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Form PTO-1594 (Rev. 6-93) R

2 SHEET

U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0011 (exp. 4/94)

101524842

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Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof

1. Name of conveying party(ies):

National Capital Benefits Corp.
11983 Tamiami Trail, Suite 104
Naples, Florida 34110

- Individual(s)
- General Partnership
- Corporation: State of Delaware
- Other _____
- Association
- Limited Partnership



2. Name and address of receiving party(ies):

FBBC
601 Carlson Parkway
Minnetonka, Minnesota 55304-5218

- Individual(s)
- General Partnership
- Corporation: State of Minnesota
- Other: Limited Liability Company _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: June 5, 2000

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or trademark number(s), and identification or description of the mark(s):

A. Trademark Application No(s), and description

75/796,948 for LIVING BENEFITS (filed 9/10/99)

B. Trademark Registration No(s), and description

1,780,550 for LIVING BENEFITS (registered 7/6/93)

5. Name and address of party to whom correspondence concerning document should be mailed:

Ann Dunn Wessberg
FAEGRE & BENSON LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3901
612/336-3452

6. Total number of applications and registrations involved: 02

7. Total fee (37 CFR 3.41) \$65.00

- Enclosed
- Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

DO NOT USE THIS SPACE

9. 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.

Ann Dunn Wessberg
Name of person signing

Signature

October 23, 2000
Date

Total number of pages including cover sheet, attachments, and document: 4

**Mail documents to be recorded with required cover sheet information to:
Director – U.S. Patent and Trademark Office, Box Assignments
Washington, D.C. 20231**

TRADEMARK ASSIGNMENT

WHEREAS, National Capital Benefits Corp., a corporation with an office located at 11983 Tamiami Trail, Suite 104, Naples, Florida 34110 ("Assignor"), owns the trademarks, including those identified in Schedule 1 attached hereto (collectively, the "Marks"); and

WHEREAS, FBBC, a Delaware limited liability company with an office located at 601 Carlson Parkway, Minnetonka, Minnesota 55304-5218 ("Assignee"), desires to acquire and Assignor desires to assign to Assignee the entire right, title, and interest in and to the Marks, all registrations thereof, applications therefor, and rights associated therewith.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee all of its right, title, and interest in and to the Marks, all registrations thereof, applications therefor, and rights associated therewith, together with the goodwill of the business indicated and symbolized by the Marks, along with the right to recover damages and profits for past infringements thereof.

Assignor hereby warrants, represents, covenants, and agrees with Assignee's successors and assigns, that it owns or possesses the entire right, title, and interest in and to the Marks (whether registered, applied for, or not), that the Marks are valid, enforceable, and not abandoned, that no assignment, lien, claim, grant, mortgage, license, or other agreement or operation of law effecting the rights and property herein conveyed has been made to others by Assignor or by operation of law which have not been released, that all applications and registration for trademarks or service marks relating to or arising from the LIVING BENEFITS mark that are owned or possessed by Assignor are listed on Schedule 1 attached hereto, and that Assignor has full right to convey the same as herein expressed.

Assignor hereby grants the firm of Faegre & Benson, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, Assignor has, by its duly authorized representative, executed this Trademark Assignment this 5 day of JUNE, 2000.

National Capital Benefits Corp. (Assignor)

By: [Signature]

Name: JOHN C. SHAW

Title: DIRECTOR

State of New York)
County of New York) ss:

Subscribed and sworn to before me this 5 day of June, 2000.

[Signature]

Notary Public
JOHN P. FONG YEE
Notary Public, State of New York
No. 31-4846973
Qualified in New York County
Cert. Filed in Kings County
Commission Expires April 17, 2001

SCHEDULE 1 TO TRADEMARK ASSIGNMENT

<u>Mark</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
LIVING BENEFITS	1,780,550	July 6, 1993
LIVING BENEFITS	75/796, 948	September 10, 1999

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National Capital Benefits Corp. (Assignor)

By: [Signature]

Name: SEAN C. SHAW

Title: DIRECTOR

State of New York)
County of New York) ss:

Subscribed and sworn to before me this 5 day of June, 2000.

[Signature]

Notary Public **FONG YEE**
Notary Public, State of New York
No. 31-4949973
Qualified in New York County
Cert. Filed in Kings County
Commission Expires April 17, 2001

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