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Tab settings

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof

1. Name of conveying party(ies):
Aspen Marketing Services, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as agent
Internal

Street Address 311 South Wacker Dr., Suite 4400

City: Chicago State: IL Zip: 60606

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation State DE

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 27, 2004

4. Application number(s) or trademark

A. Trademark Application No.(s)
78/347619

B. Trademark Registration

See Attached Schedule 1

Additional numbers attached? Yes

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

Name: Terese M. Scholl

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis Rosenman
525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations

14

7. Total fee (37 CFR 3.41) \$ 365.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

09/10/2004 1MUELLER 00000007 78347619
01 FC:8521 40.00 OP
02 FC:8522 325.00 OP

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.

Terese M. Scholl

Name of Person

Terese M. Scholl

Signature

09/07/04

Date

8

Total number of pages including cover sheet, attachments, and

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

TRADEMARK
REEL: 003044 FRAME: 0861

U.S. TRADEMARK REGISTRATIONS

| <u>MARK</u> | <u>REG. NO.</u> | <u>DATE</u> |
|--|-----------------|-------------|
| Lifelong | 2064674 | 5/27/97 |
| World's Smallest, Most Powerful Clock Radio | 2229437 | 3/2/99 |
| Call N' Card | 2383492 | 9/5/00 |
| Life Long | 1509047 | 10/18/87 |
| Autoproval | 2246334 | 5/18/99 |
| Striker (& Design) | 2,120,881 | 12/16/97 |
| B12 (& Design) | 2,446,753 | 4/24/01 |
| Seymour Outdoor | 2,534,519 | 1/29/02 |
| Smartspiffs | 2,247,226 | 5/25/99 |
| Smartspiffs | 2,114,275 | 11/18/97 |
| Miscellaneous Design | 2034756 | 2/4/97 |
| Premiums That Mean Business | 2108908 | 10/28/97 |
| Creative Source International, Ltd. | 2,163,129 | 6/9/98 |

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

| | | |
|------------|-----------|--------|
| Baby Brite | 78/347619 | 1/5/04 |
|------------|-----------|--------|

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

TRADEMARK SECURITY AGREEMENT

WHEREAS, ASPEN MARKETING SERVICES, INC., a Delaware corporation (“**Grantor**”), owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into that Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Antares Capital Corporation, as agent (“**Agent**”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “**Lenders**”), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between Borrower and Agent (in such capacity, “**Grantee**”), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “**Liabilities**” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license, including, without limitation the Trademarks.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the

obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 27th day of August, 2004.

**ASPEN MARKETING SERVICES,
INC., a Delaware corporation**

By: _____
Name: Bruce L. Rogers
Title: Vice President

Acknowledged and agreed:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____ Director

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 27th day of August, 2004.

**ASPEN MARKETING SERVICES,
INC.**, a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged and agreed:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Eric P. Hansen
Title: _____ Director

ACKNOWLEDGMENT

STATE OF Colorado)
)ss.
COUNTY OF Denver)

On the 27th day of August, 2004, before me personally appeared Bruce Rogers, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is Vice President of Aspen Marketing Services, Inc., a Delaware corporation, described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Susan Briss Foley
Notary Public

{Seal}

My commission expires:

SUSAN BRISS FOLEY
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 11/26/2007