

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Y. Keffer		12/18/2003	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA	
Name:	Forum Financial Group, Limited Liability Company
Street Address:	Two Portland Square
City:	Portland
State/Country:	MAINE
Postal Code:	04101
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	1860514	FORUM FINANCIAL GROUP
Registration Number:	1879312	FORUM GROUP MARKETING
Registration Number:	1878867	FORUM INVESTMENTS
Serial Number:	78270933	GTAS
Serial Number:	78235614	HEDGELINK
Registration Number:	2017073	FORUM FINANCIAL SERVICES, INC.
Registration Number:	1820799	FORUM FUNDS
Registration Number:	1830884	CORE AND GATEWAY
Serial Number:	78270942	GTAS

CORRESPONDENCE DATA	
Fax Number:	(312)360-6598
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	312-360-6000
Email:	agoldstein@freebornpeters.com
Correspondent Name:	Andrew L. Goldstein
Address Line 1:	311 S. Wacker Dr.

CH \$240.00 1860514

Address Line 2: Suite 3000  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 14600-0001

NAME OF SUBMITTER: Andrew L. Goldstein

Total Attachments: 7  
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 5<sup>th</sup> day of December, 2003 (the "Effective Date"), by and between John Y. Keffer, an individual (the "Assignor") and Forum Financial Group, Limited Liability Company, a Delaware limited liability company (the "Assignee").

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated as of November 2, 2003 (the "Purchase Agreement"), pursuant to which it is a condition to closing that Assignor assign to Assignee all of Assignor's right, title and interest in and to the domestic and foreign trademarks, services marks and logos, and any registrations and pending applications associated therewith, that are listed in Schedule A hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

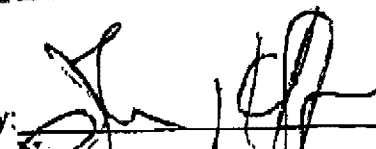

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all goodwill associated therewith or symbolized thereby, all common law trademark rights related thereto in all jurisdictions, together with the right to sue and recover damages for future, present and past infringements thereof and to fully and entirely stand in the place of Assignor in all matters related thereto. This Assignment is intended to be an absolute assignment and not by way of security.
2. Representations and Warranties of Assignor. Assignor represents, warrants and covenants that, as of the Effective Date: (a) Assignor shall not, and shall not permit any other person to, use (except as expressly set forth in the Transition Services Agreement), apply for or register any trademarks that are identical or confusingly similar to any of the Assigned Trademarks and (b) the domestic and foreign trademarks, services marks and logos, and the registrations and pending applications associated therewith, that are listed in Schedule A hereto represent a complete and accurate list of all of the relevant trademarks owned by or on behalf of Assignor that are associated with the "Forum" name or businesses or otherwise incorporate the word "Forum" or any derivation thereof.
3. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and assigns may reasonably request from time to time to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement. Assignee, or its successors or assigns, as the case may be, shall be responsible for all reasonable out-of-pocket costs and expenses incurred by Assignor in executing and delivering any of the foregoing, which costs and expenses, for the avoidance of doubt, shall not include attorneys' fees incurred in connection with the foregoing.

4. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflicts of law provision that would cause the application of the laws of any jurisdiction other than the State of New York. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by each party hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
the date and year first above written.

**FORUM FINANCIAL GROUP, LIMITED  
LIABILITY COMPANY**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
**JOHN Y. KEFFER**



**SCHEDULE A**  
**ASSIGNED TRADEMARKS**

<b>Trademark</b>	<b>U.S. Registrations &amp; Applications</b>	<b>Foreign Registrations and Applications</b>
1) FORUM FINANCIAL GROUP	U.S. - REGISTERED U.S. REGISTRATION NO. 1,860,514 (SERIAL NO.)	CAN - REGISTERED - TMA 548,100 EU - REGISTERED - 000882407 POLAND - REGISTERED
2) FORUM GROUP	APPLICATION ABANDONED	Not Applied For
3) FORUM TRUST	Not Applied For	CAN - REGISTERED - TMA 548,101 EU - REGISTERED - 000882415
4) FORUM BANK	APPLICATION PENDING (SERIAL NO.) (78/063,343)	Not Applied For
5) FORUM GROUP MARKETING	U.S. - REGISTERED U.S. REGISTRATION NO. 1,879,312 (SERIAL NO.)	Not Applied For
6) FORUM INVESTMENTS	U.S. - REGISTERED U.S. REGISTRATION NO. 1,878,867 (SERIAL NO.)	Not Applied For

7) FORUM TECHNOLOGY SERVICES	Not Applied For	EU - REGISTERED - 000882449 CAN - REGISTERED - TMA 548,403
8) GTAS	APPLICATION PENDING SERIAL NO. 78/270,933	APPLICATION SUBMITTED
9) HEDGELINK	APPLICATION PENDING SERIAL NO. 78/235,614	Not Applied For
10) FORUM FINANCIAL SERVICES INC	U.S. - REGISTERED U.S. REGISTRATION NO. 2,017,073 (SERIAL NO.)	Not Applied For
11) FORUM FUNDS	U.S. - REGISTERED U.S. REGISTRATION NO 1,820,799 (SERIAL NO.) (74/237,644)	CAN - REGISTERED - TMA 548,099 EU - REGISTERED - 000882381
12) CORE & GATEWAY	U.S. - REGISTERED U.S. REGISTRATION NO. 1,830,884 (SERIAL NO.)	CAN - REGISTERED - TMA 521,574 EU - REGISTERED - 000882340
13) FORUM 14) FORUM POLSKA	Not Applied For Not Applied For	POLAND - REGISTERED POLAND - REGISTERED
15) OFI 16) OBSLUGA FUNDUSZY INWESTYCYJNYCH	Not Applied For Not Applied For	POLAND - REGISTERED POLAND - REGISTERED



<p>FORUM FINANCIAL GROUP POLSKA</p>	<p>Not Applied For</p>	<p><b>POLAND - REGISTERED</b></p>
<p>18) COLUMN LOGO/PILLAR DESIGN (DESIGN ONLY)</p>	<p>Not Applied For</p>	<p><b>EU - REGISTERED - 882,480</b> <b>CAN - REGISTERED - TMA</b> <b>521,583</b> <b>POLAND - REGISTERED</b></p>
<p>19) FORUM FINANCIAL GROUP &amp; DESIGN</p>	<p>Not Applied For</p>	<p><b>CAN - REGISTERED - TMA</b> <b>548,102</b> <b>EU - REGISTERED - 882,456</b></p>
<p>20) COLUMN PLUS FORUM 21) OFI LOGO</p>	<p>Not Applied For Not Applied For</p>	<p><b>POLAND - REGISTERED</b> <b>POLAND - REGISTERED</b></p>
<p>22) GTAS</p>	<p><b>APPLICATION PENDING</b> SERIAL NO. 78/270,942</p>	