

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| | | | |
|----------------------------------|--|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Hawkeye Communication, Inc. | | 04/23/2003 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Stellus Consulting, LLC | | |
| Street Address: | 319 First Avenue North, 5th Floor | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55401 | | |
| Entity Type: | Limited Liability Company: MINNESOTA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | | |
| Serial Number: | 78103906 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (612)335-1657 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 6123351448 | | |
| Email: | eric.paulsrud@leonard.com | | |
| Correspondent Name: | Eric D. Paulsrud | | |
| Address Line 1: | 150 South 5th Street, Suite 2300 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| ATTORNEY DOCKET NUMBER: | 56473.00003 | | |
| NAME OF SUBMITTER: | Eric D. Paulsrud | | |

Total Attachments: 1

900000237

**TRADEMARK
REEL: 002648 FRAME: 0616**

OP \$40.00 78103906

ASSIGNMENT OF TRADEMARK

WHEREAS, Hawkeye Communication, Inc., a Delaware corporation, 551 5th Avenue, Suite 1501, New York, NY 10176 ("Assignor"), is the applicant for the mark STELLUS CONSULTING, Serial No. 78/103,906 (Trademark");

WHEREAS, Stellus Consulting, LLC, a limited liability company, 319 First Avenue North, 5th Floor, Minneapolis, MN 55401 ("Assignee"), has been and is desirous of acquiring the trademark application for the Trademark;

WHEREAS, affiliates of Assignor and Assignee have entered into a separate agreement (the "Purchase Agreement") dated December 31, 2002 wherein Assignee's affiliate acquired from Assignor's affiliate that business conducted under the Trademark STELLUS CONSULTING;

NOW, THEREFORE, for good and valuable consideration (as set forth in the Purchase Agreement), which consideration is in excess of \$10.00, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby sell, assign and transfer unto Assignee all of its right, title, and interest in and to the Trademark, if any, together with the goodwill of the business symbolized by the Trademark, if any, and all of its right, title and interest in and to the Trademark application. This assignment described above constitutes the assignment of the Trademark as contemplated by the Purchase Agreement.

Assignor warrants and represents that it has not assigned any rights relating to the Trademark nor is it aware of nor has it allowed any liens or adverse claims against the Trademark.

This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date set forth below.

Hawkeye Communication, Inc.,
a Delaware corporation

Date: April 23, 2003

By: 

Title: CFO