

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Sky Financial Group, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Ohio

Execution Date(s) 2-24-2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Sky Financial Solutions, Inc.

Internal

Address: _____

Street Address: 2740 Airport Drive

City: Columbus

State: Ohio

Country: &SA _____ Zip: 43219

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Ohio
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2616853

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Michael A. Grow

Internal Address: Arent Fox PLLC

Street Address: 1050 Connecticut Avenue, NW

City: Washington, DC

State: _____ Zip: 20036

Phone Number: 202 857 6389

Fax Number: 202 857 6395

Email Address: grow.michael@arentfox.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

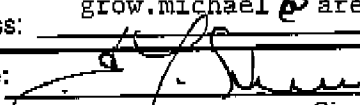
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 012300

Authorized User Name Michael A. Grow

9. Signature:



Signature

11-19-2004

Date

E.F. Henry/Trademark Specialist

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

CH \$40.00 012300 2616853

SKY FINANCIAL EXEC

419 254 6345

03/30 '04 08:41 NO. 681 04/06

BILL OF SALE AND ASSIGNMENT AGREEMENT

This Bill of Sale and Assignment Agreement (this "Bill of Sale") is made and entered by and between Sky Financial Group, Inc., an Ohio corporation ("Assignor"), and Sky Financial Solutions, Inc., an Ohio corporation ("Assignee"), pursuant to Section 5.8 of that certain Purchase Agreement by and between Assignor and MBNA America (Delaware), N.A., dated as of February 24, 2004 (the "Agreement").

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

In consideration of the payments made pursuant to the Agreement and for such other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged:

1. Transfer of Assets.

(a) Assignor does hereby sell, transfer, convey, assign, and deliver to Assignee, for Assignee's own use and benefit forever, all of Assignor's right, title, and interest in, to and under all Intellectual Property related to the Practice Heartbeat Portfolio Management Service, including the trademark PRACTICE HEARTBEAT and U.S. Trademark Application Serial No. 76/152,395, and including without limitation all proceeds from such intellectual property, and the rights to sue for past, present and future infringement, dilution, misappropriation, violation, unlawful limitation and/or breach thereof, and all goodwill of the business in connection therewith and symbolized thereby (all collectively, the "Assets"), free and clear of any and all Liens, and Assignee hereby accepts such sale, transfer, conveyance, assignment and delivery.

(b) From and after the execution of this Agreement, Assignor does for itself, its successors and assigns, hereby covenant and agree that, without further consideration, Assignor will from time to time, as reasonably requested by Assignee, do or cause to be done or execute, acknowledge and deliver to Assignee all such acts, transfers, conveyances, assignments, documents, instruments, powers of attorney and assurances of title (including without limitation, such transfer documents required by the U.S. Patent and Trademark Office as requested by Assignee), as may be proper or necessary for better assuring, conveying, selling, delivering, transferring and assigning all of the Assets hereby conveyed, sold, delivered, transferred and assigned, and to vest all of Assignor's right, title, and interest in the Assets to Assignee.

2. General.

Nothing in this Agreement shall be deemed to modify, limit or amend any of the rights or obligations of Assignee or Assignor under the Agreement.

The provisions of Article 14 of the Agreement are incorporated by reference into this Agreement.

SKY FINANCIAL EXEC

419 254 6345

03/30 '04 08:41 NO. 681 05/06

IN WITNESS WHEREOF, each of Assignee and Assignor, through an authorized officer, has caused this Agreement to be executed in its name this 31st day of March, 2004.

SKY FINANCIAL GROUP, INC.

SKY FINANCIAL SOLUTIONS, INC.

By: Kevin T. Thompson

By: _____

Name: Kevin T. Thompson

Name: Robert E. Dorr

Title: Executive Vice President and Chief Financial Officer

Title: Chief Executive Officer

MAR-30-04 10:17

P. 03

R-001

Job-520

MAR. 30. 2004 10:18AM

SKY FINANCIAL

NO. 620

P. 3

IN WITNESS WHEREOF, each of Assignee and Assignor, through an authorized officer, has caused this Agreement to be executed in its name this 31st day of March, 2004.

SKY FINANCIAL GROUP, INC.

SKY FINANCIAL SOLUTIONS, INC.

By: _____

By: 

Name: Kevin T. Thompson

Name: Robert E. Dorr

Title: Executive Vice President and Chief Financial Officer

Title: Chief Executive Officer

Facsimile

Arent Fox
ATTORNEYS AT LAW

Date/Time: November 19, 2004, 1:37 PM

Pages (including cover): 5

Attorney Client/Matter #: 1180/19418-000

Eileen T. Henry
Trademark Specialist
202.857.6174 DIRECT
202.857.6395 FAX
henry.eileen@arentfox.com

PLEASE DELIVER TO:

Name/Company

Fax #

Verify #

Assignments Section

703-306-5995

Patent and Trademark Office,

MESSAGE/INSTRUCTIONS

PLEASE CALL OUR FAX OPERATOR AS SOON AS POSSIBLE IF TRANSMISSION IS NOT COMPLETE: 202/657-6119

This facsimile contains privileged and confidential information intended only for the use of the addressee(s) named above. If you are not the intended recipient of this facsimile, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone and return the original facsimile to us at the address below via the postal service. Thank you.

Arent Fox PLLC

1650 Connecticut Avenue, NW, Washington, DC 20036-5339

202.857.6000 PHN

202.857.6395 FAX

www.arentfox.com

WASHINGTON DC NEW YORK

TRADEMARK

RECORDED: 11/19/2004

REEL: 002980 FRAME: 0636