

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
TERACO, INC.		08/31/2005	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	NORWEST MEZZANINE PARTNERS II, LP		
Street Address:	3600 IDS Center		
Internal Address:	80 South 8th Street		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1950163	TERACARD	
Registration Number:	2291198	SUN SMART	
Registration Number:	2163773	GUEST ACCESS	
CORRESPONDENCE DATA			
Fax Number:	(703)744-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7037448000		
Email:	LKOLO@PATTONBOGGS.COM		
Correspondent Name:	lacy kolo		
Address Line 1:	Patton Boggs, LLP		
Address Line 2:	8484 Westpark Drive, Suite 900		
Address Line 4:	mclean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	012823.0113		
NAME OF SUBMITTER:	LACY KOLO		

OP \$90.00 1950163

Signature:	/LACY KOLO/
Date:	01/14/2009
Total Attachments: 9 source=Norwest lien agreement#page1.tif source=Norwest lien agreement#page2.tif source=Norwest lien agreement#page3.tif source=Norwest lien agreement#page4.tif source=Norwest lien agreement#page5.tif source=Norwest lien agreement#page6.tif source=Norwest lien agreement#page7.tif source=Norwest lien agreement#page8.tif source=Norwest lien agreement#page9.tif	

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of August 31, 2005, by and among the Grantors listed on the signature pages hereto (individually, a "**Grantor**", and collectively, the "**Grantors**"), in favor of Norwest Mezzanine Partners II, LP, a Delaware limited partnership, and the other Purchasers from time to time party to the Note Agreement described below (collectively in such capacity, the "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to that certain Subordinated Note Purchase Agreement dated as of August 17, 2005 among the Grantors and the Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Note Agreement**"), the Secured Party has agreed to purchase the Notes from Holdco (as defined in the Note Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof among the Grantors and the Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the "**Security Agreement**"), each of the Grantors granted to Secured Party certain liens on the Collateral to secure its respective Obligations under the Note Agreement; and

WHEREAS, pursuant to the terms of the Note Agreement and/or the Security Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect from time to time. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the

Obligations, hereby reaffirms its grant to Secured Party of a priority security interest, subject only to the Liens securing repayment of the Senior Debt (as defined in the Note Agreement), in the Intellectual Property Collateral (as defined below), and further reaffirms its collateral assignment, conveyance, mortgage, pledge, hypothecation and transfer to Secured Party of a lien on and security interest in all of its right, title and interest in, to and under the following (herein referred to as "**Intellectual Property Collateral**"):

(i) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(ii) all renewals, reissues, continuations or extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(iv) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future (a) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (b) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral reaffirmed herein 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. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

[Signatures appear on the following page]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

TERACO HOLDINGS, INC.

a Delaware corporation

By: 
Name: Ryan Wierck
Title: Vice President

TERACO, INC.,

a Minnesota corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

TERACO HOLDINGS, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

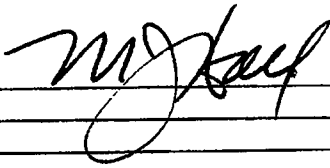
TERACO, INC.,
a Minnesota corporation

By: RD McDowell
Name: Raymond McDowell
Title: President

Accepted and Agreed:

NORWEST MEZZANINE PARTNERS II, LP,
a Delaware limited partnership

By: Itasca Mezzanine Partners II, LLC,
a Delaware limited liability company,
its General Partner

By: 
Name: _____
Title: _____

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York) ss.
On August 31, 2005, before me, Diana D'Amato, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Ryan Wierck,
Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Diana D'Amato
Signature of Notary Public
**DIANA DAMATO
Notary Public, State of New York
No. 01DA6128024
Qualified in Kings County
Term Expires June 20, 2009**

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer
- _____ Title(s)
- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

**Acknowledgement of Intellectual Property
Collateral Lien**

_____ Title or Type of Document
_____ Number Of Pages
_____ Date Of Document
_____ Signer(s) Other Than Named Above

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Midland) ss.
On August 31, before me, Donna Gipson, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Ray McSowell,
Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Donna Gipson
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer
- _____ Title(s)
- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

**Acknowledgement of Intellectual Property
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Title or Type of Document

Number Of Pages

Date Of Document

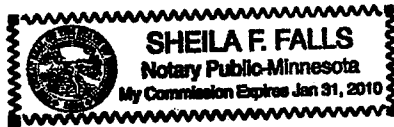
Signer(s) Other Than Named Above

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Minnesota)
COUNTY OF Hennepin) ss.

On August 31, 2005, before me, Sheila Falls, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared MICHAEL J. HALL,
Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sheila F. Falls
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

**Acknowledgement of Intellectual Property
Collateral Lien**

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
TRADEMARK REGISTRATIONS

Entity	Trademark	Filing Date	Registration No.
Teraco, Inc.	Teracard	April 29, 1994	1,950,163
Teraco, Inc.	Sun Smart	September 29, 1998	2,291,198
Teraco, Inc.	Guest Access	April 18, 1997	2,163,773