

01-17-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102341083

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

1. Name of conveying party(ies):  
 Sparak Financial Systems, LLC *12-19-02*

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other Limited Liability Company

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

2. Name and address of receiving party(ies)  
 Name: Meca Software, LLC  
 Internal Address: \_\_\_\_\_  
 Street Address: 2939 Miller Road  
Decatur      GA      30035  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Limited Liability Company - Delaware

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 9/20/2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
1,769,835      2,315,731  
2,337,434      2,331,100

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Kevin A. Johnson  
 Internal Address: \_\_\_\_\_  
Harland Financial Solutions, Inc.  
 Street Address: 400 SW Sixth Avenue  
 City: Portland      State: OR      Zip: 97204

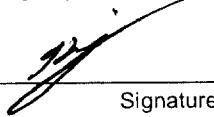
6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

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.*

Kevin A. Johnson            12/16/2002  
 Name of Person Signing      Signature      Date

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

01/16/2003 6T0N11 00000161 1769835

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

01 FC:8521 40.00 OP  
02 FC:8522 75.00 OP

TRADEMARK REEL: 002651 FRAME: 0557

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**APPOINTMENT OF POWER OF ATTORNEY**

REGISTRANT : HFS Systems, LLC

MARKS : SPARAK 3000 1,769,835  
SPARAK and Design 2,315,731  
SPARAK 2,337,434  
Arc Image 2,331,100

DATE : December 16, 2002

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

Dear Sir or Madam:

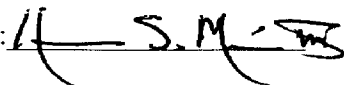
In the future any correspondence related to the above-mentioned marks, in connection with the following grant of power of attorney, should be sent to: Kevin A. Johnson, 400 SW Sixth Avenue, Portland, Oregon 97204.

**POWER OF ATTORNEY**

Registrant appoints Kevin A. Johnson, of Harland Financial Solutions, Inc, member of the Bar of the State of Missouri, whose postal address is 400 SW Sixth Avenue, Portland, OR 97204, telephone number (503) 274-7280 ext. 2821, fax number (503) 790-9292 and email address [kjohnson@harlandfs.com](mailto:kjohnson@harlandfs.com), to transact all business in the Patent and Trademark Office, or the Courts, in connection with the above marks, and to receive any correspondence in connection with any of such marks, with full powers of substitution, revocation and addition, simultaneously revoking all previous powers.

**DECLARATION**

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. 1051(b), he/she believes the applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the above-identified mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature :  Date : December 16, 2002

Name : Herman S. Muir III

Title : V. P. & General Counsel

# ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made this 20th day of September 2002 (hereinafter referred to as the "Effective Date"), by and between SPARAK FINANCIAL SYSTEMS, LLC, a Wisconsin limited liability company, having its headquarters at 2701 12th Avenue SW, Fargo, North Dakota 58103 (the "Assignor"), and MECA SOFTWARE, L.L.C., a Delaware limited liability company, having offices at 2939 Miller Road, Decatur, Georgia 30035 (the "Assignee").

## RECITALS

A. Pursuant to the terms of an Asset Purchase Agreement dated as of the date hereof between Assignor and Assignee (the "Purchase Agreement"), Assignee has agreed to purchase certain assets from Assignor.

B. In connection with the transactions contemplated by the Purchase Agreement, Assignor desires to assign its right, title and interest in the certain trademarks to Assignee, and Assignee desires to accept such assignments.

## AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definitions of Assigned Trademarks. The term "Assigned Trademarks" shall mean those trademark registrations, trademark applications, and/or common law trademarks listed in Appendix A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Assigned Trademarks. The assignment of the Assigned Trademarks granted by Assignor to Assignee in this Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

3. Representations.

3.1 Organization. Each party represents and warrants that it is a limited liability company, which is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or registration and has the full limited liability company power and authority to enter into this Assignment and perform its agreements and covenants to be performed hereunder.

3.2 Authority. Each party represents and warrants that the execution and delivery of this Assignment by it and the performance by it of its covenants and agreements hereunder have been duly authorized by all necessary limited liability company action and, when executed and delivered by it, this Assignment shall constitute the valid and legally binding agreement of it, enforceable against it in accordance with its terms.

3.3 Conflicts. Each party represents and warrants that neither the execution and delivery of this Assignment nor the consummation or performance by it of the transactions contemplated herein will violate any provision of its Certificate or Articles of Organization or operating agreement or any law, rule, regulation, writ, judgment, injunction, decree, determination, award, or other order of any court, government or governmental agency or instrumentality, domestic or foreign, or conflict with or result in any breach of any of the terms of, or the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature pursuant to the terms of, any contract or agreement to which it is a party or by which it, or any of its assets and properties, is bound.

4. General Provisions.

4.1 Merger and Integration. This Assignment represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

4.2 Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

4.3 No Waiver. Failure of any party at any time to require performance of any provision of this Assignment shall not affect the right of any party to require full performance thereafter; a waiver by any party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that party from again enforcing such term or condition in the future with respect to subsequent events.

4.4 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of assignor and assignee. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

4.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

4.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

4.7 Recitals. The parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

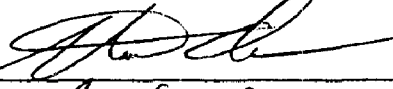
4.8 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, USA.

4.9 Further Assurances. Upon request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned

Trademarks and to otherwise effectuate the transactions contemplated by this Assignment.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

SPARAK FINANCIAL SYSTEMS, LLC

BY   
Title Pres & CEO

Date: September 20, 2002

MECA SOFTWARE, L.L.C.

BY   
Title \_\_\_\_\_

Date: 9-20-02

APPENDIX A

LIST OF THE ASSIGNED TRADEMARKS

	<u>Trademark</u>	<u>Registration No.</u>	<u>Date</u>
1.	SPARAK 3000	1,769,835	May 11, 1993
2.	SPARAK and design	2,315,731	February 8, 2000
3.	SPARAK	2,337,434	April 4, 2000
4.	Arc Image	2,331,100	March 21, 2000