

4/4/05
04-12-2005

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



102978476

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):

Servus Financial Corporation

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 12, 2004

- 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: Wells Fargo Home Mortgage, a division of Internal Wells Fargo Bank, N.A.

Address: _____

Street Address: 1 Home Campus

City: Des Moines

State: Iowa

Country: United States Zip: 50328

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

Citizenship _____
Citizenship _____
Citizenship _____
Citizenship National Association
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)

75294275

B. Trademark Registration No.(s)

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: Lester K. Essig

Internal Address: Ray Quinney & Nebeker

Street Address: 36 South State Street
Suite 1400

City: Salt Lake City

State: Utah Zip: 84111

Phone Number: 801-323-3320

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 _____
Authorized User Name _____

9. Signature:

Lester K. Essig
Lester K. Essig Signature
Attorney Acting on Behalf
of Receiving Party

August 20, 2004

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

4/30/04

09-01-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



102826701

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

Tab settings

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

1. Name of conveying party(ies):

Servus Financial Corporation

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

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Address:

Street Address: 1 Home Campus

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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) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75294275

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Name: Lester K. Essig

Internal Address: Ray Quinney & Nebeker

Street Address: 36 South State Street

Suite 1400

City: Salt Lake City State: UT Zip: 84111

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Lester K. Essig

Name of Person Signing Attorney Acting on Behalf of Receiving Party

Signature

August 20, 2004

Date

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

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

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SERVICE MARK ASSIGNMENT AGREEMENT

This Service Mark Assignment Agreement ("Agreement") is entered into by and between Servus Financial Corporation, a Delaware corporation with offices located at MAC# N9305-173, 90 South 7th Street, Minneapolis, Minnesota 55479 (hereinafter "Assignor"), and Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A., a national banking association with its main office at 101 N. Phillips Avenue, Sioux Falls, SD 57104 (hereinafter "Assignee").

RECITALS

A. Assignor is owner of all right, title and interest in and to the service mark, trademark and trade name RAPID REPLY and other variations, as used in any form, design, color, size, print style or medium, with and without accompanying logos and/or slogans, as used in connection with consumer lending services, mortgage lending services, loan approval services, loan financing services and related services and goods (all of the foregoing service mark, trademark and trade name rights are hereinafter collectively referred to as the "Mark").

B. Assignor is owner of a service mark registration application for the Mark filed with the United States Patent and Trademark Office identified as serial number 75-294275 (the service mark registration application and all other registrations and applications of Assignor for the Mark are hereinafter collectively referred to as the "Service Mark Application").

C. Assignee is desirous of acquiring by assignment all of Assignor's right, title and interest in and to the Mark and Service Mark Application.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby unconditionally assigns, transfers, grants, conveys, and relinquishes to Assignee, forever, and Assignee hereby accepts, all of Assignor's right, title and interest, throughout the world, in and to (a) the Mark and Service Mark Application, including, but not limited to, all service mark rights, trademark rights, trade name rights, common law rights, copyrights and other rights therein; (b) the goodwill of the business symbolized by the foregoing; (c) all documents, items and materials relating to ownership of the foregoing; (d) all benefits and advantages relating to use of the foregoing; (e) the right to file any further applications, renewals or extensions under any law, convention or treaty with respect to the foregoing; (f) the right to take any and all actions, and recover, for any past, present or future infringements with respect to the foregoing; and (g) all other powers, privileges and rights with respect to the foregoing (all of the foregoing are hereinafter collectively referred to as the "Assigned Rights").

2. Delivery. Assignor shall deliver and otherwise surrender possession of all documents, items and materials relating to ownership of the Assigned Rights to Assignee upon execution of this Agreement. Assignor shall sign and deliver all other documents, items and materials to, and cooperate with and undertake and perform all tasks reasonably requested by, Assignee, to make the assignment and other provisions of this Agreement effective and to allow Assignee to record, register, assign or otherwise perfect or improve Assignee's rights in the Assigned Rights.

3. Representations. Assignor acknowledges, agrees, represents and warrants that: (a) Assignee shall be and is now, as a result of the foregoing, exclusive owner of all of Assignor's right, title and interest in the Assigned Rights, free and clear of all liens, encumbrances and liabilities; (b) Assignor will not file or otherwise seek registration or other rights in, whether domestic or foreign, and will not challenge or attempt to challenge Assignee's rights in, the Assigned Rights, except as requested by Assignee in writing; (c) Assignor has full authority, capacity, ability and rights to enter into this Agreement and perform in accordance with it, with the person signing below as Assignor being duly authorized to do so; and (d) Assignee is not assuming any liabilities whatsoever under this Agreement.


4. Recordation. The Commissioner of Patents and Trademarks and other state, federal, foreign and international agencies and representatives are hereby requested to permit the recordation of this Service Mark Assignment Agreement and to make corresponding changes to their respective registries to identify Assignee as owner of the Mark, Service Mark Application and related good will.

5. Miscellaneous. This Agreement shall be governed by the laws of the state of Delaware. The headings herein are for reference only and shall not define or limit the provisions hereof. This Agreement may not be altered, modified, amended or changed, in whole or in part, except by a writing executed by the parties. This Agreement shall be binding upon the parties and their heirs, successors, assigns, transferees, grantees, executors and administrators.

IN WITNESS WHEREOF, the parties have executed this Service Mark Assignment Agreement to be effective as of the 12th day of August, 2004.

"Assignor"


SERVUS FINANCIAL CORPORATION

By: 
Name: Laurel A. Holschuh
Title: Executive Vice President

773181.1.w.lke

"Assignee"

WELLS FARGO HOME MORTGAGE,
A DIVISION OF WELLS FARGO BANK, N.A.

By: 
Name: September Wehinger, Justin
Title: Assistant Vice President

Certificate of Mailing

I hereby certify that the foregoing paper(s) or fee(s) are being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Commissioner for Patents and Trademarks, Box Assignments, Washington, D.C. 20231 on the 23rd day of August, 2004.

Lester K. Essig
(Typed or printed name of person signing Certificate)


(Signature of person signing Certificate)

778099.1.w.1ke

Certificate of Express Mail

Express Mail Mailing Label Number: EU871035282US

Date of Deposit: April 4, 2005

I hereby certify that the foregoing papers(s) or fee(s) are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. section 1.10, postage prepaid, in an envelope addressed to the Steven Post, Examiner, U.S. Patent and Trademark Office, Assignment Division, Box Assignments, CG-4, 1213 Jefferson Davis Hwy. Suite 320, Washington, D.C. 20231, on the date indicated above.

Adam Spere

(Typed or printed name of person mailing papers or fees)

William J. Spere

(Signature of person mailing papers or fees)

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