

03-22-2002

Docket No.:

0000955.002



Tab settings

To the Honorable Commissioner of Patents

102027905

attached original documents or copy thereof.

1. Name of conveying party(ies):

Meridian Enterprises Corporation; Gravtec, Inc.; Applied Insight, L.L.C.

945 Hornet Drive, Hazelwood MO 63042-2309

2-26-02

- Individual(s)
- General Partnership
- Corporation-State **MO**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **August 9, 2001**

2. Name and address of receiving party(ies):

Name: **Cole Taylor Bank**

Internal Address:

Street Address: **111 West Washington Street, Suite 400**

City: **Chicago** State: **IL** ZIP: **60602**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **IL**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from this form)
Additional name(s) & address(es) Yes No

OFFICE OF PUBLIC RECORDS
2002 FEB 26 PM 12:05
FINANCE SECTION

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

~~76/279,019~~

see attached

Additional numbers

B. Trademark Registration No.(s)

see attached

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **L. Daniel Liutikas**

Internal Address: **Much Shelist Freed Denenberg**

Ament & Rubenstein, P.C.

Street Address: **200 North LaSalle Street, Suite 2100**

City: **Chicago** State: **IL** ZIP: **60601**

6. Total number of applications and registrations involved:.....

22

7. Total fee (37 CFR 3.41):.....\$ **\$565.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

134825

DO NOT USE THIS SPACE

03/21/2002 DBYRNE 00000209 134825 76279019

01 FEB 18 40.00 CH
029 PCS 188 Payment and Signature

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.

L. Daniel Liutikas

Name of Person Signing

Signature

February 26, 2002

Date

Total number of pages including cover sheet, attachments, and

13

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF AUGUST 9, 2001

See attached.

Trademarks (Class 35)			
Mark	Goods/Services	Country	Status
World of Rewards	Promoting the sale of goods and services of others by awarding purchase points for credit or debit card use.	U.S.	Issued
		Registration #2,177,352	
Incenticard	Promoting the sale of goods and services of others by awarding purchase points for credit or debit card use.	U.S.	Issued
		Registration #2,097,360	
Award Partners	Promoting the sale of goods and services of others by awarding purchase points for credit or debit card use.	U.S.	Issued
		Registration #2,179,182	
Incenticard	Promoting the sale of goods and services of others by awarding purchase points for credit or debit card use.	Canada	Issued
		Registration #533741	
Award Partners	Promoting the sale of goods and services of others by awarding purchase points for credit or debit card use.	Canada	Issued
		Registration #535544	
World of Rewards	Promoting the sale of goods and services of others by awarding purchase points for credit or debit card use.	Canada	Registered
		Registration #518801	
Merlin	Administering incentive programs, promotional marketing, frequency marketing programs and loyalty marketing programs	U.S.	Pending
		Serial #75661,642	
Misc. Design (Merlin Logo)	Administering incentive programs, promotional marketing, frequency marketing programs and loyalty marketing programs	U.S.	Pending
		Serial #75661,892	
Misc. Design (Merlin Logo)		Canada	Pending
		Serial #1029073	

Trademarks (Class 35)				
Mark	Goods/services	Country	Number	Status
Merlin		Canada	Serial #1028918	Pending
Misc. Design (Merlin Logo)	Administering incentive programs, promotional marketing, frequency marketing programs and loyalty marketing programs	European Community	Serial #1311455	Issued
Merlin	Administering incentive programs, promotional marketing, frequency marketing programs and loyalty marketing programs	European Community	Serial #1311356	Issued
Meridicard	For Administering a Sales Incentive Marketing Program for the purpose of businesses increasing sales or rewarding participants; incentive award services such as administering a sales incentive marketing program for the purpose of businesses increasing sales or awarding participants	Canada	Registration #411812	Registered
Meridicard	For incentive award services; administration of sales incentive marketing programs for the purpose of increasing sales and/or rewarding participants; all other services in this class	United Kingdom	Registration #1481186	Registered
Meridian	For designing sales incentive marketing programs whereby businesses are able to increase their sales or reward employees, dealers or customers	U.S.	Registration #1505067	Registered
Meridicard	For administering a sales incentive marketing program for the purpose of businesses increasing sales or rewarding participants	U.S.	Registration #1526070	Registered
Meridicard (Stylized)	For administering a sales incentive marketing program for the purpose of businesses increasing sales or rewarding participants	U.S.	Registration #1685550	Registered
Gorilla Rewards		U.S.	76/279,019	In Process

TRADEMARK

REEL: 002466 FRAME: 0789

Trademarks (Class 35)

Mark	Goods/Services	Country	Number	Status
QM Dividends	Providing services in the nature of consumer loyalty programs utilizing awards to provide an incentive to patronize designated merchants, and not related to quality management	U.S.	Serial #75:563,267	Allowed
Our Expression of Thanks	Providing services in the nature of consumer loyalty programs utilizing awards to provide an incentive to patronize designated merchants.	U.S.	Serial #75:563,297	Allowed
QM Dividends (Stylized)	Providing services in the nature of consumer loyalty programs utilizing awards to provide an incentive to patronize designated merchants, and not related to quality management.	U.S.	Serial #75:563,297	Allowed
Personal Marketplace	Services in the nature of providing information regarding consumer loyalty incentive programs	U.S.	Serial #75:855,653	Allowed
Applied Insight	Services in the nature of providing information regarding consumer loyalty incentive programs	U.S.	Serial #75:855,654	Allowed
Motivational Engineering	Services in the nature of providing information regarding consumer loyalty incentive programs.	U.S.	Serial #75:854,901	Pending
Circle of Loyalty	Conducting incentive award programs and loyalty marketing programs to promote customer loyalty by rewarding customers for directing their purchasing to sponsoring companies.	U.S.	Serial #75:872,270	Allowed
QM	Providing services in the nature of consumer loyalty programs utilizing awards to provide an incentive to patronize designated merchants.	U.S.	Serial #75:876,745	Allowed

TRADEMARK

Trademarks (Class 35)			
Mark	Goods/Services	Country	Status
Gravtec i2i Information 2 Innovation Gravtec		U.S.	Pending
		U.S.	Pending
Information 2 Innovation i2i		U.S.	Pending
		U.S.	Pending
i2i & Design		U.S.	Pending
		U.S.	Pending

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of August 9, 2001 (the "Effective Date") made by MERIDIAN ENTERPRISES CORPORATION, a Missouri corporation ("Meridian"), GRAVTEC, INC., a Missouri corporation ("Gravtec"), and APPLIED INSIGHT, L.L.C., a Missouri limited liability company ("Applied Insight") (Meridian, Gravtec and Applied Insight are collectively referred to as "Grantor"), in favor of COLE TAYLOR BANK, a national banking association ("Secured Party").

RECITALS

A. Simultaneously with the execution and delivery of this Agreement, Grantor has entered into a Loan and Security Agreement with Secured Party dated as of the Effective Date (as amended, supplemented, restated, or modified from time to time and including any agreement extending the maturity of, refinancing or otherwise restructuring all or any portion of the obligations of the Grantor under such agreement or any successor agreement, the "Loan Agreement").

B. Secured Party has required, as a condition, among others, to the making of any loans or other extensions of credit under the Loan Agreement, that Grantor execute and deliver this Agreement to Secured Party.

CLAUSES

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Defined Terms.**

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Incorporation of Recitals.** The recitals set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. **Incorporation of the Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. **Security Interest in Trademarks.** To secure the prompt and complete payment, performance and observance when due (whether at stated maturity, by acceleration of otherwise) of all Obligations, and to induce Secured Party to enter into the Loan Agreement and

to make the Loans provided for therein in accordance with the respective terms thereof, Grantor hereby grants to Secured Party a security interest in and having priority over all other security interests (other than Permitted Liens), with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the United States federally registered trademarks, trademark applications, service marks and service marks applications listed on Schedule A 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 under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, (iii) the right to sue for past, present and future infringements and (iv) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interests in any trademark license agreements or service mark licensing agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements or service mark licensing agreements listed on Schedule B attached hereto and made a part hereof, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses, but excluding any trademark license agreements or service mark licensing agreements if (and solely to the extent and for so long as) such trademark license agreements or service mark licensing agreements, as the case may be, expressly prohibits such Grantor from granting any Lien thereon (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. **Restrictions on Future Agreements.** Grantor will not, without Secured Party's prior written consent (not to be unreasonably withheld), enter into any agreement, including, without limitation, any license agreement which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which could reasonably be expected to affect in any material respect the validity or enforcement of the rights granted to Secured Party under this Agreement.

6. **New Trademarks and Licenses.** Grantor represents and warrants that, as of the Closing Date, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) other than Permitted Liens, no liens thereon have been granted by Grantor to any Person other than Secured Party. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications,

trademark licenses or trademark license renewals, whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Grantor shall give to Secured Party written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby undertakes to modify and update (i) Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and (ii) Schedule B to include any future trademark license agreements or service mark license agreements which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6. Grantor hereby authorizes Secured Party to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trademark license agreements and service mark license agreements.

7. **Royalties.** Grantor hereby agrees that the use by Secured Party of the Trademarks and Licenses as authorized hereunder in connection with Secured Party's exercise of its rights and remedies under paragraph 14 hereof and under Section 10 of the Loan Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Secured Party to Grantor.

8. **Further Assignments and Security Interests.** To the extent prohibited by the Loan Agreement, Grantor agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Secured Party.

9. **Nature and Continuation of Secured Party's Security Interest; Termination of Secured Party's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been indefeasibly paid and satisfied in full and the Loan Agreement and all of the other Loan Documents have terminated pursuant to the respective terms and provisions thereof. When this Agreement has terminated, Secured Party shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Secured Party's security interest in the Trademarks and Licenses, and to record the termination of any such security interests with any governmental body, subject to any disposition thereof which may have been made by Secured Party pursuant to this Agreement.

10. **Secured Party's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Secured Party shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and Licenses and, if Secured Party shall commence any such suit, Grantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents reasonably required by Secured Party in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Secured Party for all reasonable costs and expenses incurred by Secured Party in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Secured Party).

11. **Waivers.** Failure by Secured Party at any time or times hereafter to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Secured Party thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Secured Party have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Secured Party unless such suspension or waiver is in writing signed by an officer of Secured Party and directed to Grantor specifying such suspension or waiver.

12. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney after Event of Default.** Grantor hereby irrevocably designates, constitutes and appoints Secured Party (and all Persons designated by Secured Party in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, with full power of substitution, and authorizes Secured Party and any of Secured Party's designees, in Grantor's or Secured Party's name, upon the occurrence and during the continuance of an Event of Default and the giving by Secured Party of notice to Grantor of Secured Party's intention to enforce its rights and claims against Grantor, to take any action and execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Secured Party deems in its best interests. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement and each of the other Loan Documents shall have terminated pursuant to the respective terms and provisions thereof. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, the Loan Agreement and any of the other Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by Secured Party to exercise any of its remedies under the UCC with respect to the Trademarks

and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Secured Party or any transferee of Secured Party and to execute and deliver to Secured Party or any such transferee all such agreements, documents and instruments as may be necessary, in Secured Party's sole discretion, to effect such assignment, conveyance and transfer (without further recourse against Grantor by reason of such assignment, conveyance and transfer). All of Secured Party's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Secured Party may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least five (5) Business Days before such disposition; provided, that Secured Party may give any shorter notice that is commercially reasonable under the circumstances.

15. **Successors and Assigns.** This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor and shall, together with the rights and remedies of Secured Party, inure to the benefit of Secured Party and its respective successors and assigns.

16. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communications shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given (and deemed to have been given) in the manner and to the respective addresses set forth in Section 13.01 of the Loan Agreement. Failure or delay in delivering copies of any such notice, demand, request, consent, approval, declaration or other communication to any Persons designated in the Loan Agreement to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

17. **GOVERNING LAW.** THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES.

18. **Section Titles.** The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto 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. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.


20. **Merger.** This Agreement and the Loan Documents represent the final agreement of Grantor and Secured Party with respect to the matters contained herein and may

not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Grantor and Secured Party.

IN WITNESS WHEREOF, Secured Party and Grantor have each caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

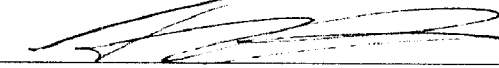
MERIDIAN ENTERPRISES CORPORATION, a Missouri corporation

By: 
Samuel G. Toumayan
Its: President

GRAVTEC, INC., a Missouri corporation

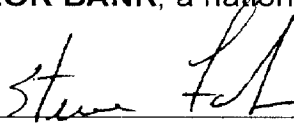
By: 
Samuel G. Toumayan
Its: President

APPLIED INSIGHT, L.L.C., a Missouri limited liability company

By: 
Samuel G. Toumayan
Its: President

ACCEPTED AND AGREED TO AS OF THE 9 DAY OF AUGUST, 2001.

COLE TAYLOR BANK, a national banking association

By: 
Its: SVP

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF AUGUST 9, 2001**

None.

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing Trademark Security Agreement was acknowledged before me this ____ day of August, 2001 by Samuel G. TUMAYAN, the President of MERIDIAN ENTERPRISES CORPORATION, a Missouri corporation, on behalf of such corporation.

Barbara Ann Trice
Notary Public
St. Louis County, MO

My commission expires: September 29, 2002

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing Trademark Security Agreement was acknowledged before me this ___ day of August, 2001 by Samuel G. Drummond, the President of **GRAVTEC, INC.**, a Missouri corporation, on behalf of such corporation.

Barbara Ann Trice
Notary Public
St. Louis County, MO

My commission expires: September 29, 2002

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing Trademark Security Agreement was acknowledged before me this ___
day of August, 2001 by Samuel G. Thompson, the President of APPLIED
INSIGHT, L.L.C., a Missouri limited liability company, on behalf of such limited liability company.

Barbara Ann Trice
Notary Public,
St. Louis County MO

My commission expires: September 29, 2002

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this ___ day of August, 2001, by STEVE FANSLER, the SENIOR VICE PRES. of COLE TAYLOR BANK, a national banking association, on behalf of such banking association.

Linda M. Godlewski

Notary Public

COOK County, IL

My commission expires: July 14, 2005

