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REC

08-12-1999



To the Honorable Commissioner of

101116287

and original documents or copy thereof.

1. Name of conveying party(ies):

New England Business Service, Inc.

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

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

3. Nature of Conveyance:

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

Execution Date: July 21, 1999

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

Russell & Miller, Inc.
12342 Bell Ranch Drive
Sante Fe Springs, California 90670-0015

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

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & addresses attached? Yes No

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

A. Trademark Application No.(s): **SEE SCHEDULE A**

B. Trademark Reg. No.(s): **SEE SCHEDULE A**

Additional numbers attached Yes No

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

Stephen J. Meyers, Esq.
Seidel, Gonda, Lavorgna & Monaco, P.C.
Suite 1800 Two Penn Center Plaza
Philadelphia, PA 19102

Attorney Docket No. 8346-ASN

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 3.41)

\$515.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: **19-1135**

DO NOT USE THIS SPACE

9. 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.

STEPHEN J. MEYERS

Name of Person Signing

l

Signature

4 August 1999

Date

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

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>ISSUED</u>
PROFESSIONAL BUDGET PLAN		
PBP A NATIONAL ORGANIZATION		
MADISON, WISCONSIN and Design	547,026	08/21/51
NEBS and Design	783,236	01/12/65
DATA-PLAN	812,307	08/02/66
DATA-PLAN	810,794	07/05/66
JETSET	841,658	01/02/68
PBP and Design	941,991	08/29/72
DATA CHECK and Design	1,027,358	12/16/75
NEGA-STAT	1,224,253	01/18/83
CHISWICK	1,237,799	05/10/83
DFS	1,258,514	11/22/83
SYCOM	1,351,639	07/30/85
TIMESCAN	1,428,372	02/10/87
MEMORY BOX and Design	1,449,639	07/28/87
MAIN STREET	1,598,575	05/29/90
DAYSCAN	1,904,406	07/11/95
DESIGN MAGIC	2,065,432	05/27/97
FORM MAGIC	2,201,814	11/03/98
MAIN STREET and Design	2,187,933	09/08/98

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILED</u>
HR ESSENTIALS	75/372,945	10/14/97
NEBS	75/539,076	08/19/98

NUNC PRO TUNC ASSIGNMENT OF U.S. TRADEMARKS

WHEREAS, New England Business Service, Inc., a Delaware corporation (hereinafter referred to as "Assignor"), having a place of business located at 500 Main Street, Groton, Massachusetts 01471, did adopt and use the trademarks as set forth in Schedule A (hereinafter referred to as the "Trademarks");

WHEREAS, Russell & Miller, Inc., a Delaware corporation, (hereinafter referred to as "Assignee"), having a place of business located at 12342 Bell Ranch Drive, Sante Fe Springs, California 90670-0015, did acquire on December 28, 1998 all right, title and interest in and to said Trademarks and any registrations and applications for registration therefor; and

WHEREAS, it is desired that the Nunc Pro Tunc Assignment of the Trademarks listed in Schedule A be made a matter of record in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby acknowledges that it did on December 28, 1998 sell, assign, transfer and convey unto Assignee all of its right, title and interest in and to the Trademarks and any registrations and applications for registration thereof, including any choses in action relating to said Trademarks, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademarks rights accruing on or before December 28, 1998, together with the goodwill of the business symbolized by the Trademarks, and including the registrations and applications thereof as set forth in Schedule A, and further, Assignor hereby covenants, agrees and undertakes to execute, whenever requested by Assignee, all applications, assignments, lawful

oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademarks assigned as of December 28, 1998, all without further compensation to Assignor.


NEW ENGLAND BUSINESS SERVICE, INC.

By: 
CRAIG BARROWS
Secretary

STATE OF Massachusetts :
 : ss
COUNTY OF Middlesex :

BEFORE ME, the undersigned Notary Public, on this 21st day of July, 1999, personally appeared Craig Barrows personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as Secretary of New England Business Service, Inc., the corporation therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.

[SEAL]


Notary Public
My Commission Expires 9/28/2001