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02-25-2003



Docket No.:

41865-030

102371534

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MoneyTree Lending, Inc.

2-21-03

- Individual(s)
- General Partnership
- Corporation-State **California**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: **February 10, 2003**

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

Name: **Moneytree, Inc.**

Internal Address: **Suite 230**

Street Address: **6720 Fort Dent Way**

City: **Seattle** State: **WA** ZIP: **98188**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Washington**
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

76/376,024

B. Trademark Registration No.(s)

Additional numbers  Yes  No

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

Name: **Kathleen T. Petrich**

Internal Address: **Stokes Lawrence, P.S.**

**Suite 4000**

Street Address: **800 Fifth Avenue**

City: **Seattle** State: **WA** ZIP: **98104**

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**50-0442**

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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.

**Kathleen T. Petrich, Reg. No. 37,205**

Name of Person Signing

Signature

**February 14, 2003**

Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

## SERVICE MARK ASSIGNMENT

WHEREAS the Assignor, MoneyTree Lending, Inc. ("Assignor"), a California corporation, having a principal place of business located at 100 Poplar Avenue, Modesto, California 95354, is the owner of the following U.S. service mark application:

<u>U.S. Application Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
76/376,024	March 1, 2002	MONEYTREE LENDING

and WHEREAS the Assignee Moneytree, Inc. ("Assignee"), a Washington corporation having a principal place of business at 6720 Fort Dent Way, Suite 230, Seattle, WA 98188, has entered an agreement with the Assignor to transfer the above-referenced service mark application to Assignee;

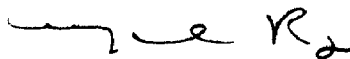
and WHEREAS the Assignor acknowledges and agrees, in exchange for \$1.00 and for other good and valuable consideration, that it hereby assigns its entire right, title, and interest to the above-referenced service mark application, mark, and the goodwill of the business symbolized by the mark per the terms outlined in the confidential agreement between the Assignor and the Assignee.

Assignor warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment.

Assignor further agrees that it will, upon request by Assignee, promptly provide Assignee with all pertinent facts and documents relating to the mark, whether such rights in the mark arise from common law or registration, both foreign and domestic, as may be known and accessible to the Assignor; and that Assignor, but at Assignee's expense, will testify to same in any opposition or litigation related thereto, and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments, affidavits and/or declarations required to apply for, obtain, maintain, and enforce the service mark application or registration, both foreign and domestic.

SIGNED at Modesto, Stanislaus County, California on this 10 day of February 2003.

MoneyTree Lending, Inc.



Mark J. Runyon, President and CEO

State of California )

County of Stanislaus )

On 2/10/03 before me, Cheryl Reeves (here insert name), a Notary Public, personally appeared Mark J. Runyon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Cheryl Reeves  
Notary Public

Print Name: Cheryl Reeves

My commission expires:

4-10-03

