



01-30-2006

1-2606



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

US Bank National Association PO BOX 3487 OSHKOSH WI 54903-3487

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other RELEASE OF SECURITY AGREEMENT

Execution Date: 01/19/06

2. Name and address of receiving party(ies)

Name: OMNIUM WORLDWIDE, INC. Internal Address: 7171 MERCY RD STE 500

Street Address: City: OMAHA State: NE Zip: 68106

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State NE 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1981099, 1979748, 2284476, 2209140, 2857681, 2876655 & 2898970

Additional number(s) attached Yes No

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

Name: PATTI SCHUMACHER Internal Address: US BANK NATIONAL ASSOCIATION PO BOX 2487

Street Address: City: OSHKOSH State: WI Zip: 54903-3487

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

PHYLLIS FRYMAN, ASST COMMERCIAL OFFICER Name of Person Signing

Phyllis A Fryman Signature

JANUARY 19, 2006 Date

Total number of pages including cover sheet, attachments, and document: 23

01/27/2006 DBYRNE 00000079 1981099 01 FC:8521 02 FC:8522 40.00 OP 150.00 OP

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

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

12/22/2004  
 900017098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Omnium Worldwide, Inc.		12/19/2003	CORPORATION: NEBRASKA

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1981099	ADVANTAGE RECEIVABLE SOLUTIONS
Registration Number:	1979748	A ADVANTAGE RECEIVABLE SOLUTIONS
Registration Number:	2284478	ACCENT
Registration Number:	2209140	OMNIUM WORLDWIDE, INC.
Registration Number:	2857681	OMNIUM
Registration Number:	2876655	DECEASED CARE
Registration Number:	2898970	ONE SOURCE

## CORRESPONDENCE DATA

Fax Number: (314)552-7000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 314-552-6000  
 Email: ipdocket@thompsoncoburn.com  
 Correspondent Name: Clyde L. Smith  
 Address Line 1: One US Bank Plaza

CH \$190.00 1981099

Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER:

Clyde L. Smith

Signature:

c/l/s

Date:

12/22/2004

## Total Attachments: 17

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## RELEASE OF SECURITY AGREEMENT

THIS RELEASE dated as of **January 19, 2006** (this "Release") is made by U.S. Bank National Association, a National Association, acting in its capacity as secured party (in such capacity, the "Secured Party") under that certain Security Agreement, dated as of **December 19, 2003** and recorded in the records of the United States Patent and Trademark Office (as amended, supplemented or modified and in effect from time to time, the "Security Agreement"), among **Omnium Worldwide, Inc.**, (the "Debtor") and the Secured Party;

### W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement which was recorded in the records of the United States Patent and Trademark Office, the Debtor granted to the Secured Party a continuing security interest in all of the Debtor's United States Intellectual Property Collateral including those set forth on the attached schedules;

WHEREAS, the Secured Party wishes to: (i) terminate the Security Agreement against the Intellectual Property Collateral including those identified in the attached schedules hereto, recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Intellectual Property Collateral including those listed in the attached schedules; (iii) restore all right, title and interest in and to the Intellectual Property Collateral including those listed the attached schedules, to Debtor; and (iv) to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral including those listed in the attached schedules.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in the Intellectual Property Collateral including those set forth on the attached schedules hereto, and discharges, quit claims and relinquishes unto **Omnium Worldwide, Inc.**, (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and the security interest granted to Secured Party in the Intellectual Property Collateral including those listed in the attached schedules.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

U.S. Bank National Association

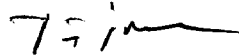


Phyllis A. Fryman, Assistant Commercial Officer

STATE OF WISCONSIN )SS.  
COUNTY OF WINNEBAGO )

On this January 19, 2006, before me appeared Phyllis A. Fryman to me personally known, who being by me duly sworn did say that he/she is Assistant Commercial Officer of U.S. Bank National Association, a national banking association, and that said instrument was signed and sealed in behalf of said association, by authority of its Board of Directors: and said title acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.



Timothy F Demers, Notary Public  
My term expires: 05/06/07

Customer: #0000557023 Cost Center: #2538780

PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 14<sup>th</sup> day of December, 2003 by OMNIUM WORLDWIDE, INC., a Nebraska corporation ("Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION ("Lender").

WITNESSETH:

WHEREAS, Grantor's parent, LCF Holdings, Inc. ("Borrower") and Lender are herewith entering into that certain Loan Agreement dated as of the date hereof (as the same may from time to time be amended, modified, extended, renewed or restated, the "Loan Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to Lender entering into the Loan Agreement, Lender has required that Grantor, among other things, execute and deliver its guaranty to Lender of all of Borrower's Obligations (the "Guaranty") and execute and deliver this Agreement to Lender to secure such Guaranty; and

WHEREAS, in order to induce Lender to enter into the Loan Agreement, Grantor has agreed to execute and deliver, among other documents, its Guaranty and this Agreement to Lender; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by Grantor in favor of Lender pursuant to which Grantor has granted to Lender a security interest in and lien on, among other things, all accounts, inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by Grantor and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby covenants and agrees with Lender as follows:

1. Grant of Security Interest. For value received, Grantor hereby grants Lender a security interest in and lien on all of Grantor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Grantor and any other Person, whether Grantor is licensor or licensee (all of the foregoing license agreements and Grantor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations, (ii) any and all of the present and future obligations of Grantor under the Guaranty, (iii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations and indemnity obligations) of Grantor under this Agreement, (iv) any and all other indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of Grantor to Lender of every kind and character, now existing or hereafter arising, absolute or contingent, joint or several or joint and several, otherwise secured or unsecured, due or not due, direct or indirect, expressed or implied in law, contractual or tortious, liquidated or unliquidated, at law or in equity, or otherwise, and whether heretofore, now or hereafter incurred or given by Grantor as principal, surety, endorser, guarantor or otherwise, and whether created directly or acquired by Lender by assignment or otherwise and (v) any and all costs of collection, legal expenses and attorneys' fees and expenses incurred by Lender upon the occurrence of any default or event of default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral hereunder or in representing Lender in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

2. Representations, Warranties and Covenants of Grantor. Grantor hereby represents and warrants to Lender, and covenants and agrees with Lender, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of Grantor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Grantor not to sue third persons;

(e) Grantor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;

(g) Grantor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks and/or Licenses during the term of this Agreement; and

(h) Grantor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks and/or Licenses.

3. Inspection Rights: Product Quality. Grantor will permit inspection of Grantor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks and/or Licenses and inspection of the products and records relating thereto by Lender during normal business hours and at other reasonable times. Grantor will reimburse Lender upon demand for all costs and expenses incurred by Lender in connection with any such inspection conducted by Lender while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of Grantor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Grantor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide Lender, upon Lender's reasonable request from time to time, with a certificate of any officer of Grantor certifying Grantor's compliance with the forgoing.

4. Further Assurances. Grantor hereby agrees that, until (a) all of the Secured Obligations shall have been paid in full, (b) no Letters of Credit shall remain outstanding, (c) Lender has no further commitment or obligation to make any loans or advances or other extensions of credit to Grantor under the Loan Agreement or otherwise and (d) the Loan Agreement has expired or been terminated in accordance with its terms, it will not, without the prior written consent of Lender, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Grantor's



obligations under this Agreement or the Loan Agreement and Grantor 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 Lender under this Agreement. Grantor further agrees that at any time and from time to time, at the expense of Grantor, Grantor will promptly execute and deliver to Lender any and all further instruments and documents and take any and all further action that Lender may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable Lender to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Grantor (a) becomes aware of any existing Patents, Trademarks or Licenses of which Grantor has not previously informed Lender, (b) obtains rights to any new patentable inventions, Patents, Trademarks and/or Licenses or (c) becomes entitled to the benefit of any Patents, Trademarks and/or Licenses which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and Grantor shall give Lender prompt written notice thereof.

6. Modification by Lender. Grantor authorizes Lender to modify this Agreement by amending Schedules A, B, C, D and/or E to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Grantor if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default under the Loan Agreement has occurred and is continuing, Grantor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold by Grantor, for Grantor's own benefit and account and for none other.

8. Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Patents, Trademarks and/or Licenses may be located and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Grantor associated therewith) and/or Licenses, or any interest which Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order and manner as Lender may elect. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to Grantor at least five (5) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and/or Licenses sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released. Grantor agrees that upon the occurrence and continuance of any Event of Default, the use by Lender of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from Lender to Grantor. If an Event of Default shall occur and be continuing, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name

(for the benefit of itself) to enforce any and all of the Patents, Trademarks and Licenses, and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and the Grantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Agreement. All of Lender's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (a) Borrower or Grantor shall pay all of the Secured Obligations in full, (b) no Letters of Credit shall remain outstanding, (c) Lender shall have no further commitment or obligation to make any loans or advances or other extensions of credit to Borrower under the Loan Agreement or otherwise and (d) the Loan Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and Lender shall execute and deliver to Grantor all instruments as may be necessary or proper to extinguish Lender's security interest therein, subject to any disposition thereof which may have been made by Lender pursuant to this Agreement.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Grantor on demand by Lender and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Three and One Fourth Percent (3.25%) over and above the Prime Rate (which interest rate shall fluctuate as and when the Prime Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Grantor.

11. Preservation of Patents, Trademarks and Licenses. Grantor shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (c) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Grantor's obligations under this Section 11 shall be borne by Grantor.

12. Lender Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Grantor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for Lender to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege under this

Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement 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 Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Grantor and Lender, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Grantor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, Grantor and Lender have executed this Patent, Trademark and License Security Agreement as of the 14<sup>th</sup> day of December, 2003.

OMNIUM WORLDWIDE, INC. ("Grantor")

By: William J. Baupand  
Title: Chief Financial Officer

U.S. BANK BANK NATIONAL ASSOCIATION  
(Lender")


By: Sue K. Wisniewski  
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF Douglas )

On this <sup>22nd</sup> day of December, 2003, before me personally appeared William L. Baird, to me personally known, who, being by me duly sworn, did say that he is the CEO of OMNIUM WORLDWIDE, INC., a Nebraska corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said William L. Baird acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)   
My Commission Expires: \_\_\_\_\_

Luanne Zolczynski  
Notary Public

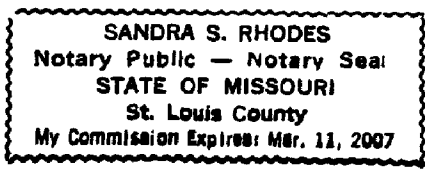
STATE OF MISSOURI )  
 ) SS.  
City OF ST. LOUIS )

On this day of December, 2003, before me appeared Juli Wisniewski, to me personally known, who, being by me duly sworn, did say that she is a Vice President of U.S. Bank National Association, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said Vice Pres. acknowledged said instrument to be the free act and deed of said association.

City IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the \_\_\_\_\_ and State aforesaid, the day and year first above written.

(Seal) Sandra S. Rhodes  
Notary Public

My Commission Expires: 3/11/07



SCHEDULE A

United States Patents

Patent No.

Date Issued

Description

None

SCHEDULE B

United States Patent Applications

Application or Serial No.

Patents in Process

None

SCHEDULE C

United States Trademarks

<u>Trademark No.</u>	<u>Date Issued</u>	<u>Description</u>
1,981,099	07/07/95	Advantage Receivable Solutions
1,979,748	07/07/95	Advantage Receivable Solutions Stylized
2,284,476	08/14/97	Accent Stylized
2,209,140	01/15/98	Omnium Worldwide, Inc.
	09/15/95	Accent Insurance Recovery Solutions
<u>76/532114*</u>	07/14/03	Omnium
Pending	Pending	Omnium Stylized
76/532113*	07/14/03	Deceased Care
76/532128*	07/14/03	One Source

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\* Serial Number



SCHEDULE D

United States Trademark Applications

Application No.

Date Filed

Mark

**SCHEDULE E**

**Licenses**

<b><u>State</u></b>	<b><u>Name</u></b>	<b><u>Type</u></b>	<b><u>License Registration</u></b>
Alaska	Omnium Worldwide, Inc.	Col Agency	Applied For
	Omnium Worldwide, Inc.	Business	Applied For
	Receivable Collection Operations	Col Agency	301
	Receivable Collection Operations	Business	286417
	Omnium Communications Receivable Services	Col Agency	300
	Omnium Communications Receivable Services	Business	286418
	Accent Insurance Recovery Solutions	Col Agency	183
	Accent Insurance Recovery Solutions	Business	253988
Arizona	Receivable Collection Operations	Col Agency	CA-0008987
	Receivable Collection Operations – Tucson, AZ	Col Agency	CABR-0103764
	Healthcare Receivable Operations	Col Agency	CA-0904589
	Omnium Communications Receivable Services	Col Agency	CA-0018270
	Omnium Financial Receivable Services	Col Agency	CA-0904590
	Omnium Government Receivable Services	Col Agency	CA-0904453
	Omnium Healthcare Receivable Services	Col Agency	CA-0904591
	Accent Insurance Recovery Solutions	Col Agency	CA-0018269
Arkansas	Receivable Collection Operations – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	1116
	Receivable Collection Operations – Norfolk, NE	Col Agency	2066
	Receivable Collection Operations – Tucson, AZ	Col Agency	1188
	Healthcare Receivable Operations – Des Moines, IA	Col Agency	1117
	Omnium Communications Receivable Services – Bellevue, NE	Col Agency	1189
	Omnium Financial Receivable Services – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	2308
	Omnium Government Receivable Services	Col Agency	2311
	Omnium Healthcare Receivable Services	Col Agency	2273
	Accent Insurance Recovery Solutions – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	1191
	Accent Insurance Recovery Solutions – Shenandoah, IA	Col Agency	2266
	Accent Insurance Recovery Solutions – Jackson, MN	Col Agency	2254
Accent Insurance Recovery Solutions – Tinley, Park, IL	Col Agency	2256	
Colorado	Omnium Worldwide, Inc.	Col Agency	101668

<u>State</u>	<u>Name</u>	<u>Type</u>	<u>License Registration</u>
Connecticut	Receivable Collection Operations – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	2678
	Receivable Collection Operations – Norfolk, NE	Col Agency	10136
	Receivable Collection Operations – Tucson, AZ	Col Agency	7220
	Healthcare Receivable Operations – Des Moines, IA	Col Agency	Applied For
	Omnium Communications Receivable Services – Bellevue, NE	Col Agency	3272
	Accent Insurance Recovery Solutions – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	2676
	Accent Insurance Recovery Solutions – Shenandoah, IA	Col Agency	10334
	Accent Insurance Recovery Solutions – Jackson, MN	Col Agency	10336
	Accent Insurance Recovery Solutions – Tinley Park, IL	Col Agency	10335
Delaware	Omnium Worldwide, Inc.	Col Agency	1996102272
Florida	Omnium Worldwide, Inc. – Commercial	Col Agency	263281
	Omnium Worldwide, Inc. – Consumer	Col Agency	263680
Hawaii	Receivable Collection Operations	Exemption Certificate	COLAX-8
	Omnium Communications Receivable Services	Exemption Certificate	COLAX-9
	Accent Insurance Recovery Solutions	Exemption Certificate	COLAX-7
Idaho	Omnium Worldwide, Inc.	Col Agency	CFP-3572
Illinois	Receivable Collection Operations – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	017-020360
	Receivable Collection Operations – Norfolk, NE	Col Agency	009-000582
	Receivable Collection Operations – Tucson, AZ	Col Agency	009-000575
	Healthcare Receivable Operations – Des Moines, IA	Col Agency	Applied For
	Omnium Communications Receivable Services – Bellevue, NE	Col Agency	017-020423
	Omnium Worldwide, Inc. – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	Applied For
	Accent Insurance Recovery Solutions – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	017-020424
	Accent Insurance Recovery Solutions – Shenandoah, IA	Col Agency	009-000836
	Accent Insurance Recovery Solutions – Jackson, MN	Col Agency	009-000839
	Accent Insurance Recovery Solutions – Tinley Park, IL	Col Agency	009-000642

<u>State</u>	<u>Name</u>	<u>Type</u>	<u>License Registration</u>
Indiana	Omnium Worldwide, Inc.	Col Agency	003033
Iowa	Omnium Worldwide, Inc.	File No.	20009296
Maine	Receivable Collection Operations – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	DCL3482
	Receivable Collection Operations – Norfolk, N	Col Agency	DCB5331
	Receivable Collection Operations – Tucson, AZ	Col Agency	DCB3908
	Omnium Communications Receivable Services – Bellevue, NE	Col Agency	DCL3484
	Accent Insurance Recovery Solutions – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	DCL3483
Maryland	Receivable Collection Operations – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	04-2283
	Receivable Collection Operations – Norfolk, NE	Col Agency	04-3190
	Receivable Collection Operations – Tucson, AZ	Col Agency	04-2427
	Omnium Communications Receivable Services – Bellevue, NE	Col Agency	04-2037
	Accent Insurance Recovery Solutions – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	04-2015
Massachusetts	Receivable Collection Operations	Col Agency	CA0526
Michigan	Receivable Collection Operations – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	2401001036
	Receivable Collection Operations – Tucson, AZ	Col Agency	2401001812
	Omnium Communications Receivable Services – Bellevue, NE	Col Agency	2401001376
Minnesota	Receivable Collection Operations – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	CA-8002327
	Receivable Collection Operations – Norfolk, NE	Col Agency	CA-20116748
	Receivable Collection Operations – Tucson, AZ	Col Agency	CA-20146185
	Healthcare Receivable Operations – Des Moines, IA	Col Agency	CA-20116714
	Omnium Communications Receivable Services – Bellevue, NE	Col Agency	CA-20130485
	Omnium Financial Receivable Services, Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	CA-20309374
	Omnium Government Receivable Services	Col Agency	CA-20309373
	Omnium Healthcare Receivable Services	Col Agency	CA-20296349
	Accent Insurance Recovery Solutions – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	CA-20060389
	Accent Insurance Recovery Solutions – Shenandoah, IA	Col Agency	CA-20287729

<u>State</u>	<u>Name</u>	<u>Type</u>	<u>License Registration</u>
	Accent Insurance Recovery Solutions – Jackson, MN	Col Agency	CA-20087785
	Accent Insurance Recovery Solutions – Tinley Park, IL	Col Agency	CA-20285868
Nebraska	Omnium Worldwide, Inc.	Col Agency	110
Nevada	Receivable Collection Operations – State License	Col Agency	CA04054
	Receivable Collection Operations – Clark County License	Business	1000027-235
	Omnium Worldwide, Inc. – State License	Business	010-797667072
New Jersey	Omnium Worldwide, Inc.	Col Agency	1486
New Mexico	Omnium Worldwide, Inc.	Col Agency	246
Buffalo, NY	Receivable Collections Operations	Col Agency	166461
	Omnium Communications Receivable Services	Col Agency	168519
	Accent Insurance Recovery Solutions	Col Agency	168514
NYC	Receivable Collections Operations	Col Agency	0921620
	Omnium Communications Receivable Services	Col Agency	1073582
	Accent Insurance Recovery Solutions	Col Agency	1073588
North Carolina	Receivable Collection Operations – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	3274
	Receivable Collection Operations – Norfolk, NE	Col Agency	3368
	Receivable Collection Operations – Tucson, AZ	Col Agency	3438
	Omnium Communications Receivable Services – Bellevue, NE	Col Agency	3273
	Accent Insurance Recovery Solutions – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	2078
North Dakota	Omnium Worldwide, Inc.	Exempted	
Oregon	Omnium Worldwide, Inc.	Col Agency	CA48283
Tennessee	Receivable Collection Operations – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	0005
	Receivable Collection Operations – Tucson, AZ	Col Agency	0236
	Omnium Communications Receivables Services – Bellevue, NE	Col Agency	0288
	Omnium Worldwide, Inc. – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	Applied For
	Accent Insurance Recovery Solutions, Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	0006
Texas	Omnium Worldwide, Inc.	Bonded	N/A

<u>State</u>	<u>Name</u>	<u>Type</u>	<u>License Registration</u>
Utah	Receivable Collection Operations	Col Agency	5000865-0131
	Omnium Communications Receivable Services	Col Agency	5000891-0131
	Accent Insurance Recovery Solutions	Col Agency	2281887-0131
Virginia	AIRS – Chesterfield County	Business	1051876
Washington	Master License	Col Agency	601643014-001
	Omnium Worldwide, Inc. – Edmonds, WA	Col Agency	601643014-001-0001
	Omnium Worldwide, Inc. – Omaha, NE, 72 <sup>nd</sup> St.	Col Agency	601643014-001-0002
	Omnium Worldwide, Inc. – Tucson, AZ	Col Agency	601643014-001-0006
	Omnium Worldwide, Inc. – Norfolk, NE	Col Agency	601643014-001-0008
	Omnium Worldwide, Inc. – Bellevue, NE	Col Agency	601643014-001-0004
	Omnium Worldwide, Inc. – Fairchild AFB, WA	Col Agency	601643014-001-0007
	Omnium Worldwide, Inc. – Des Moines, IA	Col Agency	601643014-001-0010
	Omnium Worldwide, Inc. – Shenandoah, IA	Col Agency	601643014-001-0011
	Omnium worldwide, Inc. – Jackson, MN	Col Agency	601643014-001-0012
	Omnium Worldwide, Inc. – Tinley Park, IL	Col Agency	601643014-001-0013
West Virginia	Omnium Worldwide, Inc.	Bonded	N/A
Wisconsin	Receivable Collection Operations	Col Agency	261
	Healthcare Receivable Operations	Col Agency	452
	Omnium Communications Receivable Services	Col Agency	276
	Accent Insurance Recovery Solutions	Col Agency	362
Wyoming	Omnium Worldwide, Inc.	Col Agency	034