

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
G. Neil Direct Mail, Inc.	Also known as G. Neil	05/09/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	G.N. Acquisition Corporation
Street Address:	1725 Roe Crest Drive
City:	North Mankato
State/Country:	MINNESOTA
Postal Code:	56002-3728
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 18

Property Type	Number
Serial Number:	76500556
Serial Number:	76500555
Serial Number:	76500554
Serial Number:	76500553
Registration Number:	1846723
Registration Number:	1855186
Registration Number:	2322605
Registration Number:	2464229
Registration Number:	2351766
Registration Number:	2639342
Registration Number:	1874898
Registration Number:	1732224

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Registration Number:	1510925
Registration Number:	2356765
Registration Number:	2351342
Registration Number:	2190125
Registration Number:	2223341
Registration Number:	2380098

CORRESPONDENCE DATA

Fax Number: (612)333-0066

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612 343-2962

Email: trademark@gpmlaw.com

Correspondent Name: Laura J. Hein

Address Line 1: P.O. Box 2906

Address Line 4: Minneapolis, MINNESOTA 55402-0906

ATTORNEY DOCKET NUMBER:	88460
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NAME OF SUBMITTER:	Gwen Spurrier
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Total Attachments: 6
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 10, 2003 ("Effective Date") by and between G. Neil Direct Mail, Inc., (also known as G. Neil) a Delaware corporation, with its principal office at 720 International Parkway, P.O. Box 450939, Sunrise, FL 33345-0939 ("Assignor"), and G.N. Acquisition Corporation, a Minnesota corporation, with its principal office at 1725 Roe Crest Drive, North Mankato, Minnesota 56002-3728 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 18, 2003 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, the foreign applications for trademark registration set forth on Schedule D attached hereto, the United States unregistered trademarks set forth on Exhibit E attached hereto, the foreign unregistered trademarks set forth on Exhibit F attached hereto, the trade names and assumed names set forth on Schedule G attached hereto, and Top Level Domain Names set forth in Schedule H attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, 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 Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable 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 Marks, 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 hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

G. NEIL DIRECT MAIL, INC.

G.N. ACQUISITION CORPORATION

By: *Robert E. Annas, Jr.*
Name: Robert E. Annas, Jr.
Title: Chief Restructuring Officer

By: *Larry Lorenson*
Name: Larry Lorenson
Title: Vice President

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

On this 9 day of MAY, 2003 there appeared before me ✓ personally known to me, who acknowledged that he signed the foregoing Trademark Assignment as his voluntary act and deed on behalf and with full authority of G. Neil Direct Mail, Inc.

Lillian Rondanini
Notary Public



STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

On this 9 day of May, 2003 there appeared before me ✓ personally known to me, who acknowledged that he signed the foregoing Trademark Assignment as his voluntary act and deed on behalf and with full authority of G.N. Acquisition Corporation.

Karen Leif Pellegrini
Notary Public



SCHEDULE A
U. S. TRADEMARK REGISTRATIONS

ATTENDANCE CONTROLLER (Class 16)	1,846,723	July 26, 1994
CHUCKLES!	1,855,186	September 20, 1994
CONFIDENTIAL EMPLOYEE RECORD (Class 9)	2,322,605	February 22, 2000
EMPLOYER'S TOOLBOX (Class 16)	2,464,229	June 26, 2001
FEDERAL 5 PLUS 2 POSTER (Class 16)	2,351,766	May 23, 2000
FEDERAL 5 PLUS 3 POSTER	2,639,342	October 22, 2002
5-IN-1 LABOR LAW POSTER	1,874,898	January 17, 1995
4-IN-1 LABOR LAW POSTER	1,732,224	November 10, 1992
FRIENDLY FORMS	1,510,925	November 1, 1988
G. NEIL (Class 9)	2,356,765	June 13, 2000
G. NEIL (Class 20)	2,351,342	May 23, 2000
HR FAX (Class 35)	2,190,125	September 15, 1998
HR LEGAL COUNSELOR	2,223,341	February 9, 1999
HR-WARE	2,380,098	August 22, 2000
INSERTAWARD (Class 20)	1,854,203	September 13, 1994
MOTIVATION! FROM G. NEIL COMPANIES	1,904,983	July 11, 1995
PERFORMANCE GREETING CARDS	1,557,949	September 26, 1989
PERSONNEL POCKET FILE	1,903,946	July 4, 1995
PERSONNELLY YOURS	1,829,394	April 5, 1994
POSITIVE COMMUNICATIONS	1,758,325	March 16, 1993
SKILLSABILITY	1,832,185	April 19, 1994
TCS TOTAL CUSTOMER SATISFACTION (Classes 9 and 16)	2,101,831	September 30, 1997
THE DIRECT SOURCE FOR ALL YOUR HUMAN RESOURCE NEEDS	1,858,562	October 18, 1994
THE IMPERIAL COLLECTION	1,904,972	July 11, 1995
THE PERFORMANCE COLLECTION	1,704,910	August 4, 1992
TIME DIVIDERS	1,726,671	October 20, 1992
TOOLS TO MANAGE AND MOTIVATE PEOPLE (Class 16)	2,317,383	February 8, 2000
WORKPLACE GREETINGS	2,610,953	August 20, 2002

SCHEDULE A
U. S. TRADEMARK REGISTRATIONS

ATTENDANCE CONTROLLER (Class 9)	2,588,298	July 2, 2002
HR ASSESSMENTS (Class 9 and 16)	2,590,063	July 2, 2002
PERSONNEL POCKET FILE (Class 16)	2,668,330	December 31, 2002
SKILLSERIES	2,616,978	September 10, 2002

SCHEDULE B
U. S. TRADEMARK APPLICATIONS

SCHEDULE B		
AWARDWIZARD	76/500556	March 17, 2003
HRDEPOT (Class 16)	76/500,555	March 17, 2003
HRDEPOT (Class 42)	76/500,554	March 17, 2003
THE HUMAN RESOURCE INSIGHTS, UPDATES, AND ANSWERS FOR MANAGING EVERY ASPECT OF HR	76/500,553	March 17, 2003

SCHEDULE B		
THE SAFETY STANDARD	76/314,279	September 19, 2001
CONFIDENTIAL EMPLOYEE RECORD (Class 16)	76/299,897	August 13, 2001
TEAMWEAR BY G. NEIL	76/124,158	September 6, 2000