

4-18-00

FORM PTO-1594 (Modified)
(Rev. 6/93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
TM05/REV03

05-04-2000

SHEET

Docket No.:



1/1

APR 18 2000

Tab settings

To the Honorable Commissioner of

101344228

the attached original documents or copy thereof

1. Name of conveying party(ies):

Apple Computer, Inc.

- Individual(s)
- General Partnership
- Corporation-State **California**
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Termination Agmt, Release of Security Interest**
- Merger
- Change of Name

Execution Date: **November 30, 1998**

2. Name and address of receiving party(ies):

Name: **Great Plains Software, Inc.**

Internal Address:

Street Address: **1701 S.W. 38th Street**

City: **Fargo** State: **ND** ZIP: **58103**

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,298,501
1,326,433

Additional numbers Yes No

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

Name: **David C. West**

Internal Address:

Fredrikson & Byron, P.A.

Street Address: **1100 International Centre**

900 Second Avenue South

City: **Minneapolis** State: **MN** ZIP: **55402**

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

8. Deposit account number:

05/03/2000 JSHABAZZ 00000168 1298501

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 25.00 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.

Patricia A. Larson

Name of Person Signing

Signature

April 6, 2000

Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

REEL: 002065 FRAME: 0549

Termination Agreement and Release of Security Interest

This Agreement is made as of the 30 day of November 1998 by and between Great Plains Software, Inc. ("Great Plains") and FinanceTech, Inc./Apple Computer, Inc. ("Apple").

Whereas, the Great Plains and Apple entered into a Secured Loan Agreement dated May 30, 1991 (the "Agreement");

Whereas, Great Plains has paid back the principal sum of the loan granted by Apple to Great Plains under the Agreement, and any and all interest payable under the Agreement;

~~Whereas, the parties now desire to terminate the Agreement and certain ancillary documents;~~

Now, Therefore, in consideration of the premises and mutual covenants hereinafter set forth, the parties agree as follows:

1. Termination of the Agreement

The Agreement is hereby terminated and each party hereby acknowledges that the other has fulfilled any and all of its obligations under the Agreement.

2. Termination of Grant of Security

The attached Grant of Security for certain trademarks, trademark registrations and trademark applications issued by Great Plains to Apple under the Agreement, dated May 30, 1991, is hereby terminated.

3. Termination of Guaranty Agreement

The attached Guaranty Agreement executed by Douglas Burgum, Katherine Burgum, Bradley Burgum and Frederick Burgum in favor of Apple, dated May 30, 1991, is hereby terminated.

4. Release of Security Interest

Apple hereby releases any and all of its security interest in any and all of the assets ~~and property of Great Plains. Apple will cooperate with Great Plains in effectuating~~ the release of such security interests.

5. No Compensation

Neither party shall be entitled to any compensation or like payment from the other for any reason as a result of the termination of the Agreement

6. No Effect

The termination of the Agreement shall not affect any other agreements between the parties.

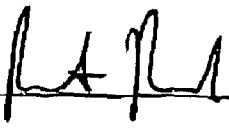
7. Surviving Provisions

All provisions of the Agreement intended to survive the termination of the Agreement shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

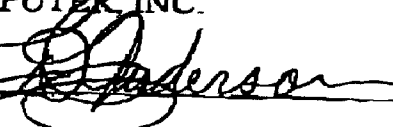
by their duly authorized representatives as of the date set forth above.

GREAT PLAINS SOFTWARE, INC.

By:  _____

Its: Ralph J. Mehnert-Meland, Esq.
Corporate Counsel
Great Plains Software, Inc.

FINANCETECH, INC./APPLE
COMPUTER, INC.

By:  _____

Its: Director - Financetech, Inc
Chief Financial Officer, Apple
Computer, Inc.