

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carlson Holdings, Inc.	Carlson Systems Corporation	12/31/2003	CORPORATION:

RECEIVING PARTY DATA	
Name:	First National Bank of Omaha
Street Address:	1620 Dodge Street
Internal Address:	STOP 1050
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68197
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2537667	CARLSON SYSTEMS
Registration Number:	1216358	CSS
Registration Number:	2252245	SOURCE 1 WHOLESALE

CORRESPONDENCE DATA	
Fax Number:	(402)964-5050
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ajohnson@blackwellsanders.com
Correspondent Name:	Aaron Johnson
Address Line 1:	1620 Dodge Street, Suite 2100
Address Line 4:	Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Aaron Johnson
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Total Attachments: 1 source=SDOC0006#page1.tif

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of December 31, 2003 (the "Security Agreement") by and among the Borrower thereto (the "Borrower"), the Borrower's Subsidiaries and any Additional Credit Party who becomes a party hereto (collectively with the Borrower, the "Obligors"), and First National Bank of Omaha, as the Secured Party (the "Secured Party"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Secured Party:

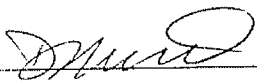
TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
2,537,667	Carlson Systems	December 17, 1999
1,216,358	CSS (and Design)	December 29, 1980
2,252,245	Source 1 Wholesale (and Design)	October 10, 1995

The Obligors and the Secured Party hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

CARLSON HOLDINGS, INC. f/k/a
CARLSON SYSTEMS CORPORATION

By: 
Name: _____
Title: CEO