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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Regions Asset Company

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies)

Name: Regions Financial Corporation

Internal

Address:

Street Address: 417 20th North

City: Birmingham State: AL Zip: 35203

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1703721

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Hope D. Mehlman

Internal Address:

Street Address: 2100 Third Avenue North

Suite 1100

City: Birmingham State: AL Zip: 35203

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Hope D. Mehlman

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

03 MAILER 00000030 1703721

21 40.00 DP

TRADEMARK REEL: 002673 FRAME: 0784

ASSIGNMENT

THIS AGREEMENT is made and entered into this 29th day of January 2003, by and between **REGIONS ASSET COMPANY**, a Delaware corporation, having an office and principal place of business at 900 Market Street, Suite 200, Wilmington, County of New Castle, Delaware ("Assignor") and **REGIONS FINANCIAL CORPORATION**, a Delaware corporation, having an office and principal place of business at 417 20th Street North, Birmingham, County of Jefferson, Alabama 35203 ("Assignee").

WITNESSETH

WHEREAS, Assignor owns the following mark (the "Mark") registered in the United States Patent and Trademark Office, which it has adopted and used to identify its services, together with the goodwill symbolized by such Mark:

Registration No.: 1703721 dated July 28, 1992
Serial No.: 74211919
Word Mark: Bring Us Your Dreams

WHEREAS, First Alabama Bank, an Alabama banking corporation, was the original applicant and owner of said Mark;

WHEREAS, First Alabama Bank, assigned the entire interest and the goodwill of said Mark to Regions Financial Corporation on May 19, 1996;

WHEREAS, Regions Financial Corporation subsequently assigned the entire interest and the goodwill of said Mark to Regions Bank, an Alabama banking corporation on March 26, 1998;

WHEREAS, Regions Bank then assigned an undivided part of Regions Financial Corporation's interest in said Mark to Regions Asset Holdings, Inc., an Alabama corporation on March 26, 1998;

WHEREAS, Regions Asset Holdings, Inc. subsequently assigned the entire interest and the goodwill of said Mark to the Assignor, Regions Asset Company on March 26, 1998;

WHEREAS, Assignee now desires to acquire from Assignor and Assignor desires to assign to Assignee said Mark together with the goodwill of its business symbolized thereby;

WHEREAS, Assignor is a wholly owned subsidiary of Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby assign unto said Assignee all rights, title and interest in and to the Mark and identified registration thereof, together with the goodwill thereby.
2. Assignments and Sublicenses. Assignor acknowledges and agrees that, subject to the terms and conditions of this Agreement, only Assignee has the right to license other entities or individuals to use the aforesaid Mark in any manner whatsoever. Assignor shall not grant to any entity or individual the right to use said Mark in any manner whatsoever.

TRADEMARK

REEL: 002673 FRAME: 0785

3. Further Assurances. From time to time hereafter and without further consideration, Assignor shall execute and deliver such additional or further instruments of assignment and transfer and take such actions as Assignee may reasonably request in order to more effectively assign and transfer to Assignee the aforesaid Mark assigned to Assignee hereunder or as shall be reasonably necessary or appropriate in connection with the carrying out or the purposes of this Agreement.

4. Counterparts. This Agreement may be executed in counterparts, each of which when executed by the parties hereto shall be deemed an original and all of which together shall be deemed the same Agreement

5. Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

6. Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignors, its successors and representatives.

7. Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

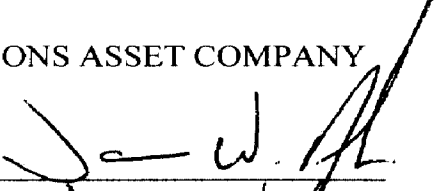
8. Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

9. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

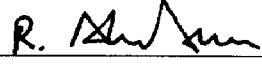
ASSIGNOR:

REGIONS ASSET COMPANY

By: 
Name: JAMES W. HAGEN
Title: SVP-Tax Director

ASSIGNEE:

REGIONS FINANCIAL CORPORATION

By: 
Name: R. Alan Decker
Title: Assistant Vice President