

Form PTO-159-4 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.


<p>1. Name of conveying party(ies):  <u>Young America Corporation</u></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation      <u>Minnesota</u>  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)  <u>Harris Trust and Savings Bank,</u>  Name: <u>as administrative agent</u>  Internal Address: _____  Street Address: <u>111 West Monroe Street</u>  City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60603</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Illinois</u>  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached:</small>  <input type="checkbox"/> Yes <input type="checkbox"/> No  <small>(Designations must be a separate document from this form)</small></p> <p>Additional names(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 16, 2004</u></p>	

<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No.(s)  <u>75/342,830</u></p>	<p>B. Trademark Registration No.(s)  <u>2,336,521</u>  <u>1,966,268</u>  <u>1,517,417</u>  <u>1,780,537</u>  <u>1,518,234</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Robert J. Schneider</u>  Internal Address: <u>Chapman and Cutler LLP</u>  _____  _____  Street Address: <u>111 West Monroe Street</u>  _____  City: <u>Chicago</u> State <u>IL</u> ZIP: <u>60603</u></p>	<p>6. Total number of applications and trademarks involved: <span style="float: right; border: 1px solid black; padding: 2px;">6</span></p> <p>7. Total fee (37 CFR 3.41) .....\$ <u>165.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  <u>50-0305</u>  <small>(Attach duplicate copy of this page if paying by deposit account)</small>  Attorney Docket No. <u>1596493</u></p>
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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.*

Robert J. Schneider                                                            November 22, 2004  
Name of Person Signing                              Signature                              Date

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

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
United States Patent and Trademark Office, Box Assignments  
Washington, DC 20231

CH \$165.00 500305 76342830

**TRADEMARK COLLATERAL AGREEMENT**

This 16th day of November, 2004, Young America Corporation, a Minnesota corporation ("*Debtor*") with its principal place of business and mailing address at 18671 Lake Drive East, Chanhassen, Minnesota 55317-9383, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in that certain Security Agreement hereinafter defined (HTSB acting as administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent, for the benefit of the Secured Creditors, a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured

Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

YOUNG AMERICA CORPORATION

By Mary Beth Fry  
Name Mary Beth Fry  
Title Secretary and Treasurer

Accepted and Agreed to as of the date and year first written above.

HARRIS TRUST AND SAVINGS BANK, as  
Administrative Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

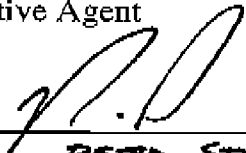
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

YOUNG AMERICA CORPORATION

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and Agreed to as of the date and year first written above.

HARRIS TRUST AND SAVINGS BANK, as  
Administrative Agent

By  \_\_\_\_\_  
Name PETER STACK  
Title VP

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
COMBO CHECK	2,336,521	3/28/2000
YA LOGO W/YOUNG AMERICA	1,966,268	4/9/1996
YOUNG AMERICA DIRECT	1,517,417	12/20/1988
AMERICA'S MAILING ADDRESS	1,780,537	7/6/1993
COMBO CHECK	75/342,830 (SERIAL NO.)	8/18/1997 (FILING DATE)
YOUNG AMERICA CORPORATION & DESIGN	1,518,234	12/27/1988

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

NONE