

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

08-25-1999



RCCE
Office

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Tab settings = = =

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

1. Name of conveying party(ies):
US BANK
111 SW Fifth Avenue, Suite 400
Post Office Box 4412
Portland, OR 97208

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release and Reassignment
- Merger
- Change of Name

Execution Date: July 28, 1999

2. Name and address of receiving party(ies)
Name: CFI PROSERVICES, INC.
Internal Address: _____
Street Address: 400 SW Sixth Avenue
City: Portland State: OR ZIP: 97204

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

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

A. Trademark Application No.(s)
Please see attached Schedule A.

B. Trademark Registration No.(s)
Please see attached Schedule A.

Additional numbers attached? Yes No

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

Name: BROBECK, PHLEGER & HARRISON LLP

Internal Address: _____

Attn: Kimberley A. Lathrop

Street Address: 550 South Hope Street

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41).....\$ 615.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

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.

Kimberley A. Lathrop
Name of Person Signing

Kimberley A. Lathrop
Signature

08-18-99
Date

Total number of pages including cover sheet, attachments, and enclosure: 14

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

	<u>Mark</u>	<u>Serial No. or Registration No.</u>	<u>Registration or Filing Date</u>
1	ADVISOR	2,083,212	7/29/1997
	APPLICATION MANAGER	1,626,723	12/11/1990
2	ARM BREAKER	1,560,619	10/17/1989
3	ATM-PLUS	1,300,235	10/16/1984
	CFI COMPLIANCE NEWS	1,578,962	1/23/1990
4	CONTACT!	2,121,563	12/16/1997
	CULVERIN CORPORATION	1,458,147	9/22/1987
	DEPOSIT PRO	1,710,718	8/25/1992
9	ENCORE	1,845,041	7/12/1994
10	FLEXTRAN	1,450,551	8/4/1987
11	GENESYS	2,117,340	12/2/1997
12	GEO PRO	2,191,251	9/22/1998
13	HOME EQ	1,617,416	10/16/1990
14	LASER PRO	1,391,462	4/29/1986
15	LAWYER PRO	1,874,579	1/17/1995
16	LEADING THE WAY WITH PRACTICAL SOLUTIONS	1,765,105	4/13/1993
17	LOANS PLUS	1,889,694	4/18/1995
18	MICROLAR	1,645,017	5/21/1991
19	PERSONAL BRANCH	1,933,615	11/7/1995
20	PRO ACTIVE	1,975,296	5/21/1996
21	PRO FORMS	1,768,600	5/4/1993

9.	STARGATE	2,199,197	10/27/1998
04	STARGATE/FX	75-056,131	02/12/1996
04	TRISCORE	2,054,834	4/22/1997

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is executed as of July 28, 1999 by U.S. Bank National Association, a national banking association ("U.S. Bank").

WITNESSETH:

WHEREAS, U.S. Bank and CFI PROSERVICES, INC. an Oregon corporation ("Debtor") are parties to a certain Borrower Security and Pledge Agreement dated as of May 17, 1999 (the "Agreement") pursuant to which Debtor incurred certain liabilities to and granted a security interest in and collateral assignment of the "Trademark Collateral" (as defined in the Agreement), including, without limitation, the registered trade marks, trademark applications, registered service marks and service mark applications (collectively, the "Trademarks") as described in Schedule A attached hereto, as security for Debtor's obligations to U.S. Bank under the Agreement;

WHEREAS, the Agreement (or an Assignment of Security Interests pursuant thereto and in respect thereof) was submitted for recordation with the Trademark Office on or about May 26, 1999, and a copy of such submission is attached hereto as Exhibit 1; and

WHEREAS, Debtor has satisfied its obligations under the Agreement and has requested that U.S. Bank release its security interest in the Trademark Collateral and reassign the same to Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. U.S. Bank hereby releases, without any representation, warranty, or recourse whatsoever, its security interest in and collateral assignment of the Trademark Collateral.

2. U.S. Bank hereby reassigns, grants and conveys to Debtor, without any representation, warranty, or recourse whatsoever, all of U.S. Bank's right, title and interest, if any, in and to the Trademark Collateral, including without limitation all of the Trademarks appearing in Schedule A and all of the goodwill of Debtor's business associated with and symbolized by the Trademarks appearing in Schedule A.

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IN WITNESS WHEREOF, U.S. Bank has caused this Release and Reassignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

U.S. Bank National Association

By: Stacey M. Dodson

Its: VICE PRESIDENT

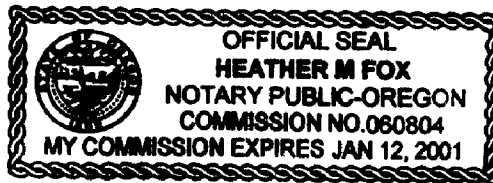
STATE OF Oregon)
)
COUNTY OF Multnomah) ss.

On this 28th day of July, 1999 before me personally appeared Stacey Dodson, VP known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/she executed the same as the duly authorized officer or representative above designated of U.S. Bank National Association.

Heather M. Fox
Notary Public

Multnomah County, _____

My commission expires: January 12, 2001



SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No. or Registration No.</u>	<u>Registration or Filing Date</u>
ADVISOR	2,083,212	7/29/1997
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PRO ACTIVE	1,975,296	5/21/1996
PRO FORMS	1,768,600	5/4/1993

STARGATE	2,199,197	10/27/1998
STARGATE/FX	75-056,131	02/12/1996
TRISCORE	2,054,834	4/22/1997

EXHIBIT 1

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other
- Effective Date
Month Day Year
 05 17 1999

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name CFI PROSERVICES, INC.

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization OREGON

Receiving Party

Mark if additional names of receiving parties attached

Name U. S. BANK NATIONAL ASSOCIATION

DBA/AKA/TA

Composed of

Address (line 1) PL-7, COMMERCIAL LOAN SERVICING

Address (line 2) 555 S.W. OAK

Address (line 3) PORTLAND

OREGON

97204

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other NATIONAL BANKING ASSOCIATION

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001947 FRAME: 0709

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75056131"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2083212"/>	<input type="text" value="1300235"/>	<input type="text" value="1458147"/>
<input type="text" value="1626723"/>	<input type="text" value="1578962"/>	<input type="text" value="1710718"/>
<input type="text" value="1560619"/>	<input type="text" value="2121563"/>	<input type="text" value="1845041"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Matthew D. Rabdau

5/26/99

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

1450551	1889694	<input type="text"/>
2117340	1645017	<input type="text"/>
2191251	1933615	<input type="text"/>
1617416	1975296	<input type="text"/>
1391462	1768600	<input type="text"/>
1874579	2199197	<input type="text"/>
1765105	2054834	<input type="text"/>

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, CFI ProServices, Inc., an Oregon corporation (the "Assignor"), whose address is 400 S.W. Sixth Ave., Portland OR 97204, hereby assigns and grants to U.S. BANK NATIONAL ASSOCIATION, Commercial Loan Servicing, PL-7, 555 S.W. Oak, Portland, Oregon, 97204, ("Lender") a security interest in all of the Assignor's right, title and interest in and to (a) the United States trademarks set forth on attached Schedule A, all registrations and recordings thereof, and all applications in connection therewith; (b) the goodwill associated therewith; (c) all renewals thereof; (d) all rights to income, royalties, profits, awards, damages or other rights relating thereto, including, without limitation, the right to sue for past, present or future infringement; (e) all licenses and agreements, written or oral, providing for the grant by or to Grantor of any right to use any trademark; and (f) all products and proceeds thereof (collectively, the "Trademarks").

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Borrower Security and Pledge Agreement, dated as of May 17, 1999, among the Assignor and Lender (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon termination of Lender's security interest, Lender shall execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 17th day of May, 1999.

CFI PROSERVICES, INC.

By: *[Signature]*
Title: VP + CFO

U.S. BANK NATIONAL ASSOCIATION

By: *[Signature]*
Title: Vice President

STATE OF OREGON)
) ss
COUNTY OF Multnomah



This instrument was acknowledged before me on this 17th day of May, 1999, by Kurt Rutrum as VP + CFO of CFI ProServices, Inc..

Heather M. Fox
Notary Public for Oregon
My commission expires: January 12, 2001

STATE OF OREGON)
) ss
COUNTY OF Multnomah

This instrument was acknowledged before me on this 17th day of May, 1999, by Jon Horton as Vice President of U.S. Bank National Association.



Heather M. Fox
Notary Public for Oregon
My commission expires: January 12, 2001

SCHEDULE A

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