

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Consumers Club, Incorporated		01/26/2011	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent
Street Address:	2 North LaSalle Street
Internal Address:	Suite 1020
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	National Banking Association: UNITED STATES

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:	0967850	UNITED CONSUMERS CLUB
Registration Number:	3047273	DIRECTBUY
Registration Number:	1456795	UCC
Registration Number:	2413062	UCC TOTAL HOME

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7976
 Email: ksolomon@stblaw.com
 Correspondent Name: Mindy M. Lok, Esq.

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**TRADEMARK
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OP \$190.00 1074520

Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1381

NAME OF SUBMITTER: Mindy M. Lok

Signature: /ml/

Date: 01/27/2011

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 January 26, 2011, is made by United Consumers Club, Incorporated, an Indiana corporation (the “Grantor”), in favor of The Bank of New York Mellon Trust Company, N.A., as collateral agent (the “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 Indenture, dated as of January 26, 2011, (as amended, supplemented or otherwise modified from time to time, the “Indenture”) among Directbuy Holdings, Inc. (the “Company”), the guarantors named therein, The Bank of New York Mellon Trust Company, N.A. as trustee and the Agent, the Company has issued its 12% Senior Secured Notes due 2017 (the “Notes”);

WHEREAS, in connection with the Indenture and the issuance of the Notes, the Grantor has executed and delivered a Security Agreement, dated as of January 26, 2011, in favor of the 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 Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property, including the 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 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 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 further 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.

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: 
Name: Mark J. Boggess
Title: Chief Financial Officer and Treasurer

Signature Page to Grant of Security Interest in Trademark Rights

TRADEMARK
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The Bank of New York Mellon Trust Company,
N.A., as Collateral Agent

By: Ted Mosterd
Name: TED MOSTERD
Title: ASSOCIATE

Signature Page to Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 004461 FRAME: 0903

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration No./ Application No.	Registration Date/ Filing Date
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

Owner/Licensor	Registration No./Application No.	Name	Description of License
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None.