

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.		09/26/2012	CORPORATION: MINNESOTA
OCO Holdings, Inc.		09/26/2012	CORPORATION: DELAWARE
Bonfire Partners, L.L.C.		09/26/2012	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	One U.S. Bank Plaza
Internal Address:	SL-MO-T12M
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	National Association: MISSOURI

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: 3142592020
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Email: kahonold@bryancave.com
 Correspondent Name: Benjamin J. Sodey
 Address Line 1: Bryan Cave LLP
 Address Line 2: 211 N. Broadway, Suite 3600
 Address Line 4: St. Louis, MISSOURI 63102

CH \$1115.00 77863999

TRADEMARK

ATTORNEY DOCKET NUMBER:	0305360
NAME OF SUBMITTER:	Benjamin J. Sodey
Signature:	/Benjamin J. Sodey/
Date:	10/02/2012

Total Attachments: 14

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**GRANT OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of September 28, 2012, 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, a Lender, the Administrative Agent, Sole Lead Arranger and Sole Bookrunner (each as defined in the Loan Agreement listed below) (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Loan Agreement listed below). 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 Amended and Restated 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, and the lenders party thereto (collectively, the "Lenders" and, together with the Administrative Agent, the "Secured Parties"), the Lenders have agreed to make certain financial accommodations to the Borrower (as defined in the Loan Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Amended and Restated Intellectual Property Security Agreement of even date herewith in favor of Administrative Agent (the "IP Security Agreement"), Administrative Agent may require that each 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, each 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. Each 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 such Grantor's entire right, title and interest in, to and under the following property and rights of such Grantor, whether now owned and existing or hereafter created, acquired or arising, in each case, to the extent not constituting Excluded Property (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 such Grantor's business connected with and symbolized by the Trademarks;
- (c) the Licenses, including, without limitation, those listed on Schedule C hereto;
- (d) the goodwill of such Grantor's business connected with and symbolized by the Trademarks;

(e) 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;

(f) any and all amendments, renewals, extensions, reissuances and replacements of any of the Intellectual Property Collateral; and

(g) any and all products and proceeds of any of the foregoing, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) 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), (b) and (c) 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 each 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 New York.

Signatures Appear on Next Page

IN WITNESS WHEREOF, the parties hereto have executed this Grant Of Security Interest In Intellectual Property, 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.

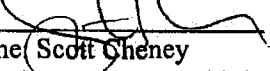
OLSON + CO., INC.

By: 
Name: Scott Cheney
Title: Chief Financial Officer and Treasurer

Address and Facsimile Number:

420 North Fifth Street, Suite 1000
Minneapolis, MN 55401
Attention: Scott Cheney
Facsimile No.: (612) 215-9801

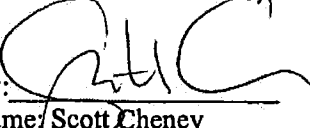
OCO HOLDINGS, INC.

By: 
Name: Scott Cheney
Title: Treasurer and Chief Financial Officer

Address and Facsimile Number:

420 North Fifth Street, Suite 1000
Minneapolis, MN 55401
Attention: Scott Cheney
Facsimile No.: (612) 215-9801

BONFIRE PARTNERS, L.L.C.

By: 
Name: Scott Cheney
Title: Senior Vice President

Address and Facsimile Number:

420 North Fifth Street, Suite 1000
Minneapolis, MN 55401
Attention: Scott Cheney
Facsimile No.: (612) 215-9801

Each with a copy to:

c/o KRG Capital Partners, L.L.C.
1800 Larimer Street, Suite 2200
Denver, CO 80202
Attention: Colton J. King

Facsimile No.: (303) 390-5015

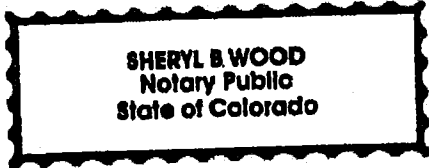
And a copy to:

Hogan Lovells US LLP
One Tabor Center
1200 Seventeenth Street, Suite 1500
Denver, CO 80202
Attention: Keith A. Trammel
Facsimile No.: (303) 899-7333

ACKNOWLEDGMENT

STATE OF Colorado :
 : SS
COUNTY OF Denver :

Before me, the undersigned, a Notary Public, on this 26 day of September, 2012, personally appeared Scott Cheney to me known personally, who, being by me duly sworn, did say that he/she is the CEO and Treasurer of OLSON + CO., INC. and that said Grant Of Security Interest In Intellectual Property was signed on behalf of OLSON + CO., INC. by authority of its directors, and the said CEO and Treasurer acknowledged said instrument to be his/her free act and deed.



Sheryl B. Wood

Notary Public

My Commission Expires: 3.30.2016

ACKNOWLEDGMENT

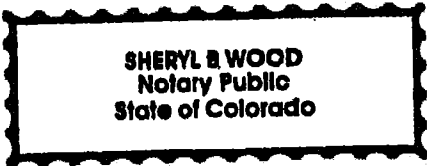
STATE OF Colorado :
 : SS
COUNTY OF Denver :

Before me, the undersigned, a Notary Public, on this 26 day of September, 2012, personally appeared Scott Cheney to me known personally, who, being by me duly sworn, did say that he/she is the Treasurer and CFO of OLSON HOLDINGS, INC. and that said Grant Of Security Interest In Intellectual Property was signed on behalf of OLSON HOLDINGS, INC. by authority of its directors, and the said Treasurer and CFO acknowledged said instrument to be his/her free act and deed.

Sheryl B. Wood

Notary Public

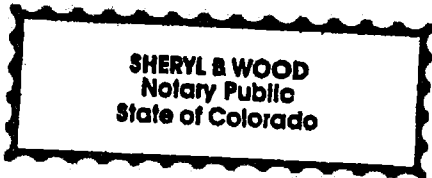
My Commission Expires: 3-30-2016



ACKNOWLEDGMENT

STATE OF Colorado :
 : SS
COUNTY OF Denver :

Before me, the undersigned, a Notary Public, on this 26 day of September, 2012, personally appeared Scott Cheney to me known personally, who, being by me duly sworn, did say that he/she is the Senior Vice President of BONFIRE PARTNERS, L.L.C. and that said Grant Of Security Interest In Intellectual Property was signed on behalf of BONFIRE PARTNERS, L.L.C. by authority of its members, and the said Senior Vice President acknowledged said instrument to be his/her free act and deed.



Sheryl B. Wood

Notary Public

My Commission Expires: 3.30.2016

SCHEDULE A

A. Copyrights

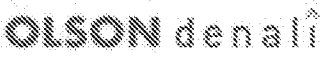

None.

B. Unregistered Copyrights

- That certain Software as defined in the Tally Software License Agreement – Restated between JCA Computer Associates, Inc. and OLSONdenali, dated January 27, 2010, as amended by the Amendment No. 1 to Tally Software License Agreement – Restated, dated May 28, 2010.

SCHEDULE B

A. Registered Trademarks

Trademark Schedule:			
Name of Owner	Trademark	Reg. / Appl. #	Reg. / Appl. Date
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

B. Unregistered Trademarks and Service Marks

1. “Tracking Loyalty”

Domain Names:

Domain Name	Expiration	Owner
Bankitville.com	11/19/2010	Borrower
Bankitville.net	11/19/2010	Borrower
Bankitville.org	11/19/2010	Borrower
Bonfireadvertising.com	05/15/2017	Borrower
Bonfirebranding.com	05/15/2017	Borrower
Bonfirebrands.com	05/15/2017	Borrower
Bonfirecrm.com	05/15/2017	Borrower
Bonfireloyalty.com	05/15/2017	Borrower
Bonfireresearch.com	05/15/2017	Borrower
Chinetcasuals.com	10/12/2010	Borrower
Chinetcutcrystal.com	10/12/2010	Borrower
Chinetmom.com	10/12/2010	Borrower
Chinetoccasions.com	10/12/2010	Borrower
Chinetpaperplate.com	10/12/2010	Borrower
Chinetparties.com	10/12/2010	Borrower
Chinetstrong.com	10/12/2010	Borrower
Clubchinet.com	10/12/2010	Borrower
Connectonesweepstakes.com	06/04/2011	Borrower
Creativegala.com	10/31/2011	Borrower
Denali-olson.com	05/13/2012	Borrower

Denali-olson.net	05/13/2012	Borrower
Denaliolson.com	05/13/2012	Borrower
Denaliolson.net	05/13/2012	Borrower
Hey-ray.com	03/29/2011	Borrower
John-olson.com	02/19/2011	Borrower
Johnolson.me	2/19/2011	Borrower
Johnolson.mobi	02/19/2011	Borrower
Kfulla.com	04/05/2011	Borrower
Lifeisserved.com	10/12/2010	Borrower
Medicareplanchanges.com	10/29/2010	Borrower
Medicareplanreview.com	10/29/2010	Borrower
Nikebauerid.com	02/12/2011	Borrower
Noslo.com	05/06/2011	Borrower
Oco.com	07/06/2017	Borrower
Ocointeractive.com	04/05/2011	Borrower
Olson-denali.com	05/13/2012	Borrower
Olson-denali.net	05/13/2012	Borrower
Olsonad.com	05/15/2017	Borrower
Olsonadvertising.com	05/23/2011	Borrower
Olsonandcompany.com	04/25/2011	Borrower
Olsonbrand.com	05/23/2011	Borrower
Olsonbrandacademy.com	08/07/2017	Borrower
Olsonbrands.com	09/26/2018	Borrower
Olsondenali.com	05/13/2012	Borrower
Olsondenali.net	05/13/2012	Borrower
Olsondenaliadvertising.com	05/13/2012	Borrower
Olsondenaliadvertising.net	05/13/2012	Borrower
Olsondenalimarketing.com	05/13/2012	Borrower
Olsondenalimarketing.net	05/13/2012	Borrower
Olsongreetings.com	11/16/2011	Borrower
Olsoninteractive.com	04/05/2011	Borrower
Olsonoterns.com	03/31/2011	Borrower
Olsonpublicrelations.com	05/15/2017	Borrower
Strongplate.com	10/12/2010	Borrower
Thebrandlab.org	09/08/2013	Borrower
denalimarketing.com	06/07/2013	OLSONdenali
bonfirepartners.com	01/03/2013	OLSONdenali
denalimarketing.net	11/02/2010	OLSONdenali

SCHEDULE C

License Agreements, to the extent of Grantor's rights therein

1. Tally Software License Agreement – Restated between JCA Computer Associates, Inc. and OLSONdenali, dated January 27, 2010, as amended by the Amendment No. 1 to Tally Software License Agreement – Restated, dated May 28, 2010.
2. Business and Intellectual Property Agreement between OLSONdenali and JCA Computer Associates, Inc., dated April 26, 2007.
3. jReward License Agreement among Bill Jansen, OLSONdenali and Schoeneckers, Inc. d/b/a BI, dated July 1, 2008.
4. Master Software License & Information Technology Services Agreement between Travel Rewards, Inc. and OLSONdenali, dated January 20, 2009 (hereinafter referred to as the “Travel Rewards Master Agreement”).
5. Schedule to Travel Rewards Master Agreement regarding Reward Fulfillment, dated July 20, 2009.
6. Schedule to Travel Rewards Master Agreement regarding Loyalty Systems Replacement, dated February 2, 2009.
7. Master Services Agreement between MGM MIRAGE Operations, Inc. and OLSONdenali, dated October 15, 2008.
8. Loyalty Program Management Services Agreement between Regis Corporation and OLSONdenali, effective July 1, 2009.

Software Licensed by Borrower:

Application	# of Licenses
Lotus Domino Collaboration Express	190
Advantage	55 power, 20 time only
JIRA Enterprise Commercial License	1
Bamboo Standard	Unlimited local agents, 1 remote agent
Microsoft Office Professional	250
Microsoft Windows Vista Business	100
Microsoft Core CALs	250
Microsoft Exchange Server Standard	1
Microsoft Office SharePoint Server	1
Microsoft Windows Server Enterprise	12
Microsoft Windows Terminal Server CALs	120
Microsoft SQL Server Standard	1
Microsoft SQL Server Enterprise	1
Microsoft Visual Studio Professional with MSDN Premium	1
Microsoft Visual Studio Professional with MSDN Professional	2

Microsoft Project 2003	5
Microsoft Visio Professional 2003	10
Microsoft System Management Server Client ML	1 server, 250 clients
Adobe Acrobat Professional - Windows	11
Adobe Acrobat Professional - Mac	50
Adobe CS4 Design Premium Mac	68
Adobe CS4 Master Collection Mac	20
Adobe Flash Builder Mac	5
Adobe CS3 Master Collection Mac	20
Adobe CS3 Design Premium	28
Adobe CS3 Design Standard	15
Adobe Fireworks CS3 Mac	28
Adobe FlexBuilder 3	6
Adobe FlexBuilder 2 Mac	5
Adobe FontFolio 11	20
Adobe ColdFusion Standard 8	2
iWork 08	5
iWork 09	3
Extensis Universal Type Server	1 server, 60 clients
Casper Suite	165
Mac OS X Server Unlimited Users	3
Media Beacon	100
Whats Up Gold Premium	100
Apple FinalCut Studio	4
Veenix TypeBook Creator - Studio	1
Gskinner Spelling Plus Library Source Site License	1
Flip4Mac WMV Studio Pro HD	3
Genuine Fractals 6 Professional Edition - Full	1
ReSharper 4.5 C# Edition Commercial License	1
Charles Site License	1
Parallels 4 Desktop for Mac	2
Swift 3D	1
Sophos Endpoint Security and Control	200
VMWare Midsized Acceleration Kit	6 CPUs
Commvault iData Agent for Windows Class File System	10
Commvault iData Agent for Lotus Notes Database on MS Windows	2
Commvault iData Agent for Lotus Notes Document on MS Windows	2
Commvault iData Agent for Microsoft SQL Server	2
Commvault Library Control Module	1
Commvault MediaAgent for Microsoft Windows	1

Commvault iData Agent for Linux File System	1
Commvault iData Agent for Active Directory	1
Commvault iData Agent for Apple Macintosh File System	1
Commvault Media Agent Direct to Disk Option (DDO)	1
Commvault Data Verification	1
Commvault Data Multiplexing	1
Commvault Content Addressed Storage	1
Commvault Commcell Readiness Check	1
Commvault Advanced File System iDA Options	1
Commvault Client Groups	1
Commvault Advanced Copy Features	1
Commvault Advanced Media Management Features	1
Commvault Vault Tracker	1
Commvault Single Instance Store	1
Commvault Directory Service Integration	1
Snapz Pro	3
Transmit	25
DVDxDV Pro	1
InTools for InDesign	1
FusionReactor	1
Milennium	5
BNA Fixed Assets	1
DiskWarrior	1
File Salvage 5	1
Triple Triangle	10
SnagIt Multiuser	10
EvoCam	1
OmniGraffle 5 Professional	5
ScreenTime for Flash	1
GetDataBack for NTFS	1
Live 6	2
Corel Painter Essentials 4	1
CorelDRAW Graphics Suite X3 Full	1
Paint Shop Pro X2	2
Alienskin Splat!	2
SpinRite 6	1
MovieMagic Screenwriter 6	1
DoubleTake for Windows Server Edition	2
JAWS Standard	1
Trapcode Particular	2
VisualSVN Corporate License Full Version	3

Visual Paradigm for UML 6.4 Enterprise Edition	1
Lenscare for After Effects	4
Merlin 2	1
Blackberry Enterprise Server CALs	70