

05-11-2000

FORM PTO-1594
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OMB No. 0651-0011 (exp. 4/94)
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4.19.00

RECOF



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101353072

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

1. Name of conveying party(ies):

Bankers Systems, Inc.

7:00 APR 19 AM 11:15
OPR/FINANCE

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

LaSalle National Trust, N.A.
135 S. LaSalle Street
Chicago, Illinois 60603

- Individuals
- General Partnership
- Corporation—State of Minnesota
- Other:
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

- Individual(s) citizenship
- General Partnership
- Corporation—State of
- Other:
- Association
- Limited Partnership

Execution Date: March 26, 1996

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)

2,086,324 REMBRANDT

Additional numbers attached? Yes No

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

Name: John L. Beard, Esq.
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

John L. Beard

Name of Person Signing

Signature

4/14/00

Date

05/10/2000 JSHABAZZ 00000308 2086324

Total number of pages including cover sheet, attachments, and document: 4

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

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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.

TRADEMARK
REEL: 002069 FRAME: 0837

EXHIBIT ATRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is made this ___ day of March 1996, by and between LaSalle National Trust, N.A. (hereinafter "Licensor"), a national banking corporation, and Bankers Systems, Inc. (hereinafter "Licensee"), a Minnesota corporation.

RECITALS

1. Licensor is the owner of the following service marks for mutual fund investment and administration services and banking services: REMBRANDT ("the REMBRANDT mark"); R and Design; and THE ART OF MAKING MONEY WORK; and is the owner of the service mark REMBRANDT FUNDS for mutual fund investment and administration services (collectively referred to as "the REMBRANDT service marks"), and has prominently used the Rembrandt painting, "The Syndics of the Drapers' Guild," as a service mark in connection with its services sold under the REMBRANDT service marks.

2. Commencing at time subsequent to the first use of the REMBRANDT service marks by LaSalle, BSI began using the mark REMBRANDT in connection with a lending system, namely, loan origination software for financial institutions, and began use of a stylized "R" design, the phrase, THE NEW ART OF LENDING SOFTWARE, and the Rembrandt painting, "The Syndics of the Drapers' Guild," and in addition, filed an application for federal registration of the mark REMBRANDT (Serial No. 74-694,740) in the United States Patent and Trademark Office.

3. Licensee desires to use the REMBRANDT mark in connection with its pre-recorded computer programs and user manuals sold as a unit to financial institutions for

implementing, documenting and monitoring customer loans and deposit accounts, which is similar to the activities of Licensor.

4. Licensee is willing to assign any and all right, title and interest it claims in and to the REMBRANDT mark on the terms and conditions hereinafter set forth.

AGREEMENTS

1. Assignment of Mark. Licensee hereby assigns, conveys and transfers to Licensor any and all right, title and interest it has, may have, or claims to have in and to the REMBRANDT service marks, including but not limited to the word mark REMBRANDT, including its pending trademark application in the United States Patent and Trademark Office (Serial No. 74-694, 740), to Licensor. Licensee acknowledges Licensor's sole ownership of the REMBRANDT mark, R and Design, THE ART OF MAKING MONEY WORK, and the exclusive right of Licensor to use the Rembrandt painting, "The Syndics of the Drapers' Guild" in connection with mutual fund investment and administration services and banking services, and that Licensor is free to use and license the use of the REMBRANDT mark as it may, in its sole discretion, deem appropriate.

2. License of Mark. Licensor hereby grants to Licensee a nonexclusive, non-assignable, nontransferable right to use the REMBRANDT mark, without right of sublicense, on its pre-recorded computer programs and user manuals sold as a unit to financial institutions for implementing, documenting and monitoring customer loans and deposit accounts, upon the terms and conditions set forth herein.

intention of the parties, it will be stricken, and the remainder of this Agreement will remain in full force and effect.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto, except as otherwise expressly provided to the contrary in this Agreement.

17. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original, all of which together shall constitute but one and the same instrument.

18. Entire Agreement. This Agreement and the Settlement Agreement constitute the entire agreement of the parties and contain all covenants, warranties or representations that are made by the parties to each other and supersedes any and all previous agreements whether oral or in writing between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day and year first above written.

LASALLE NATIONAL TRUST, N.A.

BANKERS SYSTEMS, INC.

By: [Signature]
Title: President

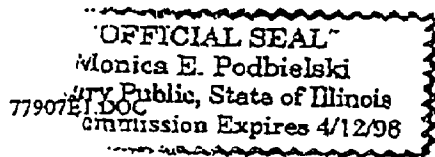
By: [Signature]
Title: Pres. of Bank

SUBSCRIBED AND SWORN to before me this 26th day of March, 1996.

SUBSCRIBED AND SWORN to before me this 26 day of March, 1996.

Monica E. Podbielski
Notary Public

[Signature]
Notary Public



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