

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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		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: 1			
Property Type	Number		
Serial Number:	76254935		
CORRESPONDENCE DATA			
Fax Number:	(612)333-0066		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612 335-7861		
Email:	jennifer.debrow@gpmlaw.com		
Correspondent Name:	Jennifer C. Debrow		
Address Line 1:	P.O. Box 2906		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
ATTORNEY DOCKET NUMBER:	88460		
NAME OF SUBMITTER:	Gwen Spurrier		

CH \$40.00 76254935

Total Attachments: 5

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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

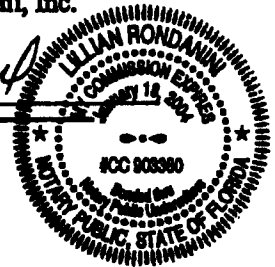
By: [Signature]
Name: Robert E. Anha, Jr.
Title: Chief Restructuring Officer

By: [Signature]
Name: Larry Lokenon
Title: Vice President

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

On this 9 day of MAY, 2003 there appeared before me [Signature] 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.

[Signature]
Notary Public



STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

On this 9 day of May, 2003 there appeared before me [Signature] 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.

[Signature]
Notary Public



SCHEDULE E
U.S. COMMON LAW TRADEMARKS

AMERICA'S PERSONNEL GREETING CARD SHOP
APPLAUSE GREETING CARDS
BIZ KIDS
BROADCAST
BROWNDIRECT
DESKTOP CARD SHOP
EXPLOIT!
5-IN-1 LABOR LAW POSTER (Class 16)
G. NEIL (Class 16)
G.NEIL (Class 42)
GREETING CARDS THAT MIX BUSINESS WITH PLEASURE
H.R. FAX (Class 16)
HR ASSESSMENTS
HR SOURCE (Class 16)
HOLIDAY MANOR (Class 16)
IDENTA (Classes 16, 17 and 20)
INSTANT AWARD (Class 9)
PAT ON THE BACK
PERSONNEL POCKET FILE (Class 16)
POSITIVE COMMUNICATIONS (Class 16)
PROFESSIONALLY YOURS
RAINBOW GREETINGS (Class 16)
RAINBOW GREETINGS COLLECTION (Class 16)

SKILLSERIES (Class 16)
SUCCESS-MAKERS (Class 16)
TEAM HR THE G. NEIL ADVISORY BOARD
TOTAL QUALITY MEASUREMENT (Class 16)
TOTAL QUALITY MEASUREMENT
WE ARE HR (Classes 9 and 16)
YOUR VALUED OPINION