11/9/2001  | 1,121,526  | 1/5/2004   | TMA598,503 | REGISTERED |
|    | CANADA                          | 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                      |            |            |            |            |            |
|    | UNITED STATES                   | 12/19/1980 | 73/290,448 | 11/25/1996 | RN226581   | REGISTERED |
|    | UNITED STATES                   | 12/19/1980 | 73/290,334 | 8/17/1982  | 1,205,801  | REGISTERED |
| 6  | BAG TAG * †                     |            |            |            |            |            |
|    | UNITED STATES                   | 7/15/1999  | 75/752,101 | 7/3/2001   | 2,466,464  | REGISTERED |
| 7  | BEAUTY BOUTIQUE                 |            |            |            |            |            |
|    | OHIO STATE                      |            |            |            |            |            |
|    | UNITED STATES                   | 5/28/2004  | 78/426,728 | 11/25/1996 | RN226882   | 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  | 3,023,998  | 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 |

|    |  |            |            |            |           |            |
|----|--|------------|------------|------------|-----------|------------|
| 13 | KIDZONE!<br>UNITED STATES  | 9/6/2002   | 78/161,300 | 12/2/2003  | 2,789,874 | REGISTERED |
| 14 | LINGERIE PLACE<br>OHIO STATE   |            |            | 11/25/1996 | RN226683  | REGISTERED |
| 15 | LINGERIE WAREHOUSE<br>OHIO STATE                                       |            |            | 11/25/1996 | RN226684  | REGISTERED |
| 16 | MAGIC LIFT* †<br>UNITED STATES   | 4/7/1994   | 74/509,909 | 5/7/1996   | 1,973,313 | REGISTERED |
| 17 | MIRACLE MINUTE FACE LIFT CREAM BY<br>BEAUTY BOUTIQUE*<br>UNITED STATES | 10/15/2004 | 78/500,641 |            |           | PENDING    |
| 18 | PASSPORT TO SECURITY<br>UNITED STATES                                  | 12/9/2005  | 78/770,256 |            |           | PENDING    |
| 19 | STORK KIT<br>OHIO STATE  |            |            | 9/3/2004   | 1486117   | REGISTERED |
| 20 | SUE SCOTT<br>UNITED STATES   | 2/27/2001  | 76/217,112 | 9/2/2003   | 2,759,594 | REGISTERED |
| 21 | SUE SCOTT<br>UNITED STATES   | 7/29/2003  | 78/279,982 | 8/10/2004  | 2,871,736 | REGISTERED |
| 22 | TIME FOR ME DEDICATED TO THE ART OF WELL-BEING<br>UNITED STATES        | 5/27/2004  | 78/426,007 |            |           | ALLOWED    |
| 23 | TIME FOR ME SKINCARE<br>UNITED STATES                                  | 3/31/2006  | 78/851,297 |            |           | PENDING    |
| 24 | TIME FOR ME SKINPHORIA<br>UNITED STATES                                | 3/31/2006  | 78/851,316 |            |           | PENDING    |
| 25 | TOT TIME<br>UNITED STATES  | 3/28/2001  | 76/231,664 | 7/16/2002  | 2,595,894 | REGISTERED |
| 26 | WINDSOR†<br>CANADA   | 4/29/1991  | 680975     | 8/6/1993   | TM415149  | REGISTERED |
|    | WINDSOR COLLECTON<br>UNITED STATES                                     | 11/9/1992  | 74/329,317 | 5/10/1994  | 1,835,389 | REGISTERED |
| 27 | WINDSOR COLLECTON<br>UNITED STATES                                     | 11/5/2002  | 76/464,449 | 5/11/2004  | 2,839,616 | REGISTERED |

\* KeyBank National Association holds a security interest in the mark, which interest has been improperly reflected in the USPTO database.  
† Registrant reflected in USPTO database is predecessor-in-interest to AmeriMark



**NATIONWIDE DISCOUNT BENEFIT SERVICE, LLC**

|   | COUNTRY  | FILED      | APPL#      | REGDT     | REG#      | STATUS     |
|---|--|------------|------------|-----------|-----------|------------|
| 1 | NATIONWIDE DISCOUNT BENEFIT SERVICE<br>UNITED STATES | 10/27/1998 | 75/576,488 | 3/14/2000 | 2,328,507 | REGISTERED |
| 2 | PASSPORT TO HEALTH<br>UNITED STATES                  | 6/2/2003   | 78/256,742 | 8/9/2005  | 2,983,931 | REGISTERED |
| 3 | PASSPORT TO SAVINGS<br>UNITED STATES                 | 3/26/1999  | 75/668,967 | 8/22/2000 | 2,380,061 | REGISTERED |

TRADEMARK