

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Interest - First Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		04/30/2015	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	United Consumers Club, Incorporated		
Street Address:	8450 Broadway		
City:	Merrillville		
State/Country:	INDIANA		
Postal Code:	46410		
Entity Type:	CORPORATION: INDIANA		
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:	967850	UNITED CONSUMERS CLUB	
Registration Number:	3047273	DIRECTBUY	
Registration Number:	1456795	UCC	
Registration Number:	2413062	UCC TOTAL HOME	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(650) 251-5094		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Linda M. Nyberg, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509600/0318		
NAME OF SUBMITTER:	Linda M. Nyberg		

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SIGNATURE:	/lmn/
DATE SIGNED:	05/01/2015
Total Attachments: 4 source=UCCIRelease#page1.tif source=UCCIRelease#page2.tif source=UCCIRelease#page3.tif source=UCCIRelease#page4.tif	

TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This TERMINATION AND RELEASE, dated as of April 30, 2015, is made by J.P. Morgan Chase Bank, N.A., as Administrative Agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the First Lien Guarantee and Collateral Agreement described below), in favor of United Consumers Club, Incorporated, an Indiana corporation (the "Grantor").

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Credit Agreement, the First Lien Guarantee and Collateral Agreement or the Trademark Security Agreement, as applicable (each as defined below).

WITNESSETH

WHEREAS, pursuant to the Revolving Credit Agreement, dated as of January 26, 2011, among DirectBuy Holdings, Inc. (the "Borrower"), the Agent and the banks and other financial institutions or entities from time to time parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Revolving Credit Agreement"), the First Lien Guarantee and Collateral Agreement, dated as of January 26, 2011, among the Borrower and certain of its Subsidiaries (including the Grantor), and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "First Lien Guarantee and Collateral Agreement") and the Grant of Security Interest in Trademark Rights, dated as of January 26, 2011, among the Grantor and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), the Grantor granted to the Agent a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 27, 2011, at Reel/Frame No. 4461/0891;

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the First Lien Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged:

1. Definitions. The term "Trademark Collateral" as used herein shall mean all of the Grantor's right, title and interest in and to the Trademarks (as defined in the First Lien and Collateral Agreement and including the registered trademarks and applications for the registration of trademarks set forth on Schedule A hereto) and corresponding goodwill.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges fully its Security Interest in all right, title and interest of the Grantor in, to and under all of the Trademark Collateral. The Agent hereby assigns, transfers and conveys any right, title and interest that the Agent may have in, to and under the Trademark Collateral (if any) to the Grantor.

3. Governing Law. This Termination and Release and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this TERMINATION AND
RELEASE OF TRADEMARK SECURITY INTEREST as of the date written above.

J.P. MORGAN CHASE BANK, N.A.

By: Kyle S. Middle

Name: Kyle S. Middle

Title: Deputy Authorized Signatory

[Signature Page to Release of Trademark Security Interest]

**SCHEDULE A
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

Registered Trademarks and Applications for the Registration of Trademarks

	Title	App./Reg. No.
1.	DIRECTION	1,074,520
2.	UCC	2,547,225
3.	UCC TOTAL HOME and DESIGN	2,376,097
4.	UNITED CONSUMERS CLUB	967,850
5.	DIRECTBUY	3,047,273
6.	UCC	1,456,795
7.	UCC TOTAL HOME	2,413,062