

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
Adesso Solutions, L.L.C.		09/05/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Gelco Information Network, Inc.		
Street Address:	10700 Prairie Lakes Drive		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1354602	RAPIDPAY	
Registration Number:	1565002	RAPIDRAFT	
CORRESPONDENCE DATA			
Fax Number:	(612)766-1600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-766-7226		
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 55402-3901		
ATTORNEY DOCKET NUMBER:	23487-349225		
NAME OF SUBMITTER:	Kerry R. Thompson, Paralegal		
Signature:	/krt/		

OP \$65.00 1354602

Date:

09/14/2007

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is entered into as of this 5th day of September, 2007, by and between Gelco Information Network, Inc., a Minnesota corporation (“**Secured Party**”), and Gelco TMG, LLC, a Delaware limited liability company (the “**Company**”).

WHEREAS, simultaneously with the execution hereof, Adesso Solutions, L.L.C., a Delaware limited liability company (the “**Debtor**”), and Secured Party are entering into that certain Interest Purchase Agreement, dated of even date herewith (the “**Purchase Agreement**”), pursuant to which Secured Party is agreeing to sell to Debtor, and Debtor is agreeing to purchase from Secured Party, 100% of the limited liability company interests of the Company, in consideration of Debtor’s issuance to Secured Party of a Senior Secured Promissory Note of even date herewith in the original aggregate principal amount of \$5,000,000 (as the same may be increased or decreased in accordance therewith) (the “**Note**”);

WHEREAS, as a condition to Secured Party entering into and performing its obligations pursuant to the Purchase Agreement, the Company is required to enter into that certain Security Agreement, dated of even date herewith (the “**Security Agreement**”), to grant Secured Party a security interest in the Collateral (as defined therein);

WHEREAS, as a further condition to Secured Party entering into and performing its obligations pursuant to the Purchase Agreement and as is required by the Security Agreement, the Company is required to enter into this Agreement;

WHEREAS, the Company will benefit from Secured Party’s execution, delivery and performance of the Purchase Agreement and the Documents (as defined in the Purchase Agreement) to which Secured Party is a party and Secured Party’s consummation of the transactions contemplated thereby and from Debtor’s issuance of the Note and its incurrence of the Obligations; and

WHEREAS, all terms not defined herein shall have the meanings ascribed to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, as security for the Obligations, the Company hereby grants to Secured Party a Security Interest in and lien upon, and pledges to Secured Party, all of its right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Patent and Trademark Collateral**”), whether presently existing or hereafter created or acquired:

(1) each Mark (as defined below), including, without limitation, each pending United States and foreign trademark application and United States and foreign trademark registration owned by the Company, including, without limitation, those listed on

Schedule A annexed hereto (together with any renewals thereof), and all of the goodwill of the business connected with the use of, and symbolized by, each of the foregoing;

(2) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future (a) infringement or dilution of any registered United States or foreign trademarks owned by the Company, including, without limitation, the registered trademarks listed on Schedule A annexed hereto and any registered United States or foreign trademarks issued with respect to the trademark applications listed on Schedule A, or (b) injury to the goodwill associated with any such registered trademarks;

(3) each Patent (as defined below), including, without limitation, each pending United States and foreign patent application and United States and foreign patent owned by the Company, including, without limitation, those listed on Schedule B annexed hereto (together with any reissues, divisions, continuations, renewals, extensions or continuations-in-part thereof); and

(4) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any United States or foreign patents owned by the Company, including, without limitation, the patents listed on Schedule B annexed hereto and any United States or foreign patents issued with respect to the patent applications listed on Schedule B.

This Security Interest is granted in conjunction with the Security Interest granted to Secured Party pursuant to the Security Agreement. The Company hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Company hereby represents and warrants to Secured Party that (i) Schedule A hereto contains a complete and accurate list and description of all registrations of, and applications for, Marks owned by the Company and (ii) Schedule B hereto contains a complete and accurate list and description of all patents and patent applications owned by the Company.

The Company hereby authorizes Secured Party to modify this Agreement by noting any future acquired Marks on Schedule A and any future acquired Patents on Schedule B; *provided, however*, that the failure of Secured Party to make any such notation shall not limit the obligations of the Company or rights of Secured Party hereunder.

“**Marks**” means all of the Company’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, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, whether in the United States or in any other jurisdiction.

“**Patents**” means all of the Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including, without limitation,

the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, whether in the United States or in any other jurisdiction.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

GELCO TMG, LLC

By *Paul Volle*

Its *President*

GELCO INFORMATION NETWORK, INC.

By _____

Its _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

GELCO TMG, LLC

By _____

Its _____

GELCO INFORMATION NETWORK, INC.

By *Thomas J. [Signature]*

Its *CFO*

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark	Jurisdiction	Serial/Application Number	Registration Number
RAPIDPAY	U.S. Federal	73420017	1354602
RAPIDRAFT	U.S. Federal	73743976	1565002

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
None.		

FOREIGN TRADEMARK REGISTRATIONS

Trademark	Jurisdiction	Serial/Application Number	Registration Number
RAPIDRAFT	Canada	046721800	TMA264934
RAPIDPAY & DEVICE	UK	1393673	B1 393673

FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>
None.			

SCHEDULE B

U.S. PATENTS

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
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None.

U.S. PATENT APPLICATIONS

<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
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None.

FOREIGN PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
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None.

FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>
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None.

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