

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LoanStar Systems, Inc.		10/03/2005	CORPORATION: TEXAS
Greater East Texas Servicing Corporation, Inc.		10/03/2005	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Nelnet, Inc.		
Street Address:	121 South 13th Street		
Internal Address:	Suite 400		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68508		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2679848	ELITE	
Registration Number:	2452280	LOAN STAR	
Registration Number:	2359078	LOAN STAR	
CORRESPONDENCE DATA			
Fax Number:	(303)484-2977		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	bill.munn@nelnet.net		
Correspondent Name:	William J. Munn		
Address Line 1:	3015 S. Parker Road		
Address Line 2:	Suite 400		
Address Line 4:	Denver, COLORADO 80014		
NAME OF SUBMITTER:	William J. Munn, Esq.		

CH \$90.00 2679848

Signature:	/William J. Munn/
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Date:	12/08/2006
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Total Attachments: 13
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STOCK AND ASSET PURCHASE AGREEMENT

This Stock and Asset Purchase Agreement (this "Agreement") is entered into as of the 3rd day of October, 2005, by and among Nelnet, Inc., a Nebraska corporation (the "Parent"), NNI Acquisition Servicing Limited Partnership, a Nebraska limited partnership and indirect wholly owned subsidiary of the Parent (the "Buyer"), Greater Texas Foundation, a Texas non-profit corporation (the "Foundation"), and LoanSTAR Systems, Inc., a Texas non-profit corporation (the "Servicer").

RECITALS

A. The Foundation is the record holder of 100,000 shares of senior stock, \$0.01 par value per share (the "Stock"), of LoanSTAR Funding Group, Inc., a Texas corporation (the "Company"), representing all of the issued and outstanding capital stock of the Company.

B. The parties desire that the Foundation sell to the Buyer and the Buyer purchase from the Foundation, upon the terms and conditions set forth herein, the Stock.

C. The Servicer is engaged in Servicing Operations, provides administrative services to the Foundation, the Company and the Subsidiaries and currently owns the Purchased Assets.

D. The parties desire that the Servicer sell to the Buyer and the Buyer purchase from the Servicer, upon the terms and conditions set forth herein, the Purchased Assets.

NOW, THEREFORE, in consideration of the foregoing premises and in consideration of and in reliance upon the representations, warranties and obligations in this Agreement, the parties agree as follows:

AGREEMENT

ARTICLE I
PURCHASE OF STOCK AND ASSETS

1.1 Rules of Construction. (a) Unless the context otherwise requires, as used in this Agreement (i) a term has the meaning assigned to it in this Agreement and (ii) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP. Certain capitalized terms are defined in Section 9.1 hereof.

(b) The inclusion of any information in the Schedules to this Agreement (the "Disclosure Schedule") shall not be deemed an admission or acknowledgment, in and of itself and solely by virtue of the inclusion of such information in the Disclosure Schedule, that such

information is required to be listed in the Disclosure Schedule or that such items are material to the Company, the Subsidiaries or the Servicer.

(c) All references in this Agreement to Schedules, Articles, Sections, paragraphs and other subdivisions refer to the corresponding Schedules, Articles, Sections, paragraphs and other subdivisions of this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections, subsections or other subdivisions of this Agreement are for convenience only, do not constitute any part of such Articles, Sections, subsections or other subdivisions, and shall be disregarded in construing the language contained therein. The words "this Agreement," "herein," "hereby," "hereunder" and "hereof" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The words "this Section," "this subsection" and words of similar import, refer only to the Sections or subsections hereof in which such words occur. The word "including" (in its various forms) means "including, without limitation." Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise expressly requires. Unless the context otherwise requires, all defined terms contained herein shall include the singular and plural and the conjunctive and disjunctive forms of such defined terms.

1.2 Purchase of Stock. On the terms and subject to the conditions of this Agreement, at the Closing, the Foundation agrees to sell, transfer and assign to the Buyer, free of all Liens (including any Lien that would otherwise constitute a Permitted Encumbrance), and the Buyer agrees to purchase, the Stock representing 100% of the equity of the Company.

1.3 Sale and Transfer of Assets. On the terms and subject to the conditions of this Agreement, at the Closing, the Servicer agrees to convey, sell, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from the Servicer, all of the assets, properties, rights, privileges, claims, contracts and interests of every kind and description, real or personal, tangible or intangible, absolute or contingent, wherever situated, whether or not carried or reflected on the books and records of the Servicer, that are owned by the Servicer and used in the conduct of the Servicing Operations, free and clear of any and all Liens, except for the Retained Assets (such assets, properties, rights, privileges, claims, contracts and interests being hereinafter collectively referred to as the "Purchased Assets"). Without limiting the generality of the foregoing, the Purchased Assets shall include the following:

(a) Tangible Personal Property. All of the equipment, office furniture, furnishings, office equipment, computer hardware and software, leasehold and other improvements and all other tangible personal property owned by the Servicer in connection with the Servicing Operations;

(b) Books, Records and Written Materials. All of the business records of the Servicer used in connection with the Servicing Operations, including all financial books and records, studies, analyses, plans, forms, specifications, technical data, and any similar information which has been reduced to writing and stored in any physical location or on any type of media, electronic or otherwise, provided that the Servicer shall be permitted

to retain copies of such items for its records and such items that relate solely to the Retained Assets;

(c) Catalogs and Advertising Material. All of the promotional and advertising materials, including all catalogs, brochures, videos, plans, manuals, handbooks, and equipment owned by or used or held for use by the Servicer in connection with the Servicing Operations;

(d) Intellectual Property. Any and all intellectual property owned by the Servicer, together with all claims for damages against Persons by reason of past infringement thereon and the right to sue for and collect such damages, confidential or proprietary business information and trade secrets and all other intellectual and intangible property rights owned by the Servicer, or in which the Servicer has any right or interest whatsoever, and which are used or held for use by the Servicer in connection with the Servicing Operations (where there are multiple copies of such material in possession or control of the Servicer, all copies of such material);

(e) Contracts. All rights and benefits of the Servicer in, to and under the contracts, leases, instruments, agreements and loans, written or oral (collectively, the "Servicing Operation Contracts") to which the Servicer is a party and which relate to the Servicing Operations or by which the Servicing Operations are conducted or by which any of the other Purchased Assets are bound; Schedule 1.3(e) lists each Servicing Operation Contract that involves purchases, sales, transfers, services or obligations of the Servicer in excess of \$250,000 over the life of such Servicing Operation Contract;

(f) Licenses. To the extent assignable under applicable Law, any license, franchise, concession, certificate or registration from or with a Governmental Authority, and held by or used or held for use in connection with the Servicing Operations;

(g) Permits. To the extent assignable under applicable Law, any permit, consent, authorization or approval from or with a Governmental Authority, and held by or used or held for use in connection with the Servicing Operations;

(h) Names. All rights in and to the trade names owned or held by the Servicer; and

(i) Account. The Lender Payable Account (reflecting an amount of approximately \$3.2 million as of August 31, 2005), and all funds held therein, described in Schedule 1.4(b).

1.4 Retained Assets. Notwithstanding Section 1.3 or any other provision of this Agreement, the Purchased Assets shall not include, and the Servicer shall retain all of its right, title and interest in and to and all Liabilities arising under, the following assets and properties (collectively, the "Retained Assets");

(a) all cash, cash equivalents and other types of investments of the Servicer, including (i) certificates of deposit and marketable securities and (ii) cash and securities related to the Flexible Option Plan of the Servicer;

(b) all bank accounts and similar accounts, other than the accounts listed on Schedule 1.4(b);

(c) all accounts receivable of the Servicer accrued as of and through the Closing Date;

(d) all insurance policies, programs, reserves and related bonds of any nature maintained by the Servicer (as identified in Schedule 1.4(d) attached hereto);

(e) the organizational documents and corporate minute books of the Servicer;

(f) such records as relate primarily to (i) the items set forth in the foregoing subsections (a), (b), (c) and (d), (ii) the Liabilities not assumed by the Buyer or (iii) the negotiation and consummation of the transactions contemplated by this Agreement;

(g) all of Servicer's rights, demands and causes of action that arise under or are related to any Excluded Contract;

(h) any and all claims, causes of action, avoidance actions, counterclaims, demands, controversies, costs, debts, sums of money, accounts, reckonings, bonds, bills, damages, obligations, liabilities, objections, legal proceedings, equitable proceedings, executions of any nature, type, or description, choses in action, rights of recovery, and rights of recoupment or set-off against any Person, in each case, that do not arise under the Purchased Assets;

(i) all of Servicer's rights, demands and causes of action that arise under or are related to this Agreement;

(j) any agreement, contract, arrangement, unexpired lease of real or personal property, license and purchase order that is not a Servicing Operations Contract; Schedule 1.4(j) lists each agreement, contract, arrangement, unexpired lease of real or personal property, license and purchase order of Servicer that is not a Servicing Operation Contract and that involves purchases, sales, transfers or services or obligations of the Servicer in excess of \$250,000 over the life thereof; and

(k) the assets related to or used in providing the administrative services currently provided by the Servicer to the Foundation, the Company and the Subsidiaries, which are identified in Schedule 1.4(k) attached hereto.

1.5 Assumption of Liabilities. (a) The transfer of the Purchased Assets pursuant to this Agreement shall not include the assumption of any liability or obligation unless the Buyer expressly assumes such liability or obligation pursuant to this Section 1.5. Subject to the terms

and conditions of this Agreement, at the Closing Buyer will assume, pay, satisfy, discharge, perform and fulfill, as and when due, only the following liabilities, obligations and commitments of the Servicer (collectively, the "Assumed Liabilities"):

(i) all obligations of the Servicer under or with respect to the Servicing Operation Contracts, subject to adjustments set forth in Section 1.6 hereof;

(ii) all Liabilities of the Servicer under the severance policy set forth in Schedule 1.5 hereof;

(iii) the Liabilities of the Servicer as of the Closing Date that would be properly accrued on the balance sheet of the Servicer (determined in a manner consistent with the preparation of the Balance Sheet) under the line items "Lenders Payable," "Accrued Vacation Payable" and "Capital Lease Liability"; and

(iv) all other liabilities and obligations of the Servicer that relate to the Purchased Assets that arise from events occurring after the Closing Date.

(b) All Assumed Liabilities shall be paid or discharged by Buyer in the ordinary course of business when such liabilities become due and payable. The assumption by Buyer of the Assumed Liabilities shall not enlarge any rights or remedies of any third party thereunder, and Buyer shall not be prevented from contesting in good faith any of the Assumed Liabilities. The covenants and agreements of this Section 1.5 are for the sole benefit of the Servicer and are not for the benefit of, and shall not be enforced or enforceable by, any creditor of Buyer, the Servicer or any third party.

1.6 Adjustments and Prorations.

(a) Subject to Section 7.11, all revenues and expenses of the Servicer arising under the Servicing Operations Contracts, wages, salaries, vacation, and sick leave, personal days, and other employee compensation pay and prepaid and deferred items (other than the expenses of Servicer under the severance policy set forth in Schedule 1.5 hereof), shall be prorated between Buyer and Servicer, and an appropriate adjustment to the Purchase Price shall be made, in accordance with the principle that, except as otherwise expressly set forth in this Agreement, (i) Servicer shall receive all revenues, and shall be responsible for all expenses, relating to the Purchased Assets and Assumed Liabilities for the period ending at 11:59 p.m. on the day prior to the Closing Date, and (ii) Buyer shall receive all revenues, and shall be responsible for all expenses, relating to the Purchased Assets and Assumed Liabilities thereafter. Subject to Section 7.11, Servicer shall be liable for all the costs of employee compensation or other benefits relating to the business or operations of the Purchased Assets attributable to service with the Servicer through 11:59 p.m. on the date prior to the Closing Date (other than the expenses of Servicer under the severance policy set forth in Schedule 1.5 hereof), including (i) all taxes and related contributions, vacations and sick pay and (ii) all group medical, dental or death benefits for expenses incurred, related to or arising from events occurring on or prior to 11:59 p.m. on the date prior to the Closing Date, or death or disability occurring on or prior to 11:59 p.m. on the date prior to the Closing Date, whether reported by the Closing Date or thereafter. Subject to

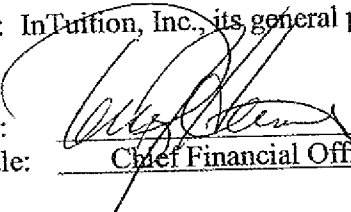
INTENDING TO BE LEGALLY BOUND, the parties have signed this Stock and Asset Purchase Agreement as of the date first above written.

NNI Acquisition Servicing Limited
Partnership

Greater Texas Foundation

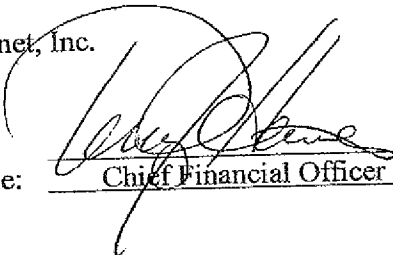
By: InTuition, Inc., its general partner

By: _____
Title: _____

By: 
Title: Chief Financial Officer

Nelnet, Inc.

LoanSTAR Systems, Inc.

By: 
Title: Chief Financial Officer

By: _____
Title: _____

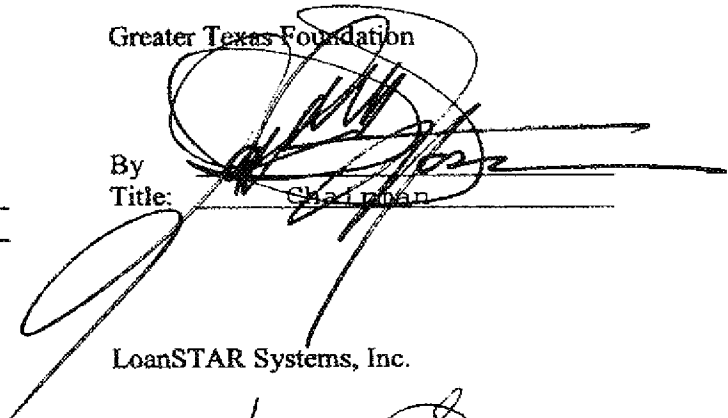
INTENDING TO BE LEGALLY BOUND, the parties have signed this Stock and Asset Purchase Agreement as of the date first above written.

NNI Acquisition Servicing Limited Partnership

By: _____
Title: _____

Greater Texas Foundation

By: _____
Title: Chairman

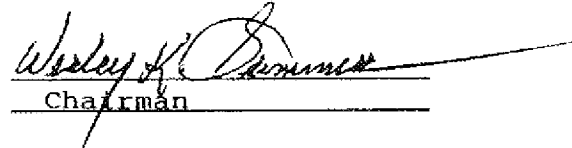


Nelnet, Inc.

By: _____
Title: _____

LoanSTAR Systems, Inc.

By: _____
Title: Chairman



ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is entered into effective as of October 3, 2005, among NNI Acquisition Servicing Limited Partnership, a Nebraska limited partnership ("Assignor"), National Education Loan Network, Inc., a Nebraska corporation ("NELN"), LoanSTAR Systems, L.P., a Colorado limited partnership ("Systems"), and Nelnet, Inc., a Nebraska corporation ("Nelnet").

WITNESSETH:

WHEREAS, LoanSTAR Systems, Inc., Greater Texas Foundation, Nelnet and Assignor have entered into the Stock and Asset Purchase Agreement dated as of October 3, 2005 (the "SAPA") providing, among other things, for the sale by LoanSTAR Systems, Inc. of certain of its assets; and

WHEREAS, pursuant to the parties hereto wish to execute and deliver this Agreement in connection with the consummation of the transactions contemplated by the SAPA.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Conveyance and Assignment of Rights under the SAPA. Assignor hereby grants, conveys, assigns, transfers, bargains and delivers all of its right, title and interest in and to the following agreements effective as of the date that the transactions contemplated in the SAPA are closed and consummated, which the parties anticipate shall be approximately October 24, 2005:

- (a) to Nelnet and its successors and assigns, those servicing agreements relating to servicing of student loans held by subsidiaries of LoanSTAR Funding Group;
- (b) to Systems and its successors and assigns, the "Purchased Assets" as defined in the SAPA, other than the servicing agreements set forth in Section 1(a) above; and
- (c) to NELN and its successors and assigns, all rights to purchase the "Stock" as defined in the SAPA.

2. Assumption. Each of Nelnet, Systems and NELN hereby assumes and undertakes to pay, discharge and perform or otherwise satisfy, and assumes and agrees to be bound by, the terms and conditions of the respective agreements assigned to each such assignee, effective as of such same date as the assignment as set forth in Section 1 hereof.

3. Subsequent Actions. Assignor hereby covenants to and with Nelnet, Systems and NELN to execute and deliver to Nelnet, Systems and NELN, their respective successors and assigns, all such other and further instruments of conveyance, assignment and transfer, and all such notices, releases and other documents, that would more fully and specifically convey, assign, and transfer to and vest in Nelnet, Systems and NELN, their respective successors and

assigns, the right, title and interest of Assignor in and to all and singular the agreements hereby conveyed, assigned, and transferred, or intended to be conveyed, assigned or transferred.

4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA.

5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

NELNET, INC.

By: 

Print Name: Jeffrey Noordhoek

Title: President

LOANSTAR SYSTEMS, L.P.

By: InTuition, Inc., General Partner

By: 

Print Name: James Kruger

Title: Vice President

NATIONAL EDUCATION LOAN NETWORK, INC.

By: 

Print Name: Terry Heimes

Title: Treasurer

NNI ACQUISITION SERVICING LIMITED
PARTNERSHIP

By: InTuition, Inc., General Partner

By: 

Print Name: William J. Munn

Title: Assistant Secretary

**BILL OF SALE AND ASSIGNMENT
AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE, AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is entered into effective as of October 24, 2005, between LoanSTAR Systems, Inc., a Texas non-profit corporation ("Seller"), and LoanSTAR Systems, L.P., a Colorado limited partnership and indirect wholly-owned subsidiary of Nelnet, Inc. ("Buyer"). Capitalized terms used but not defined herein shall have the meaning set forth in the Stock and Asset Purchase Agreement, dated as of October 3, 2005 (the "SAPA"), by and between Buyer, Seller and the other parties thereto.

WITNESSETH:

WHEREAS, Seller and Buyer have entered into the SAPA providing, among other things, for the sale by Seller to Buyer of certain of its assets and the assignment by Seller and assumption by Buyer of the Assumed Liabilities; and

WHEREAS, pursuant to the SAPA, Seller and Buyer are required to execute and deliver this Agreement in connection with the consummation of the transactions contemplated by the SAPA.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Conveyance and Assignment of the Purchased Assets. Seller hereby grants, conveys, assigns, transfers, bargains and delivers unto Buyer and its successors and assigns all of its right, title and interest in and to the Purchased Assets.
2. Assumption. Subject to the terms of the SAPA, Buyer hereby assumes and undertakes to pay, discharge and perform or otherwise satisfy, and assumes and agrees to be bound by, the Assumed Liabilities, pursuant to and in accordance with the terms and conditions of the SAPA.
3. Subsequent Actions. Seller hereby covenants to and with Buyer, its successors and assigns, to execute and deliver to Buyer, its successors and assigns, all such other and further instruments of conveyance, assignment and transfer, and all such notices, releases and other documents, that would more fully and specifically convey, assign, and transfer to and vest in Buyer, its successors and assigns, the title of Seller in and to all and singular the Purchased Assets hereby conveyed, assigned, and transferred, or intended to be conveyed, assigned or transferred. To the extent that, with respect to any of the Purchased Assets, no assignment document other than this Agreement is executed, the parties intend for this Agreement to constitute the conveyance, transfer and assignment of such Purchased Assets. Furthermore, the Seller and Buyer shall execute and deliver any and all additional documents that each may reasonably request in order to more fully effect the assignment and assumption of the Assumed Liabilities. Furthermore, the Seller and Buyer shall execute and deliver any and all additional

documents that each may reasonably request in order to more fully effect the assignment and assumption of the Assumed Liabilities.

4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONTROLLED IN ACCORDANCE WITH SECTION 9.11 OF THE SAPA.

5. Conflicts with SAPA. In the event of any conflict or inconsistency between the terms of the SAPA and the terms hereof, the terms of the SAPA shall govern.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first above written.

SELLER:

LOANSTAR SYSTEMS, INC.

By: Wesley K. Summers
Print Name: Wesley K. Summers
Title: Chairman of Board of Directors

BUYER:

LOANSTAR SYSTEMS, L.P.

BY: INTUITION, INC., as General Partner
By: Terry J. Heimes
Print Name: Terry J. Heimes
Title: Vice President