

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398080

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT FOR SECURITY -- TRADEMARKS

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AmeriMark Direct LLC		09/08/2016	Limited Liability Company: DELAWARE
Dr. Leonard's Healthcare Corp.		09/08/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ABC Funding, LLC, as collateral agent
<b>Street Address:</b>	222 Berkeley Street
<b>Internal Address:</b>	17th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	1818850	DR. LEONARD'S
Registration Number:	2290178	CAROL WRIGHT GIFTS
Registration Number:	1571261	CAROL WRIGHT
Registration Number:	1571260	CAROL WRIGHT
Registration Number:	1542841	
Registration Number:	3709487	SHOPSMART CLUB
Registration Number:	3709682	DR. LEONARD'S SHOPNOW PAY PLAN
Registration Number:	3709681	SHOPNOW PAY PLAN
Registration Number:	3909954	CAROL WRIGHT GIFTS SHOPNOW PAY PLAN
Registration Number:	3826497	DR. LEONARD'S
Registration Number:	3815161	DR. LEONARD'S
Registration Number:	3859252	DR. LEONARD'S
Registration Number:	3870037	DR. LEONARD'S
Registration Number:	4928913	
Registration Number:	4942701	DR. LEONARD'S
Registration Number:	3427598	CAROL WRIGHT

CH \$1590.00 1818850

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3755631	CW CLASSICS
Registration Number:	3870038	DR. LEONARD'S VELVET LIFT
Registration Number:	3403564	DR. LEONARD'S HOUSE CALLS
Registration Number:	3454336	DR. LEONARD'S HOUSE CALLS
Registration Number:	3315687	DR. LEONARD'S HOUSE CALLS
Registration Number:	3388034	REJUVENATE IDEAS TO RENEW, RELIEVE AND R
Registration Number:	3511053	REJUVENATE IDEAS TO RENEW, RELIEVE AND R
Serial Number:	86861257	TRY CAROL
Serial Number:	86861261	GET CAROL
Serial Number:	86862636	SHOPNOW PAY PLAN
Serial Number:	86870022	CAROL WRIGHT GIFTS
Serial Number:	86946105	CAROL WRIGHT GIFTS PRESENTS LIVING IN ST
Registration Number:	2648156	AMERIMARK
Registration Number:	2676385	AMERIMARK DIRECT
Registration Number:	3898878	AMERIMARK HOLDINGS
Registration Number:	3071913	AMERIMARK PREMIER EASY PAY PLAN
Registration Number:	4122516	ANGEL FLEX
Registration Number:	3121641	ANGEL STEPS
Registration Number:	1216804	ANTHONY RICHARDS
Registration Number:	1205801	ANTHONY RICHARDS
Serial Number:	86651813	ANTHONY RICHARDS WHERE VALUE IS ALWAYS I
Serial Number:	86651804	ANTHONY RICHARDS WHERE VALUE IS ALWAYS I
Registration Number:	2994762	BEAUTY BOUTIQUE
Registration Number:	4329010	COMFORTROL
Registration Number:	4329011	COMFORTROL
Registration Number:	3023998	COMPLEMENTS BY ANTHONY RICHARDS
Registration Number:	4051219	EASYLIVING
Registration Number:	4288278	EASY ORDER REFILL
Registration Number:	4288279	EOR
Registration Number:	3064490	ESSENTIALS BY ANTHONY RICHARDS
Registration Number:	3684696	EZRETURN LABEL
Registration Number:	3725622	FEELGOOD STORE
Registration Number:	3351175	FEELGOOD STORE
Registration Number:	3778717	HEALTHY LIVING BY AMERIMARK
Serial Number:	86932863	LIZA & ROSE
Registration Number:	3633108	MIRACLE MINUTE FACE LIFT CREAM BY BEAUTY
Registration Number:	3634946	ONWATCH
Registration Number:	2983931	PASSPORT TO HEALTH

Property Type	Number	Word Mark
Registration Number:	2380061	PASSPORT TO SAVINGS
Registration Number:	2759594	SUE SCOTT
Registration Number:	2871736	SUE SCOTT
Registration Number:	3421932	TIME FOR ME
Registration Number:	3107800	TIME FOR ME DEDICATED TO THE ART OF WELL
Registration Number:	3421931	TIME FOR ME DEDICATED TO THE ART OF WELL
Registration Number:	3815219	WALK & TRIM
Registration Number:	1835389	WINDSOR
Registration Number:	2839616	WINDSOR COLLECTION

**CORRESPONDENCE DATA**

**Fax Number:** 2125935955  
*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.*  
**Phone:** 212-756-2132  
**Email:** scott.kareff@srz.com  
**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP  
**Address Line 1:** 919 Third Avenue  
**Address Line 2:** 25th Floor  
**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	014951-1227
<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951-1227)
<b>SIGNATURE:</b>	/kc for sk/
<b>DATE SIGNED:</b>	09/12/2016

**Total Attachments: 12**  
source=Trademark Assignment for Security for AmeriMark Direct LLC and 1 other - ABC Funding, LLC#page1.tif  
source=Trademark Assignment for Security for AmeriMark Direct LLC and 1 other - ABC Funding, LLC#page2.tif  
source=Trademark Assignment for Security for AmeriMark Direct LLC and 1 other - ABC Funding, LLC#page3.tif  
source=Trademark Assignment for Security for AmeriMark Direct LLC and 1 other - ABC Funding, LLC#page4.tif  
source=Trademark Assignment for Security for AmeriMark Direct LLC and 1 other - ABC Funding, LLC#page5.tif  
source=Trademark Assignment for Security for AmeriMark Direct LLC and 1 other - ABC Funding, LLC#page6.tif  
source=Trademark Assignment for Security for AmeriMark Direct LLC and 1 other - ABC Funding, LLC#page7.tif  
source=Trademark Assignment for Security for AmeriMark Direct LLC and 1 other - ABC Funding, LLC#page8.tif  
source=Trademark Assignment for Security for AmeriMark Direct LLC and 1 other - ABC Funding, LLC#page9.tif  
source=Trademark Assignment for Security for AmeriMark Direct LLC and 1 other - ABC Funding, LLC#page10.tif  
source=Trademark Assignment for Security for AmeriMark Direct LLC and 1 other - ABC Funding, LLC#page11.tif  
source=Trademark Assignment for Security for AmeriMark Direct LLC and 1 other - ABC Funding, LLC#page12.tif

## ASSIGNMENT FOR SECURITY -- TRADEMARKS

This ASSIGNMENT FOR SECURITY -- Trademark (this "Trademark Security Agreement") is made as of September 8, 2016, by (i) Dr. Leonard's Healthcare Corp., a Delaware corporation and (ii) AmeriMark Direct LLC, a Delaware limited liability company (each, an "Assignor" and collectively, the "Assignors"), in favor of ABC Funding, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Assignee").

WHEREAS, each Assignor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignors have entered into a Pledge and Security Agreement, dated as of September 8, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Assignee; and

WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of each Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be

equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

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

DR. LEONARD'S HEALTHCARE CORP.

By:   
Name: Joseph Albanese  
Title: President and Chief Financial Officer

AMERIMARK DIRECT LLC


By: \_\_\_\_\_  
Name: Mark Ethier  
Title: Chief Executive Officer

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

DR. LEONARD'S HEALTHCARE CORP.

By: \_\_\_\_\_  
Name: Joseph Albanese  
Title: President and Chief Financial Officer

AMERIMARK DIRECT LLC

By:  \_\_\_\_\_  
Name: Mark Ethier  
Title: Chief Executive Officer

AmeriMark  
Trademark Security Agreement

**TRADEMARK**  
**REEL: 005874 FRAME: 0104**

SCHEDULE A TO ASSIGNMENT FOR SECURITY --TRADEMARKS

<b>Company</b>	<b>Country</b>	<b>Trademark</b>	<b>Application or Registration No.</b>	<b>Filing/Registration Date</b>
Dr. Leonard's Healthcare Corp.	US	DR. LEONARD'S	1,818,850	02/01/1994
Dr. Leonard's Healthcare Corp.	US	CAROL WRIGHT GIFTS	2,290,178	11/02/1999
Dr. Leonard's Healthcare Corp.	US	CAROL WRIGHT	1,571,261	12/12/1989
Dr. Leonard's Healthcare Corp.	US	CAROL WRIGHT (Stylized)	1,571,260	12/12/1989
Dr. Leonard's Healthcare Corp.	US	CAROL WRIGHT PORTRAIT LOGO	1,542,841	06/06/1989
Dr. Leonard's Healthcare Corp.	US	SHOPSMART CLUB (& Design)	3,709,487	11/10/2009
Dr. Leonard's Healthcare Corp.	US	DR. LEONARD'S SHOPNOW PAY PLAN	3,709,682	11/10/2009
Dr. Leonard's Healthcare Corp.	US	SHOPNOW PAY PLAN (Stylized)	3,709,681	11/10/2009



<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing/Registration Date</u>
Dr. Leonard's Healthcare Corp.	US	CAROL WRIGHT GIFTS SHOPNOW PAY PLAN	3,909,954	01/25/2011
Dr. Leonard's Healthcare Corp.	US	DR. LEONARD'S	3,826,497	07/27/2010
Dr. Leonard's Healthcare Corp.	US	DR. LEONARD'S	3,815,161	07/06/2010
Dr. Leonard's Healthcare Corp.	US	DR. LEONARD'S	3,859,252	10/12/2010
Dr. Leonard's Healthcare Corp.	US	DR. LEONARD'S	3,870,037	11/02/2010
Dr. Leonard's Healthcare Corp.	US	DR. LEONARD'S LOGO DESIGN	4,928,913	03/02/2015
Dr. Leonard's Healthcare Corp.	US	DR. LEONARD'S & LOGO DESIGN	4,942,701	03/02/2015
Dr. Leonard's Healthcare Corp.	US	CAROL WRIGHT (Stylized)	3,427,598	05/13/2008
Dr. Leonard's Healthcare Corp.	US	CW CLASSICS	3,755,631	03/02/2010
Dr. Leonard's Healthcare Corp.	US	DR. LEONARD'S VELVET LIFT	3,870,038	11/02/2010

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing/Registration Date</u>
Dr. Leonard's Healthcare Corp.	US	DR. LEONARD'S HOUSE CALLS	3,403,564	03/25/2008
Dr. Leonard's Healthcare Corp.	US	DR. LEONARD'S HOUSE CALLS	3,454,336	06/24/2008
Dr. Leonard's Healthcare Corp.	US	DR. LEONARD'S HOUSE CALLS (& Logo)	3,315,687	10/23/2007
Dr. Leonard's Healthcare Corp.	US	REJUVENATE – IDEAS TO RENEW, RELIEVE & RELAX	3,388,034	02/26/2008
Dr. Leonard's Healthcare Corp.	US	REJUVENATE – IDEAS TO RENEW, RELIEVE & RELAX (Design)	3,511,053	10/07/2008
Dr. Leonard's Healthcare Corp.	US	TRY CAROL	86861257	12/29/2015
Dr. Leonard's Healthcare Corp.	US	GET CAROL	86861261	12/29/2015
Dr. Leonard's Healthcare Corp.	US	SHOPNOW PAY PLAN (Non-Distinctive Letters)	86862636	12/30/2015

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing/Registration Date</u>
Dr. Leonard's Healthcare Corp	US	CAROL WRIGHT GIFTS	86870022	01/08/2016
Dr. Leonard's Healthcare Corp.	US	CAROL WRIGHT GIFTS PRESENTS LIVING IN STYLE	86946105	03/18/2016
Dr. Leonard's Healthcare Corp.	Canada	DR. LEONARD'S	497,211	07/09/1998
Dr. Leonard's Healthcare Corp.	Canada	CAROL WRIGHT	555,636	12/18/2001
Dr. Leonard's Healthcare Corp.	Canada	DR. LEONARD'S	1,302,727	05/24/2006
AmeriMark Direct LLC	Canada	AMERIMARK & DESIGN	598,503	01/05/2004
AmeriMark Direct LLC	US	AMERIMARK & DESIGN	2,648,156	11/12/2002
AmeriMark Direct LLC	US	AMERIMARK DIRECT	2,676,385	01/21/2003
AmeriMark Direct LLC	US	AMERIMARK HOLDINGS, LLC (and Design)	3,898,878	01/04/2011

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing/Registration Date</u>
AmeriMark Direct LLC	US	AMERIMARK PREMIER EASY PAY PLAN	3,071,913	03/21/2006
AmeriMark Direct LLC	US	ANGEL FLEX	4,122,516	04/03/2012
AmeriMark Direct LLC	US	ANGEL STEPS	3,121,641	07/25/2006
AmeriMark Direct LLC	US	ANTHONY RICHARDS	1,216,804	11/16/1982
AmeriMark Direct LLC	US	ANTHONY RICHARDS	1,205,801	08/17/1982
AmeriMark Direct LLC	US	ANTHONY RICHARDS WHERE VALUE IS ALWAYS IN STYLE (Stylized Design)	86651813	06/04/2015
AmeriMark Direct LLC	US	ANTHONY RICHARDS WHERE VALUE IS ALWAYS IN STYLE (Mark)	86651804	06/04/2015

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing/Registration Date</u>
AmeriMark Direct LLC	US	BEAUTY BOUTIQUE	2,994,762	09/13/2005
AmeriMark Direct LLC	US	COMFORTROL (& Design)	4,329,010/011	4/30/2013
AmeriMark Direct LLC	US	COMPLEMENTS BY ANTHONY RICHARDS	3,023,998	12/06/2005
AmeriMark Direct LLC	US	EASY LIVING	4,051,219	11/8/2011
AmeriMark Direct LLC	US	EASY ORDER REFILL	4,288,278	02/12/2013
AmeriMark Direct LLC	US	EOR	4,288,279	02/12/2013
AmeriMark Direct LLC	US	ESSENTIALS BY ANTHONY RICHARDS	3,064,490	02/28/2006
AmeriMark Direct LLC	US	EZRETURNLABEL	3,684,696	09/15/2009
AmeriMark Direct LLC	US	FEELGOOD STORE	3,725,622	12/15/2009

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing/Registration Date</u>
AmeriMark Direct LLC	US	FEELGOOD STORE	3,351,175	12/11/2007
AmeriMark Direct LLC	US	HEALTHY LIVING BY AMERIMARK	3,778,717	04/20/2010
AmeriMark Direct LLC	US	LIZA & ROSE (Design & Mark)	86932863	03/08/2016
AmeriMark Direct LLC	US	MIRACLE MINUTE FACE LIFT CREAM BY BEAUTY BOUTIQUE	3,633,108	06/02/2009
AmeriMark Direct LLC	US	ONWATCH (Design & Trademark)	3,634,946	06/09/2009
AmeriMark Direct LLC	US	PASSPORT TO HEALTH	2,983,931	08/09/2005
AmeriMark Direct LLC	US	PASSPORT TO SAVINGS	2,380,061	08/22/2000
AmeriMark Direct LLC	US	SUE SCOTT (Service Mark)	2,759,594	09/02/2003
AmeriMark Direct LLC	US	SUE SCOTT	2,871,736	08/10/2004

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing/Registration Date</u>
AmeriMark Direct LLC	US	TIME FOR ME	3,421,932	05/06/2008
AmeriMark Direct LLC	US	TIME FOR ME DEDICATED TO THE ART OF WELL-BEING	3,107,800	06/20/2006
AmeriMark Direct LLC	US	TIME FOR ME DEDICATED TO THE ART OF WELL-BEING	3,421,931	05/06/2008
AmeriMark Direct LLC	US	WALK & TRIM	3,815,219	07/06/2010
AmeriMark Direct LLC	US	WINDSOR	1,835,389	05/10/1994
AmeriMark Direct LLC	US	WINDSOR COLLECTION	2,839,616	05/11/2004