

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Promotions Unlimited Corporation		10/10/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	PUC Creditors Trust		
Street Address:	P.O. Box 1130		
City:	Libertyville		
State/Country:	ILLINOIS		
Postal Code:	60048		
Entity Type:	TRUST: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2408236	SEZAR	
CORRESPONDENCE DATA			
Fax Number:	(312)896-6289		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-443-1787		
Email:	sfifield@lordbissell.com		
Correspondent Name:	Sean C. Fifield		
Address Line 1:	111 S. Wacker Dr.		
Address Line 4:	Chicago, ILLINOIS 60606-4410		
NAME OF SUBMITTER:	Ingrid J. Scheckel		
Signature:	/Ingrid J. Scheckel/		
Date:	04/09/2007		

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Total Attachments: 8
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**TRUST AGREEMENT AND
ASSIGNMENT FOR THE BENEFIT OF CREDITORS OF
PROMOTIONS UNLIMITED CORPORATION**

THIS TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS is made and entered into as of this 10th day of October, 2006, by and between Promotions Unlimited Corporation, an Illinois Corporation, with its principal place of business at 7601 Durand Avenue, Racine, Wisconsin 53408 (hereinafter referred to as "PUC"), and Michael L. Kayman, of P.O. Box 1130, Libertyville, Illinois 60048 (hereinafter referred to as the "Trustee/Assignee") and any creditors of PUC who assent to the terms of this Trust Agreement and Assignment for the Benefit of Creditors and agrees to be bound by its terms ("Assenting Creditors").

WITNESSETH:

WHEREAS, PUC is indebted to various persons, corporations, and other entities and is unable to pay its debts in full, has decided to discontinue its business, and is desirous of transferring its property to a Trustee/Assignee for the benefit of its creditors so that the property so transferred may be expeditiously sold or liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by applicable law;

NOW, THEREFORE, in consideration of PUC existing indebtedness to its creditors, the express undertakings of the Trustee/Assignee and the mutual covenants contained herein, it is AGREED:

- A. **Creation and Object of Trust.** The name of this Trust shall be the "PUC Creditors Trust," and its object shall be the orderly liquidation of the assets and property of PUC and the distribution of the proceeds of the liquidation to creditors of PUC in accordance with applicable law. PUC hereby nominates and appoints Michael L. Kayman as Trustee/Assignee to carry out the purpose of this PUC Trust in accordance with its terms and conditions set forth herein. The Trustee/Assignee shall have the rights, powers, duties and immunities set forth in addition to those provided by applicable law and shall receive reasonable compensation for his services and reimbursement of his expenses, including, but not limited to, reimbursement of his attorneys' fees and other professional fees and costs. The Trustee/Assignee may serve without bond. In the event of death, inability or refusal to act, or the resignation of Michael L. Kayman as Trustee/Assignee, then, in any such event, Joseph L. Marzullo is hereby appointed as Successor Trustee/Assignee with all the duties, rights, and powers herein imposed upon and granted the Trustee/Assignee.
- B. **Transfer of Personal Property Assets.** PUC does hereby grant, convey, assign, transfer, and set over to the Trustee/Assignee, and his Successor Trustee/Assignee, all property and assets of PUC, whatever and wherever situated. The property and assets transferred shall include without limitation, all personal property, tangible and intangible, including, without limitation, all cash on hand, bonds, bank accounts, accounts receivable, chattel paper, furniture, fixtures, equipment, leasehold improvements, inventory, documents, mail, instruments, general intangibles, patents, trade names, trademarks, franchises, service marks, refunds, claims and causes of action.

- C. **Transfer of Real Property.** (a) PUC does hereby grant, convey, assign, transfer, and set over to the Trustee/Assignee, and his Successor Trustee/Assignee, all leases and leasehold interests of fee real property and does hereby grant to Trustee/Assignee; and his Successor Trustee/Assignee, an exclusive license and right of access with respect to all fee real property which it owns and operates, for as long as the Trustee/Assignee and his Successor Trustee/Assignee deems necessary. (b) PUC hereby appoints Trustee/Assignee and his Successor Trustee/Assignee as its attorney-in-fact for any and all matters concerning the fee real property it owns and operates, including, but not limited to, marketing, sale, transfer or other disposition of its fee real property. By executing this Assignment for the Benefit of Creditors, Trustee/Assignee and his Successor Trustee/Assignee are not accepting title to any fee real property but do accept PUC power of attorney to act, on their behalf, to dispose of the fee real property for the benefit of all creditors. Upon disposition of the fee real property, net proceeds, if any, shall immediately vest in the Trust controlled by the Trustee/Assignee and his Successor Trustee/Assignee as if it were personal property.
- D. **Powers and Duties of Trustee/Assignee.** The Trustee/Assignee shall have, inter alia, the following powers, rights and duties:
1. To sell and dispose of all secured creditors' collateral subject to each such secured creditor's right to bid in its debt at any such sale or exercise such other rights and remedies available to each such secured creditor pursuant to its agreement with PUC or applicable law including, without limitation, the right to receive all net proceeds derived from each secured creditor's collateral; provided, however, each secured creditor that is either an Assenting Creditor or agrees that its collateral may be sold, conveyed, encumbered, leased, licensed, hypothecated or otherwise disposed of by the Trustee/Assignee agrees and consents to the Trustee/Assignee's use of the proceeds of the disposition of such secured creditor's collateral to the extent necessary in the good faith judgment of the Trustee/Assignee to satisfy any administrative expense (including the Trustee/Assignee in (i) preserving, taking possession of, disposing of, delivering, removing or taking any other action required with respect to such collateral as may be required or under applicable law or, (ii) as may be necessary to fulfill the Trustee/Assignee's duties and responsibilities under this Trust Agreement and Assignment for the Benefit of Creditors;
 2. To pay the unsecured creditors of PUC out of funds of this Trust that are not subject to any valid, subsisting, and enforceable liens or other encumbrance(s), according to the following priorities:
 - (a) First, all costs and expenses incidental to the administration of the PUC Trust not satisfied from secured creditors' collateral proceeds, if any;
 - (b) Second, to the extent that such debts are entitled to priority under applicable law, all debts owing to any governmental authority as of the date of this Trust Agreement and Assignment for the Benefit of Creditors including, but not limited to, withholding tax, unemployment tax and other income, excise, property and employment tax;

- (c) Third, all other debts owing as of the date of this Trust Agreement and Assignment for the Benefit of Creditors that are entitled to the priority treatment and payment under applicable law;
 - (d) Fourth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro-rata in accordance with the terms of each creditor's indebtedness until all such debts are paid in full, plus interest at the judgment rate under Illinois law. The Trustee/Assignee shall make interim distributions whenever the Trustee/Assignee accumulates sufficient funds to enable him to make a reasonable distribution; and
 - (e) Finally, the surplus of the Trust's funds, if any, when all debts of the Trust shall have been paid in full, shall be distributed to PUC' shareholders by the Trustee/Assignee in accordance with their rights.
3. To do and perform any and all other acts necessary and proper for the orderly liquidation or other disposition, including but not limited to, the abandonment of any or all of the assets and property of PUC and the distribution of the proceeds therefrom to the creditors of PUC.
 4. To require all creditors of PUC to whom a balance is now owing to submit verified statements by a fixed date of their respective accounts.
 5. To settle any and all claims against or in favor of PUC, with full power to compromise such claims, or in the discretion of the Trustee/Assignee, to sue or be sued, and to prosecute or defend any claim or claims of any nature existing against or in favor of PUC.
 6. To receive and open all mail addressed to or received by PUC or in its name and stead.
 7. To do and perform any and all other acts necessary and proper for the distribution of funds derived from the liquidation or other disposition of the Trust's property.
 8. Employment of Counsel of Trustee/Assignee. It is hereby represented and agreed by the parties that if required, the Trustee/Assignee shall be authorized to employ an attorney to act as counsel for the Trustee/Assignee, and that the Trustee/Assignee's attorney shall render such legal services as the Trustee/Assignee requires during the existence of this Trust. In addition, special counsel may be retained by the Trustee/Assignee should he deem that special counsel is necessary to prosecute or defend any legal or equitable action or to perform any other duties as may be required in the circumstances.
- E. Rights of Creditors All rights and remedies of the creditors against any surety or sureties for PUC are hereby expressly reserved, and nothing herein contained shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against PUC, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien, or other security that they now hold on any property, credits, or effects of PUC.

- F. **Administration of Trust** This Trust shall be administered out of court. The Trustee/Assignee shall, however, have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Trustee/Assignee may deem necessary, if, in his opinion, said action is desirable in connection with any dispute or claim arising in the course of administration of the Trust.
- G. **Liability of Assignee-Trustee and His Agents** It is understood and agreed that the Trustee/Assignee and his agents are to assume no personal liability or responsibility for any debt of PUC or of the PUC Trust. The Trustee/Assignee shall execute all documents on behalf of the PUC Trust solely in his capacity as Trustee/Assignee and not in his individual capacity, and all such documents shall include the appropriate legend that fully discloses his office and specifically disclaims any personal liability for any obligation created under any such document. Such legend shall substantially read as follows:

THIS DOCUMENT IS EXECUTED BY THE TRUSTEE/ASSIGNEE, NOT PERSONALLY, BUT SOLELY AS THE TRUSTEE/ASSIGNEE UNDER THE TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS OF PUC, IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED AND VESTED IN HIM AS SUCH TRUSTEE/ASSIGNEE, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY EVERY PARTY HERETO AND BY EVERY PERSON NOW OR HEREAFTER CLAIMING ANY RIGHT OR INTEREST HEREUNDER THAT NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS CREATING ANY PERSONAL LIABILITY ON THE TRUSTEE/ASSIGNEE OR ON ANY OF HIS AGENTS UNDER SAID TRUST AGREEMENT.

It is further understood and agreed that the obligations of the Trustee/Assignee and his agents shall be limited to the performance of the terms and conditions of this Trust Agreement and Assignment for the Benefit of Creditors in good faith and in the exercise of their best judgment, and that the Trustee/Assignee and his agents shall not be personally liable for any act or omission in the execution of their duties under this Trust Agreement and Assignment for the Benefit of Creditors except such acts or omissions that are determined by a court of competent jurisdiction to be the result of the Trustee/Assignee's or his agents' gross negligence or willful misconduct. All funds and assets coming into the PUC Trust, whether encumbered or unencumbered, may be used to indemnify and reimburse the Trustee/Assignee and his agents for any and all costs, fees, expenses, claims or liabilities that they may incur in the performance of their duties hereunder except for any claims that are determined by a court of competent jurisdiction to be the result of the Trustee/Assignee's or his agents' gross negligence or willful misconduct.

H. **Representations and Warranties of PUC**

PUC hereby warrants as follows:

- (a) The list of creditors delivered concurrently to the Trustee/Assignee is complete and correct as reflected by the books and records of PUC as to names of said creditors, their addresses, and the amounts due them.

- (b) PUC, through its shareholders, directors and officers, has authorized the execution of this Trust Agreement and Assignment for the Benefit of Creditors, and the signatures appearing on the Unanimous Consent of the Shareholders and Board of Directors that PUC has delivered to Trustee/Assignee contemporaneously herewith are true and accurate.
- (c) PUC, through its officers and directors, to the extent that any remain, shall perform any and all acts reasonably necessary and proper to assist the Trustee/Assignee in the orderly liquidation of PUC' assets and the collection of money owed to PUC and in the distribution of that money and the proceeds of asset sales to PUC' creditors; provided, however, the officers, directors and managers of PUC shall be required to provide assistance to the Trustee/Assignee only to the extent, and on the condition that they are reasonably compensated for those services.
- I. **Durable Power of Attorney** PUC herewith makes and appoints the Trustee/Assignee as its true and lawful attorney for it and in its name and on its behalf to sign, seal, acknowledge and deliver, and cause to be recorded, if necessary, all instruments, deeds, bills of sale, conveyances and other documents of every nature and kind that, in the Trustee/Assignee's sole discretion he deems necessary or advisable to fulfill his duties and responsibilities hereunder. Without limiting the generality of the foregoing, PUC hereby grants to the Trustee/Assignee full power and authority to do and perform all acts and every act and thing whatsoever as fully as PUC might or could do, and PUC hereby ratifies and confirms all decisions and acts that the Trustee/Assignee shall make, do or cause to be done by virtue of the authority of this Power of Attorney. By these provisions PUC means and intends to grant to the Trustee/Assignee a durable and sustaining Power of Attorney.
- J. **Governing Laws** This Trust Agreement and Assignment for the Benefit of Creditors and the Trustee/Assignee's duties and the obligations of the parties hereto, shall be construed or governed, as the case may be, in accordance with the laws of the State of Illinois and federal law to the extent applicable on all matters arising out of or relating to this Trust Agreement and Assignment for the Benefit of Creditors and all claims arising or relating to the PUC Trust.
- K. **Assenting Creditors, Claims and the Bar Date** Any person, corporation, limited liability company, partnership or other entity or governmental unit holding a claim against PUC or the PUC Trust shall become an Assenting Creditor by executing an Assent and Proof of Claim and returning it so as to be received by the Trustee/Assignee on or before the date by which general unsecured claims not entitled to priority under applicable law must submit claims so as to be entitled to participate in the proceeds of the PUC Trust. The Trustee/Assignee may extend the Bar Date for any or all such claims in his sole discretion and in the interests of fairness and justice based upon a creditor's excusable neglect. The Bar Date shall not apply to claims entitled to priority under applicable law or to secured claims. The Bar Date shall be prominently set forth in the Assent and Proof of Claim sent to each known creditor that must timely file a claim and shall provide each creditor with not less than ninety (90) days to submit a claim.

L. Miscellaneous

- a. *Jurisdiction and Venue.* The state and federal courts of the State of Illinois shall have exclusive jurisdiction over the assignment affected hereby, the actions of the Trustee/Assignee in such capacity, and all matters relating to the administration of the PUC, including the determination of any and all controversies arising under or in connection with this Trust Agreement and Assignment for the Benefit of Creditors.
- b. *Construction.* Titles, headings and subheadings used in this Trust Agreement and Assignment for the Benefit of Creditors are solely for ease of reference, and shall not affect the construction of this Trust Agreement and Assignment for the Benefit of Creditors.
- c. *Successors and Assigns.* All provisions of this Trust Agreement and Assignment for the Benefit of Creditors shall be binding on and in favor of any administrators, successors, heirs and assigns of the persons, partnerships, corporations or other entities or parties hereto.
- d. *Counterparts.* This Trust Agreement and Assignment for the Benefit of Creditors may be executed in one or more counterparts, all of which shall be taken together to constitute one and the same instrument.
- e. *Integration.* This Trust Agreement and Assignment for the Benefit of Creditors constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Trust Agreement and Assignment for the Benefit of Creditors and supersedes any prior agreement or understanding of the parties concerning such subject matter.
- f. *Covenant of Assenting Creditors.* Each Assenting Creditor, by becoming a party hereto, and in consideration of the terms hereof, covenants to forbear from bringing suit or other action to collect, perfect or otherwise realize upon its claims against PUC, until such time as the Trustee/Assignee has completed his administration of the PUC Trust and has fulfilled all of his duties hereunder and covenants, upon request from the Trustee/Assignee, to suspend, subject to appropriate tolling agreements to be entered into by the Trustee/Assignee, any suit or proceeding pending against PUC or to permit Trustee/Assignee to prosecute the same for the benefit of the PUC Trust if he shall so elect; provided, however, that this covenant shall in no way affect the liability to such Assenting Creditor of any third party, who, by written guaranty or otherwise, may be liable for such debt or claim contingently, absolutely or jointly with PUC is a necessary party to such proceeding, satisfaction therein will be taken only against such third parties. Each Assenting Creditor further covenants not to transfer, after accepting this Trust Agreement and Assignment for the Benefit of Creditors, any negotiable instrument on which PUC is liable without endorsing thereon a memorandum that such is subject to this Trust Agreement and Assignment for the Benefit of Creditors.

Oct 09 06 01:38p Lorraine Greenberg

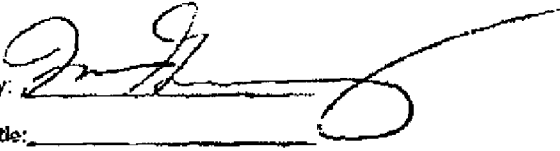
Date: 10/9/2006 Time: 2:27:42 PM

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M. Acceptance by Trustee/Assignee As evidenced by his signature below, the Trustee/Assignee does hereby accept the Trust herein created and agrees to faithfully perform the same according to the best of the Trustee/Assignee's skill, knowledge and ability. It is understood that the Trustee/Assignee shall have reasonable compensation for his services rendered in connection with this Trust

Executed and delivered at Chicago, Illinois, this 10th day of October, 2006.

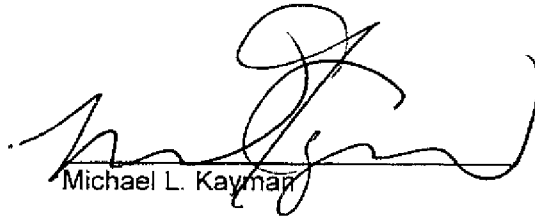
PROMOTION UNLIMITED CORPORATION

By: 
Title: _____
Name: _____

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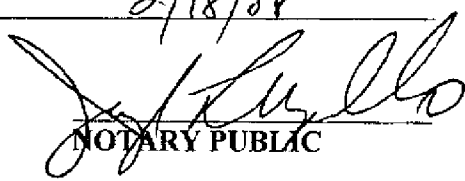
ACCEPTANCE

I, Michael L. Kayman, the Trustee/Assignee hereinabove named, do hereby accept the Trust set forth above, not individually, but as Trustee/Assignee, subject to the conditions set forth above this 10th day of October, 2006.


Michael L. Kayman

In Witness Whereof, I have hereunto subscribed my name and Notarial Seal.

My Commission Expires: 2/18/08


NOTARY PUBLIC

JOSEPH L. MARZULLO
(Printed Name of Notary)

County of Residence: Wake

