

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
NATIONAL WHOLESALE LIQUIDATORS, INC.		11/13/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2908125	RIVER CLUB
Registration Number:	2922036	BLACK & SAGE
Registration Number:	2921196	ELECTRA
Registration Number:	2605072	WILSON ROSS
Registration Number:	1936676	DREAMLAND
Registration Number:	1858967	NATIONAL WHOLESALE LIQUIDATORS
Registration Number:	1763899	FRESH TREE

CORRESPONDENCE DATA

Fax Number: (404)572-5134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404 572 4600
 Email: trademarks@kslaw.com, lsims@kslaw.com, vbantug@kslaw.com
 Correspondent Name: King & Spaling LLP, Lisa Beyer Sims, Esq
 Address Line 1: 1180 Peachtree Street

OP \$190.00 2908125

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 09631.009115 NWL SECURITY

NAME OF SUBMITTER: Lisa Beyer Sims/

Signature: /Lisa B. Sims/

Date: 11/21/2008

Total Attachments: 6
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DEBTOR-IN-POSSESSION TRADEMARK SECURITY AGREEMENT

THIS DEBTOR-IN-POSSESSION TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2008 (this "Trademark Security Agreement", by NATIONAL WHOLESALE LIQUIDATORS, INC., a New York corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, on November 10, 2008 (the "Petition Date"), the Borrowers and the Guarantors (as hereinafter defined) commenced Chapter 11 Cases, as administratively consolidated as Chapter 11 Case No. 08-12847 (MFW) (each a "Chapter 11 Case" and collectively, the "Chapter 11 Cases") by filing separate voluntary petitions for reorganization under Chapter 11, 11 U.S.C. 101 et seq. (the "Bankruptcy Code"), with the United States Bankruptcy Court for the District of Delaware (the "US Bankruptcy Court").

WHEREAS, the Borrowers and the Guarantors continue to operate their respective businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, pursuant to that certain Senior Secured Priming and Superpriority Debtor-In-Possession Credit Agreement dated as of the date hereof by and among Grantor and its Subsidiaries named therein as borrowers (the "Borrowers"), the Persons named therein as Credit Parties, Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Revolving Credit Advances available to Borrowers including, without limitation, Grantor;

WHEREAS, Agent and Lenders are willing to make the Revolving Credit Advances as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and the other Credit Parties shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Debtor-In-Possession Security Agreement dated as of the date herewith (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

WHEREAS, the grant of the Liens created herein and in the Security Agreement have been authorized pursuant to Sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code by the Interim Order (as defined in the Credit Agreement) and (after its entry by the US Bankruptcy Court) the Final Order (as defined in the Credit Agreement); and

WHEREAS, to supplement the Interim Order and the Final Order without in any way diminishing or limiting the effect of the Interim Order and the Final Order or the security

interests granted thereunder, the parties hereto desire to more fully set forth their respective rights in connection with such security interests.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. Grant Of Security Interest In Trademark Collateral. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest (subject to the Permitted Encumbrances) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto (but excluding intent to use applications);

(b) all reissues, extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of Lenders, pursuant to the Security Agreement and are limited as set forth in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization to Supplement. Without limiting Grantor's obligations under the Credit Agreement, the Security Agreement or this Trademark Security Agreement, Grantor hereby authorizes Agent to modify this Trademark Security Agreement by amending Schedule I to include any new trademark rights of Grantor that become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. Conflict. In the event of any conflict between this Trademark Security Agreement (or any portion thereof) and the Orders, the terms of the Orders shall govern. Nothing contained in this Trademark Security Agreement shall allow the Agent or require any Grantor to take any action that would violate the Orders.

6. Termination of this Trademark Security Agreement. This Trademark Security Agreement shall terminate on the Termination Date as defined in the Credit Agreement.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NATIONAL WHOLESALE LIQUIDATORS, INC.

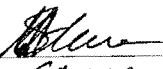
By: _____

Michael P. Gold
Chief Financial Officer

Signature Page to Trademark Security Agreement [National Wholesale Liquidators, Inc.]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: SAMIR MUKHTAR
Title: DULY AUTHORIZED SIGNATORY

Signature Page to Trademark Security Agreement [GE Capital]

TRADEMARK
REEL: 003892 FRAME: 0307

Schedule I

Trademarks

**Trademarks
NWL Holdings, Inc.**

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
River Club	76-566521	2908125	12/07/04	National Wholesale Liquidators, Inc.
Black & Sage	76-511674	2922036	02/01/05	National Wholesale Liquidators, Inc.
Electra	76-463901	2921196	01/25/05	National Wholesale Liquidators, Inc.
Wilson Ross	75-449899	2605072	08/06/02	National Wholesale Liquidators, Inc.
Dreamland	74-544997	1936676	11/21/95	National Wholesale Liquidators, Inc.
National Wholesale Liquidators	74-292672	1858967	10/18/94	National Wholesale Liquidators, Inc.
Fresh Tree	74-299-817	1763899	4/13/93	National Wholesale Liquidators, Inc.