

## 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
Buyers Laboratory LLC		05/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1755824	BUYERS LABORATORY INC. BLI 1991	
CORRESPONDENCE DATA			
Fax Number:	6123408856		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-492-6842		
Email:	cadwell.jeffrey@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP, 50 South Sixth St		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	M232180		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
Signature:	/Jeffrey R. Cadwell/		

Date:

06/26/2012

**Total Attachments: 4**

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## CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of May 21, 2012, by and from each of the corporations party hereto (each, a "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Buyers Laboratory LLC, a Delaware limited liability company (the "Borrower"), the Lenders, and the Secured Party, one of the Lenders, as administrative agent for the Lenders (the "Administrative Agent"), and letter of credit issuer, have entered into a Credit Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented, extended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to extend to the Borrower certain credit accommodations;

WHEREAS, BLI Holding Inc., a Delaware corporation, BLI Holding Intermediate LLC, a Delaware limited liability company, and each other Grantor (other than the Borrower) from time to time party thereto has executed and delivered in favor of the Secured Party a Guaranty dated concurrently herewith (as amended, restated or otherwise modified from time to time, the "Guaranty") pursuant to which such Grantor has, among other things, unconditionally guaranteed all of the Borrower's obligations under the Credit Agreement;

WHEREAS, each Grantor has granted security interests to the Secured Party under that certain Pledge and Security Agreement and Irrevocable Proxy dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, each Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Grantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver

to each Grantor (at such Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) Each Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by such Grantor;

(c) Unless and until an Event of Default shall occur and be continuing, each Grantor shall retain the legal and equitable title to its Trademarks and shall have the right to use and register such Trademarks in the ordinary course of the business of such Grantor.

3) Governing Law. This Confirmatory Grant shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

**BUYERS LABORATORY LLC**

By: 

Name: Michael Danziger

Title: Chief Executive Officer

Notice Information:

Buyers Laboratory LLC

c/o SFW Capital Partners, LLC

22 Elm Place

Rye, New York 10580

Attention: Ahmad Sheikh

Telephone: (914) 510-8916

Facsimile: (914) 510-8911


Confirmatory Grant of Security Interest in Trademarks

**TRADEMARK**  
**REEL: 004808 FRAME: 0702**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Trademark	Reg. No.	Reg. Date	Country
BUYERS LABORATORY INC. BLI 1991 	1,755,824	3/2/1993	United States of America

*Exhibit A*