

TO: **ATTN: Box ASSIGNMENTS/FEE**  
**Assistant Commissioner of Tradem**  
**2900 Crystal Drive**  
**Arlington, VA 22202-3513**

**07-27-1998**



**100744467**

Please record the attached original document(s) or copy(ies) thereof.

1. NAME OF CONVEYING PARTY(IES): **MCO**  
Young America Holdings, Inc. **2.2.98**

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: MN
- Other:

ADDITIONAL NAME(S) OF CONVEYING PARTIES ATTACHED?  YES  NO

2. NAME AND ADDRESS OF RECEIVING PARTY(IES):

NAME: Young America Corporation  
INTERNAL ADDRESS: \_\_\_\_\_  
STREET ADDRESS: 717 Faxson Road  
CITY: Young America  
STATE: MN ZIP CODE: 55397-9481

If assignee is not domiciled in the United States, a domestic representative designation is attached.  YES  NO

(Designation must be a separate document from Assignment.)

ADDITIONAL NAME(S) AND ADDRESS(ES) ATTACHED?  YES  NO

3. NATURE OF CONVEYENCE: **22**  
 Assignment  
 Merger  
 Security Agreement  
 Change of Name  
 Other:       
Execution Date: 11/25/97

4. APPLICATION NUMBER(S) OR PATENT NUMBER(S):

A. Trademark Application No.(s):      **TM**  
Additional numbers attached?  
 Yes  No

B. Trademark Registration No.(s): \_\_\_\_\_  
Additional numbers attached?  
 Yes  No

5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED:

NAME: Federal Research Corporation  
INTERNAL ADDRESS: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
**Federal RESEARCH Corporation**  
**400 Seventh St., N.W., Ste. 101**

6. TOTAL NUMBER OF APPLICATIONS AND REGISTRATIONS INVOLVED: 4 (\$40.00 first/\$25.00 add'l)

7. TOTAL FEE (37 CFR 3.41): \$ 117.00  
 Enclosed  
 Authorized to Charge Account No. 07-    

8. DEPOSIT ACCOUNT NUMBER 07-    00. (Attach duplicate copy of this form if paying by deposit account.)

**Washington, DC 20004** DO NOT USE THIS SPACE

RECORDED  
INDEXED  
ASSIGNMENT  
07/30/1998 DEBITES  
11:25:48  
08:54:48

**9. STATEMENT AND SIGNATURE:**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joseph C. [Signature]

1/27/98  
DATE

**CERTIFICATE OF MAILING**

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited on the date shown below with the United States Postal Service in an envelope addressed to the "Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513", as follows:

<u>37 CFR 1.8(a)</u>	<u>37 CFR 1.10</u>
<input type="checkbox"/> With sufficient postage as First Class Mail.	<input type="checkbox"/> As "Express Mail Post Office to Addressee", Mailing Label No. _____
Date: _____, 19__	Date: _____, 19__

\_\_\_\_\_  
Printed Name of Person Mailing Paper or Fee

\_\_\_\_\_  
Signature of Person Mailing Paper or Fee

ATTACHMENT B  
TO  
SCHEDULE 6.2(j)

Wednesday, August 06, 1997

**Trademark List**

Page: 1

Trademark Name	Attorneys	Status	Case Number/ Client-Matter	Application Number/Filing Date	Registration Number/Date	Renewal Date/ First Use Date
I CHECK REBATE	DVP	Not Filed	13268			
Country: United States of America			00222656	1000		
Owner:						
AMERICA'S MAILING ADDRESS	ELJ	Registered	11221	331797	1780537	06-Jul-2003
Country: United States of America	Classes: 035		00222656	16-Nov-1992	06-Jul-1993	31-Mar-1992
Owner: Young America Corporation				Remarks:		
Goods: Premium Fulfilling Services; Namely, Processing Refunds, Rebates, Coupons, Direct Mail, and Other Promotions for Others						
COMBO CHECK	: DVP	Requested	13827			
Country: United States of America	Classes: 035		00222656	1000		01-Apr-1997
Owner: Young America Corporation						
Goods: Rebate Consolidation Services						

Wednesday, August 06, 1997

Trademark List

Page: 2

Trademark Name	Attorneys	Status	Case Number/ Client-Matter	Application Number/Filing Date	Registration Number/Date	Renewal Date/ First Use Date
YA Logo w/YOUNG AMERICA Country: United States of America Owner: Young America Corporation Goods: Consumer Promotion Fulfillment Services for Others, Namely, Advising and Developing Promotional Campaigns for Businesses; Business Marketing Consulting Services; Computerized Database Management Services for Others Associated with Promotion Fulfillment Services; Mailing Refunds, Rebates, Coupons, Premiums, Product Samples, Sweepstake, Game and Contest Materials; Promoting the Goods and Services of Others through The Distribution of Instore Promotional Materials; Providing Administration of Retailer Rebate Programs; Providing Gift Certificate Redemption and Sales Performance Incentive Programs and Telemarketing Services; Telephone Communications Services, Namely Consumer Inquiry Services	ELJ Classes: 035, 038	Registered	11742 00222656 1000	565287 24-Aug-1994	1966268 09-Apr-1996	09-Apr-2006 03-Mar-1994
YOUNG AMERICA CORPORATION and Desi Country: United States of America Owner: Young America Corporation Goods: Consumer Promotion Fulfillment Services for Others, Namely, Mailing Refunds, Rebates, Coupons, Premiums, Product Samples, Sweepstakes Materials and Contest Materials; and Telemarketing Services for Others	ELJ Classes: 035	Abandoned	10063 00222656 1000	726225 27-Apr-1988	1518234 27-Dec-1988	27-Dec-2008 31-Dec-1977
YOUNG AMERICA DIRECT Country: United States of America Owner: Young America Corporation Goods: Telemarketing Services For Others	ELJ Classes: 035	Registered	10062 00222656 1000 <sup>6</sup>	724901 27-Apr-1988	1517417 20-Dec-1988	20-Dec-2008 24-Aug-1987

## CONTRIBUTION AGREEMENT

THIS AGREEMENT is made and entered into as of November 25, 1997, between YAC Corp., a Minnesota corporation (the "Assignee"), and Young America Corporation, a Minnesota corporation ("Assignor"). The Assignee and the Assignor are referred to collectively herein as the "Parties" and each individually as a "Party".

WHEREAS, the Assignee is a wholly-owned subsidiary of Assignor;

WHEREAS, the Assignor desires to contribute to Assignee all of Assignor's assets, liabilities and obligations (except as set forth herein) and Assignee desires to accept such contribution and to assume all such liabilities and obligations of Assignor (except as set forth herein), upon the terms and subject to the conditions hereinafter set forth;

WHEREAS, the Assignor is a party to (a) that certain Recapitalization Agreement dated as of the date hereof (the "Recapitalization Agreement") between the Assignor and the other parties thereto and (b) certain of the Transaction Documents (as defined in the Recapitalization Agreement);

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows (capitalized terms used but not defined herein have the meanings ascribed to them in the Recapitalization Agreement):

### 1. Contribution of Assets; Assumption of Liabilities

1.1. Contributed Assets. On and subject to the terms and conditions of this Agreement, Assignor hereby sells, contributes, transfers, assigns, conveys and delivers to the Assignee, as a contribution to capital and in consideration for the assumption of the Assumed Liabilities, all right, title and interest in and to all of the assets, business, goodwill and rights of the Assignor, other than the Excluded Assets (all such assets, business, goodwill and rights being collectively referred to as the "Contributed Assets"), as the same shall exist immediately prior to the Closing Date, subject to all Encumbrances (other than Permitted Encumbrances), including, without limitation, the following:

- (a) all cash and cash equivalents of the Assignor;
- (b) all accounts, notes and other receivables;
- (c) all raw materials and supplies, work-in-process, finished goods and other items of inventory and all shipping containers and other parts;

(d) all machinery, equipment, furniture, fixtures, leasehold improvements, vehicles and other tangible personal property, including, without limitation, all such assets currently located at any of the real property owned, leased or used by the Assignor;

(e) all the Assignor's interest and rights in the Commitments and any other agreements, contracts, licenses, commitments and leases (of real or personal property) to which the Assignor is a party or by which its assets are bound and all purchase and sale orders entered into by the Assignor;

(f) all stationery, forms, labels, shipping material, catalogs, brochures, art work, photographs, advertising material and promotional material;

(g) all payments, deposits (excluding prepaid tax deposits) and prepaid expenses of either Assignor;

(h) all claims, causes of action, judgments, warranties, refunds, rights of recovery, rights of set-off and rights of recoupment of any kind);

(i) all Permits;

(j) all rights (including experience ratings, to the extent transferable to the Assignee) with respect to unemployment, workers' compensation and other similar insurance and related funded reserves, in each case relating to employees of the Assignor who become employees of the Assignee;

(k) all rights to receive mail and other communications addressed to the Assignor (including mail and communications from customers, suppliers, distributors, agents and others and payments with respect to the Contributed Assets) , other than such rights that relate solely to the Excluded Assets;

(l) all books, records, ledgers, files, documents and correspondence, lists, drawings, specifications, studies, reports and other printed or written materials relating to Assignor (other than any of the foregoing that relate solely to the Excluded Assets; and

(m) all other assets of the Assignor other than the Excluded Assets.

1.2. Excluded Assets. Anything contained in Section 1.1 or elsewhere herein to the contrary notwithstanding, the Contributed Assets shall not include the following assets and rights of the Assignor (collectively, the "Excluded Assets"):

(a) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates and other documents relating to the organization, maintenance and existence of the Assignor as a corporation;

(b) all real property owned by the Assignor;

(c) all Intellectual Property, goodwill associated therewith, licenses and sublicenses granted or obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the Applicable Laws;

(d) any of the rights of the Assignor under this Agreement.

1.3. Assumed Liabilities. On and subject to the terms and conditions of this Agreement, the Assignor hereby transfers to the Assignee, and the Assignee hereby assumes and agrees to discharge or perform when due in accordance with the terms thereof, all of the liabilities and obligations of the Assignor (collectively, the "Assumed Liabilities") other than the liabilities and obligations of the Assignor under this Agreement; provided, however, that said assumption shall not (a) increase the obligation of the Assignee to any third party with respect to the Assumed Liabilities beyond the obligation that the Assignor would have to any third party if not for said assumption, (b) waive any valid defense that was available to the Assignor with respect to the Assumed Liabilities or (c) enlarge any rights or remedies of any third party under any of the Assumed Liabilities.

1.4. Deliveries.

(a) The Assignor hereby agrees to deliver to the Assignee, duly executed instruments of sale, transfer, conveyance and assignment as the Assignee or its counsel reasonably may request, in form reasonably satisfactory to the Assignor, to effectuate the transfer of the Contributed Assets to the Assignee; and

(b) The Assignee shall deliver to the Assignor such instruments of assumption as the Assignor reasonably may request, in form reasonably satisfactory to the Assignee, to effectuate the assumption of the Assumed Liabilities by the Assignee.

1.5. Certain Commitments or Permits. Notwithstanding any other provision of this Agreement to the contrary, to the extent that the assignment by the Assignor of any Commitment or Permit to be assigned hereunder shall require the consent, waiver or approval of another party thereto or of any Governmental Entity or shall violate any Applicable Law, this Agreement shall not constitute an assignment or attempted assignment thereof or an assumption by the Assignee of any of the Assignor's liabilities or obligations thereunder. The Assignor shall use their best efforts to obtain any consent, waiver or approval to the assignment to the Assignee of each such Commitment or Permit with respect to which any consent, waiver or approval is required for such assignment. Until such consent, waiver or approval is obtained, each Party agrees to cooperate with the other Parties in any reasonable arrangement necessary or desirable to provide to the Assignee the benefits of the Commitment or Permit (subject to the assumption by the Assignee of the Assignor's obligations thereunder). Notwithstanding anything to the contrary contained herein, until any consent is obtained in respect of any Commitment, Assignor reserves the right to sublease to Assignee any leased real property in lieu of the assignment contemplated by this Agreement.

1.6. Power of Attorney; Right of Endorsement, Etc. The Assignor hereby constitutes and appoints the Assignee, and its successors and assigns, the true and lawful attorney of the



Assignor with full power of substitution, in the name of the Assignee or the name of the Assignor, on behalf of and for the benefit of the Assignee,

(a) to collect all Contributed Assets,

(b) to endorse, without recourse, checks, notes and other instruments attributable to the Contributed Assets,

(c) to institute and prosecute all proceedings which the Assignee may deem proper in order to collect, assert or enforce any claim, right or title in or to the Contributed Assets,

(d) to defend and compromise all actions, suits or proceedings with respect to any of the Contributed Assets and

(e) to do all such reasonable acts and things with respect to the Contributed Assets as the Assignee may deem advisable, subject to the consent of the Assignor, which consent shall not be unreasonably withheld. The Assignor agree that the foregoing powers are coupled with an interest and shall be irrevocable by the Assignor directly or indirectly by the dissolution of the Assignor or in any other manner. The Assignee shall retain for its own account any amounts collected pursuant to the foregoing powers and the Assignor shall promptly pay to the Assignee any amounts received by the Assignor after the Closing with respect to the Contributed Assets.

## 2. Miscellaneous

2.1. Successors and Assigns; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns, personal representatives, heirs or estate, as the case may be.

2.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties.

2.3. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

2.4. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

2.5. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK, OR ANY OTHER

JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF NEW YORK WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

2.6. Severability. It is the desire and intent of the Parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**YOUNG AMERICA CORPORATION,**  
a Minnesota Corporation

By: Charles D. Wood  
Name:  
Title: President/CEO

**YAC CORP.,**  
a Minnesota Corporation

By: Charles D. Wood  
Name:  
Title: President/CEO

SCHEDULE 6.2(j)

Intellectual Property

- A. Attached hereto are the following attachments which identify the Company's patents, trademarks, trade names, service marks, copyrights, and any applications therefor, and licenses from third parties, that are material to the Company:
- Attachment A: Young America Corporation Patent List, which lists the status of all Company patents.
- Attachment B: Trademark List which lists the status of all Company trademarks.
- Attachment C: Certificate of Registration for the Young America Order Form Design Booklet, the Company's only copyright registration.
- Attachment D: Young America Corporation Software Licenses.
- B. Agreement for Software Development, dated June 5, 1992, by and between York and Associates and Young America Corporation.

ATTACHMENT A  
TO  
SCHEDULE 6.2(j)

Patent List

Young America Corporation

Client: 00222656 Young America Corporation

Docket Number	Sub Case	Patent Title	Country	Status	Case Type	Application No./ Filing Date	Patent No./ Issue Date	Remarks
*3836	00	Two-Sided Postcard Check	US	Pending	ORD	08/766162 12-Dec-1998		
3837		Window Tri-Fold Form	US	Unfiled	ORD			

\* Patent assigned to Young America Corporation

ATTACHMENT C  
TO  
SCHEDULE 6.2(j)

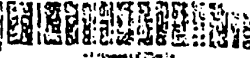


Attachment C to Section 6.2(j)

UNITED STATES COPYRIGHT OFFICE ATTACHMENT C TO SCHEDULE 6.2(j)

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

TX 4-187-503



Marybeth Peters (TX) EFFECTIVE DATE OF REGISTRATION TXU 23 96 REGISTER OF COPYRIGHTS United States of America

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

TITLE OF THIS WORK

YOUNG AMERICA ORDER FORM DESIGN BOOKLET

PREVIOUS OR ALTERNATIVE TITLES

PUBLICATION: AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give: Volume Number Issue Date On Pages

NAME OF AUTHOR

Young America Corporation

DATES OF BIRTH AND DEATH Year Born Year Died

Was this contribution to the work a "work made for hire"? Yes No

AUTHOR'S NATIONALITY OR DOMICILE Name of Country Citizen of Domiciled in U.S.A.

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymous? Pseudonymous? Yes No Yes No

NATURE OF AUTHORSHIP Entire Text Briefly describe nature of the material created by this author in which copyright is claimed.

NAME OF AUTHOR

DATES OF BIRTH AND DEATH Year Born Year Died

Was this contribution to the work a "work made for hire"? Yes No

AUTHOR'S NATIONALITY OR DOMICILE Name of Country Citizen of Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymous? Pseudonymous? Yes No Yes No

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed.

NAME OF AUTHOR

DATES OF BIRTH AND DEATH Year Born Year Died

Was this contribution to the work a "work made for hire"? Yes No

AUTHOR'S NATIONALITY OR DOMICILE Name of Country Citizen of Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymous? Pseudonymous? Yes No Yes No

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed.

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED 1995

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK January Day 2 Year 1996

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

Young America Corporation 717 Faxon Road Young America, Minnesota 55397-9481

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED JAN 23 1996 ONE DEPOSIT RECEIVED TWO DEPOSITS RECEIVED JAN 23 1996 RECEIPT NUMBER AND DATE

MORE ON BACK

DO NOT WRITE HERE



CORRESPONDENCE  
Yes

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▾

- is the first published edition of a work previously registered in unpublished form.
- is the first application submitted by this author as copyright claimant
- is a changed version of the work, as shown by space 6 on this application.

answer is "Yes," give: Previous Registration Number ▾ Year of Registration ▾

5

**DERIVATIVE WORK OR COMPILATION** Complete both space 6a & 6b for a derivative work; complete only 6b for a compilation.

**Existing Material** Identify any preexisting work or works that this work is based on or incorporates. ▾

6

**Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▾

See instructions  
before completing  
this space

—space deleted—

7

**PRODUCTION FOR USE OF BLIND OR PHYSICALLY HANDICAPPED INDIVIDUALS**

A signature on this form at space 10, and a use of the boxes here in space 8, constitutes a non-exclusive grant of permission to the Library of Congress to reproduce and distribute solely for the blind or physically handicapped and under the conditions and limitations prescribed by the regulations of the Copyright Office: (1) copies of the work identified in space 8, application in Braille (or similar tactile symbol), or (2) phonorecords embodying a fixation of a reading of that work; or (3) both.

- a  Copies and Phonorecords
- b  Copies Only
- c  Phonorecords Only

See instructions

8

**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.  
Account Number ▾

9

**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▾

Devan V. Padmanabhan, Dorsey & Whitney P.L.L.P., Pillsbury Center South,  
220 South Sixth Street, Minneapolis, Minnesota 55402

Area Code & Telephone Number ▾ (612) 343-7990

Do not be  
give your  
daytime phone  
number

**DECLARATION** I, the undersigned, hereby certify that I am the

Check one ▸

- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of Young America Corporation

work identified in this application and that the statements made in this application are correct to the best of my knowledge

Name of author or other copyright claimant, or owner of exclusive right(s) ▾

Printed name and date ▾ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Devan V. Padmanabhan

date ▾ Jan 17, 1996

10

Handwritten signature (X) ▾

*Devan V. Padmanabhan*

FL  
TO  
date  
in

Devan V. Padmanabhan  
Dorsey & Whitney P.L.L.P.  
Pillsbury Center South  
220 South Sixth Street  
Minneapolis, Minnesota 55402

**YOUR NEXT STEPS**  
• Complete all necessary spaces  
• Send your application in space 10

**SEPARATE ELEMENTS**  
IN THE MACHINE PACKAGE

1. Application form
2. Non-refundable \$20 filing fee in check or money order payable to Registrar of Copyrights
3. Deposit material

**MAILED**  
Registrar of Copyrights  
Library of Congress  
Washington, D.C. 20559

11

ATTACHMENT D  
TO  
SCHEDULE 6.2(j)

TRADEMARK  
REEL: 1732 FRAME: 0206

**YOUNG AMERICA CORPORATION  
SOFTWARE LICENSES**

ATTACHMENT D  
TO  
SCHEDULE 6.2(j)

<u>VENDOR</u>	<u>SOFTWARE</u>
Postal Soft	PostWare TrueName Library
TCS Management Group	TCS Forecaster, Scheduler, & Tracker
Document Sciences	Compuset Publishing Software
Progress	Progress Database License (PAL System), Progress 4GL
NexTrend	Trend Inventory System
Real World	Accounting Software version 7.2
Sequent	Operating System Software
Web Systems	Web Software - Scanning Software (Leased)
ABRA	Human Resources Software
Prorap	Time Management Software
Microsoft	Office '97, Windows '95, Backoffice
Novell	Netware
Best	FAS2000 Fixed Asset Software
Microsoft	VisualBasic
Brite	Write-1 IVR Software (Leased)
Misc.	Misc. PC Software Packages