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OMB No. 0651-0001 (exp. 4/94)



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To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Perfect Promotional Products, LLC

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

3. Nature of conveyance:

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

Execution Date: March 9, 1999

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc. *as agent*

Internal Address: _____

Street Address: 500 West Monroe

City: Chicago State: IL ZIP: 60661

Additional name(s) & address(es) attached? Yes No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

D364,953

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 W. Wacker

City: Chicago State: IL ZIP: 60601

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

07/14/1999 DNGUYEN 00000057 D364953

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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.

Laura Konrath

Name of Person Signing

[Handwritten Signature]

Signature

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

PATENT REEL: 010078 FRAME: 0452

PATENT SECURITY AGREEMENT

WHEREAS, Perfect Promotional Products, LLC, a Delaware limited liability company ("Grantor") owns the Patents and Patent Applications listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Phonecard Express, LLC ("Phonecard"), Magnet, LLC ("MLLC"), Benchmark Industries, LLC ("Benchmark"), MHTC Holdings, LLC ("MHTC" and together with Phonecard, MLLC, Benchmark and Grantor each a "Borrower" and collectively, the "Borrowers"), Agent (together with its successors and assigns, the "Grantee") and Lenders are parties to that certain Amended and Restated Credit Agreement dated as of May 14, 1998 and amended and restated as of March 9, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of May 14, 1998 and amended and restated as of March 9, 1999 (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"; terms defined in the Security Agreement and not otherwise defined herein have the respective meanings provided for in the Security Agreement), between Grantor, Magnet, Benchmark, MHTC, Phonecard and Grantee, Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, Patent applications and Patent Licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

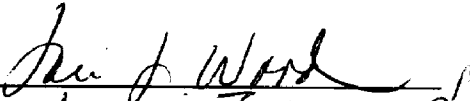
- (1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof;
- (2) each Patent License, including, without limitation, each Patent License listed on Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto,

a ny Patent issued pursuant to a Patent Application referred to in Schedule 1 and any Patent licensed under any Patent License listed on Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

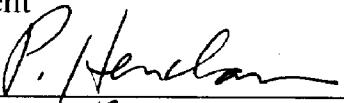
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of this 9th day of March, 1999.

PERFECT PROMOTIONAL PRODUCTS, LLC

By 
Name: Lon J. Wood
Title: V.P.

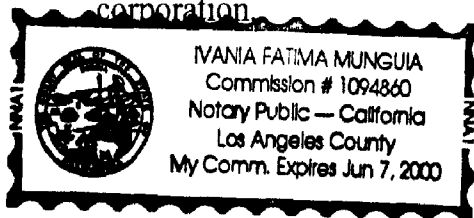
Acknowledged:

HELLER FINANCIAL, INC.,
as Agent


By 
Name: PATRICK HENAHAN
Title: SVP

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

On this 5th day of March, 1999 before me personally appeared Lon J. Wood
_____, to me personally known or proved to me on the basis of satisfactory evidence to
be the person described in and who executed the foregoing instrument as Vice President
_____ of Perfect Promotional Products, LLC, a Delaware limited liability company, who
being by me duly sworn, did depose and say that he is such officer of such limited liability company;
that the foregoing instrument was executed on behalf of said limited liability company by order of
its sole Member; and that he acknowledged said instrument to be the free act and deed of said
corporation.



{Seal}



Notary Public

My commission expires:

06-07-2000

Intellectual Property - Perfect

PATENTS

U.S. PATENT NUMBER & DATE

TITLE

Des. 364,953 issued December 12, 1995

"Visor"

WINSTON & STRAWN

200 PARK AVENUE
NEW YORK, NY 10166-4193

35 WEST WACKER DRIVE
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75008 PARIS, FRANCE

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43, RUE DU RHONE
1204 GENEVA, SWITZERLAND

FACSIMILE (312) 558-5700

INTERNET'S DIRECT DIAL NUMBER

(312) 558-6352

May 5, 1999

CERTIFIED MAIL/R.R.R.

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Washington D.C. 20231
Attn: Patent Assignment Department

Re: Heller Financial, Inc. /Magnet/Perfect Promotional Products

Dear Commissioner:

Enclosed is a Patent Security Agreement together with a check in the amount of \$40.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

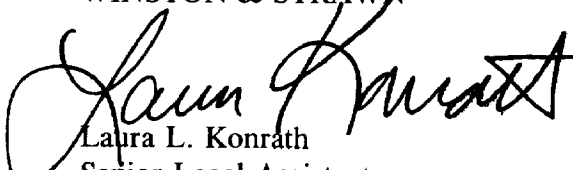
Please file the enclosed with the Patent Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN


Laura L. Konrath
Senior Legal Assistant

LLK/rsc
Enclosures

RECORDED: 07/12/1999

PATENT
REEL: 010078 FRAME: 0458