

04-18-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

102059024

ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Dennis Garberg and Associates, Inc. f/k/a Sunflower Marketplace Solutions, L.L.C.

4-18-02

- Individual(s), General Partnership, Corporation - State Kansas, Other

Additional name(s) of conveying party(ies) attached? Yes No

- Nature of conveyance: Assignment, Security Agreement, Other 75/433,308

Execution Date: Reel#002215 Frame#0745 Filed: January 1, 2001

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

A. Trademark Application No.(s) 75/443,308

2. Name and address of receiving party(ies): LaSalle Bank National Association, One Metropolitan Square, 211 N. Broadway, Ste 2140, St. Louis, MO 63102

- Individual(s) citizenship, Association USA, General Partnership, Limited Partnership, Corporation-State, Other

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

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Linda Tiller, Internal Address: Blackwell Sanders Peper Martin LLP, Street Address: 2300 Main, Suite 1000, City: Kansas City State: MO Zip: 64108

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account

If insufficient, please debit Deposit Account Number 8. Deposit account number: 11-0160

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement 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.

Handwritten signature of Linda Tiller and date 4/16/02

Name of Person Signing Linda Tiller

04/16/2002 DBYRNE 00000249 75443308 01 FC:441

40.00 Total number of pages including cover sheet, attachments and documents 23

Mail documents to be recorded with required cover sheet information to: United States Patent and Trademark Office, Attn: Assignment Division, CG 4, 3rd Floor, 1213 Jefferson Davis Hwy Arlington, VA 22202

TRADEMARK REEL: 002485 FRAME: 0760



01-03-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #22

101588171
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 1-3-01

Resubmission (Non-Recordation)

Document ID #

Correction of PTO Error

Reel # Frame #

Corrective Document

Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1)

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

City State/Country Zip Code

Individual General Partnership Limited partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area code and Telephone Number

816-983-8000

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document # including any attachments.

16

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s) SEE ATTACHMENT

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<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

18

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$465.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

If insufficient, please debit Deposit Account Number: # 11-0160

Authorization to charge additional fees: Yes No

Statement 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. Charges to deposit account are authorized, as indicated herein.

Linda Tiller

Name of Person Signing

Signature

Date

REGISTERED MARKS

Mark	Registration Number	Date of Registration
THE SUNFLOWER GROUP	1,596,755	5-15-1990
SUNFLOWER	1,655,747	9-3-1991
SAMPLESERT	1,882,456	3-7-1995
SAMPLE - IN - THE - BAG	1,883,189	3-7-1995
SUNFLOWER SELECT SAMPLING	1,900,825	6-20-1995
SUNFLOWER FLIGHT PLAN	1,900,826	6-20-1995
MEDIA MASTERS	1,902,936	7-4-1995
S ³ (Stylized)	1,908,721	8-1-1995
SAMPLEPOUCH	1,937,553	11-21-1995
CASES	1,897,701	6-6-1995*
SUNFLOWER MARKETPLACE SOLUTION	1,959,565	3-5-1996*
NEWSROUTE	2,089,387	8-19-1997
SUNSET SAMPLING	2,315,379	2-8-2000
SITELINKPLUS	2,344,814	4-25-2000

PENDING APPLICATIONS

Mark	Serial Number	Date of Filing
FREESAMPLECLUB	75/350,214	9-2-1997
BILLBOARDBAG	75/433,308	3-2-1998
FASTBAG	75/796,063	9-10-1999
THINK OUTSIDE THE BAG	75/796,691	9-13-1999

* These marks concurrently being assigned by Sunflower Marketplace Solutions, L.L.C. to Dennis Garberg & Associates

COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS (this "Agreement") is entered into as of October 13, 2000, by and between Dennis Garberg and Associates, Inc., a Kansas corporation ("Assignor"), and LaSalle Bank National Association ("Assignee").

In consideration of the mutual agreements below and other sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **General.** Unless the context of this Agreement clearly requires otherwise, (i) references to the plural include the singular and vice versa, (ii) references to any Person include such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, (iii) references to one gender include all genders, (iv) "including" is not limiting, (v) "or" has the inclusive meaning represented by the phrase "and/or", (vi) the words "hereof", "herein", "hereby", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole, including its Exhibits, and not to any particular provision of this Agreement, (vii) the word "Section" or "section" and "Page" or "page" refer to a section or page, respectively, of this Agreement unless it expressly refers to something else, (viii) reference to any agreement, document, or instrument, including this Agreement, any other Loan Document and any agreement, document or instrument defined herein, means such agreement, document, or instrument as it may have been or may be amended, restated, extended, renewed, replaced, or otherwise modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, and includes all attachments thereto and instruments incorporated therein, if any, and (ix) general and specific references to any Law means such Law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time. Section captions are for convenience only and do not affect the interpretation or construction of this Agreement.

2. **Defined Terms.** All capitalized terms not otherwise defined herein have the meanings given them in that certain Loan Agreement of even date herewith by and between Assignor (sometimes referred to herein as "Borrower"), and Assignee (as amended, modified, restated and/or replaced from time to time, the "Loan Agreement"). Capitalized terms used and not otherwise defined herein or in the Loan Agreement have the meanings given them in the UCC.

3. **Assignment of Trademark Collateral.** As security for the full and prompt payment and performance of all of the Loan Obligations (collectively, the "Secured Obligations"), Assignor hereby grants, assigns and conveys to Assignee a Security Interest in Assignor's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of Assignor's right, title and interest in and to all of its now owned or existing, filed and unfiled, and hereafter acquired or arising, filed and unfiled, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including each name, mark, registration, and application listed on Schedule A attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights, title, and interests corresponding thereto throughout the world, and (v) the good will of Assignor's business connected with the use of each item of Trademark Collateral, and symbolized by, the Trademark Collateral.

4. Representations and Warranties. Assignor represents and warrants as follows:

4.1. Schedule A contains a complete and accurate list of all trademarks, trade names, service marks, trademark and service mark registrations, and applications for trademark or service mark registrations owned by Assignor.

4.2. Assignor is the sole and exclusive owner of the Trademark Collateral, free and clear of any Security Interests, charges, claims of infringement upon the rights of third parties and Encumbrances, except as otherwise disclosed in Schedule A.

4.3. Assignor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral, except as contemplated in the Loan Agreement or as otherwise disclosed in Schedule A.

4.4. The Trademark Collateral is subsisting and has not been adjudged invalid or unenforceable, and, to Assignor's knowledge, each item comprising the Trademark Collateral is valid and enforceable in the United States.

4.5. Assignor is duly authorized to execute and deliver this Agreement to Assignee, and this Agreement constitutes the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

5. Further Assurances.

5.1. Assignor agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary in order (i) to continue, perfect, amend or protect the assignment and the Security Interest granted hereby or (ii) to enable Assignee to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, Assignor will execute and file such licenses, financing or continuation statements, amendments hereto, and such other instruments or notices as may be necessary or desirable, or as Assignee may reasonably request, in order to perfect and preserve the assignment and Security Interest granted hereby.

5.2. Assignor hereby authorizes Assignee to file one or more financing or continuation statements, and amendments thereto (and hereto as to Schedule A), relative to all or any part of the Trademark Collateral, or subsequent additions thereto, without the signature of Assignor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof is sufficient as a financing statement where permitted by law.

5.3. Assignor agrees that, should it obtain an ownership interest in any trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration which is not now identified in Schedule A, (i) Assignor will give prompt written notice thereof to Assignee, (ii) the provisions of Section 3 will automatically apply to any such mark, registration, or application, and (iii) any such mark, registration, or application, together with the good will of the business connected with the use of the mark and symbolized by it, will automatically become part of the Trademark Collateral.

5.4. With respect to any Trademark Collateral necessary to the conduct of Assignor's business, Assignor agrees to take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision

thereof, or in any court, to maintain each registered trademark, service mark, and trademark or service mark registration, and to pursue each application for trademark or service mark registration now or hereafter included in the Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and participation in opposition, interference and infringement proceedings. To the extent necessary or desirable to the conduct of its business, Assignor agrees to take corresponding steps with respect to each new or other registered trademark, service mark, trademark or service mark registration to which Assignor is now or later becomes entitled. Assignor will be relieved of the obligations of this Section 5.4 upon the prior written consent of Assignee, which consent will not be unreasonably withheld.

5.5. If Assignor becomes aware that any item of the Trademark Collateral necessary to the conduct of Assignor's business is infringed or misappropriated by a third party, Assignor will promptly notify Assignee and will promptly sue for infringement or misappropriation and for recovery of all damages caused by such infringement or misappropriation, or, with the prior written consent of Assignee, which consent will not be unreasonably withheld, will take such other actions as Assignor deems appropriate under the circumstances to protect such Trademark Collateral.

5.6. Assignor will continue to use reasonable and proper statutory notice in connection with its use of each registered trademark or service mark.

6. **Transfers and Other Security Interests.** Assignor will not: (i) sell, assign (by operation of law or otherwise), grant a license in or with respect to, or otherwise dispose of any of the Trademark Collateral, except as permitted by the Loan Agreement, (ii) create or suffer to exist any Security Interest or other change upon or with respect to any of the Trademark Collateral except as otherwise disclosed in Schedule A, or as otherwise permitted by the Loan Agreement, or (iii) take any other action in connection with any of the Trademark Collateral necessary to the conduct of Assignor's business that would impair the value of the interests or rights of Assignor thereunder.

7. **Assignee Appointed Attorney-in-Fact.** Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact, with full authority in Assignor's place, stead and on behalf of Assignor and in Assignor's name or otherwise, from time to time in Assignee's reasonable discretion, to take any action and to execute any instrument that Assignee deems reasonably necessary to accomplish the purposes of this Agreement, after the occurrence of an Event of Default: (i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral, (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) above, and (iii) to file any claims, take any action, or institute any proceedings that Assignee may deem necessary for the collection of any of the Trademark Collateral or otherwise to enforce the rights of Assignee with respect to any of the Trademark Collateral.

8. **Assignee May Perform.** If Assignor fails to perform any of the obligations contained herein, Assignee may perform, or cause performance of, such obligations, and the expenses of Assignee incurred in connection therewith will be payable by Assignor pursuant to the terms of this Agreement.

9. **Assignee's Duties.** The powers conferred on Assignee hereunder are solely to protect its interest in the Trademark Collateral and do not impose any duty upon Assignee to exercise any such powers or to pay any royalties or related charges with respect to the Trademark Collateral. Except for the accounting for moneys actually received by it hereunder, Assignee has no duty as to any Trademark Collateral, or as to the taking of any steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral.

10. Remedies. Upon the occurrence of any Event of Default which has not been waived by Assignee, in addition to all other rights and remedies of Assignee under the Loan Agreement, at law or in equity:

10.1. Assignee may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to Assignee, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral) and also may: (i) as provided in Section 7, exercise any and all rights and remedies of Assignor under or otherwise in respect of the Trademark Collateral, (ii) require Assignor to, and Assignor hereby agrees that it will at its expense and upon request of Assignee, assemble all or any part of the documents embodying the Trademark Collateral as directed by Assignee and make them available to Assignee at a place to be designated by Assignee which is reasonably convenient to both Assignee and Assignor, (iii) license, sell or otherwise dispose of the Trademark Collateral or any part thereof, in one or more lots, at public or private sale, at any of Assignee's offices or elsewhere, for cash, credit or other consideration, and upon such other terms as are commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the good will of the business connected with and symbolized by any Trademark Collateral subject to such disposition will be included, and Assignor will supply to Assignee or its designee Assignor's know-how and expertise relating to the provision of service associated with any Trademark Collateral subject to such disposition, and Assignor's customer lists and other records relating to such Trademark Collateral, and to the distribution of such services. To the extent notice to Assignor of the time and place of any public sale or the time after which any private sale is to be made is required to be reasonable, ten (10) Business Days constitutes reasonable notice. Assignee will not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Assignee may adjourn any public or private sale therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Assignee may bid and become a purchaser at any such sale, if public, and upon any such sale Assignee may collect, receive, and hold and apply, as provided herein, the proceeds thereof to the payment of the Secured Obligations, and assign and deliver some or all of the Trademark Collateral to the purchaser at any such sale. The proceeds from any such sale will be applied in accordance with the terms of the Loan Agreement.

10.2. All payments received by Assignor under or in connection with any of the Trademark Collateral will be received in trust for the benefit of Assignee, will be segregated from other funds of Assignor, and will be immediately paid over to Assignee in the same form as so received (with any necessary endorsement).

11. Releases. In the event all of the Secured Obligations have been fully and irrevocably paid, the Commitment has been canceled or terminated, all Letters of Credit have expired, and Assignee has no other commitment to extend credit or make advances to or for the account of Borrower, and Assignee has received a written request from Assignor in connection therewith to execute and deliver all applicable releases, deeds, assignments, and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademark Collateral, (collectively, the "Releases"), Assignee will, at Assignor's sole cost and expense (and Assignor will promptly reimburse Assignee for any fees and expenses, including legal fees and expenses, incurred in connection with the preparation, review, filing or recording of any such Releases) execute and deliver such Releases to the Person and address designated by Assignor in its notice within a commercially reasonable time after Assignee's receipt of such notice.

12. Survival of Provisions. All representations, warranties, and covenants of Assignor contained herein survive the execution and delivery of this Agreement, and terminate only upon the full and indefeasible payment of all of the Secured Obligations, cancellation or termination of the Commitment, expiration of all Letters of Credit, and when Assignee has no other commitment to extend credit or make advances to or for the account of Borrower.

13. Miscellaneous.

13.1. Notices. All notices, consents, requests and demands to or upon the respective parties hereto must be in writing, and will be deemed to have been given or made when delivered in person to those Persons listed on the signature pages of the Loan Agreement or when deposited in the United States mail, postage prepaid, or, in the case of telegraphic notice, or the overnight courier services, when delivered to the telegraph company or overnight courier service, or in the case of telex or telecopy notice, when sent, verification received, in each case addressed as set forth on the signature pages of the Loan Agreement, or to such other address as either party may designate by notice to the other in accordance with the terms of this Section. No notice given to or demand made on Assignor by Assignee in any instance entitles Assignor or Borrower to notice or demand in any other instance.

13.2. Amendments and Waivers. No amendment to, waiver of, or departure from full compliance with any provision of this Agreement, or consent to any departure by Assignor herefrom, will be effective unless it is in writing and signed by authorized officers of Assignor and Assignee; provided, however, that any such waiver or consent will be effective only in the specific instance and for the purpose for which given. No failure by Assignee to exercise, and no delay by Assignee in exercising, any right, remedy, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise by Assignee of any right, remedy, power or privilege hereunder preclude any other exercise thereof, or the exercise of any other right, remedy, power or privilege.

13.3. Rights Cumulative. Each of the rights and remedies of Assignee under this Agreement is in addition to all of its other rights and remedies under applicable Law, and nothing in this Agreement may be construed as limiting any such rights or remedies.

13.4. Successors and Assigns. This Agreement binds Assignor and its successors and assigns and inures to the benefit of Assignee, and Assignee's successors, transferees, participants and assignees. Assignor may not delegate or transfer any of its obligations under this Agreement without the prior written consent of Assignee. With respect to Assignor's successors and, assigns, such successors and assigns include any receiver, trustee or debtor-in-possession of or for Assignor.

13.5. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

13.6. Governing Law; No Third Party Rights. This Agreement is to be governed by and construed and interpreted in accordance with the internal Laws of the State of Illinois applicable to contracts made and to be performed wholly within such state, without regard to choice or conflicts of law principles. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other Person has any right, benefit, priority or interest under, or because of the existence of, this Agreement.

13.7. Counterparts. This Agreement may be executed by the parties hereto on any number of separate counterparts, and all such counterparts taken together constitute one and the same instrument. It is not necessary in making proof of this Agreement to produce or account for more than one counterpart signed by the party to be charged.

13.8. Counterpart Facsimile Execution. For purposes of this Agreement a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any Person thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party hereto, any facsimile or telecopy document is to be re-executed in original form by the Persons who executed the facsimile or telecopy document. No party hereto may raise the use of a facsimile machine or telecopier or the fact that any signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Section.

13.9. Final Expression; No Course of Dealing. This Agreement, together with the Loan Agreement, the other Loan Documents and any other agreement executed in connection herewith or therewith, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance or course of dealing rendered or taken under or with respect to this Agreement, the Loan Agreement or the other Loan Documents will not be relevant to determine the meaning of this Agreement, the Loan Agreement or the other Loan Documents even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

13.10. Negotiated Transaction. Assignor and Assignee each represent to the other that in the negotiation and drafting of this Agreement each has been represented by and has relied upon the advice of counsel of its choice. Each of Assignor and Assignee affirm that its counsel has had a substantial role in the drafting and negotiation of this Agreement; therefore, this Agreement will be deemed drafted by each of Assignor and Assignee, and the rule of construction to the effect that any ambiguities are to be resolved against the drafter will not be employed in the interpretation of this Agreement.

13.11. Attorney's Fees and Other Costs. Assignor will reimburse Assignee for all expenses incurred by Assignee in seeking to collect or enforce the Secured Obligations and any other rights under this Agreement or any of the other Loan Documents or under any other instrument, document or agreement evidencing or executed in connection with any of the Secured Obligations, including reasonable attorneys' fees and actual attorneys' expenses (whether or not there is litigation), court costs and all costs in connection with any proceedings under the United States Bankruptcy Code.

13.12. Assignment By Assignee. To the extent permitted in the Loan Agreement, Assignee may grant a participation interest in or assign or transfer to another Person any instrument, document or agreement evidencing any of the Secured Obligations and Assignee's rights under this Agreement, and may deliver all the property which is part of the Trademark Collateral and in its possession to the participant, assignee or transferee or to any Person acting as agent for Assignee.

13.13. CHOICE OF FORUM. Subject only to the exception in the next sentence, Assignor and Assignee hereby agree to the exclusive jurisdiction of the federal court of the Northern District of Illinois and the state courts of Illinois located in Cook County, Illinois or the City of Chicago, Illinois, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein, and agree that any dispute concerning the relationship between Assignor and Assignee or the conduct of any of them in connection with this Agreement or otherwise shall be heard only in the courts described above. Notwithstanding the foregoing: (1) Assignee shall have the right to bring any action or proceeding against Assignor or its property in any courts of any other jurisdiction Assignee deems necessary or appropriate in order to realize on the Trademark Collateral, any of the other Collateral, or other security for the Secured

Obligations, and (2) each of the parties hereto acknowledges that any appeals from the courts described in the immediately preceding sentence may have to be heard by a court located outside those jurisdictions.

13.14. SERVICE OF PROCESS. Assignor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Assignor at its address set forth on the signature pages of the Loan Agreement, and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails; or at Assignee's option, by service upon CT Corporation, which Assignor irrevocably appoints as Assignor's agent for the purpose of accepting service of process within the State of Illinois. Lender shall promptly forward by registered mail any process so served upon said agent to Assignor at its address on the signature pages of the Loan Agreement. Nothing in this section shall affect the right of Assignee to serve legal process in any other manner permitted by Law.

13.15. JURY TRIAL. Assignor and Assignee hereby waive any right to trial by jury of any claim, demand, action or cause of action (1) arising under this Agreement or any other Loan Document, or (2) in any way connected with or related or incidental to the dealings of the parties hereto or either of them in respect of this Agreement or any other Loan Document, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise. Assignor and Assignee agree and consent that any such claim, demand, action or cause of action shall be decided by court trial without a jury and that either may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

13.16. Reinstatement. This Agreement and any and all assignments and Security Interests created or evidenced hereby will continue to be effective or be reinstated, as the case may be as though such payments had not been made, if at any time any amount received by Assignee in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by Assignee, including upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Assignor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, Assignor, any substantial part of its assets, or otherwise.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

DENNIS GARBERG AND ASSOCIATES, INC.

BY: Linda Sims
Print Name: Linda Sims
Title: VP-Finance

LASALLE BANK NATIONAL ASSOCIATION

By: David J. Carney
Print Name: David J. Carney
Title: Vice President

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 12th day of October, 2000, before me personally appeared Linda Sims
_____ to me personally known, who, being by me duly sworn, did say that he/she is the VP-Finance
_____ of Dennis Garberg and Associates, Inc., a Kansas corporation, and that said
instrument was signed in behalf of said corporation, by authority of its board of directors; and said Linda
Sims acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State
aforesaid, the day and year first above written.

Geneva S. Downs
Notary Public

[SEAL]

My Commission Expires: _____
GENEVA S. DOWNS
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Feb. 23, 2003

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 12th day of October, 2000, before me personally appeared David J. Carney
_____ to me personally known, who, being by me duly sworn, did say that he/she is a vice
President of LaSalle Bank National Association, and that said instrument was signed in
behalf of said national banking association, by authority of its board of directors; and said David J. Carney
_____ acknowledged said instrument to be the free act and deed of said national
banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State
aforesaid, the day and year first above written.

Geneva S. Downs
Notary Public

[SEAL]

My Commission Expires: _____
GENEVA S. DOWNS
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Feb. 23, 2003

SCHEDULE A TO COLLATERAL ASSIGNMENT OF TRADEMARKS

<u>Dkt No.</u>	<u>Mark</u>	<u>Serial / re. No.</u>	<u>Goods / Services</u>	<u>Status</u>
20291	The Sunflower Group	Ser 73/789,089 Fid 03-27-1989 Reg 1,596,755 Iss 05-15-1990	Advertising and promoting the goods and services of others through the distribution of coupons in International Class 035.	Due 05-15-1999/2000; Stands in the name of Dennis Garberg & Associates, Inc.
20948	Sunflower	Ser 74/086,924 Fid 08-13-1990 Reg 1,655,747 Iss 09-03-1991	Advertising and promoting the goods and services of others in International Class 35	Due 09-03-2000/2001 Stands in the name of Dennis Garberg & Associates, Inc.
22840	Samplesert	Ser 74 / 488, 634 Fid 02 -1 0-1994 Reg 1,882,456 Iss 03-07-1995	Delivering to consumers, on behalf of others, samples of products, in International Class 035	5 - yr. Use decl. Due 03-07-2000 / 2001; Stands in the name of Dennis Garberg & Associates, Inc.
22841	Sample - In - The - Bag	Ser 74 /488,340 Fid 02-09-1994 Reg 1,883,189 Iss 03-07-1995	Delivering to consumers, on behalf of others, samples of products in International Class 035.	5 - yr use decl. Due 03-07-2000/2001; Stands in the name of Dennis Garberg & Associates, Inc.

SCHEDULE A TO COLLATERAL ASSIGNMENT OF TRADEMARKS

<u>Dkt No.</u>	<u>Mark</u>	<u>Serial / re. No.</u>	<u>Goods / Services</u> ¹	<u>Status</u>
22718	Sunflower Select Sampling	Ser 74 / 447, 835 Fid 10-18-1993 Reg 1,900,825 Iss 06-20-1995	Advertising preparation services for others, namely targeted product and promotional sampling using database analysis in International Class 035.	5-yr use decl. Due 06-20-2000/2001; Stands in the name of Dennis Garberg & Associates, In.c
22720	Sunflower Flight Plan	Ser 74 / 447, 839 Fid 10-18-1993 Reg 1,900,826 Iss 06-20-1995	Placement of newspaper advertising for others in International Class 035	5-yr use decl. Due 06-20-2000/2001; Stands in the name of Dennis Garberg & Associates, Inc.
22659	Media Masters	Ser 74 / 488, 265 Fid 10-18-1993 Reg 1,902,936 Iss 07-04-1995	Placement of newspaper advertising and retailer preprints for clients in International Class 036	5-yr use decl. Due 07-04-2000/2001; Stands in the name of Dennis Garberg & Associates, Inc.
22719	S ³ (Stylized)	Ser 74 / 447, 839 Fid 10-18-1993 Reg 1,908,721 Iss 08-01-1995	Product promotional services for others; namely, targeted product and promotional sampling using database analysis in International Class 035.	5-yr use decl. Due 08-01-2000/2001; Stands in the name of Dennis Garberg & Associates, Inc.

SCHEDULE A TO COLLATERAL ASSIGNMENT OF TRADEMARKS

<u>Dkt No.</u>	<u>Mark</u>	<u>Serial / re. No.</u>	<u>Goods / Services</u>	<u>Status</u>
22839	SamplePouch	Ser 74 / 488,902 Fid 02-10-1994 Reg 1,937,553 Iss 11-21-1995	Delivering to consumers, on behalf of others, samples of products in International Class 035.	5 - yr use decl. Due 11-21-2000/2001; Stands in the name of Dennis Garberg & Associates, Inc.
22662	Cases	Ser 74 / 447,838 Fid 10-18-1993 Reg 1,897,701 Iss 06-06-1995	Arranging for the purchase of extra merchandise by retailers to cover any surplus demand occasioned by coupon distribution program in International Class 035.	5 - yr use decl. Due 06-06-2000/2001; Stands in the name of Sunflower Marketplace Solutions, L.L.C.
22661	Sunflower Marketplace Solution	Ser 74 / 488,251 Fid 10-18-1993 Reg 1,959,565 Iss 03-05-1996	Promoting the goods and services of others by providing in-store demonstration and sampling of products and consultation services in relation to the management and advertising of retail grocery stores in International Class 035. No claim is made to the exclusive right to use "Marketplace Solutions", apart from the mark as shown	5 - yr use decl. Due 03-05-2001/2002; Stands in the name of Sunflower Marketplace Solutions, L.L.C.

SCHEDULE A TO COLLATERAL ASSIGNMENT OF TRADEMARKS

<u>Dkt No.</u>	<u>Mark</u>	<u>Serial / re. No.</u>	<u>Goods / Services</u>	<u>Status</u>
25375	NewsRoute	Ser 75 / 186,971 Fid 10-18-1993 Reg 2,089,387 Iss 08-19-1997	Facilitating the promotion of the goods and services of others by selecting newspaper carrier via which to distribute others' merchandising samples in International Class 035.	Due for Renewal 08-19-2002/2003; Stands in the name of Dennis Garberg & Associates, Inc.
26938	FreeSampleClub	Ser 75 / 350,214 Fid 09-02-1997 Reg Iss	Promoting the products of others through the distribution of free samples via a global computer network in International Class 035.	As of Ltr. Dated 2-18-00 Final refusal of registration due to descriptive nature. Stands in the name of Dennis Garberg & Associates, Inc.
26267	Sunset Sampling	Ser 75 / 422,853 Fid 01-26-1998 Reg 2,315,379 Iss 02-08-2000	In-Store product demonstration and sample distribution services in International Class 035	Due to Renew 02-08-2005/2006; Stands in the name of Dennis Garberg & Associates, Inc.

**TRADEMARK
REEL: 002485 FRAME: 0776**

SCHEDULE A TO COLLATERAL ASSIGNMENT OF TRADEMARKS

<u>Dkt. No.</u>	<u>Mark</u>	<u>Serial / re. No.</u>	<u>Goods / Services</u>	<u>Status</u>
26364	BillBoardBag	Ser 75 /433,308 Fid 03-02-1998 Reg Iss	Plastic bags for distributing the products of others bearing advertising thereon in International Class 016.	Published for Opposition 12/29/98 Stands in the name of Dennis Garberg & Associates, Inc.
26905	SitelinkPlus	Ser 75 /575,826 Fid 10-23-1998 Reg 2,344,814 Iss April 25th. 2000	Advertising and Promotional Services for others, namely configuration and receipt of information from World Wide Web Sites of others to provide targeted sampling coupon fulfillment of mail in International Class 035.	Due to renew 04-25-2005/2006 Stands in the name of Dennis Garberg & Associates, Inc.
27650	FastBag	Ser 75 /796,063 Fid 09-10-1999 Reg. Iss.	Plastic Delivery bags International Class 016.	Application suspended pending outcome of two pending applications as of 2-18-2000 Ltr. Stands in the name of Dennis Garberg & Associates, Inc.

SCHEDULE A TO COLLATERAL ASSIGNMENT OF TRADEMARKS

<u>Dkt No.</u>	<u>Mark</u>	<u>Serial / re. No.</u>	<u>Goods / Services</u>	<u>Status</u>
27658	Think Outside The Bag	Ser 75 / 796,691 Fld 09-13-1999 Reg lss		Published for Opposition 10/10/00 Stands in the name of Dennis Garberg & Associates, Inc.

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513,

on 1/3/2001
(Date of Deposit)

MARSHA GORBY
(Name)

Marsha Gorby
(Signature)

1/3/2001
(Date of Signature)