

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Assignment and termination of license
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank	The First National Bank of Cincinnati	07/02/2004	national banking association: UNITED STATES

RECEIVING PARTY DATA	
Name:	State Service Systems, Inc.
Street Address:	10405-B East 55th Place
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	45202
Entity Type:	CORPORATION: OKLAHOMA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1414523	DISCOVER...

CORRESPONDENCE DATA	
Fax Number:	(919)416-8339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919 286-8049
Email:	PTO_TMconfirmation@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	2200 West Main Street
Address Line 2:	Suite 800
Address Line 4:	Durham, NORTH CAROLINA 27705

ATTORNEY DOCKET NUMBER:	017625.2691 JES US BANK
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NAME OF SUBMITTER:	John E. Slaughter
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Total Attachments: 3
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PATENT, TRADEMARK AND LICENSE ASSIGNMENT

WHEREAS, U.S. Bank, a national banking association, F/K/A The First National Bank of Cincinnati, whose address is 425 Walnut Street, Cincinnati, Ohio 45202, (hereinafter the "Assignor") is an owner, pursuant to the Contingent Patent, Trademark and License Agreement dated as of October 26, 1987 ("Contingent Assignment"), of certain intellectual property, including, but not limited to, patents and patent applications, trademarks and trademark applications, certain licenses, and goodwill connected with the trademarks, and other rights (hereinafter "Intellectual Property"); and

WHEREAS, State Service Systems, Inc., F/K/A State Supply Warehouse Company, whose address is 10405-B East 55th Place, Tulsa, Oklahoma 74146-6502, (hereinafter the "Assignee") is desirous of reacquiring Assignor's rights to the Intellectual Property acquired pursuant to the Contingent Assignment;

NOW, THEREFORE, for good and valuable consideration, receipt of which Assignor acknowledges by its execution below, due to Assignee's complete and timely satisfaction of all of the Obligations (as defined in the Financing Agreement between Assignor and Assignee), Assignor hereby grants, assigns and conveys to Assignee all of its rights, title and interest in and to all of the Intellectual Property previously assigned from Assignee to Assignor pursuant to the Contingent Assignment, whether existing at the time of the previous assignment or filed and after acquired or arising and filed, including, but not limited to, its:

1. patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items describes in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

2. trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks, trademark registrations, tradenames and trademark applications listed on Schedule A, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

5. license agreements with any other party, whether as an assignor or assignee under any such license agreement, including, without limitation, the licenses listed on Schedule A attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Financing Agreements) now or hereafter owned by Assignee and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

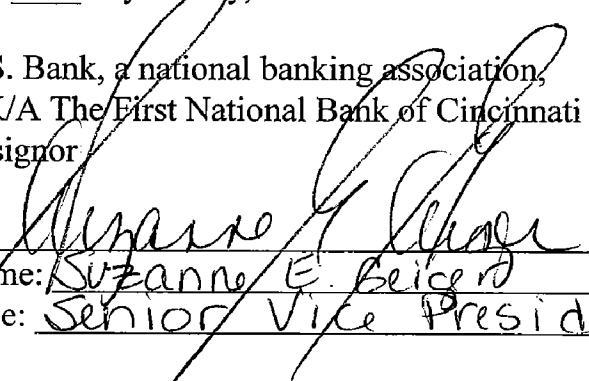
4. the goodwill of Assignee's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the said intellectual property to Assignee, its successors or assigns.

To the extent not already addressed herein, Assignor agrees that (a) Assignee has completely and timely satisfied all of the Obligations (as defined in the Financing Agreement between Assignor and Assignee), (b) the Contingent Assignment is hereby terminated, and (c) Assignee has no further obligations under the Contingent Assignment.

IN WITNESS WHEREOF, executed this 2nd day of July, 2004.

U.S. Bank, a national banking association,
F/K/A The First National Bank of Cincinnati
Assignor

By: 
Name: Suzanne E. Geiger
Title: Senior Vice President

Registered Mark

Mark	Registration No.	Registration Date
DISCOVER...	1414523	10/21/86

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