

06-04-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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

101055759

6.1.99

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

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
05 17 1999

Conveying Party

Mark if additional names of conveying parties attached

Name CFI PROSERVICES, INC.

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization OREGON

Receiving Party

Mark if additional names of receiving parties attached

Name U. S. BANK NATIONAL ASSOCIATION

DBA/AKATA

Composed of

Address (line 1) PL-7, COMMERCIAL LOAN SERVICING

Address (line 2) 555 S.W. OAK

Address (line 3) PORTLAND

OREGON

97204

- Individual General Partnership Limited Partnership Corporation Association

Other NATIONAL BANKING ASSOCIATION

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

06/04/1999 MTHA11 00000023 75056131

01 FC:481 40.00 OP
02 FC:482 575.00 OP

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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: 001906 FRAME: 0508

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 503-205-2424

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75056131

2083212

1300235

1458147

1626723

1578962

1710718

1560619

2121563

1845041

Number of Properties

Enter the total number of properties involved.

#

24

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

615.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

13-3571

Authorization to charge additional fees:

Yes



No



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. Charges to deposit account are authorized, as indicated herein.

Matthew D. Rabdau

5/26/99

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party
Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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1391462	1768600	<input type="text"/>
1874579	2199197	<input type="text"/>
1765105	2054834	<input type="text"/>

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, CFI ProServices, Inc., an Oregon corporation (the "Assignor"), whose address is 400 S.W. Sixth Ave., Portland OR 97204, hereby assigns and grants to U.S. BANK NATIONAL ASSOCIATION, Commercial Loan Servicing, PL-7, 555 S.W. Oak, Portland, Oregon, 97204, ("Lender") a security interest in all of the Assignor's right, title and interest in and to (a) the United States trademarks set forth on attached Schedule A, all registrations and recordings thereof, and all applications in connection therewith; (b) the goodwill associated therewith; (c) all renewals thereof; (d) all rights to income, royalties, profits, awards, damages or other rights relating thereto, including, without limitation, the right to sue for past, present or future infringement; (e) all licenses and agreements, written or oral, providing for the grant by or to Grantor of any right to use any trademark; and (f) all products and proceeds thereof (collectively, the "Trademarks").

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Borrower Security and Pledge Agreement, dated as of May 17, 1999, among the Assignor and Lender (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon termination of Lender's security interest, Lender shall execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No. or Registration No.</u>	<u>Registration or Filing Date</u>
ADVISOR	2,083,212	7/29/1997
APPLICATION MANAGER	1,626,723	12/11/1990
ARM BREAKER	1,560,619	10/17/1989
ATM-PLUS	1,300,235	10/16/1984
CFI COMPLIANCE NEWS	1,578,962	1/23/1990
CONTACT!	2,121,563	12/16/1997
CULVERIN CORPORATION	1,458,147	9/22/1987
DEPOSIT PRO	1,710,718	8/25/1992
ENCORE	1,845,041	7/12/1994
FLEXTRAN	1,450,551	8/4/1987
GENESYS	2,117,340	12/2/1997
GEO PRO	2,191,251	9/22/1998
HOME EQ	1,617,416	10/16/1990
LASER PRO	1,391,462	4/29/1986
LAWYER PRO	1,874,579	1/17/1995
LEADING THE WAY WITH PRACTICAL SOLUTIONS	1,765,105	4/13/1993
LOANS PLUS	1,889,694	4/18/1995
MICROLAR	1,645,017	5/21/1991
PERSONAL BRANCH	1,933,615	11/7/1995
PRO ACTIVE	1,975,296	5/21/1996
PRO FORMS	1,768,600	5/4/1993

STARGATE	2,199,197	10/27/1998
STARGATE/FX	75-056,131	02/12/1996
TRISCORE	2,054,834	4/22/1997