

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): Prosperity Bancshares, Inc. <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 TX <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Execution Date(s) <u>12/08/04</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Southern Community Financial Corporation</u> Internal Address: _____ Street Address: <u>1231 Alverser Drive</u> City: <u>Midlothian</u> State: <u>VA</u> Country: <u>U.S.</u> Zip: <u>23113</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>U.S.</u> <input type="checkbox"/> Other _____ Citizenship _____ 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)
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 _____	
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) <u>2,812,021</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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: <u>McNair Law Firm, P.A.</u> Internal Address: <u>P.O. Box 10827</u> <u>Greenville, SC 29603-0827</u> Street Address: <u>7 North Laurens St., Ste. 600</u> City: <u>Greenville</u> State: <u>SC</u> Zip: <u>29603</u> Phone Number: <u>(864) 232-4261</u> Fax Number: <u>(864) 232-4437</u> Email Address: <u>IPdocket@mcnair.net</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>502079</u> Authorized User Name <u>William D. Lee, Jr.</u>
9. Signature: <u>William D. Lee Jr.</u> <u>12/14/04</u> Date _____ William D. Lee, Jr. Signature Date Name of Person Signing Total number of pages including cover sheet, attachments, and document: 5	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5895, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

CH \$40.00 502079 2812021

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

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 Bank & Trust of Austin, Texas, a Savings Bank organized under the laws of the State of Texas (hereinafter called "Village") and as a result of said acquisition is the owner of Intellectual Property listed in Schedule A attached hereto;

WHEREAS, Southern Community Financial Corporation, a Virginia corporation, having a principal office at 1231 Alverser Drive, Midlothian, Virginia 23113, (hereinafter "Southern") wishes to acquire said Intellectual Property, and Prosperity wishes to sell said Intellectual Property to Southern;

NOW, THEREFORE, in consideration of the sum of Ten Thousand Dollars (\$10,000), the receipt and sufficiency of which is hereby acknowledged, Prosperity does hereby transfer, set over, assign, and sell all of its rights, title, and interest in and to said Intellectual Property in attached Schedule A to Southern, its heirs, assigns, and successors forever to have and hold to the same extent as that enjoyed by Prosperity subject to the terms and conditions set forth below:

1. Prosperity warrants that it is the owner of said Intellectual Property by acquiring from Village, the rights Village has therein, it has disclosed an Agreement between Village and Village Bancshares, Inc. of Illinois dated October 3, 2003 to

Southern, who takes said Intellectual Property subject to said Agreement, and that it has the full right to make this assignment;

2. Prosperity covenants and agrees that it will execute or it will cause to have executed on its behalf any documents to complete transfer of record title to said Property to Southern as may be necessary.

3. Prosperity may retain the right to use the domain names "villagebank.com" and "village-mortgage.com" listed in Schedule A until August 31, 2005 so that former customers of Village Bank & Trust may be directed to Prosperity. Prosperity will pay all fees and file all documents that may be required to keep said domain names active and registered until transferred into Southern's name.

4. On or before August 31, 2005, Prosperity, upon request by Southern, agrees to execute or have executed any documents or perform or have performed any electronic transfers necessary to place record ownership of said domain name in Southern. If Prosperity decides to discontinue use of either domain name prior to August 31, 2005, Prosperity will promptly notify Southern of the discontinued use so that the transfer of record ownership may be accomplished.

5. Southern hereby agrees that it will not use the service mark "Village Bank and Trust" to identify banking services offered by it at any location within the State of Texas.

IN WITNESS WHEREOF, the parties hereto through their respective duly authorized undersigned officers hereby set their hands and seals on the day and year

entered below their names. This Agreement is executed in duplicate and will become effective upon the date the last party to sign does sign.

Southern Community Financial Corporation

By: Thomas W. Imfree

Title: President

Date: 12/8/04

Prosperity Bancshares, Inc.

By: Peter J. ...

Title: General Counsel

Date: 11-19-04

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 Name "villagebank.com" and any other domain name or internet address incorporating the words "village bank" owned, controlled, or used by Prosperity.
- 4) The Copyright(s) in any web page or links thereto for Village Bank & Trust including any underlying software created by or for Prosperity and which Prosperity is entitled to.
- 5) The Copyright(s) in any advertising material featuring "The Village Bank & Trust" which has been created for or by Prosperity and to which Prosperity is entitled.
- 6) Any rights in an to the tradename "Village Bank & Trust" to which Prosperity is entitled.

This Schedule A is attached to an Assignment of Service Mark and Associated Intellectual Property Rights from Prosperity Bancshares, Inc. to Southern Community Financial Corporation dated 11-19, 2004.

By: 

(Initials)

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