

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
Olson + Co., Inc.		08/11/2010	CORPORATION: MINNESOTA
OCO Holdings, Inc.		08/11/2010	CORPORATION: DELAWARE
Bonfire Partners, L.L.C.		08/11/2010	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	One U.S. Bank Plaza, 12th Floor		
Internal Address:	Leveraged Finance Group		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Association: NOT PROVIDED		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77863999	WE THINK IN SOCIAL CIRCLES	
Serial Number:	85068988	WHERE CONNECTION GOES NEXT	
Serial Number:	85074617	OLSON DENALI	
Registration Number:	3648146	DENALI MARKETING.ELEVATED	
CORRESPONDENCE DATA			
Fax Number:	(310)260-7139		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	310.576.2239		
Email:	rglancaster@bryancave.com		
Correspondent Name:	Robert G. Lancaster		
Address Line 1:	120 Broadway		
Address Line 2:	Suite 300		

CH \$115.00 77863999

900169657

**TRADEMARK
 REEL: 004262 FRAME: 0736**

Address Line 4: Santa Monica, CALIFORNIA 90401

ATTORNEY DOCKET NUMBER: C043194/0305360

NAME OF SUBMITTER: Robert G. Lancaster

Signature: /Robert G. Lancaster/

Date: 08/18/2010

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of August __, 2010, is made by **OLSON + CO., INC.**, a Minnesota corporation, ("Olson + Co."), **OCO HOLDINGS, INC.**, a Delaware corporation ("OCO Holdings") and **BONFIRE PARTNERS, L.L.C.** (d/b/a **OLSONdenali**), a Minnesota limited liability company ("OLSONdenali") (each a "Grantor"), in favor of **U.S. BANK NATIONAL ASSOCIATION**, as the Swing Line Lender, the L/C Issuer, Lead Arranger and the Administrative Agent (each as defined in the Loan Agreement listed below) (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the benefit of the Administrative Agent, the Swing Line Lender, the L/C Issuer and the Lenders (hereinafter sometimes collectively referred to as, the "Secured Parties" and individually as a "Secured Party"). All references herein to "Grantor" shall refer to each Grantor for itself.

W I T N E S S E T H:

WHEREAS, pursuant to the Loan Agreement, dated as of the date hereof (as the same has been and may be from time to time amended, modified, extended, renewed or restated, the "Loan Agreement"), among the Grantors, the Administrative Agent, NXT Capital, L.L.C., as Documentation Agent and the lenders party thereto, the Secured Parties have agreed to provide financial accommodations to Olson + Co upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Intellectual Property Security Agreement of even date herewith in favor of Administrative Agent (the "IP Security Agreement"), Administrative Agent may require that Grantor execute and deliver this Grant Of Security Interest In Intellectual Property;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Loan Agreement, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the IP Security Agreement.

Section 2. Grant of Security Interest in the Intellectual Property Collateral. Grantor hereby grants to the Administrative Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer, a present and continuing first priority security interest in and to Grantor's entire right, title and interest in, to and under the following property and rights such Grantor, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Intellectual Property Collateral"):

- (a) the Copyrights, including, without limitation, those listed on Schedule A hereto;
- (b) the Trademarks, including, without limitation, those listed on Schedule B hereto, including the goodwill of Grantor's business connected with and symbolized by the Trademarks;
- (c) any and all claims and causes of action for past, present or future infringement of any of the Intellectual Property Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Intellectual Property Collateral;
- (d) any and all amendments, renewals, extensions, reissuances and replacements of any of the Intellectual Property Collateral; and

(e) any and all products and proceeds of any of the foregoing, including, without limitation, proceeds which constitute property of the types described in (a) and (b) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a) and (b) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items.

Section 3. IP Security Agreement. The security interest granted pursuant to this Grant Of Security Interest In Intellectual Property is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the IP Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the IP Security Agreement. In the event of a conflict between the provisions of this Grant Of Security Interest In Intellectual Property and the IP Security Agreement, the IP Security Agreement shall control.

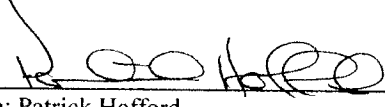
Section 4. Counterparts. This Grant Of Security Interest In Intellectual Property may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Grant Of Security Interest In Intellectual Property and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Missouri.

Signatures Appear on Next Page

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

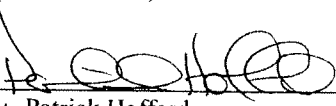
OLSON + CO., INC.

By 
Name: Patrick Hofford
Title: Chief Financial Officer

Address and Facsimile Number:

1625 Hennepin Avenue
Minneapolis, MN 55403
Attention: Pat Hofford
Facsimile No.: (612) 215-9801

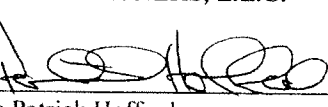
OCO HOLDINGS, INC.

By 
Name: Patrick Hofford
Title: Chief Financial Officer

Address and Facsimile Number:

1625 Hennepin Avenue
Minneapolis, MN 55403
Attention: Pat Hofford
Facsimile No.: (612) 215-9801

BONFIRE PARTNERS, L.L.C.

By 
Name: Patrick Hofford
Title: Chief Financial Officer

Address and Facsimile Number:

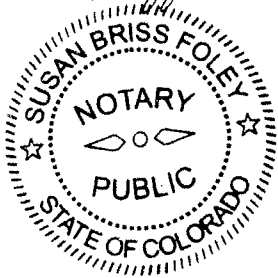
1625 Hennepin Avenue
Minneapolis, MN 55403
Attention: Pat Hofford
Facsimile No.: (612) 215-9801

SIGNATURES CONTINUE ON NEXT PAGE

ACKNOWLEDGMENT

STATE OF Colorado :
 : SS
COUNTY OF Denver :

Before me, the undersigned, a Notary Public, on this 11th day of August, 2010, personally appeared Patrick Hofford to me known personally, who, being by me duly sworn, did say that he/~~she~~ is the Chief Financial Officer of **OLSON + CO., INC.** and that said Intellectual Property Security Agreement was signed on behalf of **OLSON + CO., INC.** by authority of its directors, and the said Patrick Hofford acknowledged said instrument to be his/~~her~~ free act and deed.



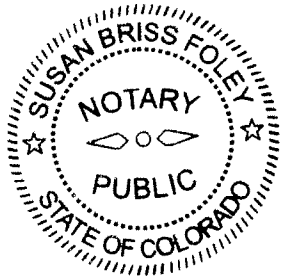
Susan Briss Foley
Notary Public

My Commission Expires: 11/26/2011

ACKNOWLEDGMENT

STATE OF Colorado :
 : SS
COUNTY OF Denver :

Before me, the undersigned, a Notary Public, on this 11th day of August, 2010, personally appeared Patrick Hofford to me known personally, who, being by me duly sworn, did say that he/~~she~~ is the Chief Financial Officer of **OCO HOLDINGS, INC.** and that said Intellectual Property Security Agreement was signed on behalf of **OCO HOLDINGS, INC.** by authority of its directors, and the said Patrick Hofford acknowledged said instrument to be his/~~her~~ free act and deed.



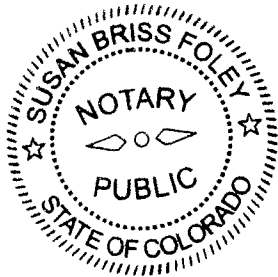
Susan Briss Foley
Notary Public

My Commission Expires: 11/26/2011

ACKNOWLEDGMENT

STATE OF Colorado :
 : SS
COUNTY OF Denver :

Before me, the undersigned, a Notary Public, on this 11th day of August, 2010, personally appeared Patrick Hofford to me known personally, who, being by me duly sworn, did say that he/she is the Chief Financial Officer of **BONFIRE PARTNERS, L.L.C.** and that said Intellectual Property Security Agreement was signed on behalf of **BONFIRE PARTNERS, L.L.C.** by authority of its members, and the said Patrick Hofford acknowledged said instrument to be his/~~her~~ free act and deed.



Susan Briss Foley
Notary Public

My Commission Expires: 11/26/2011

SCHEDULE A

A. Copyrights

Copyright Schedule:



<u>Name of Owner</u>	<u>Copyright</u>	<u>Reg. / Appl. #</u>	<u>Reg. / Appl. Date</u>
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None.

SCHEDULE B

A. Registered Trademarks

Trademark Schedule:

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. / Appl. #</u>	<u>Reg. / Appl. Date</u>
Olson + Co., Inc.	"We Think in Social Circles"	77/863,999	June 15, 2010
Olson + Co., Inc.	"Where Connection Goes Next"	85/068988	June 22, 2010
Olson + Co., Inc.		85/074,617	June 30, 2010
Bonfire Partners, L.L.C.		3648146	June 30, 2009