

10-27-2000

Docket No.:

039107-00001

10.5.00



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To the Honorable Commissioner of Patents and Trademark, _____ al documents or copy thereof.

1. Name of conveying party(ies):

The Colonial BancGroup, Inc.

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other _____

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: November 30, 1998

2. Name and address of receiving party(ies):
Colonial Bank, a banking institution chartered under the laws of the state
Name: of Alabama.

Internal Address: Colonial Financial Center

Street Address: One Commerce Street

City: Montgomery State: AL ZIP: 36104

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,338,360
2,133,292



10-05-2000

Yes No

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #01

Additional numbers

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

Name: Russell Carter Gache, Esq.

Internal Address: c/o Sirote & Permutt, P.C.

Street Address: 2311 Highland Avenue South

City: Birmingham State: AL ZIP: 35205

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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.

Russell Carter Gache, Esq.

Name of Person Signing

Signature

October 5, 2000

Date

Total number of pages including cover sheet, attachments, and

7

TRADEMARK

ASSIGNMENT OF SERVICE MARKS

THIS ASSIGNMENT is effective the 1st day of October, 1998, by and between **The Colonial BancGroup, Inc.**, a Delaware corporation (hereinafter "Assignor") and **Colonial Bank**, a banking institution chartered under the laws of the state of Alabama, (hereinafter "Assignee"), on the terms and conditions set forth below.

In consideration of the payment by the Assignee to the Assignor of five dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and as an additional capital contribution to Assignee, Assignor hereby assigns to Assignee, its successors and assigns, all right, title and interest in the service marks listed on Exhibit "A", attached hereto and incorporated herein by reference, the registrations thereof in the U.S. Patent and Trademark Office, and the goodwill of the business presently operated by Assignor symbolized by such service marks and any similar service marks used in such business.

The assignment made herein shall be a worldwide assignment, and shall not be limited to any particular geographic area.

Except as provided herein, Assignor warrants, covenants and agrees that Assignor is the lawful owner of all such service marks, that it has not assigned any rights in the service marks to any other party, that the service marks are free and clear from all encumbrances, liens, conditional sales contracts, security interests, or charges and are free from any and all claims of any persons, firms or corporations whatsoever, except for currently related and prior related entities whose limited use is or was wholly permissive by Assignor, and that Assignor shall warrant and defend unto Assignee, its successors and assigns, the warranties and covenants set forth herein.

Assignor and Assignee agree and acknowledge that Assignor has entered into a License Agreement for the stylized eagle logo with REL Services, Inc. effective October 1, 1998. The assignment herein includes, and Assignee accepts, the assignment of Assignor's rights, title, and interest in and the delegation of Assignor's duties under both said License Agreement and any permissive use agreement of any service marks by Colonial Mortgage Company, such as said stylish eagle logo.

The assignment by Assignor to Assignee of the service marks described herein includes an assignment to Assignee of any and all rights Assignor has to sue on its behalf for any losses, damages, liabilities, costs or expenses relating to infringements by third parties on the service marks occurring prior to the date hereof.

Assignor agrees to indemnify and hold Assignee harmless from and against, and to reimburse Assignee with respect to, any and all losses, damages, liabilities, costs, expenses and deficiencies, including interest, penalties and reasonable attorney's fees incurred by Assignee by reason of or arising out of or in connection with or resulting from any inaccuracy in or breach of any of the representations, warranties or covenants made by Assignor in this Assignment. Assignor shall also hold Assignee harmless from and against any and all losses, damages,

liabilities, costs, expenses and deficiencies, including interest, penalties and reasonable attorney's fees caused by any and all claims made by any person, firm or corporation, claiming to have a lien or encumbrance of any description whatsoever on said service marks, or claiming to have any interest or use in the service marks or such similar name transferred hereunder.

Assignor agrees that it will no longer use the service marks except in connection with a written license agreement with Assignee or a subsequent assignee of Assignee's interest herein.

IN WITNESS WHEREOF, the Assignor has executed this instrument on this the 30th day of November, 1998.

ATTEST:

THE COLONIAL BANCGROUP, INC.

By: W. Flake Oakley, IV
W. Flake Oakley, IV
Its: Executive Vice President,
Chief Financial Officer,
and Secretary

By: Robert E. Lowder
Robert E. Lowder
Its: Chairman and Chief Executive Officer

ATTEST:

COLONIAL BANK

By: Deborah Whitman
Deborah Whitman
Its: Assistant Secretary

By: P.L. McLeod, Jr.
P.L. McLeod, Jr.
Its: President

EXHIBIT "A"
TO ASSIGNMENT

Federal Registrations

STYLIZED EAGLE LOGO

Registration Number: 1,338,360

Registration Date: May 28, 1985



COLONIAL CONNECTION (word mark)

Registration Number: 2,133,292

Registration Date: May 7, 1991

(and stylized design)

Associated Stylized Design

