FORM PTO-1618A. Expires 00/30/99 UMB 0651-0027 05-25-1999



101044613

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

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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 Conveyance Type 2 2			
X New X Assignment License			
Resubmission (Non-Recordation) Security Agreement Nunc Pro Tunc Assignm Document ID #	ent		
Correction of PTO Error Reel # Frame # Month Day Year			
Corrective Document Change of Name			
Reel # [Other]			
Conveying Party Mark if additional names of conveying parties attached Execution Date Execution Date			
Name Reward Wall Systems, Inc. Month Day Y 9-16-	ear 99		
Formerly			
Individual General Partnership Limited Partnership X Corporation Associat	ion		
Other			
X 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 If document to be recorded is an assignment and the receiving party	is		
Corporation Association not domiciled in the United States, an appointment of a domestic representative should be attached.			
X Other a national banking association (Designation must be a separate document from Assignment.)			
Citizenship/State of Incorporation/Organization Nebraska			
FOR OFFICE USE ONLY 5/24/1999 DNGUYEN 00000132 1996136			
FC:481 40.00 0P			

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

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

TRADEMARK
REEL: 001900 FRAME: 0228

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U.S. Department of Commerce.
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TRADEMARK

OMB 0651-0027		TRADENMAKK	
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Address (line 1)			
Address (line 2)			
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Address (line 4)			
	dent Name and Address		
Correspond	dent Name and Address Area Code and Telephone Number (4	02) 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 doc including any attachments.	ument #	
Trademark	Application Number(s) or Registration Number(s)	Mark if additional numbers attached	
	ne Trademark Application Number or the Registration Number (DO NOT ENTER BOTH		
Trac	demark Application Number(s) Registra	ation Number(s)	
	1996136		
Number of	Properties Enter the total number of properties involved.	#	
Fee Amoun	rt Fee Amount for Properties Listed (37 CFR 3.41):	\$ 40.00	
Method o	of Payment: Enclosed X Deposit Account	by certified check	
Deposit A	Account payment by deposit account or if additional fees can be charged to the account.)	·	
(Enter for p	Deposit Account Number:	#	
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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.			
		/./-	
	Illis, Executive Vice-President	<u>4116/89</u>	
Name	of Person Signing Signature Signature	Date Signed	

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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>	Registration #	<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. <u>Authorization and Request</u>. 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. <u>Covenant</u>. 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. <u>Cooperation</u>. 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.

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- 5. <u>Collateral</u>. This Assignment is made to Assignee as collateral security for the timely payment by Assignor of its obligations and indebtedness, past, present or future, owed as maker or guarantor to Assignee, and upon receipt of payment in full thereof, Assignee agrees to and shall reassign to Assignor at Assignor's cost, all right, title and interest transferred and assigned hereby.
- 6. Recitals Included. The foregoing Recitals, paragraphs A through D, of this Assignment are hereby expressly included in and incorporated herein as a part of this Assignment and shall be considered an integral part of this Assignment for any interpretation or construction which may be required.
- 7. <u>Benefit</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns or other legal representatives.

IN WITNESS WHEREOF, the parties have executed this Assignment at Omaha, Douglas County, Nebraska this _/6 day of ______, 1999.

ASSIGNOR:	REWARD	WALL	SYSTEMS,	INC.
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BY:

Edward L. Storm, President 4115 South 87th Street Omaha, Nebraska 68127

ASSIGNEE: AMERICAN NATIONAL BANK,

a national banking association

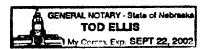
BY:

Tod R. Ellis, Executive Vice-President

8990 West Dodge Road Omaha, Nebraska 68114

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on ARU 16, 1999, by Edward L. Storm, President of Reward Wall Systems, Inc., a Missouri corporation, on behalf of the corporation as Assignor.



Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

A GENERAL NOTARY- Spin of Netraska
PATRICIA B. FIICHARD
My Comm. Fxc. 331 10, 2001

RECORDED: 05/18/1999

Notary Public

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