

06-08-1998

ONLY

Patent and Trademark C

5/21/98  
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To the Honorable Commissioner

100730044

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Midwest Financial Services, Inc.

- Individual(s)
- General Partnership
- Corporation-State Minnesota
- Other
- Association
- Limited Partnership

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

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

Name: Oasis Technologies, Inc.

Internal Address:

Street Address: 7204 Communications Drive

City: Omaha State: NE ZIP: 68122

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Nebraska
- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination and Release of Assignment and Security Interest
- Merger
- Change of Name

Execution Date:

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

Reg. 1,803,656 OASIS

Additional numbers attached?  Yes  No

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

Name: Eric O. Madson, Esq.

Internal Address:

Robins, Kaplan, Miller & Ciresi L.L.P.

Street Address: 2800 LaSalle Plaza

800 LaSalle Avenue

City: Minneapolis State: MN ZIP: 55402

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

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit acc

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40.00 00

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.

Eric O. Madson  
Name of Person Signing

*Eric O. Madson*  
Signature

04/20/98  
Date

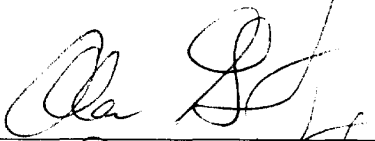
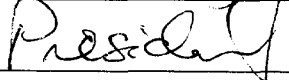
REEL: Total number of pages comprising cover sheet: 8

**RELEASE OF LIEN AND SECURITY INTEREST**

Midwest Financial Services, Inc., as Assignee, hereby releases the lien and security interest granted pursuant to that certain Collateral Patent, Trademark and License Assignment dated October 15, 1997 (the "Assignment"), executed by Oasis Technologies, Inc., a Nebraska corporation, as Assignor, in favor of Midwest Financial Services, Inc.

Midwest Financial Services, Inc. represents that the indebtedness secured by the Assignment has been fully paid and satisfied.

Midwest Financial Services, Inc.)

By:   
\_\_\_\_\_  
Its:   
\_\_\_\_\_

04/28/98

**COLLATERAL PATENT, TRADEMARK  
AND LICENSE ASSIGNMENT**

THIS COLLATERAL PATENT, TRADEMARK AND LICENSE ASSIGNMENT ("Assignment") is made this 15<sup>th</sup> day of October, 1997, by Oasis Technologies, Inc., a Nebraska corporation ("Assignor"), with its chief executive office and principal place of business at 7204 World Communications Drive, Omaha, Nebraska 68122, in favor of Midwest Financial Services, Inc. ("Assignee") with its offices at 1450 Lincoln Centre, 333 South Seventh Street, Minneapolis, Minnesota 55402.

**RECITALS**

Assignor has executed and delivered to Assignee a Security Agreement dated as of the date hereof (the "Security Agreement") which provides for the grant by Assignor to Assignee of a security interest in substantially all of Assignor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, goodwill and licenses.

In consideration of the foregoing and for other good and valuable consideration, Assignor agrees as follows:

1. Incorporation of Security Agreement. The term and provisions of the Security Agreement are incorporated herein in their entirety by this reference.

2. Collateral Assignment of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Assignor's "Obligations" (as defined in the Security Agreement) to Assignee, Assignor grants to Assignee a security interest, with power of sale, to the extent permitted by law, and assigns to Assignee, upon the occurrence of any Event of Default (as defined in the Security Agreement), all of Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) U.S. patents and U.S. patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those U.S. patents listed on Schedule A attached hereto and made a part hereof, and the reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all U.S. patents and U.S. patent applications, including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing hereinafter individually and/or collectively referred to as the "Patents");

(ii) trademarks, trademark registrations, trade names, service marks, service mark registrations, service mark applications and trademark applications, including, without limitation, trade names and applications listed on Schedule B attached hereto and made a part hereof, if any, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or

future infringements thereof, (c) the rights to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, service marks, service mark registrations and applications, together with the items described in clauses (a) through (d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iii) any license agreement in which Assignor is or becomes licensed to use a patent or trade name, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, if any (the "Licenses"); and

(iv) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

3. New Patents, Trademarks and Licenses. Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, trademarks, service marks, registrations, licenses and applications now owned by Assignor. If, before the Obligations shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, service marks, service mark registrations or trade names or licenses, or (ii) become entitled to the benefit of any patent, license or trademark applications, trademark, trademark registrations, service marks, service mark registrations, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent or License, the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor authorizes Assignee to modify this Assignment by amending Schedule A, B and/or C as applicable to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, service marks, service mark registrations, service mark applications, trade names, or licenses which are Patents or Trademarks or Licenses, as applicable, under paragraph 2 above, or under this paragraph 3.

4. Royalties; Terms. Assignor agrees that the use by Assignee of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the security interest and assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder or (ii) payment or performance of the Obligations in full.

5. Termination of Assignee's Security Interest. This Assignment is made for collateral purposes only. Upon payment and performance in full of the Obligations, Assignee shall execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest and assignment in the Patents, Trademarks and Licenses, subject to any disposition thereof, which may have been made by Assignee pursuant to paragraph 1 or any other provision hereof or pursuant to the Loan Agreement.

6. Duties of Assignor. To the extent appropriate and in accordance with Assignor's sound business practices, Assignor shall (i) prosecute diligently any patent application that is part of the Patents and any trademark or service mark application that is part of the Trademarks

pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) make application on unpatented but patentable inventions and on trademarks or service marks, as appropriate, and (iii) preserve and maintain all rights in patent applications and patents that are part of the Patents and in trademark applications, trademarks, and trademark registrations, and service marks, service mark applications that are part of the Trademarks, and to any Licenses. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent application, trademark application, or service mark application, or any pending patent application, trademark application, service mark application, patent, trademark or service mark, or License, without the consent of Assignee, which consent shall not be unreasonably withheld.

7. Assignee's Right to Sue. From and after the occurrence of an Event of Default under the Security Agreement, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses and Trademarks, and any other licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 7.

8. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. Severability. The provisions of this Assignment 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 thereof, 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 Assignment in any jurisdiction.

10. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

11. Cumulative Remedies; Power of Attorneys; Effect on Security Agreement. All of Assignee's rights and remedies with respect to the Patents, Licenses and Trademarks, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Security Agreement, but rather, is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, License or Trademarks may be located.



SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Patent Number

Issued Date

5,324,035

6/24/94

SCHEDULE B

TRADEMARKS, TRADE NAMES

Mark

Reg. No.

OASIS

1,803,656