
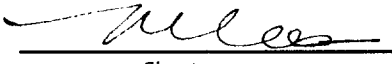


12-22-1998

FORM PTO-1594 1-31-92	 100930938	2 SHEET ONLY	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable		Attached original document or certified copy thereof.	
1. Name of conveying Party(ies): SPARAK FINANCIAL SYSTEMS, INC. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State NORTH DAKOTA <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and Address of receiving Party(ies): Name: SPARAK FINANCIAL SYSTEMS, LLC Internal Address: Street Address: 2701 TWELFTH AVENUE, SW City: FARGO State: ND Zip: 58103 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other Limited Liability Company of Wisconsin <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: 12-17-98 <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: November 20, 1998			
4. Application number(s) or registration number(s): A. Trademark Application No.(s)/Application Date 75/511,426 (filed June 30, 1998) 75/511,430 (filed June 30, 1998) 75/511,432 (filed June 30, 1998) B. Trademark Registration No.(s)/Registration Date 1,769,835 (issued May 11, 1993) Additional sheet attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning this matter should be mailed: Jacobson, Price, Holman & Stern 400 7th Street, N.W. Washington, DC 20004 Tel. 202-638-6666 Attorney Docket No. 8621/T.16320; T.27043US0		6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41)..... \$ 115.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit Account No.: 06-1358 <small>(Attach duplicate copy of this page if paying by deposit account):</small>	
DO NOT USE THIS SPACE			
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9. Statement and Signature. <i>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.</i> <u>MARSHA G. GENTNER</u>  <u>December 17, 1998</u> Name of Person Signing Signature Date Total number of pages comprising cover sheet: 7			

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02 FC:482

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the 20th day of November, 1998 by and between SPARAK FINANCIAL SYSTEMS, INC., a North Dakota corporation ("Assignor"), and SPARAK FINANCIAL SYSTEMS, LLC, a Wisconsin limited liability company ("Assignee").

RECITALS

A. Assignor is the owner of all right, title and interest in and to certain trademarks, federal trademark registrations and applications for federal trademark registrations as specified in Schedule A attached hereto (individually, a "Trademark" and collectively, the "Trademarks").

B. Assignor desires to assign all right, title and interest in the Trademarks to Assignee and Assignee desires to accept such assignment.

AGREEMENTS

In consideration of the recitals and mutual agreements herein contained, Assignee and Assignor agree as follows:

1. Assignment of Trademarks. Assignor assigns and contributes to Assignee all of Assignor's right, title and interest worldwide, both statutory and common law, in and to the Trademarks, along with all of the goodwill associated with the Trademarks.

2. Assignment of Accrued Enforcement Rights. Assignor assigns and transfers to Assignee any and all claims or causes of action for infringement of any Trademark that may have accrued prior to the date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claim or cause of action.

3. Incorporation of Terms. The introductory language, the recitals and Schedule A attached hereto are hereby incorporated by reference into this Assignment.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.

Dated as of the date first above written.

SPARAK FINANCIAL SYSTEMS,
INC.

BY *Gerald F. Kella*
Its *President*

SPARAK FINANCIAL SYSTEMS,
LLC

BY *SDP. M*
Steven D. Peterson
Director and Manager

SCHEDULE A

<u>Mark</u>	<u>Reg./Appln. No.</u>	<u>Issued/Filed</u>
SPARAK 3000	1,769,835	May 11, 1993
SPARAK & Design	75/511,426	June 30, 1998
SPARAK	75/511,430	June 30, 1998
ARC IMAGE	75/511,432	June 30, 1998