

4/26/04

04-29-2004



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

RECORD SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): Computer Doctor International, Inc. 12 2nd Ave. SW Aberdeen, SD 57401

2. Name and address of receiving party(ies) Name: Expetec Corporation, Inc. Internal Address: Street Address: 12 2nd Ave. SW City: Aberdeen State: SD Zip: 57401

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: February 20, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/249,245 78/249,283, 78/248,336

B. Trademark Registration No.(s) 1,397,956 2,595,965

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Leonard & Proehl, Prof., LLC Internal Address: Suite 250 Street Address: 3500 S. First Ave. Circle City: Sioux Falls State: SD Zip: 57105-5802

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41) \$ 200.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: Troy N. Leonard Name of Person Signing [Signature] Signature 4/26/04 Date

Total number of pages including cover sheet, attachments, and document: 13

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

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FEB 23 2004

TRADEMARK ASSIGNMENT

This Trademark Assignment is made this 20th day of February, 2004, by **Computer Doctor International, Inc.** ("Assignor" herein) having its principal place of business at 12 2nd Ave. SW Aberdeen, South Dakota 57401, to **Expetec Corporation** ("Assignee" herein) having its principal place of business at 12 2nd Ave. SW Aberdeen, South Dakota 57401.

WITNESSETH:

WHEREAS Assignor is the owner of a federal mark registration for EXPETEC which was registered by the United States Patent & Trademark Office on July 16, 2002 and issued Reg. No. 2595965 (hereinafter referred to as the "subject mark"); and

WHEREAS, Assignor, re-named its corporation to "Expetec Corporation" which articles of amendment were approved by the South Dakota Secretary of State's Office on December 1, 2003; and

WHEREAS Assignor desires to confirm and formally transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the subject mark along with any and all goodwill symbolized by said subject mark; and

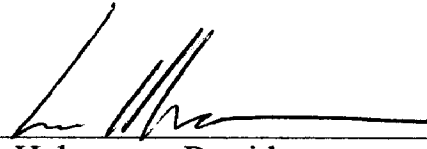
WHEREAS this assignment is done *nunc pro tunc* in that Assignor intended to assign and transfer, and did in fact assign and transfer the aforementioned subject mark and all goodwill symbolized thereby to Assignee as part of the earlier name change process.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the subject mark, as well as any and all goodwill symbolized thereby or connected therewith effective December 1, 2003. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesaid registration to Assignee consistent with this assignment.

IN WITNESS WHEREOF, I have hereunto signed my name on the day and year set forth below.



Lonnie Helgerson, President
Expetec Corporation, Inc. f/k/a
Computer Doctor International, Inc.

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF BROWN)

On this 20th day of February 2004, before me personally appeared the above-named Lonnie Helgerson, President of Expetec Corporation, Inc. (f/k/a Computer Doctor International, Inc.) known by me to be the person described herein and who has authority to execute the foregoing instrument, and he acknowledged that he executed the same as his free act and deed, on the day and year aforesaid.

(SEAL)

Janet M. Pence
Notary Public-South Dakota
My Commission Expires: October 10, 2009

TRADEMARK ASSIGNMENT

FFB 2 3 2 1

This Trademark Assignment is made this 20th day of February, 2004, by **Computer Doctor International, Inc.** ("Assignor" herein) having its principal place of business at 12 2nd Ave. SW Aberdeen, South Dakota 57401 to **Expetec Corporation** ("Assignee" herein) having its principal place of business at 12 2nd Ave. SW Aberdeen, South Dakota 57401.

WITNESSETH:

WHEREAS Assignor is the owner of a federal mark registration for "**THE SMART CONNECTION**" which was registered by the United States Patent & Trademark Office on June 17, 1986 and issued Reg. No. 1397956 (hereinafter referred to as the "subject mark"); and

WHEREAS, Assignor, re-named its corporation to "Expetec Corporation" which articles of amendment were approved by the South Dakota Secretary of State's Office on December 1, 2003; and

WHEREAS Assignor desires to confirm and formally transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the subject mark along with any and all goodwill symbolized by said subject mark; and

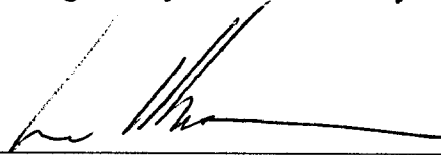
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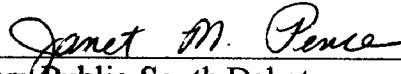
STATE OF SOUTH DAKOTA)

:SS

COUNTY OF BROWN)

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(SEAL)



Notary Public-South Dakota
My Commission Expires: October 10, 2009

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WITNESSETH:

WHEREAS, Assignor, a South Dakota Corporation, on May 12, 2003 filed an application to register EXPETEC (stylized) which application has been assigned serial number 78/248336 (hereinafter the "subject mark"),

WHEREAS, Assignor, re-named its corporation to "Expetec Corporation" which articles of amendment were approved by the South Dakota Secretary of State's Office on December 1, 2003; and

WHEREAS Assignor desires to confirm and formally transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the subject mark along with any and all goodwill symbolized by said subject mark; and

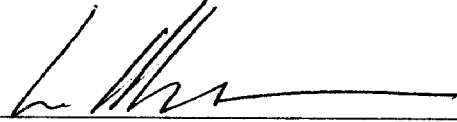
WHEREAS this assignment is done *nunc pro tunc* in that Assignor intended to assign and transfer, and did in fact assign and transfer the aforementioned subject mark and all goodwill symbolized thereby to Assignee as part of the earlier name change process.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the subject mark, as well as any and all goodwill symbolized thereby or connected therewith effective December 1, 2003. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date.

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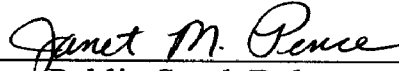


Lonnie Helgerson, President
Expetec Corporation, Inc. f/k/a
Computer Doctor International, Inc.

STATE OF SOUTH DAKOTA)
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WITNESSETH:

WHEREAS, Assignor, a South Dakota Corporation, on May 13, 2003 filed an intent to use application to register **INST@NTRFX** which application has been assigned serial number 78/249283 (hereinafter the "subject mark"); and

WHEREAS, Assignor, re-named its corporation to "Expetec Corporation" which articles of amendment were approved by the South Dakota Secretary of State's Office on December 1, 2003; and

WHEREAS, based upon the name change, Assignee is the "successor to the business of the applicant" which business is on-going and existing; as such, this assignment is recognized and permitted pursuant to 15 U.S.C. 1060 (See TMEP §501.01(a));

WHEREAS Assignor desires to confirm and formally transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the subject mark along with any and all goodwill symbolized by said subject mark; and

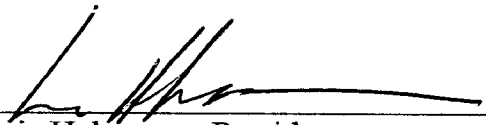
WHEREAS this assignment is done *nunc pro tunc* in that Assignor intended to assign and transfer, and did in fact assign and transfer the aforementioned subject mark and all goodwill symbolized thereby to Assignee as part of the earlier name change process.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the subject mark, as well as any and all goodwill symbolized thereby or connected therewith effective December 1, 2003. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so consistent with this assignment.

IN WITNESS WHEREOF, I have hereunto signed my name on the day and year set forth below.

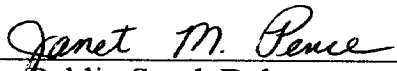


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STATE OF SOUTH DAKOTA)
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(SEAL)



Notary Public-South Dakota
My Commission Expires: October 10, 2009

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WITNESSETH:

WHEREAS, Assignor, a South Dakota Corporation, on May 13, 2003 filed an intent to use application to register **INSTANTFX** which application has been assigned serial number 78/249245 (hereinafter the "subject mark"); and

WHEREAS, Assignor, re-named its corporation to "Expetec Corporation" which articles of amendment were approved by the South Dakota Secretary of State's Office on December 1, 2003; and

WHEREAS, based upon the name change, Assignee is the "successor to the business of the applicant" which business is on-going and existing; as such, this assignment is recognized and permitted pursuant to 15 U.S.C. 1060 (See TMEP §501.01(a));

WHEREAS Assignor desires to confirm and formally transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the subject mark along with any and all goodwill symbolized by said subject mark; and

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