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
Care Packages, LLC		06/05/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza -- MD 10809F
Internal Address:	Attn: Structured Finance Group
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2400034	COUCH POTATO

CH $40.00 2400034

CORRESPONDENCE DATA

Fax Number: 2025339099

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-467-8856
Email: behogue@vorys.com, iplaw@vorys.com
Correspondent Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: P.O. Box 2255 -- IPLAW@VORYS
Address Line 2: Attn: Richard S. Donnell, Esq.
Address Line 4: Columbus, OHIO 43216

ATTORNEY DOCKET NUMBER:	05252-895/0769/CARE ASSIG
NAME OF SUBMITTER:	Richard S. Donnell

Signature:	/richard s donnell/
Date:	06/14/2012

Total Attachments: 12
source=Trademark Security Agreement Care Packages#page1.tif
source=Trademark Security Agreement Care Packages#page2.tif
source=Trademark Security Agreement Care Packages#page3.tif
source=Trademark Security Agreement Care Packages#page4.tif
source=Trademark Security Agreement Care Packages#page5.tif
source=Trademark Security Agreement Care Packages#page6.tif
source=Trademark Security Agreement Care Packages#page7.tif
source=Trademark Security Agreement Care Packages#page8.tif
source=Trademark Security Agreement Care Packages#page9.tif
source=Trademark Security Agreement Care Packages#page10.tif
source=Trademark Security Agreement Care Packages#page11.tif
source=Trademark Security Agreement Care Packages#page12.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 5, 2012 (the "Effective Date"), is entered into by and between CARE PACKAGES, LLC, a Delaware limited liability company ("Debtor"), whose principal place of business and mailing address is 10411 Motor City Drive, Suite 650, North Bethesda, Maryland 20817, and FIFTH THIRD BANK, an Ohio banking corporation, for itself and as agent for each affiliate of Fifth Third Bancorp (hereinafter collectively, "Secured Party"). Debtor hereby grants to Secured Party a continuing security interest in and to, and Lien on, all of the Trademark Collateral, as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

1. SECURED OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of all of the Obligations (including, without limitation, the Cross-Guaranteed Obligations).

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (the "Trademark Collateral") comprises collectively: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights that Debtor holds corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any intent to use trademark applications for which an amendment to allege use or statement of use has not been filed and accepted by the United States Patent and Trademark Office ("Intent to Use Applications"), to the extent that any valid and enforceable law or regulation applicable to Intent to Use Applications prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein; *provided*, that, immediately upon the ineffectiveness, lapse or termination of any such restriction (collectively, the "Restrictions" and each, a "Restriction"), the Trademark Collateral shall include, and Debtor shall be deemed to have granted a security interest in and Lien on, all Intent to Use Applications, as if such provision had never been in effect; and *provided, further*, that notwithstanding any such Restriction, the Trademark Collateral shall, to the extent such

Restriction does not by its terms apply thereto, include all rights incident or appurtenant to any Intent to Use Applications and the right to receive all proceeds and products derived from or in connection with Intent to Use Applications.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement dated of even date herewith between On Campus Marketing, LLC, a Delaware limited liability company, Collegiate Carpets, LLC, a Delaware limited liability company, Debtor and Secured Party (as the same may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement"). All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement, the "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time; and the "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

4. LICENSES:

(a) Except for licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a "Trademark License") included in the Trademark Collateral without the prior written consent of Secured Party, and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 4(b) herein.

(b) Upon the occurrence of an Event of Default, Secured Party shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver to Debtor and to each licensee under a Trademark License notice terminating the Trademark Licenses, whereupon (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which Debtor expressly waives); (ii) all rights and interests of the licensees in and to and under the Trademark Licenses will revert to Debtor; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured to Secured Party's satisfaction or is waived in writing by Secured Party, then, without any further action on the part of Secured Party, the Trademark Licenses will immediately revest with the licensees and Debtor on the cessation of such Event of Default, subject to the terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce the Secured Party to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents to the Secured Party that the following statements are as of the date hereof and as of the date that each representation and warranty set forth in the Credit Agreement is required to be made or remade pursuant thereto, true:

TRADEMARK
REEL: 004801 FRAME: 0284

(a) Except for the security interest hereby granted, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, free from any Lien or license (other than Permitted Liens or any license permitted by this Agreement or set forth in Schedule I); and Debtor has full right to grant the security interest hereby granted;

(b) Set forth in Schedule I is a complete and accurate list of all (i) United States federally registered Trademarks and applications for Trademarks (or any registered Trademarks and applications for Trademarks registered in any other country or any political subdivision of that country) and (ii) Trademark License Rights owned by Debtor;

(c) Except as otherwise set forth on Schedule I, (i) as of the date of this Agreement, each registered Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to the knowledge of Debtor, each application for Trademark registration is valid, registered or registerable, enforceable, and has been duly filed with the United States Patent and Trademark Office or other authority, and (ii) Debtor has received no written notice of any infringement, misappropriation, or other violation of Debtor's right in any of the Trademark Collateral. There have been no prior uses of any item which would reasonably be expected to lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) As of the date of this Agreement, Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as disclosed on Schedule I or except as expressly permitted under Section 4(a);

(e) Except as may be set forth on Schedule I or would not reasonably be expected to have a Material Adverse Effect: (i) the Trademark License Rights are in full force and effect, (ii) Debtor is not in default under any of the Trademark License Rights, and (iii) no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(f) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Secured Party of its rights or remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS: Until the Obligations are fully paid, performed and satisfied and this Agreement is terminated:

TRADEMARK
REEL: 004801 FRAME: 0285

(a) Debtor will furnish to Secured Party upon Secured Party's reasonable written request a current list of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may request in writing in its discretion exercised in good faith, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall require in its discretion exercised in good faith for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any Trademark License Rights, any federally-registered Trademarks, or any registered applications for Trademarks (or any registered Trademarks and applications for Trademarks registered in any other country or any political subdivision of that country), which is not now identified in Schedule I, (i) Debtor will give written notice to Secured Party within thirty (30) days of obtaining such interest, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Debtor authorizes Secured Party to modify this Agreement solely to amend Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable business discretion that it is in Debtor's interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Other than any Trademark which is obsolete, uneconomic or negligible, Debtor shall not (i) abandon any registration of or any item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark;

(d) Debtor will notify Secured Party promptly in writing (i) of any information which Debtor has received or is otherwise known to Debtor, which would reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of the Secured Party with respect thereto; (ii) when Debtor becomes aware that any item of the Trademark Collateral may become abandoned, other than any Trademark which is obsolete, uneconomic or of negligible value; (iii) of any adverse written determination by a court or other governmental authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral that would reasonably be expected to materially adversely affect the value of

TRADEMARK
REEL: 004801 FRAME: 0286

the Trademark Collateral; or (iv) that Debtor is or potentially could be in default of any of the Trademark License Rights which default would reasonably be expect to materially adversely affect the value of the Trademark Collateral;

(e) Debtor will promptly notify Secured Party if any of the Trademark Collateral is infringed or misappropriated by any Person in a manner that is reasonably expected to materially adversely affect the value of the Trademark Collateral, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other commercially reasonable actions under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Credit Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I; or (iii) take any other action in connection with any of the items of Trademark Collateral that would reasonably be expected to impair the value of the interests or rights of Debtor or the Secured Party in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark in its business, except where the failure to do so would not reasonably be expected to impair the value of the interests or rights of Debtor or the Secured Party in, to or under such Trademark; and

(h) Debtor will pay all reasonable and documented out-of-pocket expenses and reasonable attorneys' fees incurred by the Secured Party in the exercise (including enforcement) of any of the Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral.

7. POWER OF ATTORNEY: Debtor hereby authorizes Secured Party as its true and lawful attorney in fact: (a) to execute and/or authenticate on its behalf, after Debtor's failure to obtain after Secured Party's reasonable written request therefor, and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (b) to record the security interest in any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable governmental authority), and (c) upon the occurrence of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of the Secured Party with respect to any of the Trademark Collateral.

TRADEMARK
REEL: 004801 FRAME: 0287

8. DEFAULT:

(a) Upon the occurrence and during the continuance of an Event of Default, Secured Party may, at Secured Party's option and without further notice to Debtor, resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, subject to any quality control provisions required to preserve the validity of such Trademark Collateral, or assigning its rights to the Trademark License Rights to the extent permitted by applicable agreements, to any Person and exercising any and all rights and remedies of the Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtor will, after payment in full of all Obligations, be credited with the net proceeds of such sale only when they are actually received by Secured Party, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten (10) days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence of such Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Secured Party or its designee Debtor's (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Further, upon the occurrence of an Event of Default, Secured Party may, at Secured Party's option and without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all reasonable expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. The Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of the Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

TRADEMARK
REEL: 004801 FRAME: 0288

(c) Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of the Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles) except to the extent of the application of other laws of mandatory application.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office to record or perfect Secured Party's interest in the Trademark Collateral. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment with respect to any Trademark Collateral, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to

TRADEMARK
REEL: 004801 FRAME: 0289

correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the "Collateral" as defined in the Security Agreement or the Secured Party's rights or remedies respecting the "Collateral." Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

(g) THE SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by the Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment, providing the Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(i) This Agreement will automatically terminate ("Termination") on the later to occur of: (i) the full performance, payment and satisfaction of the Obligations (exclusive of any contingent obligations for indemnification for which Secured Party has not then given notice of a claim thereof against Debtor) or (ii) the termination of all commitments to extend credit and other obligations of Lender under the Credit Agreement. Upon such Termination, the Lien on the Trademark Collateral granted hereunder shall automatically be released without further action of the Secured Party, and the Secured Party will, promptly upon Debtor's request and at Debtor's expense, execute and deliver to Debtor a release of the Lien granted to Secured Party

TRADEMARK
REEL: 004801 FRAME: 0290

hereunder on the Trademark Collateral or similar instrument of re-conveyance prepared by Lender and deliver UCC termination statements or the like with respect to the Lien granted to Secured Party hereunder on the Trademark Collateral.

(j) Upon a Disposition of any of the Trademark Collateral as expressly permitted by, and made in accordance with, the terms of the Credit Agreement (such Trademark Collateral which is the subject of such Disposition being, the "Disposed of Collateral"), the Liens on such Disposed of Collateral granted hereunder shall automatically be released without further action of the Secured Party, and the Secured Party will, promptly upon Debtor's request and at Debtor's expense, execute and deliver to Debtor a partial release (or similar instrument of re-conveyance prepared by Lender) of the Lien granted to Secured Party hereunder solely on such Disposed of Collateral. Nothing contained herein will release, or be construed to release, the Lien of Secured Party on the proceeds from such Disposition.

[*Signature Page Follows*]

TRADEMARK
REEL: 004801 FRAME: 0291

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

CARE PACKAGES, LLC

By:_____
Name: Rodger Jacobson
Title: Treasurer and Chief Financial Officer

FIFTH THIRD BANK

By: _____
Anne Brooke Kelly, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(CARE PACKAGES)

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

CARE PACKAGES, LLC

By:_____
Name: Rodger Jacobson
Title: Treasurer and Chief Financial Officer

FIFTH THIRD BANK

By: _____
Anne Brooke Kelly, Vice President

TRADEMARK
REEL: 004801 FRAME: 0293

SCHEDULE I

TRADEMARKS AND LICENSES

U.S. Federally-Registered Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Liens/Other
COUCH POTATO	75/850,937	11-17-1999	2,400,034	10-31-2000	N/A

Trademark Licenses

None.