

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**  
 Village Bank & Trust, ssb Savings Bank

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

Citizenship (see guidelines) U. S.  
 Execution Date(s) 11/15/04

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  
 Additional names, addresses, or citizenship attached?  Yes  No

Name: Prosperity Bancshares, Inc.  
 Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street Address: 4295 San Felipe  
 City: Houston  
 State: TX  
 Country: U. S. Zip: 77027

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship U. S.  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

**3. Nature of conveyance:**

Assignment       Merger  
 Security Agreement       Change of Name  
 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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
2,812,021

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
 Name: McNair Law Firm, P.A.  
 Internal Address: P.O. Box 10827  
 Street Address: \_\_\_\_\_  
 City: Greenville  
 State: SC Zip: 29603  
 Phone Number: (864) 232-4261  
 Fax Number: (864) 232-4437  
 Email Address: IPdocket@mcnair.net

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number 502079  
 Authorized User Name William D. Lee, Jr.

**9. Signature:** William D. Lee, Jr.  
 Signature  
 William D. Lee, Jr.  
 Name of Person Signing

11/29/04  
 Date  
 Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5885, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 602079 2812021

**ASSIGNMENT OF SERVICE MARK  
AND  
ASSOCIATED INTELLECTUAL  
PROPERTY RIGHTS**

WHEREAS, Village Bank & Trust, ssb Savings Bank, organized under the laws of the State of Texas, having a principal office at 2101 Lakeway Boulevard, #130, Austin, Texas 78734 (hereinafter called "Village") is the owner of record of the service mark, registration thereof, and domain name listed in Schedule A attached hereto and collectively referred to as the "Intellectual Property";

WHEREAS, Prosperity Bancshares, Inc., a corporation organized under the laws of the State of Texas, having a principal place of business at Prosperity Bank Plaza, 4295 San Felipe, Houston, Texas 77027 (hereinafter called "Prosperity") has acquired all of the assets of Village including said Intellectual Property;

WHEREAS, in completing the transfer of assets, Village wishes to specifically identify and transfer to Prosperity all of its rights, title, and interest in and to the Intellectual Property for the purpose of establishing a record of the chain of title;

NOW, THEREFORE, in consideration of \$1.00, the premises above, and other good and valuable consideration, Village does hereby transfer, set over, assign, and sell all of its rights, title, and interest in and to said Intellectual Property to Prosperity, its heirs, assigns, and successors forever to have and hold said Intellectual Property to the same extent as that enjoyed by Village;

Village hereby covenants and warrants that it is the owner of record of the registrations and domain names listed in said Intellectual Property, that it has disclosed an Agreement between it and Village Bankcorp Inc. of Illinois dated October 3, 2003 to

Prosperity and that said Property is transferred subject to said Agreement, and that it has the full right to make this assignment;

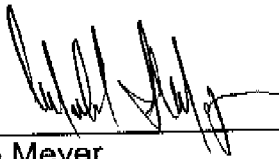
Village further covenants and agrees that it will or it will cause its authorized representative(s) to execute any documents to complete the claim of title to said Intellectual Property in Prosperity as may be required;

Specifically, when and if so requested by Prosperity, Village will execute, as requested, pertinent documents and/or perform the steps to electronically transfer the ownership of the domain names in Schedule A to Prosperity or its designee.

IN WITNESS WHEREOF, the undersigned, as a duly authorized officer or representative of Village Bank & Trust does hereby set his/her hand and seal this 15<sup>th</sup> day of November, 2004.

VILLAGE BANK & TRUST

By:



Mike Meyer

Title: President

**SCHEDULE A**  
**(Intellectual Property)**

- 1) The Service Mark "Village Bank & Trust", the goodwill associated therewith, and all rights therein including logos or designs displaying the mark.
- 2) U.S. Trademark Registration No. 2,812,021 for the above "Village Bank & Trust" service mark.
- 3) The Domain Names "villagebank.com," "village-mortgage.com," "villagebank.insurance.com" and any other domain name or internet address incorporating the words "village bank" owned, controlled, or acquired by Prosperity in its acquisition of Village Bank & Trust of Austin, Texas and its assets.
- 4) The Copyright(s) in any web page or links thereto for Village Bank & Trust including any underlying software created by or for Village Bank and Trust and to which Prosperity is entitled as a result of acquiring Village.
- 5) The Copyright(s) in any advertising material featuring "The Village Bank & Trust" which has been created for or by Village and to which Prosperity is entitled.
- 6) The rights in an to the tradename "Village Bank & Trust".

This Schedule A is attached to an Assignment of Service Mark and Associated Intellectual Property Rights from Prosperity to Southern Community Financial Corporation dated November 15, 2004.

By: MM  
(Initials Only)

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