

04-11-2001

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



101659462

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

3-23-01

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

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

04/10/2001 TD1RZ1 00000016 75906370

FOR OFFICE USE ONLY

65E

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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: 002268 FRAME: 0139

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" value="75906370"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2097067"/>	<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.

Jeanne Spencer Rose



2/28/2001

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

This Agreement is by and between Vanco Services, Inc. ("Assignor") and Vanco Services, LLC ("Assignee").

WHEREAS, Assignor, is the owner of certain trademarks identified as follows:

1. E.SERVICE, which is registered in the United States Patent and Trademark Office, Registration No. 2097067, dated September 16, 1997; and
2. LEADING THE WAY WITH INNOVATIVE SOLUTIONS, application of which is pending in the United States Patent and Trademark Office, Serial No. 75906370, filed January 31, 2000 ("Trademarks"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks.

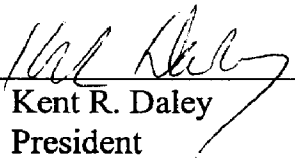
NOW, the parties agree as follows:

1. Assignment and Consideration. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Trademarks, together with the good will of the business symbolized by each of the Trademarks, and the above identified registration or anticipated registration.
2. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademarks do not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
3. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.
4. Entire Agreement. This Agreement, contains the entire understanding and agreement

between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

- 5. Amendment. This Agreement may be amended only by a writing signed by both parties.
- 6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Minnesota.

Dated: 2/28/01



Kent R. Daley
President
Vanco Services, Inc.
ASSIGNOR

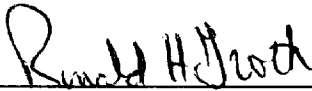


Jeanne Spencer Rose
Chief Manager
Vanco Services, LLC
ASSIGNEE

STATE OF MINNESOTA
COUNTY OF HENNEPIN

ss.

Subscribed and sworn to before me on
March 14, 2001.



Notary Public

