

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest at Reel/Frame No. 3341/0281

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

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

Name:	National Discount Benefit Service, LLC
Street Address:	6864 Engle Road
City:	Cleveland
State/Country:	OHIO
Postal Code:	44130
Entity Type:	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

OP \$715.00 76123906

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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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 (Second 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 29, 2006, at Reel 3341, Frame 0281;

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 Termer
Name: Eric Termer
Title: Managing Director

Schedule A

	FILED	APPL#	REGDT	REG#	STATUS
1 AMERIMARK & DESIGN COUNTRY CANADA CANADA CANADA UNITED STATES AMERIMARK DIRECT UNITED STATES	10/16/2000 11/9/2001 9/7/2000	1,078,933 1,121,526 76/123,906	1/5/2004 11/12/2002	TMA598,503 2,648,166	ABANDONED REGISTERED 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
6 BAG TAG * † UNITED STATES	12/19/1980	73/290,334	11/16/1982	1,216,804	REGISTERED
7 BEAUTY BOUTIQUE OHIO STATE UNITED STATES	7/15/1999	75/752,101	7/3/2001	2,466,464	REGISTERED
8 BUNDLE OF JOY UNITED STATES	5/28/2004	78/426,728	11/25/1996	RN226582	REGISTERED
9 COMPLEMENTS BY ANTHONY RICHARDS UNITED STATES	12/14/1995	75/032,694	11/5/1996	2,013,816	REGISTERED
10 ESSENTIALS BY ANTHONY RICHARDS UNITED STATES	3/28/2001	76/231,663	12/6/2005	3,023,998	REGISTERED
11 FOOT WISE* † UNITED STATES	7/6/2004	78/446,040	2/28/2006	3,064,490	REGISTERED
12 HEALTH SOLUTIONS* † UNITED STATES	12/19/1995	75/034,369	3/10/1998	2,143,150	REGISTERED
	4/5/1995	74/655,755	5/11/1999	2,244,807	REGISTERED

13	KIDZONE!	UNITED STATES	9/6/2002	78/161,300	12/2/2003	2,789,874	REGISTERED
14	LINGERIE PLACE	OHIO STATE			11/25/1996	RN226583	REGISTERED
15	LINGERIE WAREHOUSE	OHIO STATE			11/25/1996	RN226584	REGISTERED
16	MAGIC LIFT* †	UNITED STATES	4/7/1994	74/509,909	5/7/1996	1,973,313	REGISTERED
17	MIRACLE MINUTE FACE LIFT CREAM BY BEAUTY BOUTIQUE*	UNITED STATES	10/15/2004	78/500,641			PENDING
18	PASSPORT TO SECURITY	UNITED STATES	12/9/2005	78/770,256			PENDING
19	STORK KIT	OHIO STATE			9/3/2004	1486117	REGISTERED
20	SUE SCOTT	UNITED STATES	2/27/2001	76/217,112	9/2/2003	2,759,594	REGISTERED
21	SUE SCOTT	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	UNITED STATES	5/27/2004	78/426,007			ALLOWED
23	TIME FOR ME SKINCARE	UNITED STATES	3/31/2006	78/851,297			PENDING
24	TIME FOR ME SKINPHORIA	UNITED STATES	3/31/2006	78/851,316			PENDING
25	TOT TIME	UNITED STATES	3/28/2001	76/231,664	7/16/2002	2,595,894	REGISTERED
26	WINDSOR+	CANADA	4/29/1991	680975	8/6/1993	TM415149	REGISTERED
	WINDSOR	UNITED STATES	11/9/1992	74/329,317	5/10/1994	1,835,389	REGISTERED
27	WINDSOR COLLECTION	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 UNITED STATES	10/27/1998	75/576,488	3/14/2000	2,328,507	REGISTERED
2	PASSPORT TO HEALTH UNITED STATES	6/2/2003	78/256,742	8/9/2005	2,983,931	REGISTERED
3	PASSPORT TO SAVINGS UNITED STATES	3/28/1999	75/668,967	8/22/2000	2,380,061	REGISTERED

TRADEMARK

REEL: 003679 FRAME: 0149

RECORDED: 12/14/2007