

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
United Consumers Club, Incorporated		11/05/2012	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
Name:	Bayside DirectBuy, LLC, as Second Lien Agent
Street Address:	600 Fifth Avenue
Internal Address:	24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 7</b>		
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

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2123108007
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-310-0000
Email:	amara.gossin@weil.com, brian.lee@weil.com

CH \$190.00 1074520

Correspondent Name: Amara Gossin  
Address Line 1: Weil, Gotshal & Manges LLP  
Address Line 2: 767 Fifth Avenue  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	22541.0004/AMARA GOSSIN
NAME OF SUBMITTER:	Amara Gossin
Signature:	/Amara Gossin/
Date:	11/07/2012

**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 November 5, 2012, is made by United Consumers Club, Incorporated, an Indiana corporation (the "Grantor"), in favor of Bayside DirectBuy, LLC, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, dated as of November 5, 2012, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among DirectBuy Holdings, Inc. (the "Borrower"), the several lenders from time to time parties thereto (the "Lenders") and the Collateral Agent, the Lenders have agreed to make extensions of credit to the Borrower on the terms set forth in the Credit Agreement;

WHEREAS, in connection with the Credit Agreement and the extensions of credit, the Grantor has executed and delivered the Second Lien Guarantee and Collateral Agreement, dated as of November 5, 2012, in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property, including 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, the Grantor agrees, for the benefit of the Collateral 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 Security 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 Collateral 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 Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security 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 Security Agreement, the terms of the Security 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.

SECTION 6. Rights of Collateral Agent. In acting under this Agreement, the Collateral Agent shall have all of the rights, protections and immunities granted to it under the Security Agreement.

BAYSIDE DIRECTBUY, LLC, as Collateral Agent

By:  \_\_\_\_\_

Name: John Baffoluc

Title: Authorized Signatory

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: Kevin McKeon

Name: Kevin McKeon

Title: Chief Financial Officer

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>Registration No./ Application No.</b>	<b>Registration Date/ Filing Date</b>
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**

<b>Owner/Licensor</b>	<b>Registration No./Application No.</b>	<b>Name</b>	<b>Description of License</b>
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**None.**