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MRD 2.7-00

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):
McGladrey & Pullen

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State
 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: November 3, 1999

2. Name and address of receiving Party(ies)

Name: RSM McGladrey, Inc.

Internal Address: _____

Street Address: 4400 Main Street

City: Kansas City State: MO ZIP: 64441

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

RECEIVED
FEB - 7 AM 10:28
APR/FINANCE

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

A. Trademark Application No.(s)

B. Trademark Registration No's

1,627,533
1,990,945
1,655,532
1,558,380

Additional numbers attached? Yes No

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

Name: David A. Roodman

Internal Address: Bryan Cave LLP

Street Address:
One Metropolitan Square, Suite 3600, 211 N. Broadway

City: St. Louis State: MO ZIP: 63102

6. Total Number of applications and registrations involved: 4

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

Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number:
If missing or insufficient - 02-4467

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

9. State 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.

David A. Roodman  2/7/00

Name of Person Signing Signature Date

Total number of pages comprising this cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

03/08/2000 DNGUYEN 0000088 1627533

01 FC:481 40.00 OP
02 FC:482 75.00 OP

**TRADEMARK
REEL: 002031 FRAME: 0180**

ASSIGNMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment"), dated as of Nov 3, 1999 is by and between MCGLADREY & PULLEN ("MCGLADREY") an Iowa partnership ("ASSIGNOR") and RSM McGladrey, Inc. ("RSM"), a Delaware corporation ("ASSIGNEE").

RECITALS

WHEREAS, MCGLADREY, a partnership organized and existing under the laws of the State of Iowa, which prior to the date hereof, and contemporaneous herewith, was operating an ongoing and existing business, owns, has adopted, used, intends to use and is using several service marks and/or trademarks the ("Marks") in United States of America, as set forth on the attached Schedule A, and owns other transferable rights associated with its ongoing and existing business; and

RSM
WHEREAS, ~~RMS~~, a corporation organized and existing under the laws of the State of Delaware and successor to the portion of the ongoing and existing business and goodwill to which the Marks pertain, desires to acquire all right, title, and interest, and all goodwill associated therewith, in and to the Marks set forth on attached Schedule A, and all applications, registrations, and common law rights therein as well as all other rights associated with the portion of ongoing and existing business to which the Marks pertain. *BS*

AGREEMENT

NOW, THEREFORE, the parties hereto agrees as follows:

1. **Assignment.** For \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the Marks and any other rights assigned to Assignee under this Assignment.

2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as may be necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in, to and under the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

WHEREFORE, Assignor has caused this Assignment to be duly executed below, on the date indicated, by its duly authorized officer.

MCGLADREY & PULLEN

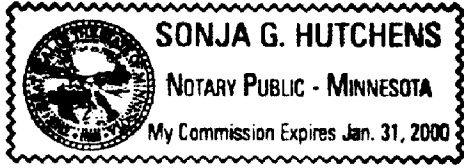
By: William D. Travis
Title: MANAGING PARTNER

RSM MCGLADREY, INC.

By: Bull W. [Signature]
Title: VICE PRESIDENT

State of Minnesota)
) SS
County of Hennepin)

On this 2nd day of December, 1999, before me, a Notary Public in and for the City of Dunn in the State of Minnesota, personally appeared William D. Travis, to me known to be the Managing Ptr of MCGLADREY & PULLEN and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation.



Sonja G. Hutchens
Notary Public

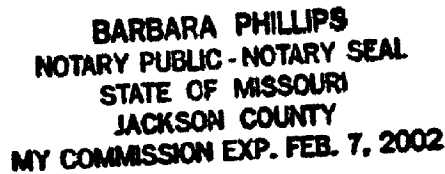
My Commission Expires:
1/31/00

State of Missouri)
) SS
County of Jackson)

On this 3rd day of November, 1999, before me, a Notary Public in and for the City of K.C. in the State of Missouri, personally appeared Bret G. Wilson, to me known to be the Vice President of RSM MCGLADREY, INC. and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation.

Barbara Phillips
Notary Public

My commission expires:
2/7/2002



SCHEDULE A

United State Marks

<u>MARK</u>	<u>REG NO. / SERIAL NO.</u>	<u>Int'l class</u>
DON'T BE A SITTING DUCK	1,627,533	No. 35
PYRAMID (and Design)	1,655,532	No. 16
OPERATIONS DIAGNOSIS	1,558 380	No. 35
ROGER	1,990,945	No. 9

S/526810.01A