## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank One Corporation		04/22/2003	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	RSM McGladrey, Inc.	
Street Address:	3600 American Boulevard West	
Internal Address:	Third Floor	
City:	Bloomington	
State/Country:	MINNESOTA	
Postal Code:	55431	
Entity Type:	CORPORATION:	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2607301	AUDITOR ASSISTANT
Registration Number:	2710643	

#### **CORRESPONDENCE DATA**

Fax Number: (952)921-7701

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 952-921-7778

Email: Chip.Brixius@rsmi.com
Correspondent Name: Frank J. Brixius Jr.

Address Line 1: 3600 American Boulevard West

Address Line 2: Third Floor

Address Line 4: Bloomington, MINNESOTA 55431

NAME OF SUBMITTER:	Frank J. Brixius Jr.
Signature:	/frank j. brixius jr./

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Date:	07/06/2006			
Total Attachments: 3				
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## Schedule D TRADEMARK ASSIGNMENT

#### RECITALS:

- A. Bank One Corporation ("Seller") is the owner of certain trademarks and trademark registrations listed on the attached Schedule 1 (the "Marks").
- B. This Assignment is entered into contemporaneous with the closing of an Asset Purchase Agreement between Seller's subsidiary, Bank One, N.A. and RSM McGladrey, Inc. ("Buyer"). The Asset Purchase Agreement calls for the transfer and assignment all trademark rights pertaining to a certain software system to Buyer.
- C. Seller wishes to transfer and assign the Marks to Buyer, and Buyer wishes to acquire the Marks, on the terms and conditions set forth herein.

#### AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Seller hereby assigns to Buyer all right, title and interest in and to the Marks, together with the goodwill of the business associated therewith and the registrations thereof in the United States. This Assignment includes all rights in the nature of trademark, service mark, and trade name rights.
- 2. Seller further agrees to execute and deliver without further consideration such other documents and to perform such other lawful acts that the parties mutually agree are necessary to complete this assignment.
- 3. Seller further agrees that this Trademark Assignment and attached Schedule may be filed with the United States Patent and Trademark Office ("PTO"), and Buyer agrees to promptly file such documents in the PTO to transfer the record ownership of the Marks.

[The remainder of this page is left blank.]

[Signature page to Trademark Assignment.]

IN WITNESS WHEREOF, SELLER has executed this Trademark Assignment as of the date first written above

Dated this 15<sup>n</sup> day of April 2003.

Bank One Corporation

Name: Sarah L. Mccieuand

Title: Executive Vice President/

Subscribed and sworn to before me this 15<sup>TH</sup> day of APRIL 2003.

Notary Public

OFFICIAL SEAL
CAROL A MCGARRY
MOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPRES: 07/14/03

# SCHEDULE 1 TO TRADEMARK ASSIGNMENT MARKS

# **Federal Registrations**

Mark:

AUDITOR ASSISTANT

Registration Number:

2607301

# **Federal Applications**

Mark:

Delta Design

Serial Number:

76269992

Filing Date:

2001-06-11

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TRADEMARK
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**RECORDED: 07/06/2006**