

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - First Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Consumers Club, Incorporated		01/26/2011	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	Loan and Agency Services Group		
Internal Address:	10 South Dearborn Street, Floor 07		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1074520	DIRECTION	
Registration Number:	2547225	UCC	
Registration Number:	2376097	UCC TOTAL HOME	
Registration Number:	0967850	UNITED CONSUMERS CLUB	
Registration Number:	3047273	DIRECTBUY	
Registration Number:	1456795	UCC	
Registration Number:	2413062	UCC TOTAL HOME	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		

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**TRADEMARK
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Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1381

NAME OF SUBMITTER: Mindy M. Lok

Signature: /ml/

Date: 01/27/2011

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 26, 2011, is made by United Consumers Club, Incorporated, an Indiana corporation (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the “Agent”) for the Secured Parties (as defined in the First Lien Guarantee and Collateral Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Revolving Credit Agreement, dated as of January 26, 2011, among DirectBuy Holdings, Inc., (the “Borrower”), the Administrative Agent and the banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of January 26, 2011, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the First Lien Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the First Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the ratable benefit of the Secured Parties to secure the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the First Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The First Lien Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the First Lien Guarantee and Collateral Agreement, the terms of the First Lien Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UNITED CONSUMERS CLUB,
INCORPORATED

By: 

Name: Mark J. Boggess

Title: Chief Financial Officer
and Treasurer

Signature Page to Grant of Security Interest in Trademark Rights

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JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: Phil Mulder
Name: Phil Mulder
Title: VP, Officer

Signature Page to Grant of Security Interest in Trademark Rights

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SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration No./ Application No.	Registration Date/ Filing Date
DIRECTION	1,074,520	10/4/77
UCC	2,547,225	3/12/02
UCC TOTAL HOME and DESIGN	2,376,097	8/8/00
UNITED CONSUMERS CLUB	967,850	9/4/73
DIRECTBUY	3,047,273	1/24/06
UCC	1,456,795	9/8/87
UCC TOTAL HOME	2,413,062	12/12/00

Exclusive Inbound Licenses in U.S. Trademark Registrations and Applications

Owner/Licensor	Registration No./Application No.	Name	Description of License
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None.