

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Umbrellabank, fsb		08/09/2004	federally chartered savings bank: UNITED STATES

RECEIVING PARTY DATA	
Name:	New South Federal Savings Bank
Street Address:	1900 Crestwood Boulevard
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35210
Entity Type:	federally chartered savings bank: UNITED STATES

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	2806068	UMBRELLABANK.COM PLATINUM
Registration Number:	2691865	UMBRELLABANK.COM
Registration Number:	2589265	UMBRELLABANK.COM
Registration Number:	2586072	UMBRELLABANK.COM
Registration Number:	2564254	UMBRELLABANK.COM
Registration Number:	2586075	UMBRELLABANK
Registration Number:	2579567	UMBRELLA BANK
Registration Number:	2886800	UMBRELLABANK

CORRESPONDENCE DATA	
Fax Number:	(202)637-3593
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-383-0198
Email:	eteas@sablaw.com
Correspondent Name:	Elisabeth A. Langworthy, Esq.
Address Line 1:	1275 Pennsylvania Ave, NW

CH \$215.00 2806068

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-2415

ATTORNEY DOCKET NUMBER:

16149-0002

NAME OF SUBMITTER:

Sutherland Asbill & Brennan LLP

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the 9th day of August 2004, by and between UMBRELLABANK, fsb, a federal savings bank ("Assignor"), and NEW SOUTH FEDERAL SAVINGS BANK, a federal savings bank ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of all right, title and interest in and to the marks (the "Marks") set forth on Schedule A and Schedule B hereto and incorporated herein by this reference; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the application set forth on Schedule A (the "Application") and the registrations set forth on Schedule B (the "Registrations"); and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Marks, Application, and Registrations, and whereby the business identified by the Marks, Application, and Registrations are being assigned by the Assignor to the Assignee simultaneously herewith;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby, without recourse, representation or warranty, transfers and assigns to Assignee all right, title and interest in and to the Marks, Application, and Registrations, together with the goodwill of the business symbolized by the Marks, Application, and Registrations, along with the right to recover for damages and profits and other remedies for past infringements, if any, of the Marks, Application, and Registrations.
2. Further Documentation and Actions. Assignor hereby agrees, at Assignee's expense, to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed reasonably necessary by Assignee to vest in Assignee all right, title and interest in and to the Marks, Application, and Registrations, and to enable such right, title and interest to be recorded in the United States Patent & Trademark Office and any other appropriate governmental authority or agency of the United States.
3. Limitations. Nothing contained in this Assignment shall be deemed to supersede or change any of the obligations, agreements, provisions, covenants, warranties or representations of Assignor or Assignee as set forth in that certain Internet Platform Purchase and Assumption Agreement dated as of June 17, 2004 by and between Assignor as Seller thereunder and Assignee as Buyer thereunder (the "Purchase Agreement"). In the event of any

conflict between this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control. Terms used herein and not otherwise defined shall have the meaning set forth in the Purchase Agreement.

UMBRELLABANK, FSB

By: Colleen A. Kitch
Colleen A. Kitch
President

Exhibit K: Schedule A

Application

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
UMBRELLABANK	75/909,939	02/4/2000
	On 06/09/2004 - Statement of Use or Extension to Time not filed, due to lack of use of specific mark and redundancy.	

Exhibit K: Schedule B

Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
UMBRELLABANK	2,579,567	06/11/2002
	2,586,075	06/25/2002
UMBRELLABANK.COM	2,564,254	04/23/2002
	2,586,072	06/25/2002
	2,589,265	07/02/2002
	2,691,865	03/04/2003
	2,806,068	01/20/2004