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OFFICE OF PUBLIC RECORDS

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

2003 JUL -7 AM 9: 52

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

**FINANCE SECTION**

1. Name of conveying party(ies):  
 Hudson United Bank  
 1000 MacArthur Blvd.  
 Mahwah, New Jersey 07430

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation - State of New Jersey  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: First Bank & Trust of Dallas  
 Internal Address: \_\_\_\_\_  
 Street Address: 18333 Preston Road, Suite 100  
 City: Dallas                      State: Texas                      ZIP: 75252

Individual(s) citizenship \_\_\_\_\_  
 Association Texas Banking Association  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

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

Execution Date: June 30, 2003

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes                       No  
 (Designation 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)  
1,380,724                      1,380,725

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Cathryn A. Berryman  
Jenkins & Gilchrist, P.C.  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 1445 Ross Avenue, Ste. 3200  
 \_\_\_\_\_  
 City: Dallas                      State: Texas                      Zip: 75202-2799

6. Total number of applications and registrations involved: Two (2)

7. Total fee (37 CFR 3.41):                      \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:  
10-0447  
 (Attach duplicate copy of this page if paying by deposit account)

07/07/2003 BYRME 00000120 1380724

DO NOT USE THIS SPACE

1 FC: 0521 40.00 OP  
2 FC: 0522 25.00 OP

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.

Cathryn A. Berryman                      Cathryn A. Berryman                      7-1-03  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: One (1)

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (the "Agreement"), to be effective as of June 30, 2003 (the "Effective Date"), is made and entered into by and between Hudson United Bank ("LICENSOR"), a New Jersey corporation, having a principal place of business at 1000 MacArthur Blvd., Mahwah, New Jersey 07430, and First Bank & Trust of Dallas, ("LICENSEE"), a Texas banking association having a principal place of business at 18333 Preston Road, Suite 100, Dallas, Texas 75252.

WITNESSETH

WHEREAS, LICENSOR is the owner of U.S. Trademark Registration Nos. 1,380,724 and 1,380,725 for the mark "JEFFERSON BANK" ("Registrations");

WHEREAS, LICENSEE is desirous of obtaining a paid up, royalty-free, exclusive license to use the marks "JEFFERSON BANK" and "FIRST JEFFERSON BANK," (the "Marks") in connection with banking and financial services ("Services"); and

WHEREAS, LICENSOR is willing to grant such a license under the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and have agreed as follows:

1. License Grant. Subject to a one-time payment of \$10,000 by LICENSEE to LICENSOR and the terms of this Agreement, LICENSOR grants to LICENSEE a paid up, royalty-free, perpetual, exclusive right and license, to the full extent of LICENSOR'S rights under the Registrations and the Common Law,

to use the Marks for operations by LICENSEE in the State of Texas in connection with the Services, and for advertising for said Services within the State of Texas.

2. LICENSEE agrees that it will not intentionally direct advertising into New Jersey or Pennsylvania using the subject Marks. However, it is understood that information sent in connection with routine correspondence to an existing customer of LICENSEE who relocates in New Jersey or Pennsylvania is not considered advertising directed to Pennsylvania and New Jersey. Additionally, advertising and use of the Marks on the Internet shall not be considered advertising intentionally directed to Pennsylvania and New Jersey. Furthermore, advertising on radio or television that is primarily for broadcast in the state of Texas but is incidentally received by satellite dish or cable TV in New Jersey or Pennsylvania is not considered advertising intentionally directed to Pennsylvania and New Jersey.

3. Maintenance of Federal Registration. LICENSOR agrees to maintain the Registrations by timely filing all necessary documents with the U.S. Patent and Trademark Office. While the Registrations are in force, LICENSOR shall assign the Registrations to LICENSEE and be relieved of any further obligation under this clause.

4. Loss of Rights. Should Licensor lose its rights in the Registration, LICENSEE may thereafter use and apply for a federal registration for the Marks in all proper ways, unrestrained by this Agreement.

5. Quality Control. LICENSEE is aware of LICENSOR'S high quality of services and agrees to maintain the same high standard of quality for and services it provides under the Marks. LICENSOR has the right to inspect the quality of services, during normal business hours immediately upon sending written notice, to ensure that the agreed upon quality is maintained.

6. **Enforcement of Rights Against Others.** In the event of any potential infringement of the Marks by a third party, LICENSEE shall have the right, but not the obligation, to police infringements of the Marks at LICENSEE's expense unless otherwise agreed. LICENSOR shall cooperate fully with LICENSEE in any claim relating to LICENSEE'S right to use the Marks and, if requested, agrees to join LICENSEE (at LICENSEE'S expense) as a party plaintiff where joinder is needed to afford LICENSEE the full relief provided by applicable law. Unless agreed otherwise, LICENSEE shall be entitled to the full amount recovered in pursuit of an infringement claim brought by LICENSEE. If LICENSEE elects not to pursue a claim of infringement of the Marks within the State of Texas, LICENSOR may pursue such claim and LICENSEE shall cooperate fully with LICENSOR (at LICENSOR'S expense) on any claim made by LICENSOR. Unless agreed otherwise, LICENSOR SHALL BE ENTITLED to the full amount recovered in pursuit of an infringement action brought by LICENSOR in compliance with this paragraph.

7. **Termination.** This Agreement is intended to continue as long as LICENSEE or its successor-in-interest is using the Marks or until terminated by LICENSOR for a breach of the quality control provision under this Agreement which is not cured within sixty (60) days' notice to the LICENSEE detailing the deficiency. If said deficiency is not curable within 60 days, but LICENSEE commences activities to remedy said deficiency within the 60-day cure period and diligently pursue said cure, this Agreement shall not terminate pursuant to said deficiency and notice and said breach shall be deemed cured when the deficiency is cured.

8. **No Joint Venture, Partnership or Agency.** Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties.

9. Understanding of Terms. Each party to this Agreement represents that it has carefully read this Agreement and knows and understands the contents hereof, that it has signed this Agreement as its own free act without any duress, coercion, or undue influence by or on behalf of any other party, and that it has had the benefit of counsel of its own choice or has been afforded the opportunity to obtain counsel in connection with the negotiation and execution of this Agreement.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, affiliates, subsidiaries, parent corporations, officers, directors, shareholders, beneficiaries, heirs, devisees, successors, licensees, assigns, agents, servants, employees, and attorneys, if any.

11. Entire Agreement. Except as expressly noted herein, this Agreement contains and constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior agreements, arrangements, or understandings between the parties. No oral understandings, statements, promises, or inducements contrary to or in addition to this Agreement exist.

12. Amendments. This Agreement may not be altered or amended except by a subsequent writing signed by all the parties.

13. Assignment. LICENSOR may freely assign this Agreement. LICENSEE may assign this Agreement to an entity or individual which acquires all or substantially all of the assets of LICENSEE, which are related to services delivered under the Marks, or to any parent, subsidiary or affiliate under common control of LICENSEE.

14. Multiple Counterparts. This Agreement may be executed in any number of identical counterparts by one or more parties. All such counterparts,

when so executed, shall be deemed to constitute one final agreement as if one document had been signed by all parties to this Agreement. Each such counterpart, upon execution and delivery of all counterparts, shall be deemed to be a complete original of this Agreement. A telecopy or facsimile transmission of a signed counterpart of this Agreement shall be sufficient to bind the party or parties whose signatures appear thereon.

15. Further Assurances. Each Party to this Agreement hereby agrees to execute and deliver such additional and further instruments, documents, and assurances as may be reasonably necessary to carry out or fully effectuate the intent, purposes, and provisions hereof.

16. Headings. The paragraph headings set forth herein are for convenience only and do not set forth, modify, or affect the substantive terms of this Agreement.

17. Severability. If one or more of the provisions of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby. In the event any provision is held invalid, illegal or unenforceable, the parties (and if necessary, a Court) shall use reasonable efforts to substitute a valid, legal and enforceable provision which, insofar as is practical, implements the purposes of the section held invalid, illegal or unenforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals, all of which shall for all purposes be deemed an original.

HUDSON UNITED BANK, as successor in interest to Jefferson Bank

By: [Signature]  
Name: D. Lynn Van Borkulo-Nuzzo, Esq.  
Title: Executive Vice President and Corporate Secretary

STATE OF New Jersey  
COUNTY OF Bergen

§  
§  
§

This instrument was acknowledged before me on this 30th day of June, 2003, by D. Lynn Van Borkulo-Nuzzo as the Executive Vice President of Hudson United Bank, on behalf of said corporation.

My Commission Expires:

Notary Public  
[Signature: Kathleen Mahoney]  
KATHLEEN MAHONEY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 4, 2006

FIRST BANK & TRUST OF DALLAS

By: [Signature]  
Name: DAVID MYERS  
Title: PRES + CEO

STATE OF TEXAS  
COUNTY OF DALLAS

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§  
§

This instrument was acknowledged before me on this 30<sup>th</sup> day of June, 2003, by DAVID MYERS, as the PRESIDENT & CEO of First Bank & Trust of Dallas, on behalf of said corporation.

[Signature]  
Notary Public

My Commission Expires: 04/13/05

ANGELICA STEFFENS  
Print Name

