

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.

1. Name of conveying party(ies):  
Global Fulfillment Services, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation    Arizona  
 Other \_\_\_\_\_

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

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other \_\_\_\_\_

Execution Date: November 16, 2004

2. Name and address of receiving party(ies)  
Harris Trust and Savings Bank,  
Name: as administrative agent  
Internal Address: \_\_\_\_\_  
Street Address: 111 West Monroe Street  
City: Chicago State: IL ZIP: 60603

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State: Illinois  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a foreign representative designation is attached:  
 Yes  No  
(Designations must be a separate document from assignment)  
Additional names(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):  
A. Trademark Application No.(s)  
78/430,442  
78/516,455  
78/516,456  
78/516,454

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Robert J. Schneider  
Internal Address: Chapman and Cutler LLP  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 111 West Monroe Street  
\_\_\_\_\_  
City: Chicago State: IL ZIP: 60603

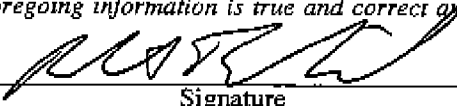
6. Total number of applications and trademarks involved: 4

7. Total fee (37 CFR 3.41) .....\$ 115.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
50-0305  
(Attach duplicate copy of this page if paying by deposit account)  
Attorney Docket No. 1596493

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 \$115.00 500305 78430442

## TRADEMARK COLLATERAL AGREEMENT

This 16th day of November, 2004, Global Fulfillment Services, Inc., an Arizona corporation ("*Debtor*") with its principal place of business and mailing address at 8080 South Pointe Parkway West, Phoenix, Arizona 85044, 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 acknowledges and affirms 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.

GLOBAL FULFILLMENT SERVICES, INC.

By *Mary Beth G*  
Name *Mary Beth G*  
Title *Secretary*

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 acknowledges and affirms 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.

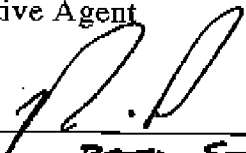
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GLOBAL FULFILLMENT SERVICES, INC.

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 APPLICATIONS**

<b>MARKS</b>	<b>REG. NO.</b>	<b>APPLIED FOR</b>
78/430,442	GFS & Design Global Fulfillment Services (Company Logo)	6/04/2004
78/516,455	Paperless Rebates	11/13/2004
78/516,456	Promotion Toolbox	11/13/2004
78/516,454	Web Rebates	11/13/2004

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

**TRADEMARK LICENSES**

NONE