

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Focus Direct, LLC		07/28/2005	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	7th and Washington Streets
Internal Address:	One U.S. Bank Plaza
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	National Association:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2616890	FOCUS DIRECT
Registration Number:	2576728	ULTRASOURCE
Registration Number:	2441927	FOCUS DIRECT
Registration Number:	2123152	FOCUS DIRECT

CORRESPONDENCE DATA

Fax Number: (314)259-2020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 314-259-2000
 Email: ndcollora@bryancave.com
 Correspondent Name: Daniel A. Crowe, Esq.
 Address Line 1: 211 North Broadway
 Address Line 2: Suite 3600
 Address Line 4: St. Louis, MISSOURI 63102-2750

CH \$115.00 2616890

ATTORNEY DOCKET NUMBER:	C043194/0189463
NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	10/18/2005

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of July 28, 2005, by **FOCUS DIRECT, LLC** (including any successor or permitted assignee thereof, "Grantor"), in favor of **U.S. BANK NATIONAL ASSOCIATION** (including any successor, participant, assignee or transferee thereof, "Agent"), as administrative agent for itself and the Lenders. Capitalized terms used herein without definition have the respective meanings assigned in that certain Loan Agreement of even date herewith by and among Direct Marketing International LLC, a Delaware limited liability company ("Borrower"), the Agent and the Lenders (the "Loan Agreement").

RECITALS

WHEREAS, as a condition to the Agent and the Lenders entering into the Loan Agreement and providing the financial accommodations thereunder, the Agent and each Lender has required that Grantor grant to the Agent a security interest in the Collateral (as defined herein) including a security interest in Collateral identified herein including, but not limited to, the patents, patent applications, inventions, and the like, listed on Schedule B attached hereto, to secure the payment of all amounts owing under the Indebtedness, as defined in the Forbearance Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Agent an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in, to and under the following property and rights (collectively, the "Collateral"):

(a) Any and all tangible and/or copyrightable works of authorship and copyrights therein, whether statutory or common law, registered or unregistered, now or hereafter existing or in force throughout the world including, without limitation, all of Grantor's right, title and interest in, to and under all works of authorship, unregistered copyrights and all registered copyrights in the United States and throughout the world including, but not limited to, all treaty and convention rights, all applications, registrations, supplementary registrations, extensions and renewals of any thereof, licenses, together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit, including, but not limited to, those set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) Any and all types of exclusionary or protective rights granted (or applications therefor) for designs and inventions in any country of the world including, but not limited to, all treaty and convention rights (including, without limitation, all utility patents, design patents, utility models, inventor's certificates, and the like), and any and all patents, reissues, reexaminations, extensions, and supplementary protections certificates thereof, and all patent applications (including, without limitation, all provisional, divisional, continuation, continuing, reissue, continuation-in-part, patent cooperation treaty, and foreign counterpart applications), licenses, together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit, including, without limitation, any thereof referred to on Schedule B hereto (collectively, the "Patents"); and

(c) Any and all: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, designs, symbols, marks, and/or other sources of business identifiers used in any country in the world including, but not limited to, all treaty, convention, and common law rights, whether registered or unregistered, and any and all goodwill associated therewith, now existing or hereafter acquired; (ii) all applications, registrations, recordings and renewals thereof or therefor, in or with any national, state or local governmental authority of any country, or community or collective authority or agency (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of use under Section 1(c) and 1(d) of said Act has been filed); and (iii) all licenses therefor; together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit, including, without limitation, any thereof referred to on Schedule C hereto (collectively, the “Trademarks”); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the United States Copyright Office, the United States Patent and Trademark Office, and all analogous foreign government offices and agencies (and any other any state, governmental, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Agent’s interests in, to and under the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Loan Agreement) and subject to foreclosure provisions of applicable law, Grantor shall immediately execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the Collateral, and any and all goodwill associated therewith, to Agent. Notwithstanding the foregoing, those certain Specified Defaults as defined in the Forbearance Agreement is excluded as an Event of Default for purposes of this IP Security Agreement.

4. Power of Attorney. Grantor hereby irrevocably grants Agent a power of attorney, to act as Grantor’s attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Agent’s discretion, to take any action and to execute any instrument which Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Agent’s sole discretion and without first obtaining Grantor’s approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to or the identification of any intellectual property (or applications, registrations, patents, or licenses therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Covenants.

(a) Grantor (either itself or through licensees) will (A) continue to use each Trademark on or in connection with Grantor's applicable goods and/or services in order to maintain such Trademark in full force and effect, free from any claim of abandonment for non-use, (B) maintain as in the past at least the same quality of products and services offered under each such Trademark, (C) employ each such Trademark with the appropriate notice of registration and ownership, (D) not adopt or use any mark which is confusingly similar to or a colorable imitation of any Trademark unless within 30 days after such use or adoption, Agent, for its benefit, shall obtain a perfected security interest in such mark pursuant to this IP Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or omit to do any act whereby any Trademark may become invalidated, abandoned, canceled, unenforceable, and/or weakened. Notwithstanding the foregoing, provided that Grantor is not in default of the Forbearance Agreement, Grantor may abandon any Trademark provided that thirty (30) days prior written notice of (i) any action to abandon such Trademark; or (ii) failure to preserve such Trademark, is provided to Agent.

(b) Grantor will not do any act, or omit to do any act, whereby any Patent may become abandoned and will timely pay all maintenance and annuity fees due in connection with each Patent and will timely and properly prosecute any and all Patent applications.

(c) Grantor will not do or permit any act or omit to do any act whereby any Copyright or Copyright License may lapse or become invalid, canceled, unenforceable, or placed in the public domain except upon expiration at the end of an unrenovable term of a registration thereof.

(d) Grantor will promptly notify Agent if Grantor knows, or has reason to know, that any application relating to any Patent or any Copyright may become abandoned or dedicated, or of any adverse determination or material development regarding Grantor's Trademarks, Patents and Copyrights (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court, tribunal, agency, office, administrative body, and/or other governing authority in any country, as the case may be) regarding Grantor's ownership of any Patent, Copyright or Trademark or its right to patent or register the same or to keep and maintain the same.

(e) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent, Copyright or for the registration of any

Trademark with the United States Patent and Trademark Office or United States Copyright Office, as the case may be, or any similar office or agency in any other country or any political subdivision thereof, Grantor shall: (i) promptly record Agent's security interest with any and all such offices and/or agencies; and (ii) report such filing and recording to Agent within five business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Agent, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Agent may request to evidence Agent's security interest in any newly filed Patent, Copyright or Trademark (or the application related thereto) and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(f) Grantor will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or issuance) and to maintain each Patent, each Copyright and each registration of Trademarks, including, without limitation, payment of all maintenance and annuity fees, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate.

(g) In the event Grantor knows or has reason to know that any Patent, Copyright or Trademark included in the Collateral is being and/or may be infringed, misappropriated, or diluted by a third party, Grantor shall promptly notify Agent after it learns thereof and shall promptly sue for infringement, misappropriation or dilution, or take other actions as Grantor shall deem appropriate under the circumstances to protect such Patent, Copyright or Trademark.

6. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement. Upon any such termination, Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Agent to evidence such termination.

7. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent under the Holdings Pledge. The rights and remedies of Grantor and Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Loan Agreement, the provisions of this Agreement shall govern.

Signatures Appear on Next Page

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

FOCUS DIRECT, LLC

By Robert Janes
Name: Robert Janes
Title: Vice President

Address and Facsimile Number:

c/o Stephens Group, Inc.
111 Center Street – 25th Floor
Little Rock, Arkansas 72201
Attention: Jackson Farrow, Jr.
Facsimile No.: (501) 377-8027/3453

With a copy to: John Rodewald
Executive Vice President
Direct Marketing International LLC
425 North Iris Street
Mt. Pleasant, IA 52641-0799
Facsimile No. (319) 385-2825

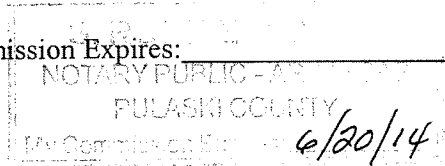
ACKNOWLEDGMENT

STATE OF ARKANSAS :
 : SS
COUNTY OF PULASKI :

Before me, the undersigned, a Notary Public, on this 28 day of July, 2005, personally appeared Robert James to me known personally, who, being by me duly sworn, did say that he is the Vice President of **FOCUS DIRECT, LLC** and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **FOCUS DIRECT, LLC** by authority of its members, and the said Robert James acknowledged said instrument to be his/her free act and deed.

S. Ronnie Heddon
Notary Public

My Commission Expires: _____



SCHEDULE A – FOCUS DIRECT, LLC

COPYRIGHT COLLATERAL

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I. Registered Copyrights

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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II. Pending Copyright Applications

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
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III. Unregistered Copyrights

<u>Copyright Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Original Author/Owner</u>	<u>Date and Recordation Number of Assignment to Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
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IV. Copyright Licenses

<u>Copyright</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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V. Domain Names

"focusdirect.com" and "edatatrack.com"

SCHEDULE B

PATENT COLLATERAL – FOCUS DIRECT LLC

I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
5,894,986	U.S.	4/20/1999	Mailing Envelope Incorporating Decorative Transparency

II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
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III. Patent Licenses

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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SCHEDULE C

TRADEMARK COLLATERAL – FOCUS DIRECT, LLC

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number/Serial Number</u>
FOCUS DIRECT	U.S.	2,6116,890
ULTRASOURCE	U.S.	2,576,728
FOCUS DIRECT	U.S.	2,441,927
PIZZA CHECK	U.S.	2,195,497
FOCUS DIRECT	U.S.	2,123,152
FOCUS DIRECT	CANADIAN	1004287

II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
EDATATRAC K & DESIGN		U.S.	76/006,804	3/22/2000	
GIVING INSTITUTE		U.S.	75/887,713	1/5/2000	

III. Trademark Licenses

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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