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MND 11/19/99

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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):  
Ziegler Thrift Trading, Inc.  
 Individual(s)       Association  
 General Partnership       Limited  
 Corporation-State Minnesota Partnership  
 Other:  
 Additional name(s) of conveying party(ies) attached?  
 Yes       No

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

Execution Date: 10/29/99

2. Name and address of receiving party(ies):  
 Name: Strong Capital Management, Inc.  
 Internal Address:  
 Street Address: One Hundred Heritage Reserve  
 City: Milwaukee State: WI Zip: 53201  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Wisconsin  
 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 names(s) & address(es) attached?  
 Yes  No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
  
75/370,420  
  
 Additional numbers attached?

B. Trademark registration No.(s)  
  
2,122,470  
  
 Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
 Name: Brian G. Gilpin  
Godfrey & Kahn, S.C.  
 Internal Address:  
 Street Address: 780 N. Water Street  
 City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved:.....[ 2 ]

7. Total fee (37 CFR 3.41): .....\$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account for any deficiencies

8. Deposit account number: 07-1509

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

**DO NOT USE THIS SPACE**

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.*

Brian G. Gilpin      Brian G. Gilpin      Nov 19, 1999  
 Name of Person Signing      Signature      Date

Total Number of pages comprising cover sheet: [ 1 ]

0000053 7537020  
40.00  
25.00  
12/01/1999 VPR/AM  
01 FC:461  
02 FC:462

## SERVICE MARK ASSIGNMENT

WHEREAS, Ziegler Thrift Trading, Inc., organized and existing under the laws of the State of Minnesota, with its principal place of business at 733 Marquette Avenue, Suite 106, Minneapolis, Minnesota 55402, United States of America ("Assignor"), is owner of the service mark INVEST ROUTE for which it has applied for a United States trademark registration under Appl. Ser. No. 75/370,420 and the service mark CASH ROUTE for which it has obtained United States Trademark Reg. No. 2,122,470 (collectively, the "Service Marks"); and

WHEREAS, Strong Capital Management, Inc., organized and existing under the laws of the State of Wisconsin, with its principal place of business located at One Hundred Heritage Reserve, Milwaukee, Wisconsin 53201, United States of America ("Assignee"), either directly or through one of its subsidiaries, is acquiring all of the assets of Assignor relating to its discount brokerage business pursuant to a certain Asset Purchase Agreement dated August 12, 1999 between Assignor and Assignee (the "Purchase Agreement");

WHEREAS, in connection with such acquisition, Assignee shall acquire all rights throughout the world in and to the Service Marks and any applications and registrations therefor, together with the goodwill of the business in connection with which the Service Marks are used and which is symbolized by the Service Marks, along with the right to recover damages and profits for past and future infringements thereof,

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration as set forth in the Purchase Agreement, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title, and interest in and to the Service Marks and any applications or registrations therefor, together with the goodwill of the business in connection with which the Service Marks are used and which is symbolized by the Service Marks, throughout the world, along with the right to recover for damages and profits for past and future infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Service Marks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

Dated this 29 day of October, 1999.

Dated this 29 day of October, 1999.

ZIEGLER THRIFT TRADING, INC.

STRONG CAPITAL MANAGEMENT, INC.

By: 

By: 

Name: Darce P. Frank

Name: Stephen J. Shenkenberg

Title: President CEO

Title: Vice President