

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Correct the Cover Page, specifically the Nature of Conveyance, on previously recorded security agreement - Reel 1410/Frame 0531. The security agreement was recorded as an Assignment of the entire interest and goodwill.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Gift Certificate Center, Inc.		09/18/1995	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Riverside Bank
Street Address:	800 LaSalle Avenue
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	a Minnesota bank: MINNESOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1868540	PREMIERE CHOICE

CORRESPONDENCE DATA

Fax Number: (816)274-7171
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 816-545-3187
 Email: psimmo2@hallmark.com
 Correspondent Name: Albert P. Mauro, Jr., Esq.
 Address Line 1: 2501 McGee, Box 419126
 Address Line 2: MD #339
 Address Line 4: Kansas City, MISSOURI 64141-6126

NAME OF SUBMITTER:	Albert P. Mauro, Jr.
Signature:	/Albert P. Mauro, Jr./
Date:	06/28/2005

CH \$40.00 1868540

Total Attachments: 11

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FORM PTO-1094 1-31-95
 11-03-1995
 SHEET 1 U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks 100083729
 See attached original documents or copy thereof.

1. Name of conveying party(ies):
 The Gift Certificate Center, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Riverside Bank
 Internal Address: _____
 Street Address: 800 LaSalle Avenue
 City: Minneapolis State: MN ZIP: 55402
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other a Minnesota bank
 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 Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: September 18, 1995

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark registration No (s)
 1. 1,768,214 4. 1,868,540
 2. 1,765,410 5. 1,808,595
 3. 1,875,507
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Denise S. Mollen
Robins, Kaplan, Miller & Ciresi
 Internal Address: _____
 Street Address: 2800 LaSalle Plaza
800 LaSalle Avenue
 City: Minneapolis State: MN ZIP: 55402

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE
 050 MH 10/25/95 1768214 0 481 40.00 CK
 050 MH 10/25/95 1768214 0 482 100.00 CK

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.
Denise S. Mollen Denise S. Mollen 10/4/95
 Name of Person Signing Signature Date
 Total number of pages, excluding cover sheet: 1

MRO 10-18-95

COLLATERAL PATENT, TRADEMARK AND LICENSE ASSIGNMENT

This COLLATERAL PATENT, TRADEMARK AND LICENSE ASSIGNMENT ("Assignment"), made as of this 18th day of September, 1995, by THE GIFT CERTIFICATE CENTER, INC., a Minnesota Corporation ("Assignor"), with its principal place of business at 701 Fourth Avenue South, Suite 1600, Minneapolis, Minnesota 55415, and Riverside Bank, a Minnesota bank ("Assignee"), at LaSalle Plaza Office, 800 LaSalle Avenue, Minneapolis, Minnesota 55402-2008.

BACKGROUND

Assignor and Assignee are parties to a certain Credit and Security Agreement dated as of the date hereof, as may be amended, supplemented and modified from time to time (the "Credit Agreement"), which Credit Agreement provides (i) for a credit facility to the Assignor of up to One Million Dollars and no/100ths (\$1,000,000.00) in the aggregate and (ii) for the grant by Assignor to Assignee of a security interest in all of Assignor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Credit Agreement.** The terms and provisions of the Credit Agreement are incorporated herein in their entirety by this reference thereto.
2. **Collateral Assignment of Patents, Trademarks and Licenses.** To secure the complete and timely satisfaction of all of Assignor's obligations under the Credit Agreement to Assignee (the "Obligations"), Assignor hereby grants a security interest to Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, and assigns to Assignee, upon the occurrence of an "Event of Default" (as defined in the Credit Agreement) which has not been waived, in writing, by the Assignee, all of Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:
 - (i) U.S. and foreign patents and U.S. and foreign patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those U.S. and foreign patents listed on Schedule A attached hereto and made a part hereof, and the reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all U.S. and foreign patents and U.S. and foreign patent applications, including, without limitation, damages and

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payments for past or future infringements thereof (all of the foregoing hereinafter individually and/or collectively referred to as the "Patents");

- (ii) trademarks, trademark registrations, trade names, service marks, service mark registrations, service mark applications and trademark applications, including, without limitation, those listed on Schedule B attached hereto and made a part hereof, if any, and (a) renewals thereof, (b) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the rights to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, service marks, service mark registrations and applications, together with the items described in clauses (a) through (d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (iii) any license agreement in which Assignor is or becomes licensed to use a patent, trade name, trademark or service mark including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, if any (the "Licenses"); and
- (iv) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

3. **Restrictions on Future Agreements.** Assignor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated and cancelled, Assignor will not, without Assignee's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

4. **New Patents, Trademarks and Licenses.** Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, trademarks, service marks, registrations, licenses and applications now owned by Assignor. If, before the Obligations shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, service marks, service mark registrations or trade names or licenses, or (ii) become entitled to the benefit of any patent, license or trademark applications, trademark, trademark registrations, service marks, service mark registrations, renewal, extension or continuation-

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in-part of any Patent or any improvement on any Patent or License, the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A, B and/or C as applicable to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, service marks, service mark registrations, service mark applications, trade names, or licenses which are Patents or Trademarks or Licenses, as applicable, under paragraph 2 above, or under this paragraph 4.

5. **Royalties: Terms.** Assignor hereby agrees that the use by Assignee of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Obligations have been paid in full and the Credit Agreement has been terminated and cancelled.
6. **Assignee's Right to Inspect.** Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of an Event of Default, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Patents, Trademarks or Licenses. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks and/or Licenses without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Patents, Trademarks and/or Licenses are used, consistent with the quality of said products as of the date hereof; and (iii) not to change the quality of said products without Assignee's express written consent.
7. **Termination of Assignee's Security Interest.** This Assignment is made for collateral purposes only. Upon payment in full of the Obligations and termination and cancellation of the Credit Agreement, Assignee shall, upon Assignor's request, execute and deliver to Assignor all termination statements and other instruments in acceptable form provided to the Assignee by the Assignor as may be necessary or proper to terminate Assignee's security interest in the Patents, Trademarks and Licenses, subject to any disposition thereof, which may have been made by Assignee pursuant to paragraph 14 or any other provision hereof or pursuant to the Credit Agreement.
8. **Duties of Assignor.** To the extent appropriate and in accordance with Assignor's sound business practices, Assignor shall (i) prosecute diligently any patent application that is part of the Patents and any trademark or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the Obligations shall have been paid in full,

(ii) make application on unpatented but patentable inventions and on trademarks or service marks, as appropriate, and (iii) preserve and maintain all rights in patent applications and patents that are part of the Patents and in trademark applications, trademarks, and trademark registrations, and service mark applications, service marks, and service mark registrations that are part of the Trademarks, and to any Licenses. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent application, trademark application, or service mark application, or any pending patent application, trademark application, service mark application, patent, trademark or service mark, or License, without the consent of Assignee, which consent shall not be unreasonably withheld.

9. **Assignee's Right to Sue.** From and after the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses and Trademarks, and any other licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 9.
10. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
11. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.
12. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof, or by a writing signed by the parties hereto.
13. **Cumulative Remedies: Power of Attorneys: Effect on Credit Agreement.** All of Assignee's rights and remedies with respect to the Patents, Licenses and Trademarks, whether established hereby, by the Credit Agreement, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. From and after the occurrence of an Event of Default, Assignor hereby constitutes and appoints Assignee, with full power of substitution in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee in the use of the Patents, Licenses and

Trademarks, (ii) take any other actions with respect to the Patents, Licenses and Trademarks as the Assignee deems in the best interest of the Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Licenses or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Licenses or Trademarks to anyone. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Credit Agreement has been terminated and cancelled. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Credit Agreement, but rather, is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, License or Trademarks may be located.

14. **Retention of Patents and Trademarks in Satisfaction of the Liabilities.** Upon the occurrence of an Event of Default and the election by Assignee to retain the Collateral in satisfaction of the Obligations in accordance with the provisions of Section 9-505 of the Uniform Commercial Code as adopted by the State of Minnesota, Assignor agrees to assign, convey and otherwise transfer title in and to the Patent, Licenses and Trademarks to Assignee and to execute and deliver to Assignee all such agreements, documents and instruments as may be necessary, in Assignee's determination, to effect such assignment, conveyance and transfer.
15. **Binding Effect: Benefits.** This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.
16. **Governing Law.** THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA. B
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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the 16th day of September, 1995.

THE GIFT CERTIFICATE CENTER, INC.

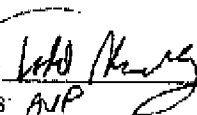
By Keith A. Sullivan
Its vice President

ATTEST:

ACCEPTANCE

The undersigned, Riverside Bank accepts the foregoing Collateral Patent, Trademark and License Assignment.

RIVERSIDE BANK

By: 
Its: *AVP*

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KARSCHEDULE A

PATENTS AND PATENT APPLICATIONS

<u>Patent Number</u>	<u>Country</u>	<u>Patent Title</u>	<u>Issue Date</u>
Des. 348,263	USA	Kiosk	6/28/94
Des. 357,109	USA	Kiosk	4/4/95
5,243,174	USA	Method & Apparatus For Generating Gift Certificates	9/7/93

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KATSCHEDULE B

TRADEMARK AND TRADEMARK APPLICATIONS

<u>Registration of Serial No.</u>	<u>Country</u>	<u>Mark</u>	<u>Date of Registration</u>
1,768,214	USA	See attached design	4/27/93
1,765,410	USA	Gift Certificate Center	4/13/93
1,875,507	USA	Gift Certificate Express	1/24/95
1,868,540	USA	Premiere Choice	12/20/94
1,808,595	USA	The World's Smallest Shopping Center	11/30/93

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KMG

SCHEDULE C

LICENSES

Licensed Patent, Name and Number, or Trademark and Description		Serial Number	Country	License Filing Number	Date of License	Date of Registration
None						

RECORDED: 10/18/1995

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RECORDED: 06/28/2005

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