

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 2nd day of July, 2002, (the "Effective Date"), by and between Fingerhut Companies, Inc., a Minnesota corporation ("Fingerhut"), Infochoice USA, Inc., a Minnesota corporation ("Assignor"), 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 Assignor 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.

USA DIRECT			72/405158	
FEEL THE POWER	Production services, namely production of television infomercials in the field of general merchandise and services (cl. 35)	Registered. Declaration of Use Due: 3/31/04	74/522,942 4/29/94	2,146,923 3/31/98

D. Pursuant to the Purchase Agreement, these Trademarks are to be assigned to Assignee.

E. Assignee 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 Assignee'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 Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee'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]

FAC ACQUISITION, LLC

By: *[Signature]*
Name: *Thomas J. Peters*
Title: *President*

STATE OF *Minnesota*)
COUNTY OF *Hennepin*) ss:

On this ~~24~~ day of *July*, 2002 personally appeared before me *Thomas J. Peters*, known to me to be *President* of FAC Acquisition, LLC, who acknowledged that he/she signed this instrument as a free act on behalf of FAC Acquisition, LLC.

Notary Public: *Lois L. Kruse*
My commission expires:

