1.	To the Honorable Commissi					
1.		402076	356	hed original documents or copy thereof.		
	Name of conveying party(ies):	10207		hed original documents or copy thereof.  hed original documents or copy thereof.		
	Benova, Inc.			Name: FleetBoston Financial Corporation		
	1220 S.W. Morrison, Suite 700			The state of the s		
	Portland, OR 97205			Internal Address:		
	Individual(s)	Association		Street Address: 100 Federal Street		
	General Partnership	Limited Partnership		City: Boston State: MA Zip: 02110		
	X Corporation – Oregon	1/11/11	1,			
	Other: Additional name(s) of conveying party	Trax va	1	Individual(s) citizenship		
	Additional name(s) of conveying party attached? Yes X No	(ies)		Association General Partnership		
				General Partnership		
3.	Nature of conveyance:			Limited Partnership  X Corporation – Rhode Island		
	V A	Managar		! Othor:		
	X Assignment Security Agreement	Merger Change of Name		If assignee is not domiciled in the United States, a domestic		
	Other	change of Name		representative designation is attached: Yes No		
				(Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? : Yes X N		
	Execution Date: April 4, 2002		+-	A IV		
4.	Application number(s) or registration	numbers(s)				
	A. Trademark Application No.			B. Trademark Registration No. 1912065		
				12 3 7		
		Additional number	ers atta	ached? HYes X No		
5.	Name and address of party to urbon correspondence concerning		Ţ,			
۶.	Name and address of party to whom correspondence concerning document should be mailed:		6	Total number of applications and registrations involved: [ 1		
1	detainen sneure ee manee.			Togistations involved.		
	Name: Amy B. Spagnole, Esq.					
	Internal Address: Hinckley, Allen and	Snyder LLP	7.	Total fee (37 CFR 3.41) \$40		
		<u>-</u>		D*		
				X Enclosed		
	Street Address: 28 State Street  City: Boston State: MA Zip: 02109			Authorized to be charged to deposit account		
			8. Deposit account number:			
				(Attach duplicate copy of this page if paying by deposit account)		
2 DBY	TRNE 00000254 1912065	DO NOT U	JSE TI	THIS SPACE		
	40.00 OP					
9.	Statement and signature.					
		f, the foregoing information,	is true	e and correct and any attached copy is a true copy of the original		
	document.	$X/\Omega$	1	1 1		
	Amy B. Spagnole, Esq.	(In I) Si	000	mole $419100$		
		Signat	ure	Date		
		$\sqrt{}$	•			
				Total number of pages comprising cover sheet [ 1		
	OMB No. 0651-0011 (exp. 4/94)					
Mai	documents to be recorded with required		etach th	this portion		
viall	raceaments to be recorded with required		Patent	ts and Trademarks		
			_	nments		
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Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK REEL: 002496 FRAME: 0366

## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 4 day of April, 2002, between Benova, Inc., a corporation of the State of Oregon with a place of business at 1220 S.W. Morrison, Suite 700, Portland, Oregon 97205 (the "Assignor") and FleetBoston Financial Corporation, a corporation of the State of Rhode Island, having a place of business at 100 Federal Street Boston, MA 02110 (the "Assignee").

WHEREAS, the Assignor is the registered proprietor in the United States of the Trademark listed in Schedule A hereto (the "Trademark").

WHEREAS, the Assignor has agreed to assign the Trademark to the Assignee, and the Assignee has agreed to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the Assignor hereby assigns to the Assignee, its successors and assigns, all its full right to and title in the Trademark, including the right to sue for past infringement(s), together with the good will of the business concerned in the goods/services for which the Trademark is registered.

The Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

The Assignor further covenants that the Assignor will, upon the Assignee's request, promptly execute and deliver to the Assignee or its legal representative any and all papers or instruments required to maintain, prosecute and/or register the Trademarks which may be necessary or desirable to carry out the purposes hereof.

TRADEMARK REEL: 002496 FRAME: 0367

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

**ASSIGNOR** 

BENOVA, INC.

Name: Collegi Cain

Title: President

STATE OF Oregon

COUNTY OF Multnomah

The foregoing instrument was acknowledge before me in the City of

Portland, this 4 day of april , 2002, by

Colleen Cain

President of Benova, Inc. a corporation of the State of Oregon, on behalf to the corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and official scal.

Notary Public:

My Commission Expires:

OFFICIAL BEAL STEPHANIE BURGESS NOTARY PUBLIC - OREGON COMMISSION NO. A321546 MY COMMISSION EXPIRES MAR. 14, 2003

**TRADEMARK** 

REEL: 002496 FRAME: 0368

## SCHEDULE A

Mark	Application <u>Number</u>	Filing Date	Reg. No.	Reg. Date
BENOVA	74/386,968	5/6/93	1,912,065	8/15/95

TRADEMARK REEL: 002496 FRAME: 0369

**RECORDED: 04/22/2002**