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(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102012768

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

1. Name of conveying party(ies):

MES-Maine Education Services

- Individual(s)
- General Partnership
- Corporation-State
- Other Maine NonProfit Corporation
- 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

Execution Date: 03/23/2001

2. Name and address of receiving party(ies)

Name: Nelnet, Inc.

Internal

Address: _____

Street Address: 121 S. 13th Street, Suite 300

City: Lincoln State: NE Zip: 68508

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Nevada
- 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2186967

Additional number(s) attached Yes No

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

Name: William J. Munn, Senior Counsel

Internal Address: Nelnet Corporation

Street Address: 3015 South Parker Road

Suite 400

City: Aurora State: CO Zip: 80014

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501195

DO NOT USE THIS SPACE

9. Signature.

William J. Munn

Name of Person Signing

Signature

01/09/2002

Date

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

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40.00 CH

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

TRADEMARK
REEL: 002459 FRAME: 0481

ASSIGNMENT

This Assignment (the "Assignment") is made and entered into as of the 23rd day of March, 2001, by and between NELnet, Inc., a Nevada corporation ("NELnet") and MES-Maine Education Services, a Maine non-profit corporation ("MES").

WHEREAS, the parties hereto wish to effect an assignment of MES's rights in and to certain intellectual property under the terms specified herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Assignment. MES hereby grants, conveys, transfers and assigns unto NELnet, subject to the provisions of this Assignment, all right, title, interest and privileges in and to the intellectual property described in Exhibit A, attached hereto and incorporated herein by this reference (collectively, the "Assigned Property").

2. Consideration. NELnet's execution and delivery of that certain Amended and Restated Promissory Note of even date herewith in the original amount of _____ shall constitute consideration for this Assignment.

3. Representations and Warranties. MES represents and warrants that:
- (i) MES has full power and authority to execute, deliver and perform all of its obligations under this Assignment. This Assignment has been duly and validly authorized, executed and delivered by MES and constitutes the legally valid, binding and enforceable obligation of MES which has not and will not constitute a default under any agreement, court order, judgment or law by or under which MES is bound or may be affected; and
 - (ii) MES is the sole owner of all the Assigned Property, free and clear of all liens, claims, security interests and other restrictions or encumbrances of any nature whatsoever, and upon consummation of the transactions contemplated under this Assignment, NELnet will acquire from MES good and valid title to all of the Assigned Property, free and clear of all liens, claims, security interest and other restrictions or encumbrances of any nature whatsoever; all Assigned Property does not and will not infringe upon the proprietary rights of any third party.

4. Further Assurances. MES shall execute and deliver such additional or further documents and items in order to effect an assignment and transfer of the Assigned Property and all rights in connection therewith as NELnet may reasonably request.

5. Miscellaneous.

(a) No supplement, modification or amendment of this Assignment will be binding unless made in a written instrument which is signed by all of the parties and which specifically refers to this Assignment.

(b) This Assignment is the exclusive statement of the agreement between the parties concerning the subject matter hereof, and all negotiations between the parties are merged into this Assignment. This Assignment shall specifically supersede any prior negotiations, understandings or agreements between the parties.

(c) This Assignment shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to the principles of conflicts of laws thereof.

(d) This Assignment shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns.

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

MES-Maine Education Services

By:
Title:

Richard H. Lewis
PRESIDENT + CEO

NELnet, Inc.

By:
Title:

[Signature]
President

EXHIBIT A

List of Transferred Intellectual Property

1. Trademarks, Servicemarks and Logos:

a. SuperLoan

b. FLEX

2. Internet domains:

a. melmac.com

b. superloan.com