

05-19-03

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102456073

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.
P.O. Box 1450
Alexandria, VA 22313-1450

1. Name of conveying party(ies): 5-15-03
My CFO, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
Name: Harris myCFO, Inc.
Internal Address 1700 Seaport Blvd., 4th Floor
Street Address
City Redwood City State CA ZIP 94063

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: October 31, 2002

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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) 75/717146, 75/717174
Additional numbers attached? Yes No

B. Trademark registration No.(s) NONE

5. Name and address of party to whom correspondence concerning document should be mailed:
PENNIE & EDMONDS LLP
3300 Hillview Avenue
Palo Alto, California 94304
Attn: Andrew J. Gray IV
File No.: 10398-0012-999

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41).....\$ 65.00
Please charge to the deposit account listed in Section 8.
8. Deposit account number:
16-1150

05/15/2003 TDIAT1 0000032 161150 75/717146

DO NOT USE THIS SPACE

01 FC:0521 40.00 CH
02 FC:0522 25.00 CH
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.

Andrew J. Gray IV
Name of Person Signing

[Signature]
Signature

May 15, 2003
Date

Total number of pages comprising cover sheet: 3

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~~ Mateo) SS

On this 31st 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)