

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office; Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p>Citizens Bank & Trust Company</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Missouri</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Additional names, addressees, or citizenship attached?</p> <p>Name: <u>Marathon Reprographics, Inc</u> Internal Address: _____ Street Address: <u>716 W Pennway</u> City: <u>Kansas City</u> State: <u>Missouri</u> Country: _____ Zip: <u>64108</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Missouri</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) :</p> <p>Execution Date(s) <u>December 10, 2009</u></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>3,452,918</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Tim Barron</u> Internal Address: <u>Suite 300</u> Street Address: <u>7280 NW 87th Terrace</u> City: <u>Kansas City</u> State: <u>Missouri</u> Zip: <u>64153</u> Phone Number: <u>816-459-4032</u> Fax Number: _____ Email Address: <u>tbarron@cbcfamily.com</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>40.00</u></p> <p>Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature: <u><i>Paula M. Helton</i></u> <u>21 Dec 09</u> Signature Date</p> <p><u>PAULA M. HELTON</u> Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 5</p>	

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

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SCHEDULE B**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between **Marathon Reprographics, Inc. d/b/a Marathon Digital Services**, a corporation formed in accordance with the laws of Missouri (the "Assignee"), located at 716 W. Penway, Kansas City, Missouri 64108, and on behalf of **Citizens Bank & Trust Co.**, a corporation formed in accordance with the laws of Missouri (collectively, the "Assignor").

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
MYSMARTPLANS	3,452,918	June 24, 2008

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee are executing a Commercial Security Agreement to which this Assignment is referenced and attached;

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth on Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby assigns to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this assignment not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR



By: Tim Barron

Title: Vice President

STATE OF MO :

COUNTY OF Clay :

On this 16 day of December, 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared Tim Barron, known by me to be the person of the above name (and an officer of Citizens Bank And Trust) duly authorized to execute this Assignment on behalf of Citizens Bank And Trust who signed and executed the foregoing instrument on behalf of Citizens Bank And Trust

Given under my hand and seal of office this 16 day of December, 2009.

My commission expires:

9-21-12

Melissa L. Hicks
Notary Public
10393A North Cherry Dr. Apt 6B
Kansas City, mo 64155
Address

Melissa L. Hicks
Notary Public - Notary Seal
State of Missouri
Commissioned for Clay County
My Commission Expires: September 21, 2012
Commission Number: 08840734

ASSIGNEE

Shelley A. Amato
By: _____

Shelley A. Amato

Title: _____

STATE OF _____

COUNTY OF _____

On this 11 day of December, 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared Shelley and Dominick Amato known by me to be the person of the above name and an officer of Marathon Reprographics duly authorized to execute this Assignment on behalf of Marathon Reprographics and who signed and executed the foregoing instrument on behalf of Marathon Reprographics

Given under my hand and seal of office this 11 day of December, 2009.

My commission expires:

9-21-12

Melissa L. Hicks

Notary Public

10393A North Cherry Dr Apt 6B

Kansas City, MO 64155

Address

Melissa L. Hicks
Notary Public - Notary Seal
State of Missouri
Commissioned for Clay County
My Commission Expires: September 21, 2012
Commission Number: 08640734

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