(Rev. 5-93) MRD 6-2-98
OMB No. 0651-0011 (exp. 1/94)

06-24-1998

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U.S. DEPARTMENT OF COM
Patent and Tradema

Tab settings ⇨ ⇨ ⇨ ▼

To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):

Regions Financial Corporation

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Delaware
☐ Other

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

2. Name and address of receiving party(ies)

Name: Regions Bank

Internal Address: President

Street Address: 417 North 20th Street

City: Birmingham State: AL ZIP: 35203

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Alabama
☐ Other

If assignee is not domiciled in the United States, a domestic representative desig 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 ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: March 26, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,726,224	1,232,170	1,048,282
1,971,170	1,232,171	1,048,283
	1,703,721	1,048,284

Additional numbers attached? ☒ Yes ☐ No

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

Name: Stephen P. Leara

Internal Address: Lange, Simpson, Robinson & Somerville

1700 Regions Bank Building

Street Address: 417 North 20th Street

City: Birmingham State: AL ZIP: 35203

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41).....$ 840.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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 the original document.

Stephen P. Leara — Name of Person Signing

Stephen P. Leara — Signature

5-27-98 — Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Refund Total: $300.00
06/23/1998 TTON11 0000006834
06/23/1998 TTON11 0000006170 1726224
01 FC:481 40.00 OP
02 FC:482 500.00 OP

TRADEMARK
REEL: 1744 FRAME: 0254

4.B. Trademark Registration No.(s) (continued)

1,243,105
1,243,104
921,721
1,918,496
1,881,600
1,914,267
2,007,680
2,005,310
2,005,285
1,957,997
2,005,321
1,971,170
9,992,778

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of March 1998, by and between Regions Financial Corporation, a Delaware corporation, having an office and principal place of business at 417 North 20th Street, Birmingham, Alabama 35202 ("Assignor") and Regions Bank, an Alabama corporation, having an office and principal place of business at 417 North 20th Street, Birmingham, Alabama 35202 ("Assignee").

WITNESSETH

WHEREAS, Assignor owns the marks as shown in the attached Exhibit A which it uses to identify its services, together with the goodwill symbolized by such marks (collectively, the "Marks");

WHEREAS, Assignor has previously used various marks incorporating the words "Regions" and "First Alabama," and owns the residual goodwill of its business resulting from its earlier use of such marks ("Previously Used Marks");

WHEREAS, Assignee desires to acquire from Assignor and Assignor desires to assign to Assignee said Marks together with the goodwill of its business symbolized thereby as well as any residual goodwill of its business symbolized by the Previously Used Marks;

WHEREAS, Assignee is a wholly owned subsidiary of Assignor;

NOW, THEREFORE, for and in consideration of the premises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Consideration for Assignment. Contemporaneously with the execution of this Agreement, Assignee has issued its common stock to Assignor.

2. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks and Previously Used Marks, together with the goodwill symbolized thereby.

3. Warranties and Representations. Assignor represents and warrants to Assignee that:

3.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2 Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.

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3.3 Assignor is the owner of the Marks, no other person or entity has any security interest in the Marks or Previously Used Marks, in any registrations thereof, or in any applications to register the Marks or Previously Used Marks, and there have been no prior assignments of the Marks or Previously Used Marks registrations thereof, or any applications to register the Marks or the Previously Used Marks.

3.4 Any and all licenses to use the Marks or the Previously Used Marks granted by Assignor have been terminated as of the date of this Agreement, with the exception of those licenses as shown in the attached Exhibit B. Moreover, no person or entity is using the Marks or the Previously Used Marks with Assignor's permission or pursuant to any agreement with Assignor with the exception of those licenses as shown in Exhibit B.

3.5 The Marks and the Previously Used Marks have been used by Assignor without the receipt of any claims of infringement or demands for cessation of use from third parties, and Assignor has not abandoned or discontinued its use of the Marks.

3.6 There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge, threatened against Assignor in any court or before any governmental agency which might have an adverse affect on the Marks or the Previously Used Marks or the services identified by the Marks or the Previously Used Marks. Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Marks or the residual goodwill in the Previously Used Marks, or which has created or would create a lien thereon, or would affect or interfere with Assignee's use thereof or its rights therein.

3.7 Assignor has no knowledge or notice of any registrations or applications to register the Marks or the Previously Used Marks anywhere in the world.

4. Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, against:

4.1 Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other instrument furnished or to be furnished Assignee pursuant to this Agreement;

4.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or admission by Assignor in connection with any services rendered by Assignor under any Marks or Previously Used Marks.

4.3 All actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorney's fees, incident to any of the foregoing. Assignor shall hold Assignee harmless for any damage, loss, or expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

TRADEMARK
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5. Assignments and Sublicenses. Assignor acknowledges and agrees that, subject to the terms and conditions of this Agreement, only Assignee has the right to license other entities or individuals to use the Marks or the Previously Used Marks in any manner whatsoever. Assignor shall not grant to any entity or individual the right to use the Marks or the Previously Used Marks in any manner whatsoever.

6. Breach of Agreement. If either party breaches a term of this Agreement, the other party shall notify such party in writing of such breach and such party shall have thirty (30) days after the date of its receipt of such notice within which to cure its breach. If such breach is not cured within said thirty (30) day period, the other party may, at its option, sue to enjoin such breach, sue for damages resulting from such breach, terminate this Agreement, or exercise all such remedies. In the event that such suit is instituted, the breaching party shall be obligated to reimburse the nonbreaching party for its reasonable attorney's fees and court costs incurred. The provisions of this paragraph are in addition to and not in limitation of those rights, remedies and duties provided elsewhere in this Agreement and by law.

7. Miscellaneous.

7.1 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

7.2 Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Delaware.

7.3 Notice. Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed:

If to assignor to:

Regions Financial Corporation
417 North 20th Street
Post Office Box 10247
Birmingham, Alabama 35202

If to Assignee, to:

Regions Bank
417 North 20th Street
Birmingham, Alabama 35202

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or to such other address as either party shall designate in a notice to the other given as provided herein.

7.4 Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignors, its successors and representatives .

7.5 Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

7.6 Incorporation of Exhibits. Exhibit A is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

7.7 Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

7.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

("Assignor")

By: _____

Name: Robert P Houston

Title: EVP

("Assignee")

By: _____

Name: Robert P. Houston

Title: EVP

EXHIBIT A

TRADEMARK INVENTORY REPORT

ly 28, 1998	Section 8 & 15 Due	USA REGISTERED	BRING US YOUR DREAMS	1,703,721 July 28, 1992 July 28, 1992	74-211,919 October 15, 1991	June 24, 1991	IC 36. Banking services.	REGIONS
ıtember 14, 2006	Renewal Due	USA RENEWED	FIRST ALABAMA Stylized Lettering	1,048,282 September 14, 1976 September 14, 1996	73-041,488 August 27, 1975	February 02, 1975	IC 36. Financial and insurance services - namely, banking services, savings & loan services, investment services, insurance underwriting services, lending services, mortgage services, realty leasing services, financial counseling services, financial and economic information services.	REGIONS

THOMSON & THOMSON - TRADEMARK MANAGEMENT SERVICE

TRADEMARK INVENTORY REPORT

August 29, 1997

NEXT ACTION DUE DUE DATE	FILING TYPE DUE	COUNTRY STATUS	TRADEMARK MARK TYPE	REGISTRATION NUMBER ORIGINAL REGISTRATION DATE CURRENT REGISTRATION DATE	APPL. NUMBER APPLICATION DATE	FIRST USE DATE	GOODS/SERVICES*	OWNER
September 14, 2006	Renewal Due	USA RENEWED	FIRST ALABAMA	1,048,283 September 14, 1976 September 14, 1996	73-061,490 August 27, 1975	August 01, 1971	IC 36. Financial and insurance services - namely, banking services, savings and loan services, investment services, insurance underwriting services, lending services, mortgage services, realty leasing services, financial counseling services, financial and economic information services.	REGIONS
September 14, 2006	Renewal Due	USA RENEWED	FIRST ALABAMA Stylized Lettering	1,048,284 September 14, 1976 September 14, 1996	73-061,491 August 27, 1975	August 01, 1971	IC 36. Financial and insurance services - namely, banking services, savings & loan services, investment services, insurance underwriting services, lending services, mortgage services, realty leasing services, financial counseling services, financial and economic information services.	REGIONS
ctober 20, 1998	Section 8 & 15 Due	USA REGISTERED	FIRST PRIORITY MANAGEMENT Design	1,726,224 October 20, 1992 October 20, 1992	74-211,918 October 15, 1991	September 01, 1990	IC 36. Banking services.	REGIONS
gust 13, 2002	Section 8 & 15 Due	USA REGISTERED	INTERACT Design	1,992,778 August 13, 1996 August 13, 1996	74-652,598 March 13, 1995	July 07, 1994	IC 36. Providing banking services via personal computer.	REGIONS
bruary 28, 2001	Section 8 & 15 Due	USA REGISTERED	REGIONS	1,881,600 February 28, 1995 February 28, 1995	74-431,003 August 30, 1993	December 01, 1993	IC 36. Banking services.	REGIONS

on a trademark record is continued on the next page, a line of this information may be repeated.

THOMSON & THOMSON - TRADEMARK MANAGEMENT SERVICE

TRADEMARK INVENTORY REPORT

August 29, 1997

NEXT ACTION DUE DUE DATE	NEXT ACTION DUE FILING TYPE DUE	COUNTRY STATUS	TRADEMARK MARK TYPE	REGISTRATION NUMBER ORIGINAL REGISTRATION DATE CURRENT REGISTRATION DATE	APPL. NUMBER APPLICATION DATE	FIRST USE DATE	GOODS/SERVICES*	OWNER
August 22, 2001	Section 8 & 15 Due	USA REGISTERED	REGIONS Stylized Lettering	1,914,267 August 22, 1995 August 22, 1995	74-433,150 September 01, 1993	December 01, 1993	IC 36. Banking services.	REGIONS
October 15, 2002	Section 8 & 15 Due	USA REGISTERED	REGIONS COLLEGIATE CHECKING	2,007,680 October 15, 1996 October 15, 1996	74-660,958 April 11, 1995	March 01, 1995	IC 36. Banking services, namely checking accounts offering low annual fees and related benefits for college students age 23 or younger.	REGIONS
October 01, 2002	Section 8 & 15 Due	USA REGISTERED	REGIONS GROWTH ACCOUNT Stylized Lettering	2,005,310 October 01, 1996 October 01, 1996	74-669,682 May 04, 1995	May 01, 1995	IC 36. Banking services, namely checking accounts offering certain benefits for credit-worthy customers, including special credit card terms and special terms on mortgage, installment, and equity loans.	REGIONS
October 01, 2002	Section 8 & 15 Due	USA REGISTERED	REGIONS LIFESPAN ACCOUNTS	2,005,285 October 01, 1996 October 01, 1996	74-659,236 April 11, 1995	May 01, 1995	IC 36. Banking services, namely checking account packages offering discounted banking services to individuals based on their financial needs during various life stages.	REGIONS
February 20, 2002	Section 8 & 15 Due	USA REGISTERED	REGIONS MANAGEMENT ACCOUNT	1,957,997 February 20, 1996 February 20, 1996	74-659,232 April 11, 1995	February 21, 1995	IC 36. Banking services, namely interest bearing checking accounts offering interest for higher account balances and access to timed deposit accounts.	REGIONS

If a trademark record is continued on the next page, a line of this information may be repeated.

THOMSON & THOMSON - TRADEMARK MANAGEMENT SERVICE

TRADEMARK INVENTORY REPORT

August 29, 1997

NEXT ACTION DUE DUE DATE	NEXT ACTION DUE FILING TYPE DUE	COUNTRY STATUS	TRADEMARK MARK TYPE	REGISTRATION NUMBER ORIGINAL REGISTRATION DATE CURRENT REGISTRATION DATE	APPL. NUMBER APPLICATION DATE	FIRST USE DATE	GOODS/SERVICES*	OWNER
)ctober 01, 2002	Section 8 & 15 Due	USA REGISTERED	REGIONS PERFORMANCE ACCOUNT Stylized Lettering	2,005,321 October 01, 1996 October 01, 1996	74-674,903 May 17, 1995	May 01, 1995	IC 36. Banking services, namely checking accounts offering certain benefits to creditworthy customers, namely investment consultation and preferred loan financing rates.	REGIONS
:ptember 12, 2001	Section 8 & 15 Due	USA REGISTERED	REGIONSBANK	1,918,496 September 12, 1995 September 12, 1995	74-424,047 July 02, 1993	December 01, 1993	IC 42. Banking services.	REGIONS
ctober 05, 2001	Renewal Due	USA RENEWED	THE RIGHT BANK IN THE RIGHT PLACE	921,721 October 05, 1971 October 05, 1991	72-328,289 May 26, 1969	December 01, 1964	IC 36. Banking services.	REGIONS
ril 30, 2002	Section 8 & 15 Due	USA REGISTERED	THE RIGHT CALL	1,971,170 April 30, 1996 April 30, 1996	74-652,596 March 13, 1995	November 01, 1986	IC 36. Providing bank account information regarding customer accounts, loans, and credit cards by telephone.	REGIONS
rch 22, 2003	Renewal Due	USA REGISTERED	THE RIGHT CARD	1,232,170 March 22, 1983 March 22, 1983	73-321,320 July 29, 1981	September 03, 1980	IC 36. Banking services accessed by card.	REGIONS
rch 22, 2003	Renewal Due	USA REGISTERED	THE RIGHT CARD Stylized Lettering	1,232,171 March 22, 1983 March 22, 1983	73-321,321 July 29, 1981	September 03, 1980	IC 36. Banking services accessed by card	REGIONS
21, 2003	Renewal Due	USA REGISTERED	THE RIGHT PLACE Stylized Lettering	1,243,104 June 21, 1983 June 21, 1983	73-321,318 July 29, 1981	September 03, 1980	IC 36. Banking services accessed by card.	REGIONS
21, 2003	Renewal Due	USA REGISTERED	THE RIGHT PLACE	1,243,105 June 21, 1983 June 21, 1983	73,321,319 July 29, 1981	September 03, 1980	IC 36. Banking services accessed by card.	REGIONS

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TRADEMARKS SCHEDULED FOR MAINTENANCE DURING NEXT 12 MONTHS

August 29, 1997

DUE DATE	FILING TYPE DUE	COUNTRY	TRADEMARK MARK TYPE	REGISTRATION NUMBER REGISTRATION DATE	GOODS/SERVICES	OWNER
July 28, 1998	Section 8 & 15 Due	USA	BRING US YOUR DREAMS	1,703,721 July 28, 1992	IC 36. Banking services.	REGIONS

EXHIBIT B

1. Region 2020