

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
Young America Corporation		02/06/2008	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Harris N.A., as successor by merger to Harris Trust and Savings Bank, as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3012933	AUTO ESCALATION
Registration Number:	2717117	YOUNG AMERICA
Registration Number:	2996219	PAPERLESS REBATES
Registration Number:	2881883	FASTRAK
Registration Number:	3023650	PROMOTION TOOLBOX
Registration Number:	2744071	SWEEPSTATION
Serial Number:	77008381	HELIOS
Serial Number:	77294754	MYBONEYARD
Serial Number:	77294761	MYBONEYARD

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com

CH \$240.00 3012933

Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1596493

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

02/07/2008

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 6th day of February, 2008, Young America Corporation, a Minnesota corporation ("*Debtor*"), with its principal place of business and mailing address at 18671 Lake Drive East, Chanhassen, Minnesota 55317-9383, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., as successor by merger to Harris Trust and Savings Bank, a national banking association ("*Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in that certain Security Agreement hereinafter defined (Harris acting as administrative agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent, for the benefit of the Secured Creditors, a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated November 16, 2004, among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured

Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

YOUNG AMERICA CORPORATION

By Jeffrey S. Beard
Name Jeffrey S. Beard
Title CFO

Accepted and Agreed to as of the date and year first written above.

HARRIS N.A., as successor by merger to Harris Trust and Savings Bank, as Administrative Agent

By James A. Jerz
Name James A. Jerz
Title Vice President

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	REG. DATE
AUTO ESCALATION	3,012,933	11/08/2005
YOUNG AMERICA	2,717,117	5/20/2003
PAPERLESS REBATES	2,996,219	9/13/2005
FASTRAK	2,881,883	9/07/2004
PROMOTION TOOLBOX	3,023,650	12/06/2005
SWEEPSTATION	2,744,071	7/29/2003

PENDING FEDERAL TRADEMARK APPLICATIONS

MARKS	SERIAL NO.	FILED
HELIOS (AND DESIGN)	77/008,381	9/25/2007
MYBONEYARD	77/294,754	10/3/2007
MYBONEYARD	77/294,761	10/3/2007

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

NONE