FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) M&G 2628,000004

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record	the attached original documents or copy thereof.		
Name of conveying party(ics):	2. Name and address of receiving party(ies):		
Infochoice USA, Inc. 4400 Baker Road Minnetonka, MN 55343	FAC Acquisition, LLC 4400 Baker Road Minnetonka, MN 55343		
Individuals General Partnership Corporation-State of Minnesota Other:			
Additional name(s) of conveying party(ies) attached? Vcs No			
3. Nature of conveyance: Assignment	Individual(s) citizenship General Partnership Corporation-State of Other: Delaware Limited Liability Company		
Execution Date: July 24, 2002	If assignce is not domiciled in the United States, a domestic representative designation is attached:		
	(Designations must be separate document from Assignment)		
	Additional name(s) & address(cs) attached? Yes No		
4. Application number(s) or trademark number(s):	Additional jama(s) & additional jama(s)		
A. Trademark Application No.(s)/ Mark(s)	B. Trademark Reg. No.(s)/Mark(s)		
	Reg. No. 2,146,923		
	ers attached) Yes No 6. Total number of applications and trademarks involved: 1		
5. Name and address of party to whom correspondence concerning document should be mailed:			
Name: Sandra Epp Ryan	7. Total fee (37 CFR 3.41): \$40.00 Enclosed		
Address: MERCHANT & GOULD P.C. P.O. Box 2910	Authorized to be charged to deposit account		
Minneapolis, MN 55402-0910	Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725		
po No	T USE THIS SPACE		
9. Statement and signature:	the second and the second converted the second converted to the second convert		
To the best of my knowledge and belief, the foregoing info original document.	ermation is true and correct and any attached copy is a true copy of the		
- Coch	March 5, 2003		
Sandra Epp Ryan Name of Person Signing	Signature Date		
Manie At 1 prooft premme	Total number of pages including cover sheet, attachments, and document:		
	1 VIV. 1		
Do not detach this portion			

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks

Dox Assignments

Washington, D.C., 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document, and gathedree the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0551-0011), Washington, D.C. 20503.

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 24" day of July, 2002, (the "Effective Date"), by and between Fingerhut Companies, Inc., a Minnesota corporation ("Fingerhut"), Infochoice USA, Inc., a Minnesota corporation ("Assigner"), and FAC Acquisition, LLC, a Delaware limited liability company ("Assignee").

BACKGROUND INFORMATION

- A. Fingerhut and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 11, 2002 (the "Purchase Agreement"), pursuant to which Assigner has agreed to sell, or to cause one or more of its Affiliates (as that term is defined in the Purchase Agreement) to sell, and Assignee has agreed to purchase certain of Assignor's assets, as set forth in the Purchase Agreement.
 - B. Assignor is an Affiliate of Fingerhut.
- C. Assignor is the owner of the following United States trademark registrations (the "Trademarks"), and the goodwill of the business associated therewith.

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infomercials in the field of general merchandise and services (cl. 35) Declaration of Use Due: 3/31/04 Services (cl. 35)	USA DIRECT FEEL THE POWER	INTOMORGIANS At the news or Battalan territories	Declaration of Use		2,146,923 3/31/98

- D. Pursuant to the Purchase Agreement, these Trademarks are to be assigned to Assignee.
- E. Assignce wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Trademarks together with the goodwill of the business in connection with which the Trademarks are used.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Trademarks together with the goodwill of the business in connection with which the Trademarks are used, including any renewals and extensions of the registration that are or may be secured under the laws of the United States and the applicable foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable from the exploitation of the Trademarks as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignce's own use and enjoyment and for the use and enjoyment of its

successors, assigns or other legal representatives. Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.

Assignor shall provide to Assignce, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignce's reasonable request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, available samples, available exhibits, available specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for renewal of a registration covering the Trademarks; and (2) in the implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all of which, taken together, will constitute one and the same agreement.

[Signatures appear on following page]

IN WINESS WHEREOF, the undersigned first above written.	i livae executed any monations of or one page
	FINGERHUT COMPANIES, INC.
	Name: Dennis J. Blockerch Title: Vice President
STATE OF Ohio	
COUNTY OF Hamilton)	
On this 33c day of July North L known to me to be You Po who acknowledged that he/she signed this instrum Companies, Inc.	2002 personally appeared before me of Fingerbut Companies, Inc., ent as a free act on behalf of Fingerbut Notary Public: My commission expires: DIANNE M. WELLT: Notary Public, State of Othe INFOCHOICE USA, INC. By: Name: Dannes J. Diante. act. Title: V. C. Piers, La.
STATE OF Onio)	
COUNTY OF Hanis Her?	
On this 25 day of Tuly	2002 personally appeared before me

YEARL'S DEALER KNOWN TO ME TO BE 1 1 62 PROSAGAT acknowledged that he/she signed this instrument as a free act on behalf of Infochoice USA, Inc.

Notary Public: My commission expires:

> DUNNIE M. WILLI'S First by Lubble, Stand of Cities My 1 - 1 Sime Engineer (Mars 17, 2012)

LLC.

FAC ACQUISITION, LLC

Ву:

Namothemas J. Title: Fresident

STATE OF Mennista)
COUNTY OF HEARLY)

6123329081

Notary Public: Kew X King we My commission expires:



RECORDED: 03/06/2003

TRADEMARK REEL: 002614 FRAME: 0466