

06-30-2000

FORM PTO-1594
(Rev. 6-93)

RECORDATION FOLIO



DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

TRADEMARK

101394771

79, 4880, 4852

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

1. Name of conveying party(ies) OPR/FINANCE

M&I Mortgage Corp.

5-23-00

(as a subsidiary of M&I Bank FSB)

- Individual(s)
- General Partnership
- Corporation-State of Wisconsin
- Other _____

- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Marshall & Ilsley Corporation

Internal Address: _____

Street Address: 770 North Water Street

City: Milwaukee State: WI Zip: 53202

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation - State of 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 name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: December 30, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,329,378 (filed as serial No. 75/676,336)

2,340,858 (filed as serial No. 75/676,338)

2,319,852 (filed as serial No. 75/503,191)

Additional numbers attached? Yes No

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

Name: Peter W. Becker, Esq.
Reinhart, Boerner, Van Deuren, Norris & Rieselbach, s.c.
Internal Address: Suite 2100

Street Address: 1000 North Water Street
City: Milwaukee State: WI Zip: 53202-3186

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41)..... \$90.00
 Enclosed
 Authorized to be charged to deposit account
 Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:
18-0882
(Attach duplicate copy of this page if paying by deposit account)

06/29/2000 ASCOTT 00000189 2329378

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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.

Peter W. Becker
Name of Person Signing

Signature

May 17, 2000
Date

Total number of pages including cover sheet, attachments, and document: [7]

Mall documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

MW617427MLD

TRADEMARK
REEL: 002093 FRAME: 0825

ASSIGNMENT AND LICENSE OF INTELLECTUAL PROPERTIES

THIS ASSIGNMENT AND LICENSE OF INTELLECTUAL PROPERTIES, effective as of December 30, 1999, is between M&I Bank FSB, on behalf of itself and its subsidiaries (collectively, "Assignor"), and Marshall & Ilsley Corporation ("Assignee").

RECITALS

- A. Assignor is the owner of certain intellectual properties as specified below.
- B. Assignor desires to assign all its right, title and interest in these intellectual properties to Assignee, and Assignee desires to accept such assignment.
- C. Assignee wishes to grant Assignor a transferable, non-exclusive, sub-licensable and royalty-free license to commercialize these intellectual properties, and Assignor wishes to accept such license.

AGREEMENTS

In consideration of the recitals and mutual agreements that follow, the monetary consideration described in Schedule A attached hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee and Assignor agree as follows:

1. Assignment of Trademarks. Assignor assigns and contributes to Assignee all of Assignor's right, title and interest in and to the trademarks, trademark registrations, and applications for trademark registration listed in Schedule B attached hereto (the "Trademarks"), along with all related common law rights in the Trademarks and all of the goodwill associated with the Trademarks.

2. Assignment of Patents, Patent Applications and Inventions. Assignor assigns and transfers to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the patents and/or patent applications listed in Schedule B, attached hereto, together with the inventions and improvements covered thereby (collectively, the "Patents"). Assignor also hereby assigns and transfers its entire right, title, and interest in and to any continuation, divisional, renewal, substitute or continuation-in-part application or the equivalent thereof with respect to any said patent application, in and to any patent issued from any said patent application, and in and to any extension, reissue or reexamination patent or the equivalent thereof that may result from any said patent or patent application.

3. Assignment of Copyrights. Assignor assigns and contributes to Assignee all of Assignor's right, title and interest worldwide in and to any copyrightable works, copyright registrations and applications for copyright registration associated with any of the Patents or

Trademarks (collectively, the "Copyrights"), including without limitation all of the exclusive rights listed in 17 U.S.C. § 106, any copyright renewal terms available for any such registrations, and in and to any copyright registrations that may result from such applications.

4. Assignment of Trade Secrets. Assignor assigns and contributes to Assignee all of Assignor's right, title and interest worldwide in and to all trade secrets, unfiled patent or invention disclosures, confidential information and know-how useful in practicing the Patents, the inventions described therein, or related technology.

5. Assignment of Accrued Enforcement Rights. Assignor assigns and contributes to Assignee any causes of action that may have accrued prior to the execution date of this Agreement for infringement of any of the intellectual properties specified in Sections 1 through 4 above.

6. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense, such assistance including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required: in the preparation, prosecution and/or maintenance of any applications for patents or registration of the intellectual property assigned pursuant to this Assignment; in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the intellectual property assigned pursuant to this Assignment; and in the implementation or perfection of this Assignment.

7. License Back. In partial consideration of the above assignments and assurances, Assignee grants Assignor a transferable, non-exclusive, sub-licensable and royalty-free license to offer goods and services under the Trademarks; to make, use and sell products embodying the invention(s) claimed in the Patents; and to copy, display, modify, and create derivative works based on, the works covered by the Copyrights (the "License"). Assignor and Assignee agree that any Patent improvements or Copyright derivatives created by Assignor under this license shall be transferred to Assignee upon creation, but shall thereafter fall within the scope of the License.

8. At-Cost Services. In partial consideration of the assignments and assurances in Sections 1 through 6, above, Assignee agrees to provide Assignor with the services listed on Exhibit C at no charge to Assignor beyond Assignee's direct cost of providing such services, which shall be passed through to Assignor without markup. This right to obtain at-cost services is not transferable by Assignor.

9. Quality Standards. All goods and services promoted by Assignor under the Trademarks after the date of this Agreement shall meet or exceed the quality of any equivalent goods and services promoted by Assignor under the Trademarks prior to the date of this Agreement. The appearance and content of any promotional materials distributed by Assignee bearing the Trademarks shall be of such a nature that they will not harm the public image of the Trademarks or the consumer goodwill related thereto. All goods and services

offered by Assignor under the Trademarks, and any promotional materials bearing the Trademarks, shall conform to the requirements of all laws and regulations applicable to such goods, services or materials.

10. Termination of License.

(a) In the event Assignor fails to maintain the quality standards established in Section 9, above, Assignee shall have the right to terminate the License if Assignor does not cure said failure within sixty (60) days of Assignee's written notice to Assignor describing said failure in sufficient detail to reasonably allow Assignor to effectuate cure.

(b) Assignor shall have the right to terminate the License without cause upon ninety (90) days written notice to Assignee.

IN WITNESS WHEREOF, we have hereunto set our hands:

For ASSIGNOR:

For ASSIGNEE:


M&I BANK FSB

MARSHALL & ILSLEY CORPORATION

BY


Thomas J. O'Neill, President

BY


Michael A. Hatfield, Senior Vice President
& Secretary

SCHEDULE A

Purchase Price of Intellectual Properties

SCHEDULE B

Federal Trademark Applications or Registrations

United States Trademark Office Serial Number 75/676,336 filed April 7, 1999 for
"BOTMAN"

United States Trademark Office Serial Number 75/676,338 filed April 7, 1999 for
"BOTMAN DESIGN"

United States Trademark Office Serial Number 75/503,191 filed June 16, 1998 for
"MORTGAGEBOT"

United States Patents

D418,123, filed on June 19, 1998, issued December 28, 1999 for
"ICON FOR A DISPLAY SCREEN"

SCHEDULE C

Services to be Provided at Cost

Product Management - Defining and communicating product specific functional requirements and specifications.

Project Management - Management and oversight of identified projects, including but not limited to first releases of developed software, subsequent releases of software, and implementation of new partner websites.

Business Analysis - Assistance in the writing of product specifications and business requirements, testing of software prior to releases.

Programming / Coding - As defined in business plans and product specifications.

Graphics Design - Designing website graphics.