

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regions Financial Corporation		12/14/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Regions Asset Company
Street Address:	300 Delaware Avenue
Internal Address:	Suite 1212
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1703721	BRING US YOUR DREAMS
Registration Number:	1881600	REGIONS
Registration Number:	1914267	REGIONS
Registration Number:	2005310	REGIONS GROWTH ACCOUNT
Registration Number:	2005285	REGIONS LIFESPAN ACCOUNTS
Registration Number:	1957997	REGIONS MANAGEMENT ACCOUNT
Registration Number:	2005321	REGIONS PERFORMANCE ACCOUNT
Registration Number:	1918496	REGIONS BANK
Registration Number:	0921721	THE RIGHT BANK IN THE RIGHT PLACE
Registration Number:	1971170	THE RIGHT CALL

CORRESPONDENCE DATA	
Fax Number:	(205)250-5034
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(205)250-5041

CH \$265.00 1703721

Email: Hope.Mehlman@arlaw.com  
Correspondent Name: Hope D. Mehlman  
Address Line 1: 2100 3rd Avenue North  
Address Line 2: Suite 1100  
Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER:

046213.000240

NAME OF SUBMITTER:

Hope D. Mehlman

Total Attachments: 3

source=assignment#page1.tif

source=assignment#page2.tif

source=assignment#page3.tif

## ASSIGNMENT

**THIS AGREEMENT** is made and entered into this 14<sup>th</sup> day of December, 2004 by and between **REGIONS FINANCIAL CORPORATION**, a Delaware corporation, having an office and principal place of business at 417 20<sup>th</sup> Street North, Birmingham, County of Jefferson, Alabama 35203 (“Assignor”), and **REGIONS ASSET COMPANY**, a Delaware corporation, having an office and principal place of business at 300 Delaware Avenue, Suite 1212, Wilmington, County of New Castle, Delaware 19801 (“Assignee”).

## WITNESSETH

**WHEREAS**, Assignee desires to receive from Assignor an assignment of all the rights, title, and interest in the marks described and set forth on Schedule A (collectively, the “Marks”), attached hereto and made a part hereof; and

**WHEREAS**, Assignor desires to assign to Assignee all of its rights, titles, and interest in and to the Marks in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

1. Assignment. Assignor does hereby assign and quit claim unto Assignee all rights, title and interest in and to the Marks and identified registrations thereof, together with the goodwill thereby.

2. Assignments and Sublicenses. Assignor acknowledges and agrees that, subject to the terms and conditions of this Agreement, only Assignee has the right to license other entities or individuals to use the Marks in any manner whatsoever. Assignor shall not grant to any entity or individual the right to use the Marks in any manner whatsoever.

3. Further Assurances. From time to time hereafter and without further consideration, Assignor shall execute and deliver such additional or further instruments of assignment and transfer or confirmation and take such actions as Assignee may reasonably request in order to more effectively confirm ownership in, assign and transfer to Assignee the Marks or as shall be reasonably necessary or appropriate in connection with carrying out the purposes of this Agreement.

4. Counterparts. This Agreement may be executed in counterparts, each of which when executed by the parties hereto shall be deemed an original and all of which together shall be deemed the same Agreement.

5. Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

6. Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignor, its successors and representatives.

7. Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting, this Agreement.

8. Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

9. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the day and year first above written.

**ASSIGNOR:**

**ASSIGNEE:**

**REGIONS FINANCIAL CORPORATION**

**REGIONS ASSET COMPANY**

By: 

By: 

Name: James W. Arnold

Name: Eric Haar

Title: Senior Vice President

Title: President

**SCHEDULE A**

<b>SERVICE MARK</b>	<b>REGISTRATION NUMBER</b>
BRING US YOUR DREAMS	1703721
REGIONS	1881600
REGIONS	1914267
REGIONS GROWTH ACCOUNT	2005310
REGIONS LIFESPAN ACCOUNTS	2005285
REGIONS MANAGEMENT ACCOUNT	1957997
REGIONS PERFORMANCE ACCOUNT	2005321
REGIONS BANK	1918496
THE RIGHT BANK IN THE RIGHT PLACE	0921721
THE RIGHT CALL	1971170