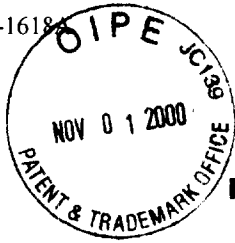


11-100

FORM PTO-1618
Expires 06/30/99
OMB 0651-0027



11-28-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101529030

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name East Chase 6/95 Limited Partnership 09072000

Formerly _____ 2293856

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Texas

Receiving Party

Mark if additional names of receiving parties attached

Name APPRO Systems, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 9489 Interline Avenue

Address (line 2) _____

Address (line 3) Baton Rouge Louisiana 70809
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Louisiana

11/28/2000 MTHAI1 00000092 2293856
01 FC:481 40.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002181 FRAME: 0902

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2293856"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

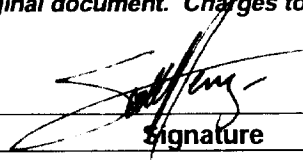
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Scott N. Hensgens
Name of Person Signing


Signature

10/30/00
Date Signed

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT ("Bill of Sale") is made this 7th day of September, 2000, by and between:

T.B.A. INSURANCE, INC., a Texas corporation, doing business as State National Companies, represented herein by its duly authorized and undersigned officer,

T.B.A. FINANCIAL SERVICES, INC., a Texas corporation, represented herein by its duly authorized and undersigned officer,

and

EAST CHASE 6/95 LIMITED PARTNERSHIP, a Texas limited partnership, represented herein by its duly authorized and undersigned general partner, East Chase 6/95 GP, L.C., a Texas limited liability company,

(individually hereinafter referred to as "Seller", and collectively referred to as "Sellers");

and

APPRO SYSTEMS, INC., a Louisiana corporation, represented herein by its duly authorized and undersigned officer (hereinafter referred to as "Buyer");

WHEREAS, the Sellers have agreed to sell, assign and transfer to the Buyer, and the Buyer has agreed to purchase and accept from the Sellers the following assets of the Sellers.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration set forth in the Asset Purchase Agreement between T.B.A. Insurance, Inc., T.B.A. Financial Services, Inc. and East Chase 6/95 Limited Partnership, and APPRO Systems, Inc. of even date herewith (the "Agreement"), the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. **PURCHASED ASSETS.** Seller hereby sells, assigns, conveys, transfers and delivers to the Buyer, with full warranty of title and subrogation as to ownership, all of the assets more specifically described on Exhibit A, attached hereto and made a part hereof (collectively referred to as the "Purchased Assets").

2. **PURCHASED CONTRACTS AND LEASES.** Seller hereby sells, assigns, conveys, transfers and delivers to the Buyer, all of its right, title and interest in, and to the contracts and leases more specifically described on Exhibit B, attached hereto and made a part hereof (collectively referred to as the "Purchased Contracts and Leases"). [The Purchased Assets and the Purchased Contracts and Leases, collectively referred to as the "Assets"].

3. **ACCEPTANCE.** The Buyer hereby accepts the foregoing sale and assignment of the Assets but does not assume any liabilities and/or obligations of Sellers with respect to the Assets, except as expressly set forth in the Agreement.

4. **WARRANTY OF TITLE.** Each Seller warrants that it has good and marketable title to the Assets, free from any and all liens, claims, pledges or encumbrances of any kind, nature or description.

This Bill of Sale is executed and delivered pursuant to the Agreement. The Agreement sets forth the representations and warranties of Sellers with respect to the Assets and rights that are sold, conveyed and assigned hereby, and such representations and warranties are incorporated herein by reference.

This Bill of Sale shall be binding upon Sellers, their successors and assigns, and shall inure to the benefit of the Buyer, its successors and assigns.

This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment as of the date first above written.

WITNESSES:

SELLER:

T.B.A. INSURANCE, INC.

BY _____
 Its Duly Authorized Officer

Name: _____

Title: _____

 NOTARY PUBLIC

Leases”).[The Purchased Assets and the Purchased Contracts and Leases, collectively referred to as the “Assets”].

- 3. **ACCEPTANCE.** The Buyer hereby accepts the foregoing sale and assignment of the Assets but does not assume any liabilities and/or obligations of Sellers with respect to the Assets, except as expressly set forth in the Agreement.
- 4. **WARRANTY OF TITLE.** Each Seller warrants that it has good and marketable title to the Assets, free from any and all liens, claims, pledges or encumbrances of any kind, nature or description.

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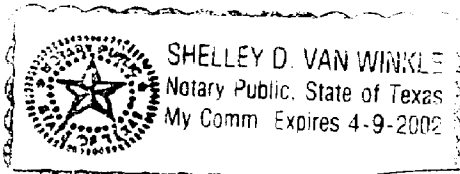
This Bill of Sale shall be binding upon Sellers, their successors and assigns, and shall inure to the benefit of the Buyer, its successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment as of the date first above written.

WITNESSES:

Scott D. Rub
Sandra Bartlett



WITNESSES:

Scott D. Rub
Sandra Bartlett

SELLER:

T.B.A. INSURANCE, INC.

BY [Signature]
Its Duly Authorized Officer

Name: Kenzie K. Kedbetter
Title: CEO

[Signature]
NOTARY PUBLIC

SELLER:

T.B.A. FINANCIAL SERVICES, INC.

BY [Signature]

Its Duly Authorized Officer

Name: Loonie K. Ledbetter

Title: CEO



SHELLEY D. VAN WINKLE
Notary Public, State of Texas
My Comm Expires 4-9-2002

Shelley D. Van Winkle
NOTARY PUBLIC

WITNESSES:

Scott D. Rahn
Sandra Bawley

SELLER:

EAST CHASE 6/95 LIMITED PARTNERSHIP

BY: EAST CHASE 6/95 GP, L.C., General Partner

BY: [Signature]
Its Duly Authorized Officer

Name: Loonie K. Ledbetter

Title: _____



SHELLEY D. VAN WINKLE
Notary Public, State of Texas
My Comm Expires 4-9-2002

Shelley D. Van Winkle
NOTARY PUBLIC

WITNESSES:

BUYER:

APPRO SYSTEMS, INC.

BY _____
Its Duly Authorized Officer

Name: _____

Title: _____

NOTARY PUBLIC

WITNESSES:

SELLER:

T.B.A. FINANCIAL SERVICES, INC.

BY _____
Its Duly Authorized Officer

Name: _____

Title: _____

NOTARY PUBLIC

WITNESSES:

SELLER:

EAST CHASE 6/95 LIMITED PARTNERSHIP

BY: EAST CHASE 6/95 GP, L.C., General Partner

BY: _____
Its Duly Authorized Officer

Name: _____

Title: _____

NOTARY PUBLIC

WITNESSES:

Loren J. Kintner
Michelle Meyers

BUYER:

APPRO SYSTEMS, INC.

BY Craig D. Uffner
Its Duly Authorized Officer

Name: CRAIG D. UFFNER

Title: PRESIDENT & COO

NOTARY PUBLIC

BILL OF SALE AND ASSIGNMENT

**EXHIBIT A
PURCHASED ASSETS**

1. The Business as a going concern and goodwill, if any.
2. All trademarks and trade names owned by Seller relating to the operation of the Business, and Seller's right, title and interest in and to the name "Loan Link".
3. The tangible assets described in Exhibit A(1), and to the extent not otherwise listed, in Exhibit A(1), in Exhibits A(2), A(3), A(4) and A(5) attached hereto.
4. Certificate of License dated October 6, 1999, between State National Companies, as licensee, and Interactive Intelligence, Inc.