

03-05-2003
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To the Commissioner of Patents and Trademarks: Please record the attached documents or copy thereof.

1. Name of conveying party(ies): **2-28-03**

Infochoice USA, Inc.
4400 Baker Road
Minnetonka, MN 55343

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of Minnesota
 Other: _____

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

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

FAC Acquisition, LLC
4400 Baker Road
Minnetonka, MN 55343

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of
 Other: Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designations must be 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: July 24, 2003

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

A. Trademark Application No.(s)/ Mark(s) B. Trademark Reg. No.(s)/Mark(s)

Reg. No. 2,146,923

Additional numbers attached? Yes No

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

Name: Sandra Epp Ryan
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: _____

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

Sandra Epp Ryan *Sandra Epp Ryan* February 28, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

Do not detach this portion

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

Commissioner for Patents and Trademarks
Box 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 gathering 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 (0651-0011), Washington, D.C. 20503.

03/04/2003 DBYRNE 00000158 132725 2146923
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TRADEMARK
REEL: 002683 FRAME: 0171

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into as of this 24th 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			73/405158	
FEEL THE POWER	Production services, namely production of television infomercials in the field of general merchandise and services (cl. 35)	Registered. Declaration of Use Duc: 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. Rutter
Title: President

STATE OF Minnesota)
COUNTY OF Hennepin) ss:

On this ~~27~~ day of July, 2002 personally appeared before me Thomas J. Rutter, 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:



Infochoice Trademark Assignment