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

1. Name of conveying party(ies):
Sparak Financial Systems, Inc.

Individual(s) 12-07-1998
 General Partnership U.S. Patent & TMOfc/TM Mail Rpt Dt. #61
 Corporation-State
 Other: _____

Additional names of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: **November 20, 1998**

2. Name and address of receiving party(ies):
 Name: **Sparak Financial Systems, LLC**
 Internal Address: _____
 Street Address: **2701 12th Avenue, Southwest**
 City: **Fargo** State: **ND** ZIP: **58103**

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: _____
 Other: **Wisconsin limited liability company**

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/511,426
75/511,432
75/511,430

Additional numbers attached? Yes No

B. Trademark registration No.(s)
1,769,835

5. Name and address of party to whom concerning document should be mailed:
 Name: **Michael L. Dever**
 Internal Address: **Buchanan Ingersoll, P.C.**
 Street Address: **301 Grant Street**
20th Floor
 City: **Pittsburgh** State: **PA** ZIP: **15219**

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ **115.00**

Enclosed *115E*
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

12/18/1998
01 FC:481
02 FC:482

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75.00 OP

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.

Michael L. Dever *Michael L. Dever*
 Name of Person Signing Signature

Date: **12/3/98**

Total number of pages comprising cover sheet: 4

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 *Seyd F. Keller*
Its *President*

SPARAK FINANCIAL SYSTEMS,
LLC

BY *S.D. Peterson*
Steven D. Peterson
Director and Manager

SCHEDULE A

SPARAK 3000 (reg. no. 1,769,835).

Application for the mark SPARAK (serial no. 75/511,426).

Application for the mark ARC IMAGE (serial no. 75/511,432).

Application for the mark SPARAK & Design dated June 23, 1998.