

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Paradies Shops, LLC		05/28/2010	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	The CIT Group/Business Credit, Inc., as Collateral Agent		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3504659	PRESS EXPRESS	
Registration Number:	3504656	READ & RETURN	
Registration Number:	3504654	BUY IT, READ IT, RETURN IT! READ & RETURN RECEIVE A 50% REFUND!	
Registration Number:	3504657	PRESS EXPRESS	
Registration Number:	3590348	H2O & A PAPER TO GO	
Registration Number:	3597672	H2O & A PAPER TO GO! MAKING THINGS BETTER! THE PARADIES SHOPS	
Registration Number:	2721120	DESIGNS BY SUE VENIR	
Registration Number:	3650516	DRUGS & MORE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		

OP \$215.00 3504659

Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	040896-0028
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	06/10/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 28, 2010 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by The Paradies Shops, LLC (the "Company") in favor of The CIT Group/Business Credit, Inc., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, the Company and the other Grantors are party to the Pledge and Security Agreement, dated as of May 28, 2010 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Company, the other Grantors party thereto and the Collateral Agent, pursuant to which the Grantors (including the Company) granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

SECTION 2.1 Grant of Security. The Company hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Company's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (a) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (b) all renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything to the contrary contained in Section 2.1, the security interest created by this Agreement shall not extend to, the definition of "Trademark Collateral" shall not include, and no Lien is or shall be created in favor of the Collateral Agent or any other Secured Party in the Company's right, title and interest in, any Excluded Collateral, but only to the extent, and for so long as, so excluded as set forth in the definition of Excluded Collateral.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Company hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE PARADIES SHOPS, LLC

By: Don Marek
Don Marek,
Its Authorized Signatory

STATE OF Georgia
COUNTY OF Coweta } ss.

On this ___ day of _____, _____ before me personally appeared Don Marek proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Deborah W Croker
Notary Public

Deborah W. Croker
Notary Public
Coweta County, GA
My Commission Exp 8/8/2010

Trademark Security Agreement

Accepted and Agreed:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Collateral Agent

By: Robert L. Klein
Name: Robert L. Klein
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

	Registration Number / (Serial Number)	Registration Date / (Filing Date)
PRESS EXPRESS	3,504,659	09/23/08
READ RETURN	3,504,656	09/23/08
BUY IT, READ IT, RETURN IT! READ AND RETURN and Design	3,504,654	09/23/08
PRESS EXPRESS and Design	3,504,657	09/23/08
H2O & A PAPER TO GO	3,590,348	03/17/09
H2O & A PAPER TO GO and Design	3,597,672	03/31/09
DESIGNS BY SUE VENIR	2,721,120	06/30/03
DRUGS & MORE and Design	3,650,516	07/07/09