

5-27-03

05-28-2003

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

1. Name of conveying party(ies):
 Greater Bay Bancorp
 400 Emerson Street, 3rd Floor
 Palo Alto, CA 94301

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

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

2. Name and address of receiving party(ies)
 Name: Cupertino National Bank
 Internal
 Address: 4th Floor
 Street Address: 2000 Powell Street
 City: Emeryville State: CA Zip: 94608

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: Effective 12/01/00

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
#2,123,411

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Ms. Linda Iannone
 Internal Address: Greater Bay Bancorp
3rd Floor
 Street Address: 400 Emerson Street
 City: Palo Alto State: CA Zip: 94301

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

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Linda M. Iannone Linda M. Iannone 5/13/03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

05/28/2003 ECOOPER 00000007 2123411
01 FC:0521 40.00 DP

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

TRADEMARK
REEL: 002740 FRAME: 0297

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark is made and delivered by Greater Bay Bancorp, a California corporation ("Assignor"), effective as of the 30th day of November, 2000, to and in favor of Cupertino National Bank, a national banking association, (the "Assignee"), its successors and assigns.

RECITALS:

Assignor, on November 30, 2000 acquired The Matsco Companies, Inc. a Delaware Corporation and then merged The Matsco Companies, Inc. with and into itself. The Matsco Companies, Inc., as a result of its prior merger with Matsco, Inc. a Wyoming corporation, was, at the time of its acquisition by Assignor, the owner and holder of Federal Trademark Registration No. 2,123,411 issued for the MATSCO Mark in International Class 36 for use in connection with commercial financial services in the professional health care industry, namely, lending and equipment leasing (the "MATSCO Mark").

Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to accept from Assignor, all Assignor's right, title and interest in and to the MATSCO Mark.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises, the covenants herein set forth, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor SELLS, NEGOTIATES, ASSIGNS, ENDORSES, TRANSFERS, GRANTS, CONVEYS, and DELIVERS unto Assignee all of the Assignor's right, title, interest and benefit to, in and under the MATSCO Mark, without representations or warranties, express or implied, unless otherwise set out in a writing signed by Assignor and Assignee.

TO HAVE AND TO HOLD the same together with all rights, titles, interests, privileges, claims, demands and equities existing and to exist in connection therewith unto Assignee, its successors and assigns forever.

Assignor hereby represents and warrants that it has good and marketable title to the aforesaid MATSCO Mark as a result of its prior merger with The Matsco Companies, Inc., and that said MATSCO Mark is free and clear of all claims, liens and encumbrances whatsoever.

Assignor does hereby covenant with Assignee and its successors, that Assignor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, bills of sale, transfers, assignments and conveyances, powers of attorney assuring, assigning, granting, conveying and confirming unto Assignee and its successors, all and singular, the MATSCO Mark hereby granted, sold, assigned, transferred,

conveyed and delivered, as Assignee, or its successors, may reasonably require.

To the extent that the MATSCO Mark assigned to Assignee herein shall require the consent of a third party or parties, this instrument shall constitute an assignment of such MATSCO Mark, coupled with an agreement by Assignor to use its best efforts to obtain such consent, and Assignor hereby agrees that it will use its best efforts to obtain such consent to the assignment of such MATSCO Mark to Assignee and will cooperate with Assignee in and will use its best efforts to obtain for the benefit of Assignee any arrangement which Assignee shall consider designed to provide for Assignee, the benefits under the MATSCO Mark which may not otherwise be assigned hereby.

This Assignment shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon Assignee and shall inure to the benefit of each of Assignee and its successors and legal representatives.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the 30th day of November, 2000.

GREATER BAY BANCORP

By: Linda M. Iannone
Linda M. Iannone
Senior Vice President, General Counsel and
Secretary