



102074344

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gelco Information Network, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation—State - Delaware **4.19.02**
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Jupiter Partners Inc.

Internal

Address: Suite 4525

Street Address: 30 Rockefeller Plaza

City: New York State: NY Zip: 10112

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation - Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: March 26, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule A

Additional number(s) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Hayley Werner, Esq.
Paul, Weiss, Rifkind, Wharton &
Internal Address: Garrison

Street Address: 1285 Avenue of the Americas

City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved:..... **10**

7. Total fee (37 CFR 3.41) _____ \$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Minter Krotzer
Name of Person Signing

[Signature]
Signature

4/18/02
Date

04/30/2002 DBYRHE 00000040 1807941 Total number of pages including cover sheet, attachments, and documents: **7**

01 FC:481
02 FC:482

40.00 OP Mail documents to be recorded with required cover sheet information to:
225.00 OP Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A

U.S. Trademarks Registrations

A. Registered Marks

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Branchpay	1,807,941	11/30/93
	Rapidpay	1,354,602	8/13/85
	Rapdraft (re-registration)	1,565,002	11/7/89
	Traveletter	651,556	9/10/57
	Traveletter Direct	1,809,560	12/7/93
	Travelorder	628,265	6/5/56
	TIPS	1,958,236	2/27/96
	GELCO TRAVEL MANAGER	2,157,202	5/12/98
	Expenselink	2,463,633	6/26/01
	Expenselink/Direct	2,486,268	9/4/01

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of March 26, 2002 is made by Gelco Information Network, Inc., a Delaware corporation (the “Obligor”), in favor of Jupiter Partners Inc., a Delaware corporation (the “LIFO Credit Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to the LIFO Credit Agreement, dated as of March 26, 2002, between H-G Holdings, Inc., a Delaware corporation (the “Borrower”) and the LIFO Credit Lender (as amended, supplemented or otherwise modified from time to time, the “LIFO Credit Agreement”), the LIFO Credit Lender has agreed to make LIFO Credit Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the LIFO Credit Agreement, the Borrower, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a LIFO Credit Guarantee and Collateral Agreement, dated as of March 26, 2002, in favor of the LIFO Credit Lender (as amended, supplemented or otherwise modified from time to time, the “LIFO Credit Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the LIFO Credit Guarantee and Collateral Agreement, the Obligor pledged and granted to the LIFO Credit Lender a continuing security interest in all Intellectual Property, including Trademarks; and

WHEREAS, the Obligor 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, and in order to induce the LIFO Credit Lender to make LIFO Credit Loans and other financial accommodations to the Borrower pursuant to the LIFO Credit Agreement, the Obligor agrees, for the benefit of the LIFO Credit Lender, 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 LIFO Credit Agreement and the LIFO Credit Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the LIFO Credit Lender to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor 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 LIFO Credit Lender in connection with the LIFO Credit Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The LIFO Credit Guarantee and Collateral Agreement (and all rights and remedies of the LIFO Credit Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the LIFO Credit Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the LIFO Credit Agreement and the LIFO Credit Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GELCO INFORMATION NETWORK, INC.

By: Karen R. Berkowitz

Name:

Title:

JUPITER PARTNERS INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GELCO INFORMATION NETWORK, INC.

By: _____
Name:
Title:

JUPITER PARTNERS INC.

By:  _____
Name:
Title:

SCHEDULE A

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A. Registered Marks

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