

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		06/30/2009	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Harris N.A., 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: 7			
Property Type	Number	Word Mark	
Registration Number:	3560481		
Registration Number:	3560483		
Registration Number:	1926648	ALL-IN-ONE	
Registration Number:	1891314	CASH-BACK	
Registration Number:	2664467	RAPID REBATES	
Registration Number:	2768821	UNITED REBATES	
Registration Number:	1977301	SUPER COMBO REBATES	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		

CH \$190.00 3560481

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TRADEMARK
REEL: 004015 FRAME: 0747

Address Line 4: Chicago, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	1911221
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	07/01/2009
<p>Total Attachments: 5 source=2647523#page1.tif source=2647523#page2.tif source=2647523#page3.tif source=2647523#page4.tif source=2647523#page5.tif</p>	

TRADEMARK COLLATERAL AGREEMENT

This 30th day of June, 2009, 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., 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 to Debtor under or in respect of each such trademark license, together with any rights of Debtor under such license 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 or trademark application 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, trademark application or trademark license, in each case together with the right to sue for and collect said damages (and, with respect to trademark licenses, to the extent that Debtor has such rights or is entitled to such damages under such license);

to secure performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement dated as of the date hereof, 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*").

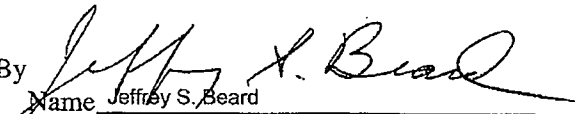
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a grant of security interest to the Agent in any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a statement of use having been filed and duly accepted by the United States Patent and Trademark Office (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"). When a statement of use is filed and

duly accepted by the United States Patent and Trademark Office, then such application shall automatically be included in the Collateral (as such term is defined in the Security 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 the event that any provision of this Trademark Collateral Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

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 
Name Jeffrey S. Beard
Title President, Secretary and Treasurer

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

HARRIS N.A., as Administrative Agent

By _____
Name _____
Title _____

duly accepted by the United States Patent and Trademark Office, then such application shall automatically be included in the Collateral (as such term is defined in the Security 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 the event that any provision of this Trademark Collateral Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

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YOUNG AMERICA CORPORATION

By _____
Name _____
Title _____

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

HARRIS N.A., as Administrative Agent

By Aleen M. Hartje
Name Aleen M. Hartje
Title Vice President

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

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

REGISTERED U.S. TRADEMARKS	REGISTRATION REG. NO.	REG. DATE	OWNER
DOG DESIGN	3,560,481	1/13/2009	YOUNG AMERICA CORPORATION
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ALL-IN-ONE	1,926,648	10/10/95	YOUNG AMERICA CORPORATION
CASH - BACK	1,891,314	4/25/95	YOUNG AMERICA CORPORATION
RAPID REBATES	2,664,467	12/17/02	YOUNG AMERICA CORPORATION
UNITED REBATES	2,768,821	9/30/03	YOUNG AMERICA CORPORATION
SUPER COMBO REBATES	1,977,301	5/28/96	YOUNG AMERICA CORPORATION

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

TRADEMARK LICENSES

NONE.