

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Continental Promotion Group, Inc.		07/15/2005	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	401 E Jackson Street
Internal Address:	Suite 2450
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33602
Entity Type:	Association:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2346449	CONTINENTAL REDEMPTION SERVICES
Registration Number:	2349344	CONTINENTAL PROMOTION INTERNATIONAL
Registration Number:	2339833	CONTINENTAL PROMOTION GROUP
Registration Number:	2259349	CPG
Registration Number:	2478309	RESPONSEPRO

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027216405
 Email: christine.wilson@thomson.com
 Correspondent Name: Jimmy Morales, Esquire
 Address Line 1: 150 West Flagler Street
 Address Line 2: Suite 2200
 Address Line 4: Miami, FLORIDA 33130

CH \$140.00 2346449

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	08/10/2005

Total Attachments: 19

source=continental promo - lasalle tm#page1.tif
source=continental promo - lasalle tm#page2.tif
source=continental promo - lasalle tm#page3.tif
source=continental promo - lasalle tm#page4.tif
source=continental promo - lasalle tm#page5.tif
source=continental promo - lasalle tm#page6.tif
source=continental promo - lasalle tm#page7.tif
source=continental promo - lasalle tm#page8.tif
source=continental promo - lasalle tm#page9.tif
source=continental promo - lasalle tm#page10.tif
source=continental promo - lasalle tm#page11.tif
source=continental promo - lasalle tm#page12.tif
source=continental promo - lasalle tm#page13.tif
source=continental promo - lasalle tm#page14.tif
source=continental promo - lasalle tm#page15.tif
source=continental promo - lasalle tm#page16.tif
source=continental promo - lasalle tm#page17.tif
source=continental promo - lasalle tm#page18.tif
source=continental promo - lasalle tm#page19.tif

SECURITY AGREEMENT

This Security Agreement (as amended, modified or supplemented from time to time, this "Agreement") made as of this 15th day of July 2005, by and between CONTINENTAL PROMOTION GROUP, INC., an Arizona corporation, with its chief executive office located at 7405 E. Monte Cristo Avenue, Scottsdale, Arizona 85260 ("Debtor"), and LASALLE BANK NATIONAL ASSOCIATION, with a place of business at 401 E. Jackson Street, Suite 2450, Tampa, Florida 33602 ("Bank").

WHEREAS, Debtor and Bank are parties to that certain Credit Agreement, as of even date herewith (as may be amended from time to time, the "Credit Agreement")(all terms which are capitalized and used herein that are not otherwise defined herein having the meanings ascribed to such terms in the Credit Agreement);

WHEREAS, in connection therewith, Debtor has agreed to pledge certain of its property and other assets to secure the payment of all Loans now or in the future made by Bank to Debtor under the Credit Agreement and the payment and performance of all other obligations to Bank; and

WHEREAS, it is a condition precedent to Bank's obligation to extend credit under the Credit Agreement that Debtor shall have executed and delivered this Agreement to the Bank.

NOW, THEREFORE, for value received and in consideration of any loan, advance, or financial accommodation of any kind whatsoever heretofore, now or hereafter made, given or granted to Debtor by Bank (including, without limitation, the Loans), the parties hereto hereby agree as follows:

1. SECURITY INTEREST.

The Loans and all other Obligations shall be secured by a security interest in accordance with the terms set forth herein, in the following referenced Debtor's assets as Collateral.

1.01 As collateral security for the payment and performance of all obligations, Debtor hereby reaffirms any existing security interests of Bank in, and additionally collaterally assigns, to the extent assignable, pledges and transfers to Bank, and grants to Bank a continuing and unconditional security interest in, the following property of Debtor, whether now or hereafter existing, owned, licensed, leased, consigned, acquired or arising, wherever now or hereafter located, and all products, Proceeds, profits, distributions and other rights in respect of any of the foregoing and all replacements, additions, accessions or substitutions with respect thereto, including, without limitation, proceeds of all insurance policies insuring the foregoing property, and all of Debtor's books and records relating to any of the foregoing property and to Debtor's business: (a) all Accounts and all Goods the sale, lease or other disposition of

which by Debtor has given rise to Accounts and have been returned to, or repossessed or stopped in transit by, Debtor; (b) all Chattel Paper (including, without limitation, all Electronic Chattel Paper and all Tangible Chattel Paper), Instruments, Documents and General Intangibles (including, without limitation, all trust receipts, Payment Intangibles and all patents, patent applications, trademarks (including all trademarks set forth on **EXHIBIT 6** hereto), service marks, trademark and service mark applications, trade names, trade secrets, goodwill, copyrights, copyright applications, registrations, licenses, software, franchises, customer lists, tax refund claims, claims against carriers and shippers, guarantee claims, contract rights, security interests, security deposits and rights to indemnification, and all reissues, divisions, renewals, extensions, supplements, continuations and continuations-in-part thereof); (c) all Inventory; (d) all Goods, excluding Equipment and Fixtures, (e) all Investment Property (including without limitation all outstanding equity interests in and securities, whether certificated or uncertificated, owned directly or indirectly, of record or beneficially, by Debtor, and all security entitlements therein and certificates and other documents, instruments and agreements evidencing such securities); (f) all Deposit Accounts, bank and other accounts, deposits and cash, money and other property now or at any time in the possession or under the control of, or in transit to, Bank or any bailee, agent or custodian of Bank, all investments arising out of any thereof, and all claims thereunder or in connection therewith; (g) all cash, Investment Property, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of such Investment Property, Deposit Accounts, other accounts, funds, property or investments; (h) all Letter-of-Credit Rights; (i) Commercial Tort Claims listed on **EXHIBIT 1** hereto; and (j) any other property of Debtor now or hereafter in the possession, custody or control of Bank or any agent or any parent, affiliate or subsidiary of Bank or any participant with Bank in the Loans, for any purpose (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise). Capitalized Terms used in this paragraph and not otherwise defined in the Loan Documents shall have the meaning afforded same in the Uniform Commercial Code of the State of Florida as in effect from time to time ("*UCC*").

1.02 Debtor shall execute and deliver or cause to be executed and delivered to Bank, in due form for filing or recording (and pay the cost of filing or recording the same in all public offices deemed necessary or advisable by Bank), such assignments, security agreements, pledge agreements, consents, waivers, financing statements, control agreements and other documents, and do such other acts and things, all as may from time to time be necessary or desirable to establish and maintain to the satisfaction of Bank a valid perfected Lien on and security interest in all assets of Debtor in which a security interest has been granted to Bank, now or hereafter existing or acquired free of all other Liens of third parties whatsoever other than Liens permitted in the Credit Agreement. Without limiting the generality of any provision of this Agreement, Debtor hereby authorizes Bank to file one or more financing statements on Form UCC-1 and amendments to financing statements on Form UCC-3 with respect to Debtor as debtor and Bank as secured party.

1.03 Debtor shall cause Bank's security interest hereunder to be at all times duly noted on any certificate of title issuable with respect to any of the Collateral, and shall forthwith deliver or cause to be delivered to Bank each such certificate of title.

1.04 Bank and its agents shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral assigned or granted by Debtor to Bank or in Bank's possession, but failure of Bank to comply with any request by Debtor to take possession of Collateral shall not of itself be deemed a failure to exercise reasonable care, and no failure of Bank or any agent to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by Debtor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

2. REPRESENTATIONS AND WARRANTIES.

To induce Bank to consummate the transactions contemplated hereby, Debtor represents and warrants to Bank as follows:

2.01 Debtor is duly organized or formed, validly existing and in good standing under the laws of its respective jurisdiction of organization, has the full power and authority to own its properties and to carry on its business as now conducted, is qualified to do business and is in good standing as a foreign corporation or other entity in each jurisdiction wherein the nature of the business transacted or to be transacted by it or property owned or to be owned by it makes such qualification necessary and where the failure to be so qualified would have a Material Adverse Effect with respect to Debtor, and possesses all material permits necessary to operate the business it conducts where failure to so possess would have a Material Adverse Effect with respect to Debtor.

2.02 Debtor has the full power and authority to enter into this Agreement and to perform its obligations hereunder, to perform all acts and things undertaken and done pursuant to this Agreement and has taken all corporate or other action necessary to authorize the execution, delivery and performance of the Loan Documents to which Debtor is a party. The officers of Debtor executing such Loan Documents have been duly elected or appointed and have been fully authorized to execute such Loan Documents at the time executed. The Loan Documents, when executed and delivered, will be the legal, valid and binding obligations of Debtor, to the extent that Debtor is a party thereto, enforceable against Debtor in accordance with their respective terms except as enforceability may be limited by bankruptcy, insolvency, or similar Laws affecting the enforcement of creditors' rights generally.

2.03 Since the date of Debtor's and its Subsidiaries' most recent financial statements delivered to Bank, there has been no material change in the assets, liabilities or condition, financial or otherwise, of Debtor, other than changes arising from transactions in the ordinary course of business and the financing transactions contemplated by the Loan Documents, none of which has had a Material Adverse Effect with respect to Debtor.

2.04 Other than as set forth in the Credit Agreement, there are no material actions, suits or proceedings pending, or, to the best of the knowledge of Debtor, threatened against or affecting Debtor at law or in equity or before or by any governmental authority or any foreign equivalent thereof, which involve the possibility of any material judgment or liability, or which are, in the aggregate, material in light of the financial condition and assets of Debtor, or which involve any trademark, service mark, copyright, patent or license with respect to any thereof. There are no material actions, suits, investigations or proceedings pending, or, to the best of the knowledge of Debtor, threatened against Debtor or its properties regarding Environmental Laws, the manufacture, storage or treatment of Hazardous Substances or products liability.

2.05 Debtor is not in violation of, and the execution and delivery of the Loan Documents and the performance by Debtor of its obligations under the Loan Documents do not and will not result in Debtor being in material violation of or materially in conflict with, or constitute a material default under, any of Debtor's organizational documents, any term or provision of any note, mortgage, indenture, contract, agreement, instrument, judgment or Law applicable to Debtor, or result in the creation or imposition of any Lien of any nature whatsoever (other than those in favor of Bank) upon any of the assets of Debtor pursuant to any such term or provision. Debtor is not in material default, after the expiration of any applicable grace or cure periods, in any respect in the enforcement or fulfillment of any of its obligations, covenants or conditions contained in any agreement or instrument to which it is a party or by which any of its properties may be bound, and Debtor does not know of any dispute regarding any such agreement or instrument.

2.06 Except as otherwise permitted in the Credit Agreement, Debtor does not have outstanding any material Debt (except to Bank, if any) or other obligation for borrowed money, or for the deferred purchase price of property or services and Debtor is not obligated as guarantor, cosigner or otherwise on any material Debt or other obligation of any kind of any other Person, except and to the extent shown on the financial statements for the most recently ended accounting period of Debtor before the date of this Agreement, or disclosed on **EXHIBIT 2** hereto, or incurred in the ordinary course of business. To the knowledge of Debtor, no Person is in default under any of said obligations.

2.07 Except to the extent that failure to comply would not have a Material Adverse Effect with respect to Debtor, or adversely affect in any way Debtor's obligations (or Bank's rights) under the Loan Documents, Debtor has complied with all applicable laws with respect to: (i) any restrictions, specifications or other requirements pertaining to products that Debtor manufactures and sells or the services it performs, including without limitation all Environmental Laws, (ii) the conduct of its respective business and (iii) the use, maintenance, and operation of the real and personal properties owned or leased by Debtor in the conduct of its respective business.

2.08 No authorization, consent, license or approval of, or filing or registration with, or notification to, any governmental authority is required in connection with the execution, delivery or performance of the Loan Documents by Debtor.

2.09 Debtor has and will have a valid leasehold or license interest in all Collateral it leases or licenses, and is and will be the sole owner of all of the other Collateral, in each case free and clear of all Liens, and Debtor has good and transferable title to all of its respective assets, all subject to no Lien of any Person excepting only Liens of Bank or as otherwise permitted in the Credit Agreement and there is no financing statement or other evidence of any such Lien or, to the knowledge of Debtor, any claim of any Person, on file in any public office or otherwise, other than those evidencing Liens of Bank.

2.10 Debtor does not own, directly or indirectly, any investment property. As of the date of this Agreement, the ownership of all of the issued and outstanding shares of capital stock of or other equity interests in Debtor is as set forth on **EXHIBIT 3** hereto.

2.11 Debtor is solvent, no transaction under or contemplated by the Loan Documents renders or will render Debtor insolvent, Debtor retains sufficient capital for the business and transactions in which it engages or intends to engage, no obligation of Debtor is beyond the ability of Debtor to pay as such obligation matures, Debtor is not contemplating either the filing of a petition under any state or federal bankruptcy or insolvency Laws or the liquidating of all or a major portion of any of its property, and Debtor has no knowledge of any person contemplating the filing of any such petition against Debtor or any Guarantor.

2.12 No representation or warranty by Debtor contained herein or in any Loan Document furnished by or on behalf of Debtor or any Guarantor contains any untrue statement of material fact or is misleading in light of the circumstances under which it was made.

2.13 The provisions of this Agreement are sufficient to create in Bank's favor a first priority security interest in all right, title and interest of Debtor in those items and types of Collateral in which a security interest may be created under Article 9 of the UCC. Assuming that properly prepared financing statements are filed in a filing office in accordance with Article 9 of the UCC, and not subsequently released, terminated or modified in writing by Bank, Bank's security interest in the Collateral assigned or granted by Debtor will be perfected to the extent such security interest may be perfected under such UCC by the filing of such financing statements.

2.14 All of the representations and warranties set forth in this Section 2 shall be deemed ratified and reaffirmed to be true, complete and correct at the time of each request for a Loan, and at the date of the respective funding of each Loan.

2.15 The offices where Debtor keeps all of its books and records, including computer records, concerning the Collateral are now located at the addresses set forth in **EXHIBIT 4** hereto.

2.16 The chief executive office of Debtor is located at the address set forth on **EXHIBIT 5** hereto.

2.17 The Collateral is located at Debtor's address or addresses set forth on **EXHIBIT 5** hereto.

2.18 Debtor does not own or hold any (i) registered or unregistered trademarks, service marks, copyrights or patents or (ii) licenses with respect to any registered or unregistered trademarks, service marks, copyrights or patents, that is, or is reasonably expected to be, material to the operation of its business.

3. COVENANTS AND BANK'S REMEDIES.

3.01 All covenants applicable with respect to Debtor set forth in the other Loan Documents are incorporated by reference herein as covenants, agreements and affirmations of Debtor as if fully and expressly set forth herein.

3.02 Bank may at any time and from time to time, after an Event of Default has occurred, and at any and all times while any Event of Default shall be continuing and shall not have been cured per Section 12 of the Credit Agreement, without notice to Debtor, (i) notify any Person obligated on any of the Collateral to make payment to Bank of any amounts due or to become due thereunder, (ii) enforce collection of any amounts due or to become due thereunder, (iii) surrender, release or exchange all or any part of the Collateral, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness or Obligation under the Loan Documents, (iv) notify Debtor (and upon receipt of such notice Debtor agrees to notify, at its sole expense, any parties obligated on any of the Collateral) to make payment to Bank of any amount due or to become due on the Collateral, (v) receive, take, endorse, sign, assign and deliver, all in the name of Bank or Debtor, any and all instruments representing payment on or other proceeds of any of the Collateral, and (vi) receive, open and dispose of all mail addressed to Debtor, and notify postal authorities to change the address for delivery of Debtor's mail to such address as Bank may designate.

3.03 Bank may at any time and from time to time, after an Event of Default has occurred, and at any and all times while any Event of Default shall be continuing and shall not have been cured per Section 12 of the Credit Agreement, without notice to Debtor, take any or all of the following actions: (i) retain or obtain a security interest in any property, in addition to the Collateral, to secure payment and performance of any of the Debtor's obligations to Bank, (ii) retain or obtain the primary or secondary liability of any Person, in addition to Debtor, with respect to any of Debtor's obligations to Bank, and (iii) to the extent Bank is permitted under this Agreement to do so, resort to the Collateral for payment of any of Debtor's obligations to Bank, whether or not Bank (A) shall have resorted to any other property securing payment and performance of Debtor's obligations to Bank or (B) shall have proceeded against any Person primarily or secondarily liable on any of Debtor's obligations to Bank.

3.04 Bank and any of Bank's officers, employees, agents or auditors shall have the right at any time or times, after an Event of Default has occurred, and at any and all times while any Event of Default shall be continuing and shall not have been cured per Section 12 of the Credit Agreement, to make reasonable inquiries by mail,

telephone, telegraph or otherwise to any Person with respect to the validity and amount or any other matter concerning any of the Collateral.

3.05 Bank may at any time and from time to time, following notice to Debtor, at Bank's option, perform any obligation to be performed by Debtor hereunder or under any other agreement between Bank and Debtor which Debtor shall fail to perform within any applicable grace period, and take any other action which Bank reasonably deems necessary for the maintenance or preservation of any of the Collateral or its security interest in the Collateral. The making of any such advance by Bank shall not relieve Debtor of any default under the Loan Documents.

3.06 If any Event of Default shall occur and be continuing and shall not have been cured per Section 12 of the Credit Agreement, Bank shall have, in addition to all other rights provided herein or otherwise available to it under applicable Law, all of the rights and remedies of a secured party under the UCC, and Bank may, without notice, demand or legal process of any kind, all of which Debtor waives, at any time or times take physical possession of the Collateral and maintain such possession on Debtor's premises at no cost to Bank, or remove the Collateral or any part thereof to such other place or places as Bank may desire. Debtor shall, upon Bank's demand, at Debtor's sole cost and expense, assemble the Collateral and make it available to Bank at a place reasonably convenient to Bank. Bank may sell or otherwise dispose of the Collateral, for cash or otherwise. Bank may, if Bank deems it reasonable, postpone or adjourn any sale of the Collateral from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Debtor agrees that Bank has no duty to preserve rights to the Collateral against prior parties or to marshal any Collateral for the benefit of any Person. Bank is hereby granted a license or other right to use, without charge, Debtor's labels, patents, copyrights, rights to use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Collateral in advertising for sale and selling any Collateral, and Debtor's rights under all personalty leases and licenses shall inure to Bank's benefit. Any requirement for reasonable notice shall be met if such notice is given to Debtor in accordance with the notice provisions herein and at least ten (10) calendar days before the time of sale or other disposition. The proceeds of sale shall be applied in accordance with the Credit Agreement.

3.07 Debtor waives notice, demand, presentment for payment, protest and notice of protest and dishonor as to all commercial paper at any time held by Bank upon which Debtor is in any way liable, notice of nonpayment at maturity of any and all accounts, and, except where required by law or otherwise expressly provided herein, notice of all action taken by Bank. Debtor further waives and releases, to the full extent permitted by law, the benefit of any appraisal, valuation, stay, extension or exemption law now or hereafter in effect. No delay or omission on the part of Bank in the exercise of any right or any other remedy shall operate as a waiver of such right or any other right. No default shall be waived by Bank except in writing and no waiver of any default shall operate as a waiver of any other default or of the same default on a future occasion. Debtor releases Bank from all claims for loss or damage caused by any failure

to collect or enforce any account or caused by any act or omission on the part of Bank, except gross negligence or willful misconduct of Bank.

3.08 Upon the occurrence of any Event of Default, and at any and all times while any Event of Default shall be continuing and shall not have been cured per Section 12 of the Credit Agreement, Bank, without limiting Bank's rights and remedies under this Agreement, any other Loan Document or applicable law, may, at its option, accelerate the maturity of all of Debtor's obligations to Bank and set off against such outstanding obligations, any obligations of Bank to Debtor.

3.09 No right or remedy herein conferred is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative, may be exercised singularly or concurrently, and shall be in addition to every other right or remedy herein conferred, or conferred upon Bank by any other agreement or instrument or security, or now or thereafter existing under law, at law or in equity.

3.10 Debtor hereby authorizes Bank, upon the occurrence of an Event of Default which has not been cured per Section 12 of the Credit Agreement, to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with full power of substitution, and with power to (i) endorse Debtor's name on all applications, agreements, documents, papers and instruments necessary or desirable for Bank in the use of any Collateral, or (ii) take any other actions with respect to any Collateral as Bank deems to be in the best interests of Bank, or (iii) grant or issue any exclusive or non-exclusive license under any Collateral to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of any Collateral to anyone. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is an agency coupled with an interest and shall be irrevocable until Debtor's obligations to Bank shall have been paid and performed in full and Bank's obligation to Loans under the Credit Agreement shall have terminated.

4. MISCELLANEOUS.

4.01 No failure or delay on the part of Bank in exercising any right, power or remedy hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or under any other Loan Document. The remedies provided herein and under any other Loan Document are cumulative and not exclusive of any remedies provided by law.

4.02 This Agreement and the other Loan Documents constitute the entire agreement between the parties and there are no promises expressed or implied unless contained herein or therein. No amendment, modification, termination or waiver of any provision of the Loan Documents nor consent to any departure by Debtor therefrom shall in any event be effective unless the same shall be in writing and signed by Bank, and then such waiver or consent shall be effective only for the specific purpose for which

given, and shall not be deemed a waiver of or consent to any other matter or to the same matter in a different instance. No notice to or demand on Debtor in any case shall entitle Debtor to any other or further notice or demand in similar or other circumstances.

4.03 (a) This Agreement and the other Loan Documents shall not be binding upon Bank or become effective until accepted by Bank, in writing, at said place of business. If so accepted by Bank, this Agreement and the other Loan Documents shall be deemed to have been made at said place of business. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF FLORIDA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE AS TO INTERPRETATION, ENFORCEMENT, VALIDITY, CONSTRUCTION, EFFECT, AND IN ALL OTHER RESPECTS, INCLUDING, WITHOUT LIMITATION, THE LEGALITY OF THE INTEREST RATE AND OTHER CHARGES, BUT EXCLUDING PERFECTION OF THE SECURITY INTERESTS IN COLLATERAL, WHICH SHALL BE GOVERNED AND CONTROLLED BY THE LAWS OF THE RELEVANT JURISDICTION OR JURISDICTIONS UNDER REVISED ARTICLE 9 OF THE UCC.** If any provision of this Agreement shall be held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Agreement. All obligations and rights of Bank, regardless whether expressed herein or in any of the other Loan Documents, shall be cumulative, may be exercised singularly or concurrently, and shall be in addition to and not in limitation of those provided by applicable Law.

(b) To induce Bank to accept this Agreement, Debtor irrevocably agrees that, subject to Bank's sole and absolute election, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE COLLATERAL SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF TAMPA, STATE OF FLORIDA. DEBTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE.** Debtor hereby irrevocably appoints and designates the Secretary of State of Florida, the address of whom is Tallahassee, Florida (or any other Person having and maintaining a place of business in such state whom Debtor may from time to time hereafter designate on or before the date of this Agreement, or after such date upon ten (10) days' prior written notice to Bank, whom Bank has agreed, in its sole discretion and in writing, is satisfactory, and who has executed an agreement in form and substance satisfactory to Bank agreeing to act as such attorney and agent), as Debtor's true and lawful attorney and duly authorized agent for acceptance of service of legal process. Debtor agrees that service of such process upon such Person shall constitute personal service of such process upon Debtor. **DEBTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST DEBTOR BY BANK IN ACCORDANCE WITH THIS SECTION 4.03(b).**

4.04 (a) **DEBTOR AND BANK EACH HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS, THE OBLIGATIONS, THE COLLATERAL, OR ANY ALLEGED TORTIOUS CONDUCT BY DEBTOR OR BANK, OR WHICH, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISES OUT OF OR RELATES TO THE RELATIONSHIP BETWEEN DEBTOR AND BANK. IN NO EVENT SHALL BANK BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES.**

(b) Without limiting the generality of any other provision of this Agreement, Bank's failure, at any time or times hereafter, to require strict compliance or performance by Debtor of any provision of this Agreement or any of the other Loan Documents shall not waive, affect or diminish any right of Bank thereafter to demand strict compliance and performance therewith in Bank's sole discretion. Any suspension or waiver by Bank of an Event of Default or any default under any of the other Loan Documents shall not suspend, waive or affect any other Event of Default or any other default under any of the other Loan Documents, whether the same is prior or subsequent thereto and whether of the same or of a different kind or character. No delay on the part of Bank in the exercise of any right or remedy under this Agreement or any other Loan Document shall preclude other or further exercise thereof or the exercise of any right or remedy. None of the undertakings, agreements, warranties, covenants and representations of Debtor contained in this Agreement or any of the other Loan Documents and no Event of Default or default under any of the other Loan Documents shall be deemed to have been suspended or waived by Bank unless such suspension or waiver is in a writing, signed by a duly authorized officer of Bank and directed to Debtor specifying such suspension or waiver.

4.05 Any notices or consents required or permitted by this Agreement shall be in writing and shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, or delivered by facsimile, or delivered by United States Postal Service express mail or by a nationally recognized overnight delivery service, in any case addressed as follows, unless such address is changed by written notice given in accordance with this Section 4.05:

(i) If to Debtor:

Continental Promotion Group, Inc.
7405 E. Monte Cristo Avenue
Scottsdale, Arizona 85260
Attn: Daniel D. Granger
President
Fax: () _____ - _____

With a copy to:

If to Bank:

LaSalle Bank National Association
401 E. Jackson Street, Suite 2450
Tampa, Florida 33602
Attention: Daniel Borasch
Fax: (813) 202-7890

With a copy to:

Jimmy L. Morales, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130
FAX: (305) 789-3395

Any such notice or communication shall be deemed to have been given either at the time of personal delivery, or, in the case of overnight delivery, as of the date delivery was first attempted, or, in the case of facsimile, upon receipt, or, in the case of certified mail, five (5) days after delivery to the United States Postal Service.

4.06 This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

4.07 This Agreement shall become effective when it shall have been executed by Debtor and Bank, and thereafter shall be binding upon and inure to the benefit of Debtor and Bank and their respective successors and assigns, except that Debtor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Bank and any purported assignment by Debtor in contravention hereof shall be void and ineffective.

4.08 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and, wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law.

4.09 All covenants, agreements, representations and warranties made by Debtor herein and any and all certificates and instruments delivered by Debtor in connection herewith shall, notwithstanding any investigation by Bank, be deemed material and relied on by the Bank and shall survive the execution and delivery to Bank of this Agreement, the other Loan Documents, and any amendment, modification, extension or renewal thereof.

4.10 All EXHIBITS attached to this Agreement are incorporated herein by this reference.

4.11 Whenever, under the terms of any of the Loan Documents, the time for performance of a covenant or condition falls upon a day which is not a Business Day, such time for performance shall be extended to the next Business Day. Unless otherwise stated, all references herein to "days" shall mean calendar days.

4.12 This Agreement and the other Loan Documents supersede all prior negotiations, understandings and agreements of the parties hereto and thereto in respect of the transactions contemplated hereby, including, without limitation, those expressed in any commitment or proposal letter.

4.13 Debtor shall execute and deliver such further agreements, instruments and documents, and perform such further acts, as Bank shall reasonably request from time to time in order to carry out the purpose of this Agreement.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement on this 15 day of July 2005.

BANK:

LASALLE BANK NATIONAL
ASSOCIATION

By: Daniel Borasch, SVP
Daniel Borasch, Senior Vice President

DEBTOR:

CONTINENTAL PROMOTION GROUP,
INC., an Arizona corporation

By: Joseph Port
JOSEPH PORT President

**EXHIBIT 1
COMMERCIAL TORT CLAIMS**

[Intentionally Blank]

**EXHIBIT 2
MATERIAL DEBT**

[Intentionally Blank]

EXHIBIT 3
INVESTMENT PROPERTY

CPG Marketing, Inc., a Florida corporation, is the owner of all of the issued and outstanding shares of capital stock of or other equity interests in Continental Promotion Group, Inc.

EXHIBIT 4
EXISTING LIENS

The offices where Debtor keeps all of its books and records, including computer records, concerning the Collateral are now located at 7405 E. Monte Cristo Ave., Scottsdale , AZ 85260.

EXHIBIT 5
COLLATERAL LOCATIONS

The chief executive office of Debtor is located at 7405 E. Monte Cristo Ave., Scottsdale, AZ 85260.

The Collateral is located at 7405 E. Monte Cristo Ave., Scottsdale, AZ 85260.

**EXHIBIT 6
TRADEMARKS**

<u>Mark</u>	<u>Registration Number</u>
“Continental Redemption Services”	2346449
“Continental Promotion International”	2349344
“Continental Promotion Group”	2339833
“CPG”	2259349
“ResponsePro”	2478309