

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Adesso Solutions, L.L.C.		09/05/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gelco Information Network, Inc.		
<b>Street Address:</b>	10700 Prairie Lakes Drive		
<b>City:</b>	Eden Prairie		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55344		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3097616	TRADE ADVANTAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)766-1600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-766-7226		
<b>Email:</b>	trademarkmpls@faegre.com		
<b>Correspondent Name:</b>	Faegre & Benson LLP		
<b>Address Line 1:</b>	90 South Seventh Street		
<b>Address Line 2:</b>	2200 Wells Fargo Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-3901		
<b>ATTORNEY DOCKET NUMBER:</b>	23487-349225		
<b>NAME OF SUBMITTER:</b>	Kerry R. Thompson, Paralegal		
<b>Signature:</b>	/krt/		

OP \$40.00 3097616

Date:

09/14/2007

**Total Attachments: 6**

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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 Adesso Solutions, L.L.C., a Delaware limited liability company ("**Debtor**").

**WHEREAS**, Debtor and Secured Party have entered into that certain Interest Purchase Agreement, dated of even date herewith (the "**Purchase Agreement**"), pursuant to which Secured Party has agreed to sell to Debtor, and Debtor has agreed to purchase from Secured Party, 100% of the limited liability company interests of Gelco TMG, LLC, a Delaware limited liability 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);

**WHEREAS**, as a condition to Secured Party entering into and performing its obligations pursuant to the Purchase Agreement, Debtor 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, Debtor is required to enter into this Agreement;

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

**NOW, THEREFORE**, as security for the Obligations, Debtor 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 Debtor, 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 Debtor against third parties for past, present or future (a) infringement or dilution of any registered United States or foreign trademarks owned by Debtor, 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 Debtor, 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 Debtor against third parties for past, present or future infringement of any United States or foreign patents owned by Debtor, 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 Interests granted to Secured Party pursuant to the Security Agreement. Debtor 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. Debtor 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 Debtor and (ii) Schedule B hereto contains a complete and accurate list and description of all patents and patent applications owned by Debtor.

Debtor 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 or affect the obligations of Debtor or rights of Secured Party hereunder.

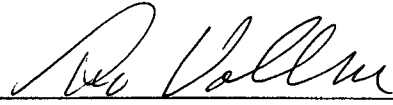
“**Marks**” means all of the Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (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 Debtor’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.

ADESSO SOLUTIONS, L.L.C.

By 

Its CEO

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.

ADESSO SOLUTIONS, L.L.C.

By \_\_\_\_\_

Its \_\_\_\_\_

GELCO INFORMATION NETWORK, INC.

By Karen T Berbrink

Its President & CEO

**SCHEDULE A**

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
TRADE ADVANTAGE	3097616	(filed on) 1/20/05

U.S. TRADEMARK APPLICATIONS

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

FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Issue Date</u>
None.			

FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>
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**SCHEDULE B**

U.S. PATENTS

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

U.S. PATENT APPLICATIONS

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

FOREIGN PATENTS

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

FOREIGN PATENT APPLICATIONS

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