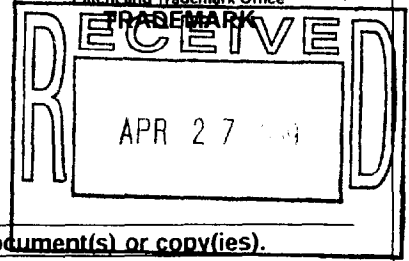


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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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  
Effective Date  
Month Day Year \_\_\_\_\_

Merger

Change of Name

Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name \_\_\_\_\_ Execution Date  
Month Day Year **03 31 99**

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization ALABAMA

Receiving Party

Mark if additional names of receiving parties attached

Name \_\_\_\_\_

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 900 MARKET STREET

Address (line 2) SUITE 200

Address (line 3) WILMINGTON DELAWARE \_\_\_\_\_  
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 Assignment.)

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization DELAWARE

05/05/1999 JSHABAZZ 00000044 2191540

FOR OFFICE USE ONLY

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D2 FC:482 50.00 OP

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 1896 FRAME: 0809

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

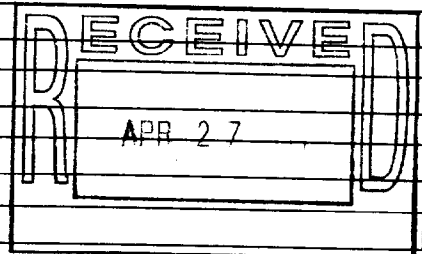
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



**Correspondent Name and Address**

Area Code and Telephone Number

(205) 250-5010

Name

STEPHEN P. LEARA

Address (line 1)

LANGE, SIMPSON, ROBINSON & SOMERVILL, LLP

Address (line 2)

417 NORTH 20th STREFT

Address (line 3)

SUITE 1700

Address (line 4)

BIRMINGHAM, ALABAMA 35203

**Pages**

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

#

**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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2,191,540	<input type="text"/>	<input type="text"/>
2,191,050	<input type="text"/>	<input type="text"/>
2,191,049	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90.00

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:

#

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.

STEPHEN P. LEARA

Name of Person Signing

*Stephen P. Leara*  
Signature

April 27, 1999

Date Signed

## ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into this 31<sup>st</sup> day of March 1999, by and between Regions Asset Holding Company, Inc. an Alabama corporation, having an office and principal place of business at 121 South College Street, Winchester, Tennessee 37398 ("Assignor") and Regions Asset Company, an Delaware corporation, having an office and principal place of business at 900 Market Street, Suite 200, Wilmington, County of New Castle, Delaware ("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 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 State of Alabama.

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.

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 action, 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, demand, assessments, judgements, 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.

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 it 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 Asset Holding Company, Inc.  
121 South College Street  
Winchester, Tennessee 37398

If to Assignee, to:

Regions Asset Company  
900 Market Street  
Suite 200  
Wilmington, Delaware

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.

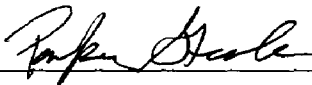
7.7 Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

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:

REGIONS ASSET HOLDING COMPANY, INC.

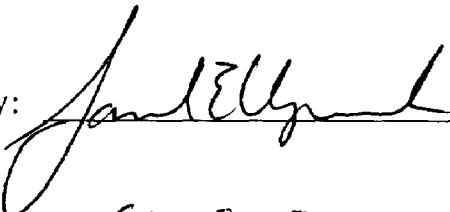
By: 

Name: PARKER STEELE

Title: ASSISTANT SECRETARY

ASSIGNEE:

REGIONS ASSET COMPANY

By: 

Name: SAMUEL E. UPHURLL

Title: SECRETARY

**EXHIBIT "A"**

**REGIONS REWARDS**

Registration No. 2,191,540

**REGIONS MILLENNIUM CD  
(stylized)**

Registration No. 2,191,049

**REGIONS MILLENNIUM CD**

Registration No. 2,191,050