

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
Marshall BankFirst Corp.		07/30/2008	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	The Marshall Group, Inc.
Street Address:	225 South Sixth Street
Internal Address:	Suite 2900
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3111365	M
Registration Number:	3106179	M
Registration Number:	3111364	M
Registration Number:	3131991	M THE MARSHALL GROUP
Registration Number:	3131992	M THE MARSHALL GROUP
Registration Number:	3128787	M THE MARSHALL GROUP
Registration Number:	3193350	M LOANPARTS.COM
Registration Number:	3193351	LOANPARTS.COM
Registration Number:	3253276	LOANPARTS
Serial Number:	78819841	LOAN-LINK

CORRESPONDENCE DATA

Fax Number: (612)604-6825
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$265.00 3111365

Phone: 6126046725
Email: bwalz@winthrop.com, trademark@winthrop.com
Correspondent Name: Bradley J. Walz
Address Line 1: 225 South Sixth Street
Address Line 2: Suite 3500
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	12003.1 ASSIGNMENT
NAME OF SUBMITTER:	Bradley J. Walz
Signature:	/Bradley J. Walz/
Date:	07/31/2008

Total Attachments: 2
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of September 30, 2007 between Marshall BankFirst Corp., a Minnesota corporation ("Assignor"), and The Marshall Group, Inc., a Minnesota corporation ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and registrations shown in Schedule A attached hereto (hereinafter referred to as the "Marks and Registrations");

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee any and all of its right, title and interest and goodwill in and to the Marks and Registrations; and

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

1. Assignor hereby assigns to Assignee any and all right, title, and interest in and to the Marks and Registrations, including all rights of priority, together with any and all goodwill of the business embodied in the Marks and Registrations.
2. Assignor agrees to execute all documents, papers, forms, and authorizations and take all other action that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks and Registrations.
3. Assignor represents and warrants that it has full power to enter into and perform this Assignment, that it has not granted any person or entity any interest in the Marks and Registrations, and that there is no pending litigation or dispute in any jurisdiction concerning the use, validity, or ownership of the Marks and Registrations.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

MARSHALL BANKFIRST CORP.

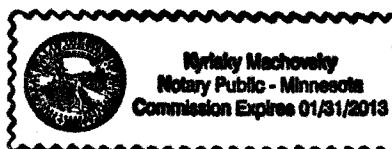
a Minnesota corporation

By: *[Signature]*

Its: *President*

Subscribed and sworn to before me this 30 day of July, 2008.

Kyrilky Machovsky
Notary
3424628v2



SCHEDULE A**TRADEMARKS AND REGISTRATIONS**

Mark	U.S. Reg./Application Serial No.	Reg./Filing Date
Mountain Design	3,111,365	July 4, 2006
Mountain Design	3,106,179	June 20, 2006
Mountain Design	3,111,364	July 4, 2006
THE MARSHALL GROUP & Design	3,131,991	August 22, 2006
THE MARSHALL GROUP & Design	3,131,992	August 22, 2006
THE MARSHALL GROUP & Design	3,128,787	August 15, 2006
LOANPARTS.COM & Design	3,193,350	January 2, 2007
LOANPARTS.COM	3,193,351	January 2, 2007
LOANPARTS	3,253,276	June 19, 2007
LOAN-LINK	78/819,841	February 21, 2006