

TRADEMARKSON



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To the Honorable Commissioner of Patents and Trademarks: Please record the

1. Name of conveying party(ies):

Richard D. Ehrhart

- Individual(s)
- General Partnership
- Corporation-State
- Other U.S. citizen
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Wachovia Corporation

Internal Address:

Street Address: 100 N. Main Street

City: Winston-Salem State: NC ZIP 27101

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State North Carolina
- 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
- Merger
- Change of Name

Execution Date: April 6, 1999

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

A. Trademark Application No.(s)

Appl. No. 75/436,501 - OPT

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Martha Gayle Barber, Esq.

ALSTON & BIRD LLP

Internal Address: P.O. Drawer 34009

Street Address: 1211 E. Morehead Street

City: Charlotte State: NC ZIP: 28234

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 additional fees are needed please use

8. Deposit account number: 16-0605

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

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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.

Martha Gayle Barber

Name of Person Signing

Martha Gayle Barber
Signature

April 27, 1999

Date

Total number of pages including cover sheet, attachments, and document: 5

SERVICE MARK ASSIGNMENT

WHEREAS, Richard D. Ehnart of 9849 Chatham Oaks Trail, Charlotte, N.C. 28210 (hereinafter referred to as "ASSIGNOR") is the exclusive and record owner of the entire right, title and interest in and to the following common law use and the corresponding United States Service Mark application therefor:

Service Mark: OPT
Serial No.: 75/436,501
Filed: 2/16/98
Int. Class: 042


WHEREAS, Wachovia Corporation, a North Carolina corporation, having a principal place of business at 100 N. Main Street, Winston-Salem, NC 27101, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the above-identified common law use and the corresponding United States Service Mark application therefor,

NOW THEREFORE, FOR \$10 AND GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE the entire right, title and interest in and to the above-identified corresponding United States Service Mark application therefore, together with the goodwill of the business appurtenant to and symbolized by said Service Mark, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

ASSIGNOR hereby warrants and covenants that it is the exclusive owner and has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith and that the Service Mark does not infringe on the rights of any third party, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

NOTWITHSTANDING any provision or agreement herein to the contrary, ASSIGNEE hereby agrees and authorizes OPT Capital, LLC to use the Service Mark in its name and that it will not make any claim of infringement against ASSIGNOR or OPT Capital, LLC for such use.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the 6th day of April, 1999.



(ASSIGNOR)

By: _____

Title: