

02-02-2001



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U.S. Patent & TMO/TM Mail Ropt. Dt. #40

U.S. Department of Commerce  
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**TRADEMARK**

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

1-12-01

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 # \_\_\_\_\_
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#### Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year \_\_\_\_\_
- Change of Name
- Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

992185

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

02/01/2001 BAHMED1 00000103 500709 592185  
01 FC:481 40.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:  
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**TRADEMARK**

REEL: 002228 FRAME: 0678

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**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"/>

<input type="text" value="992185"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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.

George M. Borababy

Name of Person Signing

Signature

1/11/01

Date Signed

## DEED OF ASSIGNMENT

WHEREAS, First Tennessee Bank National Association, a national bank ("Assignor"), has adopted and used, directly and through its predecessors-in-interest, and is the rightful owner of all right, title and interest in and to, the common law and registered mark identified on Schedule A hereto (the "Mark"), which Assignor has used in connection with banking services, as well as the Federal Registration relating to such Mark that is identified on Schedule A hereto (the "Registration"), and owns and enjoys the goodwill of the business appurtenant to and symbolized by said Mark; and

WHEREAS, First Place Financial Corp., a corporation organized and existing under the laws of the State of Delaware ("Assignee"), is desirous of acquiring said Mark and Registration and the goodwill of the business appurtenant to and symbolized by said Mark and Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over, effective as of the date hereof, to Assignee, the entire right, title and interest in said Mark and Registration, along with the goodwill of the business appurtenant to and symbolized by said Mark and Registration, in the United States, in all states, territories and possessions thereof and in all foreign countries, including, but not limited to, the right to sue or otherwise recover for any and all past and future infringements, acts of unfair competition, passing off or misappropriation thereof and to bring opposition and cancellation proceedings based thereon.

The Mark and Registration are transferred to Assignee, its successors and assigns, to and for its and their own proper right, use and benefit forever.

Assignor covenants with Assignee, its successors and assigns, that Assignor is the lawful owner of the Mark and Registration and has good right to sell them and that the Mark and Registration are, as of the date hereof, free and clear of all liens, security interests, charges, encumbrances and claims of others.

From and after the date hereof, Assignor shall, from time to time, at Assignee's request, without additional consideration, promptly execute and deliver, or cause to be executed and delivered, to Assignee, such further instruments of conveyance and transfer and other documents, and take such further action, as Assignee may reasonably require in order to convey, transfer and enforce any of Assignee's rights in and to the Mark and Registration.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, as of the 10<sup>th</sup> day of January, 2001, Assignor has caused this instrument to be executed in its name and on its behalf by its officer thereunto duly authorized.

ATTEST:

FIRST TENNESSEE BANK NATIONAL  
ASSOCIATION ("Assignor")

Lenore S. Creson

Name: Lenore S. Creson  
Title: Corporate Secretary

By: Paul E. Harless

Name: Paul E. Harless  
Title: Executive Vice President

Subscribed and sworn to before me this 1<sup>st</sup> day of January, 2001.

[Signature]  
Notary Public

Expires July 29, 2003

SCHEDULE A TO  
DEED OF ASSIGNMENT

Federal Registrations

U.S. Service Mark Registration No. 992,185 for FIRST PLACE

Common Law Trademarks

FIRST PLACE

Doc. 589022