

MRP 10/23/00



11-17-2000

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Docket No.: 039107-00001

10-23-2000



101519408

U.S. Patent & TMOs/TM Mail Rpt Dt. #26

Number of Pages

See attached original documents or copy thereof.

1. Name of conveying party(ies):
Colonial Bank, a bank organized and existing under the laws of the State of Alabama.

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

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

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

Name: **CBG, Inc.**

Internal Address: **Suite D-41**

Street Address: **2820 West Charleston Boulevard**

City: **Las Vegas** State: **NV** ZIP: **89102**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **of Nevada** _____
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other **Transfer of Assets Agreement** _____

Execution Date: **December 1, 1998**

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

A. Trademark Application No.(s)

Additional numbers Yes No

B. Trademark Registration No.(s)

1,338,360
2,133,292

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**

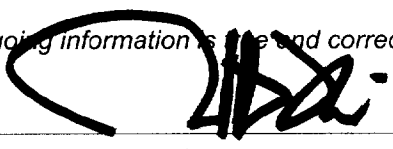
7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

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.  **October 23, 2000**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

6



10-23-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

TRANSFER OF ASSETS AGREEMENT

THIS AGREEMENT, effective on October 1, 1998, by and between **Colonial Bank**, a bank organized and existing under the laws of the State of Alabama (hereinafter referred to as the "Parent"), and **CBG, Inc.**, a corporation organized and existing under the laws of the State of Nevada (hereinafter referred to as the "Subsidiary"), as follows:

WITNESSETH:

WHEREAS, Parent and Subsidiary desire to transfer certain intangible personal property or interests therein from the Parent to the Subsidiary, under and pursuant to the terms and conditions hereafter set forth, as an additional capital contribution by Parent to Subsidiary pursuant to the Subscription Agreement between Parent and Subsidiary dated the date hereof;

WHEREAS, Parent and Subsidiary deem this transfer to be advisable because it will establish, enhance and protect the value of the Intellectual Property (as herein defined).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and undertakings of the parties herein set forth and as additional paid-in capital of Subsidiary, it is agreed as follows:

1. Parent hereby transfers, assigns, and conveys unto the Subsidiary all of Parent's rights, title and interest in and to the Intellectual Property, as defined herein, relating to the banking operations of Parent, subject only to the provisions of Section 3 hereof. "Intellectual Property" means all of Parent's right, title and interest in and to the service marks, trademarks, and tradenames of Parent identified and described on the attached Exhibit "A", which is made a part hereof, including all state and federal applications and registrations thereof and all rights therein, as well as all of the goodwill of Parent's banking business associated with said service marks, trademarks, and tradenames.

2. If the conveyance and assignment attempted to be made hereunder of any agreement, lease, permit, license, right, claim or other Intellectual Property would be ineffective as between Parent and Subsidiary without the consent of any third person, or would serve as a cause for a breach of, or for terminating or invalidating any such agreement, lease, permit, license, right, claim or other Intellectual Property or would cause or serve as a cause for the loss of ownership thereof, then such Intellectual Property is temporarily excluded from the aforesaid conveyance and assignment. However, Parent shall, to the greatest extent permitted, hold such Intellectual Property for the exclusive use and benefit of Subsidiary until such consent has been obtained. Upon the obtaining of such consent, no further conveyance or assignment shall be required, but full and complete title to such Intellectual Property shall automatically become vested in Subsidiary by virtue of this Agreement.

3. Parent shall retain the limited license to use the Intellectual Property in its banking business, but only in substantially the same manner as it uses such property on the date hereof, provided, however, that (a) any modification in such use shall be subject to Subsidiary's

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REEL: 002176 FRAME: 0932

prior written approval, (b) all such use inures to the sole benefit of Subsidiary, and (c) such license shall continue only for a period not to exceed ninety (90) days from the date hereof (at which time the parties anticipate that they will execute a formal License Agreement for the continued use of the Intellectual Property by Parent, such License Agreement to be subject to good faith, arm's length negotiation). Further, Subsidiary acknowledges that the transfers herein are subject to and Subsidiary hereby accepts and Parent assigns and delegates its rights and duties under both the License Agreement dated October 1, 1998, between The Colonial BancGroup, Inc., and REL Services, Inc., which agreement was assigned to Subsidiary, effective October 1, 1998, and any permissive use agreement of any Intellectual Property by Colonial Mortgage Company, such as the Colonial Eagle design mark.

4. In further consideration for such transfer, Subsidiary shall pay all sales, use and similar taxes, if any, arising out of the sales, conveyances, assignments, transfers, and deliveries to be made hereunder.

5. Except as provided herein, Parent warrants, covenants and agrees that Parent 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 Parent, and that Parent shall warrant and defend unto Subsidiary, its successors and assigns, the warranties and covenants set forth herein.

6. This Agreement is made with full rights of substitution and subrogation of Subsidiary in and to all covenants, warranties and other rights of indemnification by others heretofore given or made with respect to any of the Intellectual Property.

7. All of the above transactions in connection with the transfer of Intellectual Property are intended to be tax-free contributions to capital under Section 118 or Section 351, as the case may be, of the Internal Revenue Code of 1986, as amended.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.

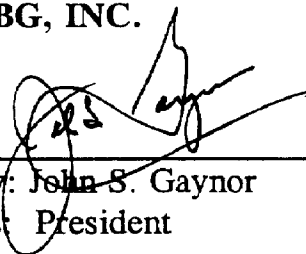
IN WITNESS WHEREOF, the Parent and the Subsidiary, by and through their duly authorized officers have caused this instrument to be executed under seal on the 1st day of December, 1998, but to be effective on October 1, 1998.

ATTEST:

CBG, INC.




By: Diana Swaim
Its: Secretary



By: John S. Gaynor
Its: President

ATTEST:

COLONIAL BANK



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



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

Exhibit A

Mark

Associated Stylized or Composite Mark

1. "COLONIAL BANK"
(Word mark and associated composite mark with Eagle logo)



2. "COLONIAL CONNECTION"
(Word mark & logo-word mark protected under U.S. Reg. No. 2,133,292)



3. "COLONIAL PREFERRED SERVICES-
THE PRIVATE CLIENT GROUP"
(Word mark and associated composite mark)



4. "COLONIAL INTERNATIONAL BANKING"
(Word mark and associated composite mark)



Exhibit A (cont.)

5. "COLONIAL TRUST SERVICES"
(Word mark and associated composite mark)



6. "WE CAN DO!" (stylized mark)



7. Eagle logo (Misc. Design--protected
under U.S. Reg. No. 1,338,360)

