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## TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Howe Marketing Group		11/04/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Young America Corporation		
Street Address:	717 Faxon Road		
City:	Young America		
State/Country:	MINNESOTA		
Postal Code:	55387		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2664467	RAPID REBATES	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(612) 492-8853		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Paul Mussell		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	66072		
NAME OF SUBMITTER:	Paul Mussell		
Signature:	/paul mussell/		
Date:	11/29/2005		

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Total Attachments: 1

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**TRADEMARK ASSIGNMENT**

WHEREAS, Howe Marketing Group ("Howe"), a corporation organized under the laws of California, has adopted and used the RAPID REBATES trademark (the "Mark"), which is the subject of U.S. Trademark Registration No. 2,664,467 (the "U.S. Registration"); and

WHEREAS, Young America Corporation ("YA"), a Minnesota corporation, and F&P, Inc. ("F&P"), a California corporation doing business as Howe Promotions, have executed that certain Business Acquisition Agreement dated November 1, 2004 (the "Acquisition Agreement"); and

WHEREAS, pursuant to the terms of the Acquisition Agreement, Howe desires to assign and YA desires to receive all of Howe's right, title and interest in and to the Mark, together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Acquisition Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Howe hereby sells, transfers, assigns and sets over unto YA its successors and assigns, all of Howe's entire right, title and interest in and to the Mark, together with the goodwill associated therewith and symbolized by the Mark, all common law rights related thereto, all rights of registration, renewal and extension, and the right to recover for damages and profits for past infringements thereof.

Howe agrees to execute and deliver at the request of YA all papers, instruments, and assignments, and to perform any other reasonable acts YA may request in order to vest all of Howe's right, title, and interest in and to the Mark in YA and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by YA, to the extent such evidence is in the possession or control of Howe.

Executed as of November 4, 2005.

HOWE MARKETING GROUP

By: [Signature]

Name: Noam Howe

Its: CEO