

7/6/04

07-12-2004



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

REC 1

102787853

U.S. DEPARTMENT OF COMMERCE U.S. 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):

Gelco Information Network, Inc.

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State MN
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: June 30, 2004

2. Name and address of receiving party(ies)

Name: Special Situations Investing Group, Inc. as Collateral Agent

Internal Address:

Street Address: 600 E. Las Colinas Blvd.

City: Irving State: TX Zip: 7503

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
Other

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached Yes No

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

Name: Nobuko Christy

Internal Address: c/o Paul, Hastings, Janofsky & Walker LLP

Street Address: 515 So. Flower Street, 25F

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41): \$ 290.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

No. 16-0752

DO NOT USE THIS SPACE

9. Signature.

Nobuko Christy Name of Person Signing

Nobuko Christy Signature

July 6, 2004 Date

07/09/2004 00000146 75931559

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

01 FC:0521 02 FC:0522

40.00 250.00

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 003005 FRAME: 0237

Trademarks

Title	Country/State	Serial Number	Registration Number	Status
Expenselink	United States	75/931559	2463633	Registered*
Gelco Travel Manager	United States	75/001159	2157202	Registered*
Expenselink	United States	75/179047	2128497	Registered
Tips	United States	74/444467	1958236	Registered*
Rapidpay	United States	73/420017	1354602	Registered*
Rapidraft	United States	73/743976	1565002	Registered*
Expense Link Direct	United States	75/931404	2486268	Registered*
Travelorder	United States	71/678934	0628265	Registered*
Traveletter	United States	71/678933	0651556	Registered*
Traveletter Direct	United States	74/334712	1809560	Abandoned*+
Branchpay	United States	74/335250	1807941	Registered*

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of June 30, 2004, is made by and between **GELCO INFORMATION NETWORK, INC.**, a Minnesota corporation ("Debtor"), in favor of **SPECIAL SITUATIONS INVESTING GROUP, INC.**, a Delaware corporation ("SSIG"), as collateral agent for the below defined Lenders (together with its permitted successors and assigns in such capacity, "Collateral Agent"), with reference to the following:

WHEREAS, Debtor, **H-G INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation, **H-G HOLDINGS, INC.**, a Delaware corporation, certain other Subsidiaries of Holdings signatory thereto, the lenders party thereto from time to time (individually and collectively, the "Lenders"), **SSIG**, as sole lead arranger and syndication agent (together with its permitted successors and assigns in such capacity, "Syndication Agent"), **SSIG**, as administrative agent (together with its permitted successors and assigns in such capacity, "Administrative Agent"), and Collateral Agent, are parties to that certain Credit and Guaranty Agreement of even date herewith (the "Credit Agreement"), pursuant to which, among other things, the Agents (as defined below) and Lenders have agreed to make certain financial accommodations to the Credit Parties (as defined below);

WHEREAS, Debtor has executed and delivered to Collateral Agent that certain Pledge and Security Agreement of even date herewith (the "Security Agreement"), pursuant to which Debtor has granted to Collateral Agent, for the benefit of the Agents and Lenders, security interests in (among other things) all or substantially all of Debtor's general intangibles; and

WHEREAS, to induce the Agents and Lenders to make the financial accommodations provided to Credit Parties pursuant to the Credit Agreement, Debtor has agreed to execute and deliver this Agreement to Collateral Agent for filing with the PTO (as hereinafter defined) and with any other relevant recording systems in any jurisdiction, and as further evidence of and to effectuate Collateral Agent's security interest in the below defined Trademark Collateral.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Collateral Agent, for the benefit of the Agents and Lenders, as follows:

1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Agents” has the meaning ascribed to such term in the Credit Agreement.

“Agreement” has the meaning ascribed to such term in the preamble to this Agreement.

“Collateral Agent” has the meaning ascribed to such term in the preamble to this Agreement.

“Credit Agreement” has the meaning ascribed to such term in the recitals hereto.

“Credit Parties” has the meaning ascribed to such term in the Credit Agreement.

“Debtor” has the meaning ascribed to such term in the preamble to this Agreement.

“Event of Default” has the meaning ascribed to such term in the Credit Agreement.

“Lenders” has the meaning ascribed to such term in the recitals hereto.

“Proceeds” means (i) all “proceeds” as defined in Article 9 of the UCC and (ii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” has the meaning ascribed to such term in the Security Agreement.

“Security Agreement” has the meaning ascribed to such term in the recitals to this Agreement.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” shall have the meaning ascribed to such term in the Security Agreement.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“United States” and “U.S.” shall each mean the United States of America, including all territories thereof and all protectorates thereof.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(d) Interpretation. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. References herein to any Section, Appendix, Schedule or Exhibit shall be to a Section, an Appendix, a Schedule or an Exhibit, as the case may be, hereof unless otherwise specifically provided. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not no limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. The term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any other Credit Document refer to this Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Credit Document, as the case may be. Any reference in this Agreement or in the other Credit Documents to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in the other Credit Documents shall be satisfied by the transmission of a Record and any Record transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC. If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the terms and provisions of the Credit Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Collateral Agent for the benefit of the Agents and Lenders (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed to be a conflict with the Credit Agreement. If any conflict or inconsistency exists between this Agreement and the Security Agreement, the terms and provisions of this Agreement shall control and govern.

2. Security Interest.

(a) Assignment and Grant of Security Interest. To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Collateral Agent, for the benefit of the Agents and Lenders, a continuing security interest in all of Debtor's right, title and interest in and to the Trademarks, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time, provided that notice and copies thereof are

promptly provided to the Collateral Agent), whether now existing or hereafter acquired or arising and whether registered or unregistered (the "Trademark Collateral").

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Incorporation into Security Agreement. This Agreement shall be fully incorporated into the Security Agreement and all understandings, agreements and provisions contained in the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Security Agreement.

(d) Licenses. Debtor may grant licenses of the Trademark Collateral in accordance with the terms of the Credit Documents or as otherwise agreed to by Collateral Agent in writing.

(e) Excluded Collateral. Anything contained in this Agreement to the contrary notwithstanding, the term "Trademark Collateral" shall not include any lease, license, contract, property rights or agreement to which Debtor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of Debtor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that such security interest shall attach (A) immediately at such time as the condition causing such abandonment, invalidation, unenforceability, breach, termination, or default shall be corrected, removed, or otherwise remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above and (B) to the Proceeds of such lease, license, or agreement if and to the extent that the same would not constitute or result in any such abandonment, invalidation, unenforceability, breach, termination, or default.

3. Further Assurances; Appointment of Collateral Agent as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Collateral Agent any and all documents and instruments, in form and substance reasonably satisfactory to Collateral Agent, and take any and all action, which Collateral Agent, in its discretion, may reasonably request from time to time, to perfect and continue the perfection or to maintain the priority or enforceability of, or provide notice of the security interest in the Trademark Collateral held by Collateral Agent for the benefit of the Agents and Lenders and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in accordance with the foregoing, Collateral Agent may do so, in the name of Debtor, or in the name of Collateral Agent or otherwise, but at Debtor's expense, and Debtor hereby agrees to reimburse Collateral Agent in full upon demand for all reasonable expenses, including reasonable attorneys' fees, incurred by Collateral Agent in protecting, defending and maintaining any of the Trademark Collateral or any right, title or interest of Debtor or Collateral Agent therein. Furthermore, Collateral Agent shall have the right, in the name of Debtor, or in the name of Collateral Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Collateral Agent (and any of Collateral Agent's officers or employees or agents designated by Collateral Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, following and during the continuation of an Event of Default, (i) to sign the name of Debtor on all or any of such documents or instruments, and perform all other acts, that Collateral Agent in the exercise of its discretion deems necessary or advisable in order to perfect or continue the perfection of or to maintain the priority or enforceability of or provide notice of the security interest in, the Trademark Collateral held by Collateral Agent for the benefit of the Agents and Lenders, (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Collateral Agent may in the exercise of its discretion deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, (iii) to defend, settle, adjust or institute any action, suit or proceeding with respect to any Trademark Collateral, (iv) to assert or retain any rights under any license agreement for any of any Trademark Collateral, including any rights of Debtor arising under Section 365(n) of the Bankruptcy Code, and (v) to execute any and all applications, documents, papers and instruments for Collateral Agent to use any material Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any material Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties. (a) Debtor represents and warrants to each Agent and each Lender that set forth on Schedule A sets forth a true and complete list of all of Debtor's Trademarks, including those that are registered, or for which any application for registration has been filed with the PTO or any state trademark office of the United States and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor and (b) the representations and warranties set forth in Section 4.7(a) of the Security Agreement are incorporated herein and Debtor makes each of the representations and warranties set forth in Section 4.7(a) of the Security Agreement as though fully set forth herein.

5. Covenants. The covenants and agreements set forth in Section 4.7(b) of the Security Agreement are incorporated herein and Debtor shall fully comply with such covenants and agreements.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Collateral Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and if the foregoing is material to the Credit Parties' business, Debtor shall give to Collateral Agent prompt notice thereof in accordance with Section 10.01 of the Credit Agreement. Debtor shall do all things reasonably deemed necessary by Collateral Agent in its discretion to ensure the validity, perfection, priority and enforceability of the security interest of Collateral Agent in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in connection herewith, Debtor hereby authorizes Collateral Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Agents and Lenders. Notwithstanding any provision contained in this Agreement, none of Collateral Agent, any other Agent or any Lender shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Collateral Agent, any other Agent or any Lender hereunder or in connection herewith, none of Collateral Agent, any other Agent or any Lender shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Remedies. From and after the occurrence and during the continuation of an Event of Default, Collateral Agent shall have all rights and remedies available to it under the Credit Agreement, the other Credit Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Debtor hereby agrees that such rights and remedies include the right of Collateral Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtor hereby agrees that Collateral Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the other Credit Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any asset of Debtor in which Collateral Agent has a security interest, including Collateral Agent's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Collateral Agent, in its discretion, deems necessary or advisable, in the name of Debtor or Collateral Agent, to enforce or protect any of the Trademark Collateral, in which event

Debtor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent necessary to such enforcement. To the extent that Collateral Agent shall elect not to bring suit to enforce such Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Collateral Agent for the benefit of the Agents and Lenders and their respective successors and assigns.

10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Collateral Agent of such rights and remedies as may be available under federal law.

12. Entire Agreement; Amendment. This Agreement and the other Credit Documents, together with the Schedules and Exhibits hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Collateral Agent may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided herein.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

15. Security Agreement. Debtor acknowledges that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and all such rights and remedies are cumulative.

16. No Inconsistent Requirements. Debtor acknowledges that this Agreement, the Credit Agreement, and the other Credit Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

17. Termination. Upon the payment and performance in full in cash of the Secured Obligations and the full and final termination of any commitment to extend any financial accommodations under the Credit Agreement, this Agreement and the security interests granted hereunder shall terminate, and Collateral Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to terminate and to evidence termination of the security interest granted by Debtor to Collateral Agent for the benefit of the Agents and Lenders hereunder, including cancellation of this Agreement by written notice from Collateral Agent to the PTO.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

GELCO INFORMATION NETWORK, INC.,
a Minnesota corporation

By: 

Name: SUZANNE RIESTERER

Title: CFO

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
REEL: 003005 FRAME: 0247

SPECIAL SITUATIONS INVESTING GROUP, INC.,
a Delaware corporation,
as Collateral Agent

By:  _____
Authorized Signatory

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

S-2

RECORDED: 07/06/2004

TRADEMARK
REEL: 003005 FRAME: 0248