

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
Tomsten, Inc.		09/08/2006	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Associated Commercial Finance, Inc.		
Street Address:	Suite 350, 401 E. Kilbourn Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78445043	MEMORY SAVERS CLUB	
Serial Number:	78158423	ARCHIVER'S THE PHOTO MEMORY STORE	
Serial Number:	75734152	ARCHIVER'S	
CORRESPONDENCE DATA			
Fax Number:	(612)607-7100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-607-7553		
Email:	cclassen@oppenheimer.com		
Correspondent Name:	Cheryl Classen		
Address Line 1:	Suite 3300, 45 South Seventh St.		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	23286/11 CC14		
NAME OF SUBMITTER:	Cheryl Classen		
Signature:	/Cheryl Classen/		

CH \$90.00 78445043

Date:

09/18/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of September 8, 2006, is made by and between Tomsten, Inc., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Associated Commercial Finance, Inc. (the "Secured Party") and having a business location at the address set forth below next to its signature.

Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not effect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Credit Agreement. The Debtor agrees and acknowledges that the Trademarks are "Collateral" as defined in the Credit Agreement and hereby that all rights and remedies granted to the Lender shall be apply to the Trademarks. Any default under the Credit Agreement shall be deemed a default hereunder and shall entitled the Lender to pursue and all remedies with respect to the Trademarks available to the Lender under the Credit Agreement.

4. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties or to realize on the Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

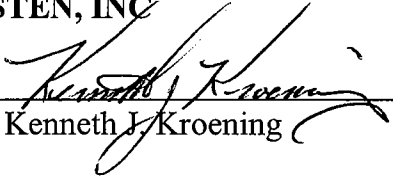
THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed Trademark Security Agreement as of the date written above.

Tomsten, Inc.
5900 Clearwater Drive, Suite 500

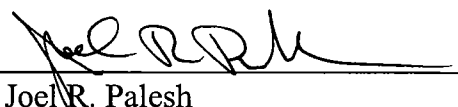
Minnetonka, MN 55343
Telecopier: (952) 829-8862
Attention: Ken Kroening
e-mail: kkroening@archiversonline.com

TOMSTEN, INC

By: 
Kenneth J. Kroening
Its Chief Financial Officer


Associated Commercial Finance, Inc
401 E. Kilbourn Ave., Suite 350
Milwaukee, WI 53202
Telecopier: (262) 797-7170
Attention: Barbara D. Strank
e-mail: Barbara.Strank@Associatedbank.com

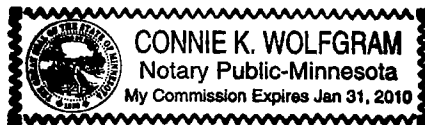
ASSOCIATED COMMERCIAL FINANCE, INC.

By: 
Joel R. Palesh
Its: Executive Vice President

STATE OF MINNESOTA)
)
COUNTY OF HENNINGEN)

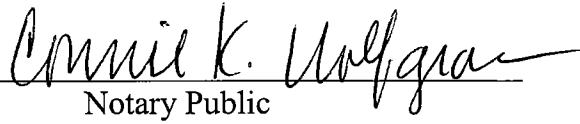
The foregoing instrument was acknowledged before me this 8th day of September, 2006 by Kenneth J. Kroening, the Chief Financial Officer of Tomsten, Inc., a Minnesota corporation, on behalf of the corporation.


Notary Public



STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 8th day of September, 2006, by Joel R. Palesh, Executive Vice President of Associated Commercial Finance, Inc., on behalf of the national association.


Notary Public

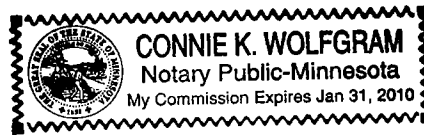


EXHIBIT A

Trademark Registrations	Application Number	Filing Date	Registration Number	Registration Date
MEMORY SAVERS CLUB	78/445,043	7/1/2004	3,104,981	6/13/2006
ARCHIVER'S THE PHOTO MEMORY STORE (and Design)	78/158,423	8/27/2002	2,732,273	7/1/2003
ARCHIVER'S	75/734,152	6/22/1999	2,413,711	12/19/2000