

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
Gelco Information Network, Inc.		12/21/2006	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	M&I Marshall & Isley Bank
Street Address:	651 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2128497	EXPENSELINK
Registration Number:	2486268	EXPENSELINK/DIRECT
Registration Number:	2157202	GELCO TRAVEL MANAGER
Registration Number:	1807941	BRANCHPAY
Registration Number:	1565002	RAPIDRAFT
Registration Number:	0628265	TRAVELORDER
Registration Number:	0651556	TRAVELETTER
Registration Number:	1354602	RAPIDPAY

CORRESPONDENCE DATA

Fax Number: (612)604-6800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (612) 604-6582
 Email: scrain@winthrop.com
 Correspondent Name: Sarah A. Crain
 Address Line 1: 225 South Sixth Street

OP \$215.00 2128497

Address Line 2: Suite 3500
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	8636-237
NAME OF SUBMITTER:	Sarah A. Crain
Signature:	/Sarah A. Crain/
Date:	02/20/2007

Total Attachments: 8
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COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of December 21, 2006, is made by and between GELCO INFORMATION NETWORK, INC., a Minnesota corporation whose address and principal place of business is 10700 Prairie Lakes Drive, Eden Prairie, Minnesota 55344 (the "Debtor"), and M&I MARSHALL & ILSLEY BANK, a Wisconsin state banking corporation whose address is 651 Nicollet Mall, Minneapolis, Minnesota 55402 (the "Secured Party").

Recitals

The Debtor and the Secured Party have entered into 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 make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Credit Agreement, 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 Credit Agreement 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:

"Copyrights" means All of Debtor's present and future United States registered copyrights and copyright registrations, including Debtor's United States registered copyrights and copyright registrations listed on Exhibit A hereto, all of Debtor's present and future United States applications for copyright registrations, and all of Debtor's present and future copyrights that are not registered in the Copyright Office including, without limitation, derivative works, and any and all royalties, payments, and other amounts payable to Debtor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint,

several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

“Trademarks” means all of the Debtor’s right, title and interest in and to all trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and servicemark applications, including without limitation the trademarks listed on Exhibit B hereto, all as presently existing or hereafter arising or acquired.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest in, with power of sale to the extent permitted by law (the “Security Interest”), the Copyright and the Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) *Existence; Authority*. The Debtor is a Minnesota corporation, having full corporate power and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary corporate action and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or the Debtor’s articles of incorporation or bylaws or any indenture or loan or credit agreement or other material agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor’s lawful, binding and legally enforceable obligation (except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors’ rights generally). The correct name of the Debtor is Gelco Information Network, Inc. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) *Copyrights*. Exhibit A accurately lists all registrations pertaining to Copyrights owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to the Copyrights as of the date hereof.

(c) *Trademarks*. Exhibit B accurately lists all registrations pertaining to Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to the Trademarks as of the date hereof.

(d) *Title*. The Debtor has absolute title to each Copyright listed on Exhibit A and each Trademark listed on Exhibit B, free and clear of all security interests, liens and encumbrances, except the Security Interest and other Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Copyrights or Trademarks hereafter arising, absolute title to each such Copyright or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest and other Permitted Liens, and (ii) will keep all Copyrights and Trademarks free and clear of all

security interests, liens and encumbrances except the Security Interest and other Permitted Liens.

(e) *No Sale.* The Debtor will not sell or otherwise dispose of the Copyrights or the Trademarks, or any interest therein, without the Secured Party's prior written consent, except as permitted by Section 7.6 of the Credit Agreement.

(f) *Defense.* The Debtor will at its own expense, and using its commercially reasonable efforts, protect and defend, to the extent reasonably advisable in its business, the Copyrights and the Trademarks against all claims or demands of all persons other than the Secured Party and the holders of Permitted Liens.

(g) *Maintenance.* The Debtor will at its own expense maintain the Copyrights and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not, except to the extent reasonably advisable in its business, abandon nor fail to pay any maintenance fee or annuity due and payable on any Copyright or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Credit Agreement, to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Copyrights or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(h) *Secured Party's Right to Take Action.* If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party has given the Debtor written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) *Costs and Expenses.* Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (g) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) *Power of Attorney.* To facilitate the Secured Party's taking action under subsection (g) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its

delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or necessary for the Secured Party, following the occurrence and during the continuance of an Event of Default, to enforce or use the Copyrights or the Trademarks or to grant or issue any exclusive or non-exclusive license under the Copyrights or the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Copyrights or the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

4. Debtor's Use of the Trademarks. The Debtor shall be permitted to control and manage the Copyrights and the Trademarks, including the right to exclude others from making, using or selling items covered by the Copyrights or the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured or unwaived.

5. Events of Default. For purposes of this Agreement, the term "Event of Default" shall mean the occurrence of an Event of Default, as defined in the Credit Agreement.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter during the continuance thereof, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Copyrights or the Trademarks.

(c) The Secured Party may enforce the Copyrights and the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. 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 party against whom such waiver, modification, amendment, termination, discharge or release is sought to be enforced. 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.

The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Copyrights or the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Copyrights or 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 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 Obligations.

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 this Copyright and Trademark Security Agreement as of the date written above.

M&I MARSHALL & ILSLEY BANK

GELCO INFORMATION NETWORK, INC.

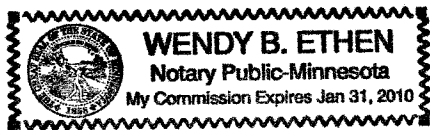
By: Fred Singer
Its: Vice President

By: Thomas J. Friedman
Its: CEO

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21st day of December, 2006, by Thomas J. Friedman, the CEO of Gelco Information Network, Inc., a Minnesota corporation, on behalf of the corporation.

Wendy B. Ethen
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21st day of December, 2006, by Todd Bengert, the ✓ of M&I Marshall & Ilsley Bank, a Wisconsin state banking corporation, on behalf of the corporation.



Notary Public

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3032178v2

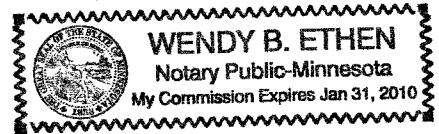


EXHIBIT A

UNITED STATES REGISTERED COPYRIGHTS

Copyright	Country	Registration No.	Registration Date
Scenario Planning Solution	U.S.	TXu-1-195-439	August 31, 2004
Trade Management: Solution	U.S.	TXu-1-197-680	August 31, 2004
Promotion Evaluation	U.S.	TXu-1-198-826	August 31, 2004
Scheduled Reports	U.S.	TXu-1-198-840	September 7, 2004
Branchpay, Rapidraft and Traveletter System ("BRATS")	U.S.	TXu-1-195-440	August 31, 2004
Gelco Payment System	U.S.	TXu-1-195-438	August 31, 2004
Gelco Billing System	U.S.	TXu-1-194-796	August 31, 2004
Gelco ExpenseLink Data Management	U.S.	TXu-1-196-356	August 31, 2004
Gelco Traveletter Direct	U.S.	TXu-1-195-441	August 31, 2004
Gelco ExpenseLink	U.S.	TXu-1-195-722	August 31, 2004
Gelco Notification Service	U.S.	TXu-1-194-793	August 31, 2004
Gelco Integration Manager	U.S.	TXu-1-205-110	September 16, 2004
Gelco Relocation Manager	U.S.	TXu-1-205-111	September 16, 2004
Gelco Reservation Manager	U.S.	TXu-1-198-649	September 16, 2004
Gelco Travel Manager	U.S.	TXu-1-185-984	September 20, 2004
Report Writer Driver Module	U.S.	TXu-1-195-442	August 31, 2004

EXHIBIT B

UNITED STATES REGISTERED TRADEMARKS

Serial #	Registration #	Mark
75179047	2128497	EXPENSELINK
75931404	2486268	EXPENSELINK/DIRECT
75001159	2157202	GELCO TRAVEL MANAGER
74335250	1807941	BRANCHPAY
73743976	1565002	RAPIDRAFT
71678934	0628265	TRAVELORDER
71678933	0651556	TRAVELETTER
73420017	1354602	RAPIDPAY