

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Special Situations Investing Group, Inc.		12/19/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Gelco Information Network, Inc.
Street Address:	10700 Prairie Lakes Drive
City:	Eden Prairie
State/Country:	MINNESOTA
Postal Code:	55344-3886
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	71678933	TRAVELETTER
Serial Number:	71678934	TRAVELORDER
Serial Number:	73420017	RAPIDPAY
Serial Number:	73743976	RAPIDRAFT
Serial Number:	74334712	TRAVELETTER DIRECT
Serial Number:	74335250	BRANCHPAY
Serial Number:	74444467	TIPS
Serial Number:	75001159	GELCO TRAVEL MANAGER
Serial Number:	75179047	EXPENSELINK
Serial Number:	75931404	EXPENSELINK/DIRECT
Serial Number:	75931559	EXPENSELINK

CORRESPONDENCE DATA

Fax Number: (612)766-1623

900065640

TRADEMARK
REEL: 003452 FRAME: 0099

OP \$290.00 71678933

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612-766-7000
Email: trademarkmpls@faegre.com
Correspondent Name: Faegre & Benson LLP
Address Line 1: 90 South Seventh Street
Address Line 2: 2200 Wells Fargo Center
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	346213
NAME OF SUBMITTER:	Kerry R. Thompson - Paralegal
Signature:	/Kerry R. Thompson/
Date:	12/28/2006

Total Attachments: 9

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SPECIAL SITUATIONS INVESTING GROUP, INC.
600 E. Las Colinas Boulevard, Suite 400
Irving, Texas 75039

December 19, 2006

Gelco Information Network, Inc.
10700 Prairie Lakes Drive
Eden Prairie, Minnesota 55344-3886
Attn: Tom Goodmanson

Re: Credit and Guaranty Agreement (as amended from time to time, the "Credit Agreement"), dated as of June 30, 2004, by and among Gelco Information Network, Inc., a Minnesota corporation (the "Company"), H-G Intermediate Holdings, Inc., a Delaware corporation ("IHC"), H-G Holdings, Inc., a Delaware corporation ("Holdings"), certain subsidiaries of Holdings (together with Holdings and IHC, each a "Guarantor" and collectively, the "Guarantors"), the lenders party thereto (the "Lenders"), and Special Situations Investing Group, Inc., a Delaware corporation ("SSIG"), in its capacity as Syndication Agent, Collateral Agent, and Administrative Agent (the "Agents")

Ladies & Gentlemen:

Capitalized terms used but not otherwise defined herein shall have the meanings given thereto in the Credit Agreement or, if not defined therein, in the Pledge and Security Agreement (as defined in the Credit Agreement).

The Administrative Agent understands that on the Payoff Effective Time (as hereinafter defined), the Company expects to obtain refinancing from M&I Marshall & Ilsley Bank (the "New Lender") for the purpose of, among other things, repaying in full all Obligations of the Company and the other Credit Parties to the Lenders and Agents under or in respect of the Credit Agreement.

The Administrative Agent hereby notifies the Company that the total amounts necessary to pay the outstanding Obligations in full are as follows:

Obligations:

- | | | |
|-------|---|-----------------|
| (i) | Aggregate outstanding principal
balance of the Loans as of
December 19, 2006..... | \$18,204,666.68 |
| (ii) | Accrued but unpaid interest on
the Loans as of December 19, 2006..... | \$413,443.19 |
| (iii) | Prepayment premium on the Loans as of | |

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December 19, 2006.....	\$242,046.69
(iv) Legal Fees and Other Expenses	\$39,737.76
(v) Total pay-off amount as of December 19, 2006 of all Obligations (sum of (i)-(iv) above)	\$18,899,894.32
(vi) Per-Diem Interest	\$9,484.13
(if payment is received after 2:00 p.m., Dallas Texas time, on December 19, 2006)	

If the total payoff amount specified in clause (v) above is not received by the Administrative Agent at its account specified below on or before 2:00 p.m. (Dallas, Texas time) on December 19, 2006, then the per-diem interest amount shown above in clause (vi) must be added to the total payoff amount specified in clause (v) above, as additional interest on the outstanding principal balance of the outstanding Loans, to pay in full the Obligations (the "Payoff Amount").

Upon the Administrative Agent's receipt of (i) a federal funds wire transfer in the amount of the Payoff Amount less the amount set forth in clause (iv) above, (ii) a fully executed counterpart of this letter agreement (the "Agreement") signed by the Company and each other Credit Party and (iii) receipt by Patton Boggs LLP of the amount set forth in clause (iv) above (the time at which all of the conditions in the foregoing clauses (i), (ii) and (iii) shall first be satisfied is herein referred to as the "Payoff Effective Time"), the Administrative Agent agrees to deliver to the Company the following releases of Liens and other documentation, executed if appropriate by the Collateral Agent, releasing the Collateral Agent's and the Lenders' Liens on all of the Collateral under the Pledge and Security Agreement:

(1) UCC-3 termination statements as more fully described on Part A of Annex A attached hereto;

(2) Lien release documents for Liens granted to the Collateral Agent by the Company and the Credit Parties (as applicable) on their Intellectual Property as more fully described on Part B of Annex A attached hereto;

(3) mortgage releases as more fully described on Part C of Annex A attached hereto;

(4) stock certificates pledged under the Pledge and Security Agreement, as more fully described on Part D of Annex A attached hereto; and

(5) intercompany promissory notes pledged under the Pledge and Security Agreement, as more fully described on Part E of Annex A attached hereto.

Payment of the amounts set forth in clauses (i), (ii), (iii) and (vi) (if applicable) set forth above should be made to the Administrative Agent by wire transfer of immediately available funds directed as follows:

LaSalle Bank National Association
Chicago, Illinois
ABA Number: 071-000-505
Account Number: 710973.2
Account Name: LaSalle Trust/Goldman Sachs Specialty Lending CLO-1
REF: Chris Terry/Gelco Information Network, Inc.

Payment of the amount set forth in clause (iv) above should be made to Patton Boggs LLP by way of a wire transfer of immediately available funds directed as follows:

Citibank
1101 Pennsylvania Ave. NW
Washington, DC 20004
ABA# 254 070 116
Account # 1507 7195
Details: C/M# 023714.0112 (GSSLG/Gelco – Jeff Cole)

Upon the Payoff Effective Time, the Administrative Agent (on behalf of itself and the Lenders) hereby agrees and acknowledges that (i) subject to the last sentence of this paragraph, all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other Obligations of the Company or the other Credit Parties under or relating to the Credit Documents shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) all Liens granted to or held by the Collateral Agent for the benefit of the Lenders in any property as security for such indebtedness shall be forever and irrevocably satisfied, released and discharged, and (iii) the Credit Documents (including the rights of the Agents and the Lenders under any and all landlord agreements, bailee letters, control agreements and other cash management agreements) shall terminate and be of no further force or effect other than those provisions therein that specifically survive termination (and other than the Lenders' obligations under Section 10.17, which shall survive the Payoff Effective Time for a period of 120 days). Further, the Administrative Agent hereby automatically authorizes, without any further action, the preparation and filing by the Company, the other Credit Parties, or their counsel, or the New Lender or its counsel, of all UCC financing statements, including termination statements, in respect of all outstanding UCC financing statements and will execute and deliver to the Credit Parties (or as otherwise directed by the Credit Parties) any lien releases, mortgage releases, discharge of security interests (including without limitation, releases of security interests in real property and intellectual property each in proper form for filing in the appropriate filing offices), or other release documents (in recordable form if applicable) as are necessary to terminate and release the Liens under the Pledge and Security Agreement and the other Credit Documents or to evidence such termination and release. The Company and the other Credit Parties agree to pay the Administrative Agent for all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent in connection with the matters referred to in the previous sentence, and acknowledge that the Administrative Agent's execution of and/or delivery of any documents releasing any Lien or claim in any property of the Company and the other Credit Parties as set forth herein is made without recourse, representation, warranty or other assurance of any kind by the Administrative Agent or the Collateral Agent as to either Agent's rights in any Collateral for amounts owing under the Credit Documents, the condition or value of any Collateral, or any other

matter. The Company and the other Credit Parties hereby confirm that the commitments of the Lenders and Agents to make Loans under the Credit Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, none of the Lenders or Agents shall have any further obligation to make Loans to the Company. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the obligations and liabilities, contingent or otherwise, of the Company, the other Credit Parties and the Agents under or in respect of the Credit Documents insofar as such obligations and liabilities survive termination of the Credit Documents shall continue in full force and effect in accordance with their terms.

In addition, the Company and the other Credit Parties agree that, upon the Payoff Effective Time, the Company and such Credit Parties each release the Agents and Lenders and their respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which the Company or such Credit Parties ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Credit Documents (other than obligations and liabilities of the Administrative Agent under this letter and all claims, rights and causes of action in respect thereof).

At any time and from time to time, upon the request of the Credit Parties or the New Lender and at the expense of the Credit Parties, the Collateral Agent will promptly execute and deliver any and all further instruments and documents and take such further action as the Credit Parties may reasonably request to effectuate, evidence, or reflect of public record, the release of the Liens referred to herein.

This Agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

[Signature Pages Follow]

If you need additional information, please do not hesitate to contact us.

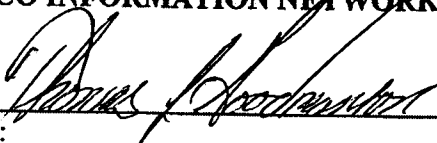
Very truly yours,

**SPECIAL SITUATIONS INVESTING
GROUP, INC., as Administrative Agent**

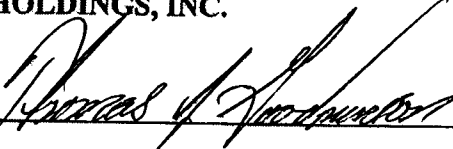
By: Kyle Volluz
Name: Kyle Volluz
Title: ~~Secretary~~ Attorney-in-Fact

ACCEPTED and AGREED as of December __, 2006:

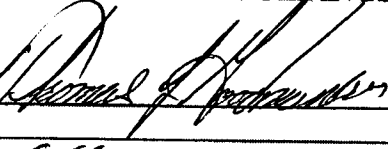
GELCO INFORMATION NETWORK, INC.

By: 
Name: _____
Title: CEO

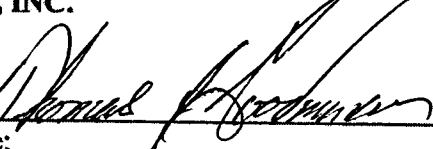
H-G HOLDINGS, INC.

By: 
Name: _____
Title: CEO

H-G INTERMEDIATE HOLDINGS, INC.

By: 
Name: _____
Title: CEO

**GELCO INFORMATION NETWORK
GSD, INC.**

By: 
Name: _____
Title: CEO

ANNEX A

LIST OF TERMINATIONS AND RELEASES

PART A - UCC TERMINATION STATEMENTS:

UCC Termination Statement in respect of each of the UCC Financing Statements:

Debtor Name	State	UCC Filing No.	Termination No.	Release No.
H-G HOLDINGS, INC.	DE	4149620 9	Secretary of State	5/28/2004
H-G HOLDINGS, INC.	DE	4177681 6	Secretary of State	6/25/2004
H-G INTERMEDIATE HOLDINGS, INC.	DE	4149619 1	Secretary of State	5/28/2004
H-G INTERMEDIATE HOLDINGS, INC.	DE	4177683 2	Secretary of State	6/25/2004
GELCO INFORMATION NETWORK, INC.	MN	200412002048	Secretary of State	5/28/2004
GELCO INFORMATION NETWORK, INC.	MN	200412324039	Secretary of State	6/25/2004

Pavoff Letter - Annex A

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GELCO INFORMATION NETWORK GSD, INC.			SECRETARY OF STATE	FILE NO.	DATE
GELCO INFORMATION NETWORK GSD, INC.			DE	4149618 3	5/28/2004
GELCO INFORMATION NETWORK GSD, INC.			DE	4177682 4	6/25/2004

PART B - INTELLECTUAL PROPERTY:

1. Release of security interests evidenced by Copyright Security Agreement, as filed with the United States Copyright Office on July 8, 2004, Volume 3512, Page 253.
2. Release of security interests evidenced by Trademark Security Agreement, as filed with the United States Trademark Office and recorded on July 9, 2004, File No. 102787853, Reel 003005, Frame 0237.

PART C - MORTGAGE RELEASES:

1. Release of Mortgage, Assignment of Leases and Rents and Fixture Filing, dated June 30, 2004, filed on July 6, 2004 in Hennepin County, Minnesota, File No. 3985756

PART D - STOCK CERTIFICATES:

1. Certificate No. 1 for 1,000 shares of common stock of H-G Intermediate Holdings, Inc., issued to H-G Holdings, Inc., dated June 30, 2004
2. Certificate No. 2 for 15,900 shares of common stock of Gelco Information Network, Inc., issued to H-G Intermediate Holdings, Inc., dated June 30, 2004

Proof Letter - Annex A

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3. Certificate No. 10 for 1,500 shares of common stock of Gelco Information Network GSD, Inc., issued to Gelco Information Network, Inc., dated June 30, 2004
4. Certificate No. C-12 for 196 shares of common stock of Gelco Payment Systems Canada, Inc., issued to Gelco Payment Systems, Inc., dated March 27, 1992

PART E – INTERCOMPANY PROMISSORY NOTES:

1. Promissory Note dated June 30, 2004, made by Gelco Information Network, Inc. in favor of Gelco Information Network GSD, Inc. in the principal amount of \$10,000,000
2. Promissory Note dated June 30, 2004, made by Gelco Information Network GSD, Inc. in favor of Gelco Information Network, Inc., in the principal amount of \$10,000,000
3. Promissory Note dated June 30, 2004, made by Gelco Information Network, Inc. in favor of Gelco Information Network Canada, Inc., in the principal amount of \$2,000,000

Pavoff Letter – Annex A

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