

03-20-2003



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

102394997

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

1. Name of conveying party(ies):

Telmark LLC

3-18-03

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Limited Liability Company
- 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: 2/28/03

2. Name and address of receiving party(ies)

Name: Wells Fargo Financial Leasing, Inc.

Internal Address:

Street Address: 800 Walnut Street

City: Des Moines State: IA Zip: 50309

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Iowa
- 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) See Attachment A

B. Trademark Registration No.(s) See Attachment A

Additional number(s) attached Yes No

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

Name: Adam Lindquist Scoville

Internal Address: Faegre & Benson LLP

Street Address: 370 17th Street, Suite 2500

City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

See transmittal letter

DO NOT USE THIS SPACE

9. Signature.

Adam Lindquist Scoville
Name of Person Signing

Signature

March 13, 2003
Date

Total number of pages including cover sheet, attachments, and document: 6

03/19/2003 LINDQUIST SCOVILLE 00000024 1548604

01 FC:0521
02 FC:0522

40.00 OP
350.00 OP

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

FINANCE SECTION
MAR 18 AM 11:15
RECORDS

ATTACHMENT A

Recordation Form Cover Sheet – Trademarks Only

Page 2

Continuation of Item #4 – Application or Registration Numbers

ASSIGNED TRADEMARKS	REGISTRATION/APPLICATION NUMBERS
AGRI-LEAD	1,548,604
AGRI-LEASE	778,628
AGRI-LEASE	1,478,073
T and Design	2,287,962
TELCARD	1,341,499
TELCARD	1,511,241
TELCARD	1,536,731
TELEASE	1,588,168
TELEASE FINANCIAL SERVICES	2,315,559
TELMARK	1,339,539
TELMARK	1,487,757
TELMARK & DESIGN	2,287,901
TFS (Logo)	2,274,786
THE FLEXIBLE FINANCING ALTERNATIVE	1,537,821
TELMARK EXPRESS	76/400,942

DNVR1:60225504.01

UNITED STATES TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of February 28, 2003, between Telmark, LLC, a Delaware limited liability company ("Assignor") and Wells Fargo Financial Leasing, Inc., an Iowa corporation ("Assignee").

WHEREAS Assignor is the owner of the trademark and service mark applications and registrations and common law trademark and service mark rights in the form more fully described in **Annex 1** hereto (the "Trademarks");

WHEREAS pursuant to the terms of that certain Asset Purchase Agreement dated as of December 20, 2002 (as amended and supplemented, the "Asset Purchase Agreement") by and between Assignor, Assignee and Telmark Lease Funding II, LLC, a Delaware limited liability company, Telmark Lease Funding III, LLC, a Delaware limited liability company, Telease Financial Services, Ltd., an Ontario corporation, and Agway, Inc., a Delaware corporation, Assignor has agreed to assign to Assignee all right, title, and interest in and to the Trademarks (and all extensions and renewals of the registrations thereof and the portion of the business to which the Trademarks pertain), together with the goodwill associated therewith; and

WHEREAS Assignee now desires Assignor to execute and deliver to Assignee this Trademark Assignment to effect the assignment of the Trademarks to Assignee in accordance with the Asset Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement.

2. Conveyance. In connection with the transfer of the portion of the business to which the Trademarks pertain, Assignor hereby sells, transfers, conveys, assigns, and sets over unto Assignee, its successors and assigns, all right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with the goodwill of Assignor's business in which the Trademarks are used and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof.

3. Binding Effect; No Third Party Beneficiaries. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, permitted assigns and legal representatives. This Trademark Assignment is for the sole and exclusive benefit of Assignor, Assignee and their respective successors and permitted assigns, and nothing herein is intended or shall be construed to confer upon any person other than Assignor, Assignee and their respective successors and permitted assigns any right, remedy or claim under or by reason of this Trademark Assignment or any term, covenant or condition hereof.

4. Headings: Copies. The section headings contained in this Trademark Assignment are included for convenience only and shall not affect in any way the meaning of interpretation of this Trademark Assignment. A facsimile or other copy of this Trademark Assignment shall have the full force and effect of the original.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Trademark Assignment as of the day and year first set forth above.

Assignor:

Telmark, LLC, a Delaware limited liability company

By: [Signature]
Name: _____
Title: _____

State of New York)
County of Onondaga) ss.

Before me, a Notary Public within and for said County, personally appeared Daniel J. Edinger the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed on this 21st day of February, 2003.

TERRI L. DeBottis
Notary Public

TERRI L. DeBOTTIS
Notary Public in the State of New York
Qualified in Onon. Co. No. 4667977
My Commission Expires August 31, 2003

ANNEX 1

U.S. Trademarks

Registration Number 1,548,604 for the mark AGRI-LEAD for agricultural and commercial building leasing services and leasing equipment and machinery for agricultural and commercial use;

Registration Number 1,478,073 for the mark AGRI-LEASE for leasing of capital, leasing of agricultural machinery, buildings and equipment;

Registration Number 778,628 for the logo AGRI-LEASE for leasing of capital, leasing of agricultural machinery, buildings and equipment;

Registration Number 2,287,962 for the mark T and Design for agricultural and commercial building leasing services, leasing equipment and machinery for agricultural and commercial use;

Registration Number 1,341,499 for the mark TELCARD for equipment leasing services in the agricultural field;

Registration Number 1,511,241 for the mark TELCARD for leasing equipment and machinery for agricultural and commercial use;

Registration Number 1,536,731 for the mark TELCARD for agricultural and commercial building leasing services;

Registration Number 1,588,168 for the mark TELEASE for agricultural and commercial building leasing services and leasing equipment and machinery for agricultural and commercial use;

Registration Number 2,315,559 for the mark TELEASE FINANCIAL SERVICES for agricultural building leasing and financial services; commercial building leasing and financing services, financing of motor vehicles and financing of equipment and machinery for agricultural and commercial use; leasing of industrial equipment and machinery for commercial use, leasing of motor vehicles and leasing of agricultural equipment and machinery;

Registration Number 1,339,539 for the mark TELMARK for building, machinery, and equipment leasing services in the agricultural field;

Registration Number 1,487,757 for the mark TELMARK for agricultural and commercial building leasing services, leasing equipment and machinery for agricultural and commercial use;

Registration Number 2,287,901 for the mark TELMARK & DESIGN for agricultural and commercial building leasing services and leasing equipment and machinery for agricultural and commercial use;

Registration Number 2,274,786 for the mark TFS (logo) for agricultural and commercial building leasing and financing services, financing of motor vehicles, and financing of equipment and machinery for agricultural and commercial use, leasing of machinery for commercial use and leasing of equipment for agricultural and commercial use, for leasing of motor vehicles, for leasing of agricultural machinery;

Registration Number 1,537,821 for the mark THE FLEXIBLE FINANCING ALTERNATIVE for agricultural and commercial building leasing services, and leasing equipment and machinery for agricultural and commercial use; and

Pending Application Number 76/400942 for the mark TELMARK EXPRESS agricultural and commercial building leasing services and leasing equipment and machinery for agricultural and commercial use.

The Trademarks shall further include any plain type, stylized or logo versions of any of the items set forth above, and any common-law rights and state applications and registrations for any of the foregoing.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor: Telmark LLC Assignee: Wells Fargo Financial Leasing, Inc. Filed: Herewith	Docket No. 19572/277390
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Box Assignments
 FEE
 Commissioner of Patents and Trademarks
 Washington, D.C. 20231

I CERTIFY THAT, ON MARCH 13, 2003, THIS PAPER IS BEING DEPOSITED WITH THE U.S. POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO BOX ASSIGNMENTS FEE, THE COMMISSIONER OF PATENTS AND TRADEMARKS, WASHINGTON, D.C. 20231.


 Debbi J. Camp

TRANSMITTAL LETTER

Enclosed for filing are the following papers in connection with the above-identified trademark assignment:

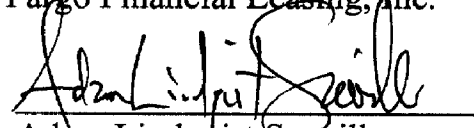
1. Check in the amount of \$ 390.00;
2. Recordation Cover Sheet;
3. Trademark Assignment Document; and
4. Postcard: A self-addressed return postcard in accordance with T.M.E.P. Section 703 itemizing all of the above-referenced documents filed with the United States Patent and Trademark Office.

In the event the amount submitted is insufficient, the Commissioner is hereby authorized to charge the balance needed or credit any overpayment to our Deposit Account No. 06-0029 and notify us of the same.

Respectfully Submitted,

Wells Fargo Financial Leasing, Inc.

By:


 Adam Lindquist Seoville
 FAEGRE & BENSON LLP
 2500 Republic Plaza
 370 Seventeenth Street
 Denver, CO 80202
 303/607-3667

Dated: March 13, 2003

DNVR1:60225451.01