


07-21-2004


To the Honorable Commissioner of Patents and Trademarks
102795270

Send original documents or copy thereof.

1. Name of conveying party(ies):

Jupiter Partners Inc.

- Individual(s)
- General Partnership
- Corporation-State DE
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of trade mark security interest
- Merger
- Change of Name

Execution Date: 06/30/2004

2. Name and address of receiving party(ies)

Name: Gelco Information Network, Inc.

Internal

Address: _____

Street Address: 10700 Prairie Lakes Drive

City: Eden Prairie State: MN Zip: 55344

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Minnesota corporation
- 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: _____

10

7. Total fee (37 CFR 3.41).....\$ 265.00

- 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 19, 2004

Date

Total number of pages including cover sheet, attachments, and document: 10

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

07/21/2004 LNUELLER 00000022 1007941

01 FC:8521
02 FC:8522

40.00 OP
225.00 OP

7.20.04

U.S. Trademarks Registrations

A. Registered Marks

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Branchpay	1,807,941	11/30/93
	Rapidpay	1,354,602	8/13/85
	Rapidraft (re-registration)	1,565,002	11/7/89
	Traveletter	651,556	9/10/57
	Traveletter Direct	1,809,560	12/7/93
	Travelorder	628,265	6/5/56
	TIPS	1,958,236	2/27/96
	GELCO TRAVEL MANAGER	2,157,202	5/12/98
	Expenselink	2,463,633	6/26/01
	Expenselink/Direct	2,486,268	9/4/01

RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, (this "Trademark Release"), dated June 30, 2004, is made by Jupiter Partners Inc., a Delaware corporation (the "LIFO Credit Lender") in favor of Gelco Information Network, Inc., a Minnesota corporation (the "Obligor").

W I T N E S S E T H

WHEREAS, pursuant to the LIFO Credit Agreement, dated as of March 26, 2002, between H-G Holdings, Inc., a Delaware corporation (the "Borrower") and the LIFO Credit Lender (as amended, supplemented or otherwise modified from time to time, the "LIFO Credit Agreement"), the LIFO Credit Lender agreed to make LIFO Credit Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the LIFO Credit Agreement, the Borrower, the Obligor and certain other subsidiaries of the Borrower executed and delivered a LIFO Credit Guarantee and Collateral Agreement, dated as of March 26, 2002, in favor of the LIFO Credit Lender (as amended, supplemented or otherwise modified from time to time, the "LIFO Credit Guarantee and Collateral Agreement");

WHEREAS, in connection with the LIFO Credit Guarantee and Collateral Agreement, the Obligor and the LIFO Credit Lender entered into the Grant of Security Interest in Trademark Rights, dated as of March 26, 2002 (the "Trademark Security Agreement") pursuant to which the Obligor granted to the LIFO Credit Lender a security interest in certain Trademarks, as set forth on Schedule A of the Trademark Security Agreement, to secure the performance of certain obligations;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 19, 2002, at Reel 002496, Frame 0041, but was filed under a cover sheet that erroneously identified the filing as a "Change of Name" conveyance;

WHEREAS, a correction identifying the April 19, 2002 conveyance as a "Security Agreement" was filed for recordation with the United States Patent and Trademark Office on May 28, 2004;

WHEREAS, the LIFO Credit Agreement was terminated as of June 30, 2004;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the LIFO Credit Lender and the Obligor agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the LIFO Credit Agreement and the LIFO Credit Guarantee and Collateral Agreement.

SECTION 2. Release of Trademark Collateral. The LIFO Credit Lender hereby fully, finally and forever releases, discharges and disclaims each security interest, lien and any other encumbrance of any kind created pursuant to the LIFO Credit Agreement, the LIFO Credit Guarantee and Collateral Agreement or the Trademark Security Agreement, covering all or any portion of the Trademarks (including, without limitation, those items listed on Schedule A hereto), and assigns any and all interest it may have in and to the Trademarks to Obligor.

SECTION 3. Purpose. This Trademark Release has been executed and delivered by the LIFO Credit Lender for the purpose of recording the release of security interest herein with the United States Patent and Trademark Office.

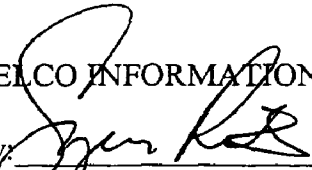
SECTION 4. Counterparts. This Trademark Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GELCO INFORMATION NETWORK, INC.

By: 
Name: _____
Title:

JUPITER PARTNERS INC.

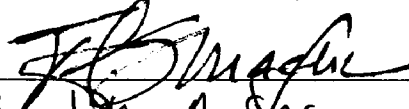
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GELCO INFORMATION NETWORK, INC.

By: _____
Name:
Title:

JUPITER PARTNERS INC.

By: 
Name: John A. Sprague
Title: Managing Partner