

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Assignment
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Security Van Kasper, Inc.		01/01/2001	CORPORATION: UTAH

RECEIVING PARTY DATA	
Name:	Wells Fargo Insurance, Inc.
Street Address:	600 S Hwy 169 12th Flr
City:	St. Louis Park
State/Country:	MINNESOTA
Postal Code:	55426
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1487768	SKI MED

CORRESPONDENCE DATA	
Fax Number:	(612)766-1623
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6127667000
Email:	trademarkmpls@faegre.com
Correspondent Name:	Faegre & Benson LLP
Address Line 1:	90 South Seventh Street
Address Line 2:	2200 Wells Fargo Center
Address Line 4:	Minneapolis, MINNESOTA 55402-3901

ATTORNEY DOCKET NUMBER:	11554-233670
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NAME OF SUBMITTER:	Kerry R. Thompson - Paralegal
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Total Attachments: 4
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ASSET PURCHASE AGREEMENT

THIS AGREEMENT, effective as of 12:02 a.m. Eastern Standard Time on the 1st day of January, 2001, is executed by and between First Security Van Kasper, Inc. (hereinafter called the Seller) and Wells Fargo Insurance, Inc. (hereinafter called the Buyer).


1. Seller hereby sells, assigns, transfers and conveys to the Buyer, and Buyer hereby purchases, assumes, accepts and acquires from Seller all of the assets and liabilities of Seller's insurance agency division (the "Assets"). Seller and Buyer agree to provide a schedule of Assets within 30 days following the Effective Time.
2. The Purchase Price shall be \$ [REDACTED] Dollars), subject to adjustment to reflect the actual net book value of the Assets at the Effective Time.
The Effective Time shall be 12:02 a.m. Eastern Standard Time on January 1, 2001. Seller hereby provides Buyer with a bill of sale for the Assets in a form shown in Exhibit A hereto.
3. With respect to the Assets, the Seller warrants that:
 - (a) It owns outright and has full and perfect title to all of the Assets, free and clear of all claims, liens, pledges and other encumbrances of any kind whatsoever.
 - (b) It is a duly formed and validly existing corporation under its state of incorporation and has full power and authority to sell, assign, transfer and convey the Assets to the Buyer, and all other necessary proceedings on the part of the Seller have been duly taken to authorize the sale.
4. Buyer warrants that:
 - (a) It is a duly formed and validly existing corporation and has full power and authority to purchase the Assets from Seller, and all other necessary proceedings on the part of the Buyer have been duly taken to authorize the purchase.
 - (b) Buyer has full power and authority and has obtained all necessary licenses to carry on business as it is now being conducted.

5. Wherefore, the parties sign below evidencing their agreement with the terms of this Agreement.

FIRST SECURITY VAN KASPER, INC.

WELLS FARGO INSURANCE, INC.

By: _____
Name:
Title:

By: 
Name: *Kenneth*
Title: *Sr Vice President*

Attested
By: *June M. Hark*

5. Wherefore, the parties sign below evidencing their agreement with the terms of this Agreement.

FIRST SECURITY VAN KASPER, INC.

WELLS FARGO INSURANCE, INC.

By: [Signature]
Name: JIM H. CHUNG
Title: SECRETARY, CVP, COO

By: _____
Name: _____
Title: _____

Attested
By: _____


BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that First Security Van Kasper, Inc., a Utah corporation, "Seller", for valuable consideration to it in hand paid by Wells Fargo Insurance, Inc., a Minnesota corporation, "Buyer", the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Buyer, its successors and assigns forever, the Assets as defined in an Asset Purchase Agreement dated as of January 1, 2001 and executed by and between Seller and Buyer, on an "as is" basis and with no warranties whatsoever.

TO HAVE AND TO HOLD THE SAME unto the said Buyer, its successors and assigns forever. And Seller, for itself and its successors, covenants and agrees to and with Buyer, its successors and assigns, to warrant and defend the sale of said property hereby made unto Buyer, its successors and assigns, against all and every person and persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS HEREOF, the Seller has caused these presents to be executed in its name by its duly authorized officers to be effective at 12:02 a.m. Eastern Standard Time on January 1, 2001.

FIRST SECURITY VAN KASPER, INC.

By 
Its Secretary, E.V.P., E.O.