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Expires 06/30/99
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12-05-2000



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
11 06 00

Conveying Party

Mark if additional names of conveying parties attached

Name **EASTERN TECHNOLOGY COUNCIL**

Execution Date
Month Day Year
11 02 00

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

2024963

Citizenship/State of Incorporation/Organization **PENNSYLVANIA**

Receiving Party

Mark if additional names of receiving parties attached

Name **PROGRESS BANK**

DBA/AK/A/T/A

Composed of

Address (line 1) **4 SENTRY PARKWAY**

Address (line 2) **SUITE 200**

Address (line 3) **BLUE BELL**

PA

19422

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization **PENNSYLVANIA**

FOR OFFICE USE ONLY

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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: 002187 FRAME: 0429

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

(609) 987-6886

Name

SUSAN OKIN GOLDSMITH, ESQ.

Address (line 1)

BUCHANAN INGERSOLL P.C.

Address (line 2)

650 COLLEGE ROAD EAST

Address (line 3)

PRINCETON, NJ 08540

Address (line 4)

Pages

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

#

4

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)

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2024963	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

50-1057

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.

SUSAN OKIN GOLDSMITH

Susan Okin Goldsmith

11/ 6 /00

Name of Person Signing

Signature

Date Signed

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") made and entered into as of November 2, 2000 ("Effective Date"), by and between EASTERN TECHNOLOGY COUNCIL, a Pennsylvania corporation ("ETC"), with offices located at 1101 West DeKalb Pike, Wayne, Pennsylvania 19087 and PROGRESS BANK, a Federal savings bank ("Progress"), with offices located at 4 Sentry Parkway, Suite 200, Blue Bell, Pennsylvania 19422.

Whereas, ETC is the owner of the TECHBANC (stylized) service mark, registered in the United States Patent and Trademark Office on December 24, 1996 under Reg. No. 2,024,963 (the "Mark"); and

Whereas, Progress and ETC have been parties to that certain Agreement Between Progress Bank and Eastern Technology Council, dated on or about October 8, 1997, pursuant to which Progress has been licensed to use the Mark as set forth therein (the "License Agreement"); and

Whereas, Progress and ETC have entered into a letter agreement dated on or about ~~August 28~~ 24, 2000, 2000, pursuant to which Progress and ETC have agreed to a certain marketing and Preferred Provider program offered by ETC and its affiliate (the "Marketing Agreement"); and

Whereas, Progress desires to acquire from ETC, and ETC desires to assign to Progress, the Mark free and clear of all restrictions, liens and encumbrances, including those imposed by the License Agreement, with the exception of the agreements memorialized in the Marketing Agreement.

NOW, THEREFORE, for good and valuable consideration as set forth below, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Assignment.** In consideration of receipt of the payment described in Section 2 hereof, ETC hereby sells, conveys, transfers and assigns to Progress, effective the date hereof, all of its right, title and interest in and to the Mark, together with (a) the right to file applications for and secure and renew registration of the Mark or any variant or colorable imitation thereof throughout the world; (b) all income, royalties, damages or payments now or hereafter due and/or payable with respect to the Mark; (c) the right to sue for past, present and future infringements or misuse of the Mark; and (d) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by ETC had this transfer and assignment not been made. Progress hereby purchases said Mark and assumes all right, title and interest therein, subject to the terms and conditions hereof and of the Marketing Agreement.

2. **Consideration.** Simultaneously with its execution and delivery of this Agreement to ETC, Progress shall deliver to ETC its good business check in the amount of Twenty-five Thousand Dollars (\$25,000.00), in full and complete payment for the assignment of rights and interests made hereunder.

3. **Representations.** ETC hereby represents and warrants to Progress as follows:

a. ETC is a corporation duly organized, validly existing and in good standing under the laws of Pennsylvania and has all requisite corporate power and authority to execute and deliver this Agreement, to consummate the transaction and perform all of the terms and conditions contemplated by this Agreement.

b. ETC is the owner of the Mark and has not assigned, transferred, sold or conveyed the Mark to any third party.

c. The Mark is free and clear of all liens, claims, encumbrances and equities of any third party.

d. From and after the Effective Date, ETC will cease using, advertising, or otherwise promoting the Mark in connection with its products and services; provided, however, that nothing in this Assignment Agreement shall prevent ETC from complying with its obligations as provided in the Marketing Agreement, or as otherwise agreed in writing from time to time; and provided further, that any use of the Mark in connection with the marketing and Preferred Provider program shall receive the prior approval of Progress, and all representations and use of the Mark by ETC shall be made in accordance with Progress's instructions and marketing guidelines.

e. Except for the Mark, ETC has not applied for registration of TECHBANC or any variation or colorable imitation thereof on any register of the U.S. Patent and Trademark Office or of any state or commonwealth, and will not, directly or indirectly, register or re-register with any such authority, any domain name registry, or any governmental agency, the Mark or any variation or colorable imitation thereof.

f. To the knowledge of ETC, there are no pending lawsuits or judgments against ETC which may be enforced against the Mark.

g. ETC is not insolvent and no bankruptcy, receivership or insolvency proceedings are pending against it or with respect to its assets.

h. To the knowledge of ETC, no third party has made any written or oral claim that the Mark infringes the rights of any such third parties.

The warranties and representations set forth herein shall survive the execution and delivery of this Agreement.

4. **Miscellaneous.**

a. All notices given in connection with this Agreement shall be in writing and transmitted by (i) hand delivery; (ii) courier delivery; or (iii) U.S. certified mail, return receipt requested, postage prepaid, each to the address of the recipient party first

set forth above, or as otherwise provided by a party by like notice. Delivery of said notices shall be deemed given upon the date of receipt. Any party refusing delivery of a notice shall be charged with knowledge of the contents of the notice.

b. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. The courts of the Commonwealth of Pennsylvania and the United States District Courts for the Eastern District of Pennsylvania shall have exclusive jurisdiction to hear any and all claims arising from or relating to this Agreement.

c. This Agreement constitutes the entire understanding between the parties with respect to the subject matter contained herein and supersedes all prior communications, representations and agreements. It shall not be varied except by a modification in writing which is duly executed by authorized representatives of the parties subsequent to the Effective Date.

d. This Agreement may be executed in counterparts, each of which shall be deemed an original and of equal force and effect.

e. ETC agrees to execute and deliver to Progress such additional instruments and take such additional actions as Progress reasonably deems necessary to vest in Progress the sole ownership of and all exclusive rights in and to the Mark. ETC hereby grants to Progress a power of attorney to execute all such documents.

f. This Agreement shall be recorded in the U.S. Patent and Trademark Office and with such other governmental offices as Progress may deem advisable.

g. Neither party shall use the name of the other party in any materials, statements or press releases without the prior written consent of the other party.

h. The License Agreement is terminated as of the Effective Date.

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IN WITNESS WHEREOF, this Assignment Agreement has been executed by the duly authorized representatives of the respective parties effective as of the Effective Date first above written.

ATTEST:

EASTERN TECHNOLOGY COUNCIL

By: Michelle Gregory
Print Name: Michelle Gregory
Title: Controller

By: Dianne Strunk
Print Name: DIANNE STRUNK
Title: COO

PROGRESS BANK

By: Michael Wilk
Print Name: Michael Wilk
Title: Vice President

By: Steven D. Hobman
Steven D. Hobman,
Senior Vice President