FACUMILE OF FORM PTO-1618A REC	10-24-2002	U.S. DEPARTMENT OF COMMERCE
		PATENT AND TRADEMARK OFFICE
To the Honorable Commissioner of Pater	102259882	ed original document(s) or cop(ies).
Submission Type  New  New  Resubmission (Non-Recordation)  Document ID #  Correction of PTO Error  Reel #  Frame #  Corrective Document	Conveyance Type  ■Assignment  □ Security Agreement  □ Merger  □ Change of Name  □ Other	☐ License ☐ Nunc Pro Tunc Assignment Effective Date
Reel # Frame #  Conveying Party	☐ Mark if additional names	of conveying parties attached
Name: David E. Preng Formerly	Execution Date: August 12,	
■ Individual ☐ General Partnership ☐ Lin☐ Citizenship/State of Incorporation/Organiza		
Receiving Party Name: Community National Bank Address (line 1) 5123 Bellaire Boulevard Address (line 2) Bellaire, TX 77401 USA City/ State/Zip Code/Country	☐ Mark if additional names	of receiving parties attached 22 22 22 22 22 22 22 22 22 22 22 22 22
<ul> <li>☐ Individual</li> <li>☐ General Partnership Limited</li> <li>☐ Corporation</li> <li>☐ Association</li> <li>☐ Other National Banking Association</li> <li>☐ Citizenship/State of Incorporation/Organiza</li> </ul>	receiving party is no appointment of dom (Designation must b	corded is an assignment and the st domiciled in the United States, and lestic representative should be attached be a separate document from Assignment)
Domestic Representative Name and Address Name Address (line 1)		st Receiving Party only.
Correspondent Name and Address Name: Mark A. Tidwell Address (line 1) Bracewell & Patterson, L.L.P Address (line 2) 711 Louisiana, Suite 2900, H	Area Code and Telep	ohone Number : (713) 221-1529
Pages Enter the total number of pages of the	attached conveyance document includ	ling any attachments
Trademark Application Number(s) or Regi Either enter the Trademark Application N Trademark Application Numb	umber <u>or</u> the Registration Number (DC	additional numbers attached O NOT ENTER BOTH numbers) ration Number(s)
78/090,240	C	
Fee Amount	eposit Account  Authorization to ch	
To the best of my knowledge and belief, the the original document. Charges to deposit acc	foregoing information is true and corrount are authorized, as indicated herei	ý1.
Mark A. Tidwell	Signature	10 14 02 Date Signed
72002 DBYRME 00000210 78090240 ::8521 40.00 OP		

TRADEMARK REEL: 002604 FRAME: 0261

## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of this 24day of Ougust, 2002, by and between David E. Preng ("Assignor"), an individual; and Community National Bank ("Assignee"), a national banking association located at 5309½ Bissonnet Boulevard, Bellaire, Texas 77401 The Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, the Assignor is the owner of certain trademarks, service marks and trade names as represented by the mark COMMUNITY NATIONAL BANK, including its related U.S. Trademark Application Serial No. 78/090,240 (including all domestic and foreign rights, registrations, and applications related thereto, collectively, the "Trademarks"); and

WHEREAS, the Assignee is now interested in acquiring the Trademarks from the Assignor, as part of the business to which the Trademarks pertain, and the Assignor is interested in transferring the Trademarks to the Assignee;

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally to be bound, agree as follows:

- Assignor hereby sells, assigns, transfers and conveys to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to (i) the Trademarks and their associated foreign and domestic applications, registrations and common law rights, together with the goodwill of the business associated with and symbolized by the Trademarks; and (ii) all causes of action, past, present, and future for infringement or unfair competition with respect to the Trademarks.
- Assignor will, upon written request of Assignee, its successors and assigns, execute reasonable documents prepared at the expense of Assignee, its successors and assigns, to perfect its title to any and all rights in the Trademarks conveyed hereunder.
- Assignor further authorizes and requests the United States Commissioner of Patents and Trademarks, as well as the applicable trademark registration authority for those countries in which applications for the Trademarks are pending, to issue any and all registrations resulting from the Trademarks to Assignee as owner of the entire interest in the Trademarks.
- This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, without reference to choice of law principles.

IN WITNESS WHEREOF, Assignor has given legal effect to this Assignment by its duly authorized representative. By: Name: David E. Preng

STATE OF Lyan \$

COUNTY OF Harris \$

On this the 124 day of August, 2002, before me personally appeared August, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of himself.

YOLANDA MARSDEN MY COMMISSION EXPIRES JULY 30, 2004

RECORDED: 10/21/2002

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REEL: 002604 FRAME: 0262