

Form <b>PTO-1594</b> (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings    ⇌ ⇌ ⇌    ▼    ▼    ▼    ▼    ▼    ▼    ▼		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		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): <u>MTB Bank</u>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Connecticut Bank of Commerce</u> Internal Address: _____ Street Address: <u>612 Bedford Street</u> City: <u>Stamford</u> State: <u>CT</u> Zip: <u>06901</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>CT</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  (Designations must be a separate document from assignment)                  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>03/31/2000</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>1819201 1821683</u>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>James Walsh</u> Internal Address: <u>IP Docketing</u> <u>Arnold &amp; Porter</u>  Street Address: <u>555 Twelfth Street, N.W.</u>  City: <u>Washington</u> State: <u>DC</u> Zip: <u>20002</u>			6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px 5px;">2</span>  7. Total fee (37 CFR 3.41).....\$ <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>50-2387</u>		
<b>DO NOT USE THIS SPACE</b>					
9. Signature.  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>James Walsh</u>                      Name of Person Signing                 </div> <div style="width: 30%; text-align: center;">                       Signature                 </div> <div style="width: 30%; text-align: right;"> <u>July 2, 2003</u>                      Date                 </div> </div> <div style="text-align: center; margin-top: 10px;">                     Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 5px;">5</span> </div>					

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

CH \$65.00 502387 1819201

JUN-17-2003 15:19

Loans Assets Mgmt.

972 761 8245 P.02/05

**TRADEMARK AND TRADENAME ASSIGNMENT**

**THIS ASSIGNMENT**, dated as of March 31, 2000, between MTB BANK, a New York banking corporation, having an office at 90 Broad Street, New York, NY 10004 ("Assignor"), and CONNECTICUT BANK OF COMMERCE, a Connecticut banking corporation, having an office at 612 Bedford Street, Stamford, CT 06901 ("Assignee").

**W I T N E S S E T H:**

**WHEREAS**, Assignor is the owner of the trademarks and servicemarks ("Trademarks") and tradenames ("Tradenames") listed on Schedule 1 hereto;

**WHEREAS**, Assignor desires to sell, assign and set over unto Assignee and Assignee desires to purchase and accept the assignment of said Trademark and said Tradenames;

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Assignee and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns and sets over unto Assignee, its successors and assigns, and Assignee hereby purchases and accepts the assignment of: (i) the entire right, title and interest of Assignor in and to the Trademarks and the Tradenames, (ii) the goodwill of the business associated with said Trademarks and the Tradenames, and (iii) any and all claims, demands or rights of action that Assignor has or might have by reason of any infringement of said Trademark, together with the right to prosecute such claims, demands or rights of action in Assignee's own name. This Assignment is effective immediately prior to the close of business of Seller on March 31, 2000.

Assignor does not warrant the validity or enforceability of any Trademark or Tradename transferred hereunder or that such marks and names are free of infringement of proprietary rights of others.

Assignee accepts the foregoing assignment.

This Assignment is made pursuant to, and is subject to, a Purchase and Assumption Agreement dated as of April 23, 1999, as amended and supplemented, (the "Agreement"), between Assignor and Assignee, relating to the purchase by Assignee of certain Assets of Assignor, and in the event of any conflict or inconsistency between this Assignment and the Agreement, the Agreement shall govern.

This instrument may be executed in one or more counterparts, all of which together shall constitute a single instrument.

UN-17-2003 15:19

Loans Assets Mgmt.

972 761 8245 P.03/05

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

ASSIGNOR:

MTB BANK

By: 

Fredric N. Tordella  
Chairman and Chief Executive Officer

ASSIGNEE:

CONNECTICUT BANK OF COMMERCE

By: 

Name: J. Douglas Wilson Jr.  
Title: President

JUN-17-2003 15:20

Loans Assets Mgmt.

972 761 8245 P.04/05

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On the 31<sup>st</sup> day of March, 2000, before me personally came Francis N. Tordella, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the President of MTB BANK, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; and that it was so affixed by authority of the Board of Directors of said Corporation, and that he signed his name thereto by like authority.

Prudence DiBello  
Notary Public

PRUDENCE DiBELLO  
Notary Public, State of New York  
No. 31-4689082  
Qualified in Richmond County  
Certificate Filed in New York County  
Commission Expires May 31, 2001

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On the 31<sup>st</sup> day of March, 2000, before me personally came J. Donald Whand Jr., to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_; that he is the President of CONNECTICUT BANK OF COMMERCE the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; and that the seal affixed to said instrument is such corporate seal; and that it was so affixed by Order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

Prudence DiBello  
Notary Public

PRUDENCE DiBELLO  
Notary Public, State of New York  
No. 31-4689082  
Qualified in Richmond County  
Certificate Filed in New York County  
Commission Expires May 31, 2001

JUN-17-2003 15:20

Loans Assets Mgmt.

972 761 8245 P.05/05

S0-d 78101

**SCHEDULE 1**

MTB (and Globe Design)  
Registration No. 1696467

MTB and Design  
Registration No. 1326846

MTB Bank  
Registration No. 1821683

MTB Bank and Design  
Registration No. 1819201

141575.04