

05-25-1999



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5-18-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type *22*

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Reward Wall Systems, Inc.

4-16-99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Missouri

Receiving Party

Mark if additional names of receiving parties attached

Name American National Bank

DBA/AKA/TA _____

Composed of _____

Address (line 1) ATTN: Tod R. Ellis, Executive Vice-President

Address (line 2) 8990 West Dodge Road

Address (line 3) Omaha NE 68114
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other a national banking association
- Citizenship/State of Incorporation/Organization Nebraska

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

05/24/1999 DNGUYEN 00000132 1996136

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(402) 399-5000

Name

American National Bank

Address (line 1)

ATTN: Tod R. Ellis, Executive Vice-President

Address (line 2)

8990 West Dodge Road

Address (line 3)

Omaha, Nebraska 68114

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1996136	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

by certified check

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

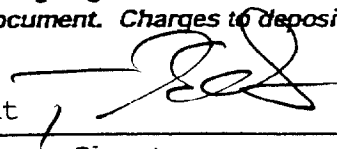
No

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. Charges to deposit account are authorized, as indicated herein.

Tod R. Ellis, Executive Vice-President

Name of Person Signing



Signature

4/16/99

Date Signed

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment") is made and entered into by and between REWARD WALL SYSTEMS, INC., a Missouri corporation, of 4115 South 87th Street, Omaha, Nebraska 68127, hereinafter referred to as ("Assignor") and AMERICAN NATIONAL BANK, a national banking association, of 8990 West Dodge Road, Omaha, Nebraska 68114, hereinafter referred to as ("Assignee")

RECITALS

A. Assignor is the owner and holder of that certain trademark identified as follows:

<u>Trademark Title</u>	<u>Registration #</u>	<u>Date</u>
Reward Wall Systems	1996136	08/20/96

B. Assignor is now the sole and exclusive owner of such above-described trademark and all of the rights in the same.

C. Assignee desires to acquire all right, title and interest of Assignor in the above-described trademark.

D. Assignor desires to assign, transfer and convey to Assignee all of its rights, title and interest in such above-described trademark.

NOW, THEREFORE, in consideration of the premises, the covenants and promises contained herein, and the other consideration provided for herein, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

1. Assignment. In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is acknowledged, Assignor sells, assigns and transfers to Assignee all of its right, title and interest in and to the above-described trademark; the same to be held and enjoyed by the said Assignee for its own use and enjoyment and for its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by this Assignor had this assignment not been made, together with all claims for damages by reason of past infringement of the trademark, with the right to sue for and collect the same for Assignee's use, and the use of its successors, assigns or other legal representatives.

2. Authorization and Request. Assignor hereby authorizes, directs and requests the Commissioner of Patents and Trademarks to issue or reissue to Assignee any certificate of registration of such trademark.

3. Covenant. Assignor covenants that it has full right, power and title to sell, assign and transfer the interests herein assigned and that no agreement has been or will be executed in conflict herewith.

4. Cooperation. Assignor covenants and agrees that it will at any time at Assignee's request execute and deliver any and all papers that may be necessary or desirable to perfect in Assignee the title to the trademark which is the subject of this Assignment. Assignor further covenants and agrees that it will provide Assignee upon request any facts relating to the trademark or the history thereof and will cause an authorized representative to testify to the same in any infringement or other litigation when requested to do so.

