

11/13/02 RECORDATION
TR

11-19-2002



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To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

Name of conveying party(ies): 2002 NOV 13 AM 9:21
MYCFO, Inc.

FINANCE SECTION

2. Name and address of receiving party(ies)

Name: Harris MYCFO, Inc.

Internal Address: _____

Street Address: 111 W. Monroe St.

City: Chicago State: IL ZIP: 60603

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State DE
- Other _____

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

Additional name(s) of conveying party(ies) attached? Yes No

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

Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: November 1, 2002

Application number(s) or patent number(s):

A. Trademark Application No.(s)

75 / 717,146
75 / 717,174

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

11/18/2002 6TON11 00000075 75717146

DO NOT USE THIS SPACE

01 FC: A521 40.00 DP
02 FC: B522 25.00 DP

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.

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 002620 FRAME: 0033

ASSIGNMENT OF TRADEMARKS

WHEREAS, myCFO, Inc. (the "Assignor"), a Delaware corporation, located and doing business at 2025 Garcia Ave., Mountain View, California 94303, has intended to use the marks MY CFO, Serial No. 75/717146, and MYCFO.COM, Serial No. 75/717174, in commerce and has filed applications, indicating that intention but has not yet filed allegations of use under Sections 1c or d of the Trademark Act;

WHEREAS, the Assignor is assigning the marks in the above-identified applications as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. Section 1060, pursuant that certain Asset Purchase Agreement dated as of September 26, 2002 (the "Purchase Agreement"), by and among the Assignor, Bankmont Financial Corp., a Delaware corporation (the "Parent"), and Harris myCFO, Inc. (the "Assignee"), a Delaware corporation and wholly-owned subsidiary of the Parent doing business at c/o Bankmont Financial Corp., 111 West Monroe St., Chicago, Illinois 60603;

WHEREAS, the Assignee, the successor of the ongoing and existing business or portion thereof of the Assignor to which the marks pertain, is desirous of acquiring said trademarks and the pending intent-to-use applications therefore; and

WHEREAS, in order to effectuate the Assignor's assignment of its entire right, title and interest in and to the Marks to the Assignee, the Assignee is executing this instrument of assignment:

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign unto the said Assignee, its successors and assigns all its right, title and interest in and to said Marks, together with the goodwill of the business symbolized by the Marks, and the above identified applications thereof. This assignment includes the right to sue and recover damages for past and future infringements of the Assignor's rights in the Marks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with said Marks. The right, title and interest is to be held and enjoyed by the Assignee and the Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by the Assignor had this assignment not been made.

The Assignor hereby agrees that the Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish the Assignee as the owner of record of the Marks in the United States.

The Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as the Assignee lawfully may request from time to time, to perfect and vest title in the Marks in the Assignee, or the Assignee's successors and assigns.

(This space intentionally left blank)

IN TESTIMONY WHEREOF, the Assignor has executed this document on the date indicated.

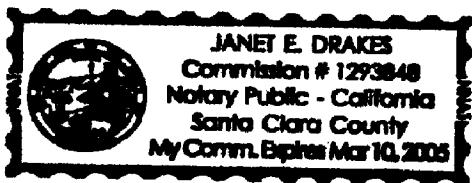
MYCFO, INC.

By: *Arthur V. Shaw*
Arthur V. Shaw
President and Chief Executive Officer

State of California)
County of Santa Clara) SS
~~San Mateo~~

On this 31~~st~~ day of October, 2002, before me, Janet E. Drakes, the undersigned Notary Public, personally appeared Arthur V. Shaw personally known to me ~~OR~~ proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument, and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.



Janet E. Drakes
Notary's Signature

(Signature Page to Assignment of Trademarks)

WINSTON & STRAWN

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WRITER'S DIRECT DIAL NUMBER

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November 7, 2002

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231
Attn: Trademark Assignment Department

Re: BMO Nesbitt Burns/Project Karen/MYCFO

Dear Commissioner:

Enclosed is an Assignment of Trademark Rights together with a check in the amount of \$65.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,

WINSTON & STRAWN



Laura L. Konrath
Senior Legal Assistant

LLK:cl
Enclosures

RECORDED: 11/13/2002

TRADEMARK
REEL: 002620 FRAME: 0036