



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

To the Honorable Comr

102214393

attached original documents or copy thereof.

1. Name of conveying party(ies):
U.S. Bank National Association
601 Second Ave South
Minneapolis, Minnesota 55402-4302

89-04-02

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

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

2. Name and address of receiving party(ies)
Name: Norstan Network Services, Inc.
Street Address: Shady Oak Road
City: Minnetonka State: Minnesota ZIP: 55343

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Discharge of Recorded Security Interest
- Merger
- Change of Name

Execution Date: August 5, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,825,505; 1,826,633; 1,826,634; 1,826,635; 1,990,718;
2,143,801; 2,143,802; and 2,143,803

Additional numbers attached? Yes No

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

Name: Travis L. Bachman

Internal Address: Dorsey & Whitney LLP

Street Address: Suite 1500, 50 South Sixth Street

City: Minneapolis State: MN ZIP: 55402-1498

6. Total Number of applications and registrations involved: 8

- 7. Total fee (37 CFR 3.41), \$21
- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
04-1420

(Attach duplicate copy of this page if paying by deposit account)

RECORDED
INDEXED
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FINANCE SECTION

DO NOT USE THIS SPACE

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.

Travis L. Bachman
Name of person Signing

Signature

August 30, 2002
Date

Total number of pages comprising cover sheet: 1

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

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

09/06/2002 TDIAZ1 00000006 1825505

01 FC:481
02 FC:482

40.00 OP
175.00 OP

BOX ASSIGNMENT
Director - U.S. Patent and Trademark Office
Washington, D.C. 20231

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DISCHARGE OF RECORDED SECURITY INTEREST


WHEREAS, by a Collateral Assignment of Trademarks dated December 20, 2000 (the "Security Agreement") Norstan Network Services, Inc. ("NNS") granted a security interest in the United States trademarks listed in Exhibit A attached hereto (the "Collateral") to U.S. Bank National Association, as Agent. (hereinafter referred to as the "Secured Party"), in order to secure repayment of certain amounts then owing to the Secured Party (herein called the "Indebtedness").

AND WHEREAS the Security Agreement was recorded in the records of the United States Patent and Trademark Office (herein referred to as the "U.S. Trademark Office") and such recordation is located on Reel 002215 at Frame 0426 of the U.S. Trademark Office.

NOW THEREFORE, to all who it may concern be it known that for and in consideration of the payment to the Secured Party of the full amount of the Indebtedness, the Secured Party hereby (a) releases and discharges all the security interests granted by the Security Agreement, being the security interests granted in respect of the trademarks and all other Collateral and (b) acknowledges, confirms and agrees that the Security Agreement is discharged, released and terminated and of no further force or effect.

Executed at Minneapolis, MN this 5th day of August, 2002.

U.S. BANK NATIONAL ASSOCIATION, AS AGENT

By: 
(Authorized signatory)

Nicholas G. Myers, Assistant Vice President
(Print name and title)

EXHIBIT A
TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>
Norstan Optima 800 Plus	1990718	August 6, 1996	
Norstan Optima Private Line	2143803	March 17, 1998	
Norstan Optima Conference	2143802	March 17, 1998	
Norstan's Optima Plus	2143801	March 17, 1998	
Norstan Optima 800	1826635	March 15 1994	
Norstan Optima One	1826634	March 15, 1994	
Norstan Classic 800	1825505	March 8, 1994	
Norstan Classic One	1826633	March 15, 1994	