

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The CIT Group/Equipment Financing, Inc.		02/21/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	The Miner Group, Limited
Street Address:	5100 Highway 169 North
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55428
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	74353475	MELLO SMELLO
Serial Number:	74342665	NORTHPRINT INTERNATIONAL NPI
Serial Number:	74332897	MAGIC CLING
Serial Number:	74332752	MISSION NUTRITION
Serial Number:	74122260	MAKE-A-SCENE
Serial Number:	74121904	MAGIC WINDOW
Serial Number:	74121132	SCRATCH AND SMELL
Serial Number:	73751780	AMERICA'S FUTURE...CHILD NUTRITION
Serial Number:	73472458	BODY LANGUAGE

CORRESPONDENCE DATA

Fax Number: (612)977-8650
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (612) 977-8526
 Email: esicard@briggs.com

CH \$240.00 74353475

Correspondent Name: Emily K. Sicard
Address Line 1: 2200 IDS Center, 80 South 8th Street
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	33119.1
NAME OF SUBMITTER:	Emily K. Sicard
Signature:	/Emily K. Sicard/
Date:	02/22/2008

Total Attachments: 21

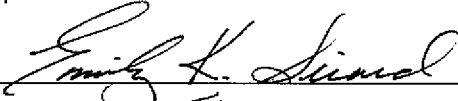
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Trademarks
U.S. Patent and Trademark Office
P.O. Box 1451
Alexandria VA 22313-1451

CERTIFICATE OF ELECTRONIC TRANSMISSION

I hereby certify that this document is being transmitted to the Commissioner for Trademarks, U.S. Patent and Trademark Office, P.O. Box 1451, Alexandria VA 22313-1451 via electronic filing on the date indicated below.

By: 
Date: February 22, 2008

**NOTICE
OF
RELEASE OF SECURITY INTEREST
IN
TRADEMARKS**

Ladies and Gentlemen:

Please be advised that all indebtedness formerly owed by THE MINER GROUP, LIMITED (the "Assignor") to THE CIT GROUP/EQUIPMENT FINANCING, INC. (the "Assignee") has been fully paid and satisfied. Accordingly, any security interest or other lien in favor of the Assignee in any assets or property owned by the Assignors has terminated by operation of law. Record notice is hereby given of the release and termination of the security interests granted in favor of the Assignee by that certain Intellectual Property Pledge and Assignment Agreement, made by the Assignor to the Assignee, dated as of April 28, 1994, a copy of which is attached as Exhibit A hereto.

Dated: 2/21, 2008.

THE CIT GROUP/EQUIPMENT FINANCING,
INC.

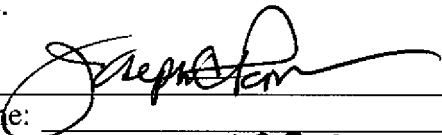
By: 
Name: _____
Its: Joseph C. Papa
Senior Vice President

EXHIBIT A

Intellectual Property Pledge and Assignment Agreement

esicard @ bnqs.com
612 977 8526

140-481
1525 482

D



KATTEN MUCHIN & ZAVIS

525 WEST MONROE STREET • SUITE 1800
CHICAGO, ILLINOIS 60661-3893

TELEPHONE
(312) 808-8200
TELECOPIER
(312) 808-1081

WRITER'S DIRECT DIAL NUMBER

(312) 302-5469

May 18, 1994

MAY 19 1994

TRADEMARK RECORDATION FORM COVER SHEET

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy(ies) thereof.

RECEIVED
94 JUN -1 PM 3:19
ASSIGNMENT BRANCH

03
MN

① Conveying Party: The Miner Group Limited, a Minnesota corporation

03
NY

② Receiving Party: The CIT Group/Equipment Financing, Inc. New York corporation

Address: Suite 400
1400 Renaissance Drive
Park Ridge, Illinois 60068

03

③ Nature of Conveyance: Assignment of Trademarks, Service Marks and Pending Application Therefor

Execution date of document: April 28, 1994

④ Application number(s) or registration number(s): Numbers are attached

080 KJ 06/01/94 1791649

0 481 40.00 CK

89156338

080 KJ 06/01/94 1791649

0 481 525.00 CK

REEL 155 FRAME 154

KATTEN MUCHIN & ZAVIS

- ⑤ Correspondence concerning document should be mailed to:

Lexis Document Services
2901 Normandy Road
Springfield, IL 62703

- ⑥ Total number of applications and registrations involved: 22

- ⑦ Total Fee enclosed: \$ 565.00

✓ To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine A. Boyd
Name

Christine A. Boyd
Signature

May 18, 1994
Date

Total number of pages comprising this cover sheet: 46
KG

TRADEMARK

REEL 155 FRAME 155

A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

TRADEMARK
REEL: 003723 FRAME: 0287

KATTEN MUCHIN & ZAVIS

Trademark Application Numbers

Trademark Registration Numbers

74/332,897

1,791,649

74/390,599

1,791,843

74/338,925

1,780,438

74/374,263

1,809,751

74/416,166

1,813,665

74/483,328

1,815,100

74/121,193

1,821,641

74/276,842

1,704,886

1,658,314

1,660,824

1,659,727

1,665,924

1,453,161

1,539,683

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**INTELLECTUAL PROPERTY
PLEDGE AND ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY PLEDGE AND ASSIGNMENT AGREEMENT dated as of April 28, 1994 (this "AGREEMENT"), is made by THE MINER GROUP LIMITED, a Minnesota corporation (the "GRANTOR"), to THE CIT GROUP/EQUIPMENT FINANCING, INC., a New York corporation ("CIT").

All capitalized terms, unless defined herein, shall have the same meanings as are set forth in that certain Loan and Security Agreement dated as of April 28, 1994, by and among the Grantor, Jonathan S. Miner, Leah J. Miner and CIT (the "Loan Agreement").

PRELIMINARY STATEMENTS:

1. CIT has entered into the Loan Agreement with Grantor, wherein CIT has agreed to loan up to Twelve Million and No/100ths Dollars (\$12,000,000.00) (the "Loan") to the Grantor in accordance with and subject to the terms and conditions set forth in the Loan Agreement and all other documents and instruments executed in connection with the Loan (the "Related Documents").

2. It is a condition precedent to the making of the Loan by CIT to the Grantor under the Loan Agreement that the Grantor secure its obligations by making the pledge and granting the assignment and security interest contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce CIT to make the Loan under the Loan Agreement and the Related Documents, the Grantor hereby agrees with CIT as follows:

SECTION 1. Pledge, Assignment and Grant of Security. The Grantor hereby assigns and pledges to CIT, and hereby grants to CIT a security interest in, all of the Grantor's right, title and interest in and to the following, if and to the extent assignable, whether now owned or hereafter acquired (collectively, the "Collateral"): TRADEMARK

(a) all patents, patent applications for which registrations have been issued or applied for in the United States Patent and Trademark Office, including, without limitation, the inventions and improvements described and claimed therein, including, without limitation, those listed on Exhibit A-1 and interests under patent license agreements (both as licensee and licensor) including, without limitation, those listed on Exhibit A-2, each attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, payments under all licenses entered into in connection there-

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with and damages and payments for past or future infringements thereof, but excluding attorneys' fees and court costs payable to the Grantor in respect thereto, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been registered or for which registration has been applied for (all of the foregoing patents and applications, and interests under patent license agreements, together with the items described in clauses (i) through (iv) and the goodwill of Grantor's business connected therewith, are hereinafter collectively referred to as the "Patents");

(b) all trademarks, trademark registrations, interests under trademark license agreements, tradenames and trademark applications for which registrations have been issued or applied for in the United States Patent and Trademark Office or used in the United States or any state, territory or possession thereof, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit B-1 attached hereto and made a part hereof and the trademark license agreements (both as licensee and licensor) listed on Exhibit B-2 attached hereto and made a part hereof and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, but excluding attorneys' fees and court costs payable to the Grantor with respect thereto, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, and interests under trademark license agreements, tradenames and applications, together with the items described in clauses (i) through (iv) and the goodwill of Grantor's business connected therewith, are hereinafter collectively referred to as the "Trademarks");

(c) all copyrights, copyright applications for which registrations have been issued or applied for in the United States Copyright Office, and interests under copyright license agreements (both as licensee and licensor), including, without limitation, the work fixed in a tangible medium described therein, including, without limitation, the copyrights and applications listed on Exhibit C-1, and the interests under license agreements listed on Exhibit C-2, each attached hereto and made a part hereof, and (i) the releases, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments

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for past or future infringements thereof, but excluding attorneys' fees and court costs payable to the Grantor in respect thereto, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world in all jurisdictions in which such copyrights have been registered or for which registration has been applied for (all of the foregoing copyrights and applications, and interests under copyright license agreements, together with the items described in clauses (i) through (iv) and the goodwill of Grantor's business connected therewith, are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(d) all of the following (the "Agreement Collateral"): each of the agreements and contracts listed on Exhibit D hereto as such agreements may be amended or otherwise modified from time to time (collectively, the "Assigned Agreements"), including, without limitation, (i) all rights of the Grantor to receive moneys due and to become due under or pursuant to the Assigned Agreements, (ii) all rights of the Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) claims of the Grantor for damages arising out of or for breach of or default under the Assigned Agreements and (iv) the right of the Grantor to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder; and

(e) all proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds which constitute property of the types described in clauses (a) through (d) of this Section 1) and, to the extent not otherwise included, all (i) payments under insurance (whether or not CIT is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral and (ii) cash

SECTION 2. Security for Obligations: Absolute Assignment.

(a) This Agreement secures the payment of the Liabilities and all other obligations of the Grantor now or hereafter existing under the Loan Agreement and that certain secured promissory note executed by the Grantor, evidencing the Loan (the "Note"), whether for principal, interest, fees, expenses or otherwise, and all obligations of the Grantor now or hereafter existing under this Agreement (all such obligations of the Grantor being the "Obligations").

(b) The parties intend that this Agreement shall be a present, absolute, and unconditional assignment and shall, immediately upon execution, give CIT the right to collect payments in respect of the Collateral and to apply them in

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payment of the principal, interest and all other sums payable under the Note and the other Related Documents evidencing the Loan. Such assignment and grant shall continue in effect until the Loan is paid in full. However, subject to the provisions set forth herein and in the Loan Agreement, CIT grants to the Grantor an exclusive license to collect payments in respect of the Collateral as they become due and to enforce the Assigned Agreements, and to take any other action with respect to the Collateral as Grantor shall deem reasonable (including, *inter alia*, to take all actions set forth in Section 7(b) below), so long as a Default or an Event of Default has not occurred and is continuing under the Loan Agreement, the Related Documents or this Agreement. The Grantor further agrees that CIT may enforce this Agreement without first resorting to or exhausting any other security or collateral for the Loan; however, nothing herein contained shall prevent CIT from exercising any other right under the Note, the Loan Agreement or the other Related Documents.

SECTION 3. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) the Grantor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by CIT of any of the rights hereunder shall not release the Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) CIT shall have no obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall CIT be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. The Grantor represents and warrants as follows:

(a) The chief place of business and chief executive office of the Grantor and the office where the Grantor keeps its records concerning, and the original copies of, the Assigned Agreements are located at its address specified in Exhibit E hereto.

(b) Subject to the rights of the other parties in and to the Assigned Agreements, the Grantor is the legal and beneficial owner of the Collateral, free and clear of any lien, security interest, option or other charge or encumbrance except for the security interest created by this Agreement and the liens, security interests, charges and encumbrances previously disclosed to CIT in writing, as set forth on Schedule 4(a) attached hereto and made a part hereof (the "Permitted Encumbrances"). No effective financing statement

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or other document similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of CIT relating to this Agreement and the other Permitted Encumbrances.

(c) The Patents listed on Exhibit A-1 and Exhibit A-2 constitute all of the patents and applications now owned by or licensed to or by Grantor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations have been satisfied in full and the Loan Agreement terminated, Grantor shall (i) obtain rights to any new patentable inventions or (ii) become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, or of any patent license agreement, the provisions of Section 1(a) above shall automatically apply thereto and Grantor shall give to CIT prompt written notice thereof.

(d) With respect to the Patents, Grantor has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance (other than Permitted Encumbrances) on any of the Collateral except for (i) license agreements to use such Patents granted to licensees described on Exhibit A-2 hereto, (ii) consent and/or settlement agreements limiting the rights of the Grantor or its licensees to use the Patents as described on Exhibit A-1 hereto, and (iii) agreements restricting the rights of the Grantor or its licensees to sue for infringement of the Patents as described on Exhibit A-4 hereto.

(e) To the best of Grantor's knowledge and belief after due inquiry, no material infringement or unauthorized use presently is being made of any of the Patents which would materially adversely affect the fair market value of the Collateral or the benefits of this Assignment granted to CIT, including, without limitations, the priority or perfection of the security interest granted herein or the remedies of CIT.

(f) The Copyrights listed on Exhibit B-1 and the license agreements listed on Exhibit B-2 constitute all of the copyrights and applications now owned by or licensed to or by Grantor for which registrations have been issued or applied in the United States Copyright Office. If, before the Obligations have been satisfied in full and the Loan Agreement terminated, Grantor shall (i) obtain rights to any new copyrightable works or (ii) become entitled to the benefit of any copyright application or copyright for any reissue, division, continuation, renewal, extension or continuation-in-part of any Copyright, or of any copyright license agreement, the

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provisions of Section 1(c) above shall automatically apply thereto and Grantor shall give to CIT prompt written notice thereof.

(g) With respect to the Copyrights, Grantor has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance (other than Permitted Encumbrances) on any of the Collateral except for license agreements to use such Copyrights granted to licensees described on Exhibit B-2 hereto.

(h) The Trademarks listed on Exhibit C-1 and the license agreements listed on Exhibit C-2 constitute all of the Trademarks and applications now owned or licensed to or by Grantor for which registrations have been issued or applied for in the United States Patent and Trademark Office or used in the United States or any state, territory or possession thereof. If, before the Obligations shall have been satisfied in full and the Loan Agreement terminated, Grantor shall (i) obtain rights to any new trademarks, trademark registrations or applications or tradenames used in the United States or any state, territory or possession thereof or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or tradename used in the United States or any state, territory or possession thereof, the provisions of Section 1(b) above shall automatically apply thereto and Grantor shall give to CIT prompt written notice thereof.

(i) The Assigned Agreements, true and complete copies of which have been furnished to CIT, have been duly authorized, executed and delivered by all parties thereto, have not been amended or otherwise modified except as permitted by Section 7, are in full force and effect and, to the best of Grantor's knowledge, are binding upon and enforceable against all parties thereto in accordance with their respective terms. To the best of Grantor's knowledge, there exists no default under any Assigned Agreement by any party thereto. Upon the occurrence and continuance of a Default or an Event of Default, and at CIT's request, the Grantor shall cause each party to the Assigned Agreements (other than the Grantor) to execute and deliver to CIT a consent, in substantially the form of Schedule I, to the assignment of such Assigned Agreement to CIT pursuant to this Agreement.

(j) Subject to the Permitted Encumbrances, no consent of any other person or entity and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required (i) for the grant by the Grantor of the assignment and security interest granted hereby or for the execution, delivery or performance of this Agreement by the Grantor, (ii) for the

perfection or maintenance of the pledge, assignment and security interest created hereby (including the first priority nature of such pledge, assignment and security interest) or (iii) for the exercise by CIT of the rights provided for in this Agreement or the remedies in respect of any of the Collateral pursuant to this Agreement.

(k) There are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived.

SECTION 5. Further Assurances.

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that CIT may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable CIT, to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

(b) The Grantor hereby authorizes CIT, to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the signature of the Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to CIT from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as CIT may reasonably request, all in reasonable detail

SECTION 6. As to Patents, Trademarks and Copyrights. Grantor hereby agrees that any rights granted hereunder to use by CIT, and its successors, transferees and assigns, with respect to all Collateral as described above shall be worldwide and without any liability for royalties or other related charges from CIT to Grantor. The term of the assignments of security interest granted herein shall extend until the earlier of (i) the expiration or termination of each of the Patents, Trademarks and Copyrights assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement has been terminated.

SECTION 7. As to the Agreement Collateral.

(a) The Grantor shall, at its expense, in the reasonable exercise of its business judgment and to the extent that Grantor deems it appropriate:

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(i) perform and observe all the terms and provisions of the Assigned Agreements to be performed or observed by it, maintain the Assigned Agreements in full force and effect, enforce the Assigned Agreements in accordance with their respective terms, and take all such action to such end as may be from time to time reasonably requested by CIT.

(ii) furnish to CIT promptly upon receipt thereof copies of all notices, requests and other documents received by the Grantor under or pursuant to the Assigned Agreements, and from time to time (A) furnish to CIT such information and reports regarding the Collateral as CIT may reasonably request and (B) upon request of CIT make to any other party to any Assigned Agreement such demands and requests for information and reports or for action as the Grantor is entitled to make thereunder.

(b) From and after the occurrence and during the continuance of a Default or an Event of Default, the Grantor shall not:

(i) cancel or terminate any Assigned Agreement or consent to or accept any cancellation or termination thereof;

(ii) amend or otherwise modify any Assigned Agreement or give any consent, waiver or approval thereunder;

(iii) waive any default under or breach of any Assigned Agreement;

(iv) consent to or permit or accept any prepayment of amounts to become due under or in connection with any Assigned Agreement, except as expressly provided therein; or

(v) take any other action in connection with any Assigned Agreement which would impair the value of the interest or rights of the Grantor thereunder or which would impair the interest or rights of CIT.

SECTION 8. Payments Under the Assigned Agreements.

(a) The Grantor agrees, and shall, from and after the occurrence and during the continuance of a Default or an Event of Default and at the request of CIT, effectively so instruct each other party to each Assigned Agreement, that all payments due or to become due under or in connection with such Assigned Agreement shall be made directly to CIT at its address set forth in Section 17.

(b) Except as set forth in Section 15, all moneys received or collected pursuant to subsection (a) above shall be applied to the repayment of the Obligations, in accordance with the terms and conditions set forth in the Loan Agreement.

SECTION 9. Transfers and Other Liens. The Grantor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral or (ii) create or permit to exist any lien, security interest, option or other charge or encumbrance upon or with respect to any of the Collateral, except for the security interest under this Agreement and the Permitted Encumbrances.

SECTION 10. Default. Each of the following shall constitute a Default under this Agreement:

(a) The default by Grantor in the performance or observance of any obligation or agreement of Grantor hereunder, which default has not been cured within thirty (30) days of notice by CIT.

(b) The occurrence of a "Default" or an "Event of Default" pursuant to, and as defined in, the Loan Agreement.

(c) The occurrence of a "Default" or an "Event of Default", as applicable, pursuant to, and as defined in, any of the Related Documents.

SECTION 11. CIT Appointed Attorney-in-Fact. From and after the occurrence and during the continuance of a Default, the Grantor hereby irrevocably appoints CIT the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in CIT's discretion, to take any action and to execute any instrument which CIT may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Collateral;

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection therewith; and

(c) to file any claims or take any action or institute any proceedings which CIT may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce compliance with the terms and conditions of any Assigned Agreement or the rights of CIT with respect to any of the Collateral.

SECTION 12. CIT MAY PERFORM. If the Grantor fails to perform any agreement contained herein, CIT may itself perform, or cause performance of, such agreement, and the expenses of CIT incurred in connection therewith shall be payable by the Grantor under Section 15(b).

SECTION 13. CIT's Duties. The powers conferred on CIT hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, CIT shall have no duty as to any Collateral, or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. CIT shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which accords its own property.

SECTION 14. Remedies. If any Default shall have occurred and be continuing:

(a) CIT may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of Minnesota at that time (the "Code") (whether or not the Code applies to the affected Collateral), and also may (i) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of CIT forthwith, assemble all or part of the Collateral as directed by CIT and make it available to CIT at a place to be designated by CIT which is reasonably convenient to both parties and (ii) without notice except as specified below sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of CIT's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as CIT may deem commercially reasonable. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. CIT shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. CIT may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by CIT as Collateral and all cash proceeds received by CIT in respect of any sale of, collection from, or other realization upon all or any part of the

Collateral may, in the discretion of CIT, be held by CIT as Collateral for, and/or at Grantor's request then or at any time thereafter, be applied (after payment of any amounts payable to CIT pursuant to Section 15) in whole or in part by CIT against, all or any part of the Obligations in such order as CIT shall elect. Any surplus of such cash or cash proceeds held by CIT and remaining after payment in full of all the Obligations shall be paid over to the Grantor or to whomsoever may be lawfully entitled to receive such surplus.

(c) CIT may exercise any and all rights and remedies of the Grantor under or in connection with the Assigned Agreements or otherwise in respect of the Collateral, including, without limitation, any and all rights of the Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, any Assigned Agreement.

(d) All payments received by the Grantor under or in connection with any Assigned Agreement or otherwise in respect of the Collateral shall be received in trust for the benefit of CIT, and upon the request of CIT, shall be segregated from other funds of the Grantor and shall be forthwith paid over to CIT in the same form as so received (with any necessary indorsement).

SECTION 15. Indemnity and Expenses.

(a) The Grantor agrees to indemnify CIT from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from CIT's gross negligence or willful misconduct.

(b) The Grantor will, upon demand, pay to CIT the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which CIT may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of CIT hereunder or (iv) the failure by the Grantor to perform or observe any of the provisions hereof.

SECTION 16. Amendments; Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by CIT, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 17. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telecopier, telegraphic, telex or cable communication) and mailed, telecopied, telegraphed, telexed, cabled or delivered to it, if to the Grantor, at its address at 5100 Highway 169 North, Minneapolis, Minnesota 55428, Attention: Jonathan S. Miner, Chief Executive Officer, and if to CIT, at CIT's address at 1211 Avenue of the Americas, New York, New York 10036, Attention: Senior Vice President/Credit, or, as to either party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and other communications shall, when mailed, telecopied, telegraphed, telexed or cabled, be effective five (5) days after mailing or when telecopied, delivered to the telegraph company, confirmed by telex answerback or delivered to the cable company, respectively.

SECTION 18. Continuing Security Interest; Assignments under Credit Agreement. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the payment in full of the Obligations and all other amounts payable under this Agreement and the Loan Agreement, (ii) be binding upon the Grantor, its successors and assigns, and (iii) inure to the benefit of, and be enforceable by, CIT and its successors, transferees and assigns. Upon the payment in full of the Obligations and all other amounts payable under this Agreement and the Loan Agreement, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Grantor. Upon any such termination, CIT will, at the Grantor's expense, execute and deliver to the Grantor such documents, assignments and reassignments as the Grantor shall reasonably request to evidence such termination, assignment and reassignment.

SECTION 19. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York in which case, the laws of such jurisdiction shall govern. Unless otherwise defined herein or in the Loan Agreement, terms used in Article 9 of the Code are used herein as therein defined.

SECTION 20. Security Interest Absolute. The obligations of the Grantor under this Agreement are independent of the Obligations, and a separate action or actions may be brought and prosecuted against the Grantor to enforce this Agreement. All rights of CIT and the pledge, assignment and security interest hereunder, and all obligations of the Grantor hereunder, shall be absolute and unconditional, irrespective of:

(i) any lack of validity or enforceability of the Loan Agreement, the Note or any other agreement or instrument relating thereto;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Agreement or the Note, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to the Grantor or any of its subsidiaries, Affiliates or otherwise;

(iii) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations;

(iv) any manner of application of collateral, or proceeds thereof, to all or any of the Obligations, or any manner of sale or other disposition of any collateral for all or any of the Obligations or any other assets of the Grantor or any of its subsidiaries or Affiliates;

(v) any change, restructuring or termination of the corporate structure or existence of the Grantor or any of its subsidiaries or Affiliates; or

(vi) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Grantor or a third party grantor of a security interest.

SECTION 21. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original and all such counterparts shall constitute one and the same Agreement.

TRADEMARK

REEL 155 FRAME 169

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

THE MINER GROUP LIMITED, a Minnesota corporation

Attest:

By: Wynne R. Johnson
Name: Wynne R. Johnson
Its: CEO

By: Jonathan S. Miner
Name: Jonathan S. Miner
Its: CEO

GIR:

THE CIT GROUP/EQUIPMENT FINANCING, INC., a New York corporation

Attest:

By: Robert S. Wille
Name: Robert S. Wille
Its: VP

By: Michael R. Beck
Name: Michael R. Beck
Its: VICE PRESIDENT

TRADEMARK

REEL 155 FRAME 170

STATE OF MN)
COUNTY OF Hennepin) SS

I, Joseph Walker Dorn, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jonathan Miner, and Wayne Johnson personally known to me to be the Chief Executive Officer and Chief Financial Officer, of THE MINER GROUP LIMITED, a Minnesota corporation, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as Chief Executive Officer and Chief Financial Off. of said corporation, pursuant to authority given by the Board of Directors of said corporation, as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of April, 1994.

Joseph Walker Dorn
Notary Public

My Commission Expires:

5/15/96



JOSEPH WALKER DORN
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
MY COMMISSION EXPIRES 05-15-96

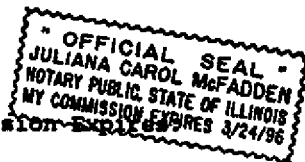
TRADEMARK

REEL 155 FRAME 171

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Juliana Carol McFadden, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael M. Alch, and Robert S. Wills personally known to me to be the Vice President and Vice President of THE CIT GROUP/EQUIPMENT FINANCING, INC., a New York corporation, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as Vice President and Vice President of said corporation, pursuant to authority given by the Board of Directors of said corporation, as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of April, 1994.



My Commission Expires

Juliana Carol McFadden
Notary Public

March 24, 1996

TRADEMARK

DEL 155 FRAME 171A