

## 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
Regional Bankshares, Inc.		07/12/2005	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Atlantic Bancshares, Inc.		
Street Address:	P.O. Box 3077		
City:	Bluffton		
State/Country:	SOUTH CAROLINA		
Postal Code:	29910		
Entity Type:	CORPORATION: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76637958	ATLANTIC COMMUNITY BANK	
CORRESPONDENCE DATA			
Fax Number:	(843)720-4324		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(843) 853-5200		
Email:	john.mcelwaine@nelsonmullins.com		
Correspondent Name:	John C. McElwaine		
Address Line 1:	151 Meeting Street, Ste. 600		
Address Line 4:	Charleston, SOUTH CAROLINA 29401		
NAME OF SUBMITTER:	John C. McElwaine		
Signature:	/jcm/		
Date:	08/16/2005		
Total Attachments: 3			

OP \$40.00 76637958

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TRADEMARK  
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**Atlantic Bancshares, Inc.  
Post Office Box 3077  
Bluffton, South Carolina 29910**

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into by and between Regional Bankshares, Inc., a South Carolina corporation ("Assignor"), and Atlantic Bancshares, Inc., a South Carolina corporation ("Assignee").

WHEREAS, Assignor has applied for federal registration of the service mark "Atlantic Community Bank" as contained in U.S. Service Mark Application, Serial No. 76/637958, and has adopted and begun plans to use, in the ordinary course of business, this common law service mark;

WHEREAS, Assignor is willing to assign all of Assignor's right, title and interest in and to the mark contained in U.S. Serial No. 76/637958 ("Assigned Mark"), including all goodwill pertaining thereto, to Assignee, and Assignee is willing to accept such assignment on the terms and conditions set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Transfer of Assigned Mark.

1.0 Assignor hereby transfers and assigns all of its right, title and interest whatsoever throughout the world in and to the Assigned Mark, all applications to register the Assigned Mark, and all registrations of the Assigned Mark, together with the entire portion of the business to which the Assigned Mark pertains, including the goodwill of all business connected with the use of and symbolized by the Assigned Mark, to the Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to continue any pending trademark applications, administrative actions or sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Mark.

1.1 Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Mark anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignee shall have control over the Assigned Mark, including control over the nature and quality of the goods or services on or in connection with which the Mark is used, and shall at all times be given access to any and all resources of Assignor necessary to exercise such control.

1.2 Assignor covenants not to use or display the Assigned Mark, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee.

1.3 Assignor further covenants not to contest or challenge the validity of the Assigned Mark, any applicable registrations thereof or the ownership of the Assigned Mark by Assignee.

2. Further Assurances.

2.0 Assignor shall execute and deliver such further instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Mark to Assignee. Assignor therefore agrees:

(a) To execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Mark;

(b) To provide testimony and other evidence in connection with any proceeding affecting the right, title or interest of Assignee in the Assigned Mark; and

(c) To perform any other acts deemed necessary to carry out the intent of this Agreement.

3. Means and Control.

3.0 To effect the transfer of ownership of the Assigned Mark to Assignee, including the goodwill of all business connected with the use of and symbolized by the Assigned Mark, Assignor shall:

(a) Provide Assignee with information and documentation regarding the standards, business plans, specifications and customers applicable to the services and goods to which the Assigned Mark relates; and

(b) Furnish Assignee with the files evidencing all proceedings involving the Assigned Mark and provide access to counsel familiar with such proceedings.

4. Warranties.

4.0 Assignor represents and warrants that

(a) Assignor has not entered into any agreement, license, release or order that restricts the right of Assignor or Assignee to use the Assigned Mark in any way;

(b) This Agreement does not violate any security agreement, indenture, order, or other instrument or agreement to which Assignor, or either of them, is a party; and

(c) Assignor has not used, registered, attempted to register or assisted any other party in using, registering, or attempting to register, and it will not use, attempt to register or assist any other party in using or attempting to register any name or mark confusingly similar to the Assigned Mark.

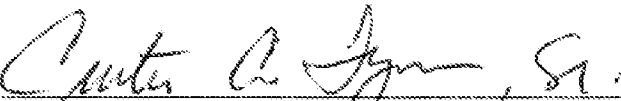
5. Miscellaneous.

5.0 The provisions of this Agreement constitutes the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.

5.1 Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

5.2 The terms of this Agreement are severable. If any term is declared invalid, it shall not affect the remaining terms which shall continue to be binding and subsisting.

REGIONAL BANKSHARES, INC.

  
Curtis A. Tyner, Sr., CEO and President

Date: July 12, 2005