FACSIMILE OF FORM PTO-1618A **REC**

10-24-2002

102259882

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

To the Honorable Commissioner of Pater ... ed original document(s) or cop(ies).

Submission Type

MRD 10-21-02

■ New
☐ Resubmission (Non-Recordation)
Document ID # _____
☐ Correction of PTO Error
Reel #_____ Frame # _____
☐ Corrective Document
Reel # _____ Frame # _____

Conveyance Type

■ Assignment
☐ Security Agreement
☐ Merger
☐ Change of Name
☐ Other
☐ License
☐ Nunc Pro Tunc Assignment
Effective Date _____

Conveying Party ☐ Mark if additional names of conveying parties attached

Name: David E. Preng
Execution Date: August 12, 2002
Formerly _____
■ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association ☐ Other
☐ Citizenship/State of Incorporation/Organization _____

Receiving Party ☐ Mark if additional names of receiving parties attached

Name: Community National Bank
Address (line 1) 5123 Bellaire Boulevard
Address (line 2) Bellaire, TX 77401 USA
City/ State/Zip Code/Country

☐ Individual ☐ General Partnership Limited Partnership
☐ Corporation ☐ Association
■ Other National Banking Association
☐ 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 domestic representative should be attached. (Designation must be a separate document from Assignment)

2002 OCT 21 PM 1:55
FINANCE SECTION
OFFICE OF PUBLIC RECORDS

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name _____
Address (line 1) _____

Correspondent Name and Address Area Code and Telephone Number : (713) 221-1529

Name: Mark A. Tidwell
Address (line 1) Bracewell & Patterson, L.L.P.
Address (line 2) 711 Louisiana, Suite 2900, Houston, TX 77002

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

Either enter the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers)

Trademark Application Number (s) Registration Number(s)

78/090,240

Number of Properties Enter the total number of properties involved.

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): $40.00

Method of Payment: Enclosed ■ Deposit Account ☐ Authorization to charge additional fees: Yes No ☐

Deposit Account Number-enter for payment by deposit account or if additional fees can be charged to the account

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.

Mark A. Tidwell | Signature | 10/14/02 Date Signed

10/23/2002 DBYRNE 00000210 78090240
01 FC:8521 40.00 OP

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of this 12th day of August, 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:

1. 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.

2. 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.

3. 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.

4. 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 Texas §
§ ss.
COUNTY OF Harris §

On this the 12th day of August, 2002, before me personally appeared DAVID E PRENG, 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
Seal

Yolanda Marsden
Notary Public

RECORDED: 10/21/2002