



To the Honorable Commissioner of Patents and Trademarks

102351181

attached original document(s) or cop(ies).

Submission Type

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

1-28-03

Conveyance Type

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

OFFICE OF PATENT RECORDS
FINANCE SECTION
JAN 20 PM 12:05

Conveying Party

Name: Harvey H. Hatling
dba Encore Financial Services, Inc.

Mark if additional names of conveying parties attached

Execution Date: November 1, 2001

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

Receiving Party

Name: Encore Bank
Address (line 1) 1220 Augusta Drive
Address (line 2) Houston, Texas 77057

Mark if additional names of receiving parties attached

- Individual General Partnership Limited Partnership 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)
- Other: Federal Savings Association
- Citizenship/State of Incorporation/Organization Texas

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) 221-1491

Name: Denver S. Bisignano
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)

78/075,690

78/089,824

Number of Properties Enter the total number of properties involved.

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 65.00

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

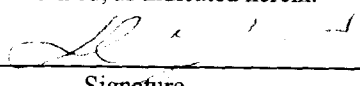
Deposit Account Number-enter for payment by deposit account or if additional fees can be charged to the account: 50-0259

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.

Denver S. Bisignano

Name of Person Signing


Signature

01/22/03

Date Signed

01/28/2003 DBYRNE 00000164 78075690

01 FC:8521 40.00 OF
02 FC:8522 25.00 OF

TRADEMARK ASSIGNMENT

This assignment (the "Assignment") is made effective this 1st day of November, 2001, by and between Harvey H. Hatling, individually, and Encore Financial Services, Inc., a company duly incorporated under the laws of the State of Texas having an address at 2614 Hazy Creek Drive, Houston, Texas, (collectively, "Assignors"); and Encore Bank, a federal savings association, ("Assignee"). The Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, the Assignors are the owners of certain rights in trademarks, service marks and trade names, including, but not limited to, common law rights in these marks and all foreign and domestic rights, registrations and applications related thereto, as represented by the marks ENCORE and ENCORE FINANCIAL SERVICES, collectively referred to as "Trademarks"; and

WHEREAS, the Assignors have been utilizing the Trademarks since as least as early as December 1993 ("First Use Date") for use with financial services ("Services"); and

WHEREAS, the Assignee is now interested in acquiring the Trademarks from the Assignors, as part of the business to which the Trademarks pertain, and the Assignors are 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. Assignors hereby sell, assign, transfer and convey to the Assignee, its successors and assigns, the Assignors' 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. Assignors, will, upon written request and at the expense of Assignee, its successors and assigns, execute reasonable documents, provide evidence supporting Assignors' stated use and participate in such reasonable actions as Assignee deems necessary to perfect its title to any and all rights in the Trademarks conveyed hereunder, including, without limitation, assistance in any proceedings before the United States Trademark Office.

3. Assignors will retain no rights in the Trademarks and will not use the Trademarks for the Services.

4. Assignors further authorize and request the United States Commissioner of Patents and Trademarks to issue any and all registrations resulting from the Trademarks to Assignee as owner of the entire interest in the Trademarks.

5. Assignors covenant that they will make no attempt, either directly or indirectly, to challenge the Trademarks or undertake any act inconsistent with Assignee's rights in the Trademarks, including but not limited to, attempting to register the Trademarks, or any marks similar thereto, or bringing any action or proceeding to contest the validity of or otherwise challenge the Trademarks, or any marks similar thereto.

6. Assignors represent and warrant that (i) the Trademarks have been in continuous since the First Use Date in association with the Services set forth above; (ii) the Trademarks are owned by Assignors and Assignors have the full right to convey the entire interest assigned hereunder; (iii) Assignors know of no other actual or potential claims or actions or use by third parties that would impair or have a tendency to impair the trademark value of the Trademarks; and (iv) Assignors have not executed and will not execute any agreement in conflict herewith.

7. 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, Assignors have given legal effect to this Assignment by their duly authorized representatives.

ENCORE FINANCIAL SERVICES, INC.

By: Harvey H. Hatling
Name: Harvey H. Hatling
Title: President/Director

Harvey H. Hatling
Harvey H. Hatling, individually