

08-22-2001

Form PTO-1594 RECO T



U.S. Department of Commerce Patent and Trademark Office

101819226

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

1. Name of conveying party(ies): Strong Capital Management Inc. *8-15-01*
 Individual(s) Association
 General Partnership Limited
 Corporation-State WI Partnership
 Other:
 Additional name(s) of conveying party(ies) attached?
 Yes No
 3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
 Execution Date: August 7, 2001

2. Name and address of receiving party(ies):
 Name: Strong Financial Corporation
 Internal Address:
 Street Address: One Hundred Heritage Reserve
 City: Milwaukee State: WI Zip: 53201
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State WI
 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 names(s) & address(es) attached?
 Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 Additional numbers attached?

B. Trademark registration No.(s)
 SEE ATTACHED SCHEDULE A
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Brian G. Gilpin
Godfrey & Kahn, S.C.
 Internal Address:
 Street Address: 780 N. Water Street
 City: Milwaukee State: WI Zip: 53202


6. Total number of applications and registrations involved:.....[12]
 7. Total fee (37 CFR 3.41):\$315.00
 Enclosed
 Authorized to be charged to deposit account for any deficiencies
 8. Deposit account number: 07-1509
 (Attach duplicate copy of this page if paying by deposit account)

08/22/2001 LAUELLER 00000080 1456828
 01 FC:481 40.00 OP
 02 FC:482 275.00 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.
Brian G. Gilpin Brian G. Gilpin 8/15/01
 Name of Person Signing Signature Date
 Total Number of pages, including cover sheet and attachments: [4]

SCHEDULE A

MARK	REG. NO.	REG. DATE
	1,456,828	09/08/87
STRONG INVESTOR	1,839,388	06/14/94
STRONG ADVISOR	1,917,425	09/05/95
STRONG DIRECT	2,030,684	01/14/97
STRONG HERITAGE MONEY FUND	2,037,100	02/11/97
BUILD A STRONG PORTFOLIO	2,098,222	09/16/97
MAKE YOUR PORTFOLIO STRONG	2,100,189	01/31/96
CASH ROUTE	2,122,470	12/16/97
THE STRONG SPONSORLINK	2,132,775	01/27/98
NETDIRECT	2,153,681	04/28/98
STRONG	2,160,281	05/26/98
STRONG FUNDS	2,207,217	12/01/98

TRADEMARK ASSIGNMENT

WHEREAS, Strong Capital Management Inc., a Wisconsin corporation ("Assignor"), is owner of the registered trademarks listed in attached Schedule A (the "Trademarks") including the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks; and

WHEREAS, Strong Financial Corporation, a Wisconsin corporation ("Assignee"), desires to acquire all rights throughout the world in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Trademarks, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all other papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all right, title, and interest in and to the Trademarks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

Dated this 7 day of Aug, 2001.

Dated this 7 day of Aug., 2001.

ASSIGNOR, STRONG CAPITAL
MANAGEMENT, INC.

ASSIGNEE, STRONG FINANCIAL
CORPORATION

By: Thomas M Zeller
Name: Thomas M. Zeller
Title: CFO

By: [Signature]
Name: Elizabeth N. Cibernaur
Title: President