

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prosperity Bank	FORMERLY successor by merger to Heritage Bank	10/19/2005	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Burr Wolff, L.P.		
Street Address:	3355 West Alabama, Suite 600		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77098-1718		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2113518	PTS CORPORATE	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.570.1292		
Email:	mrovner@goodwinprocter.com		
Correspondent Name:	Miriam J. Rovner, Senior Paralegal		
Address Line 1:	Exchange Place, 53 State Street		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109-2881		
ATTORNEY DOCKET NUMBER:	120556-160730 (1703-370)		
NAME OF SUBMITTER:	Miriam J. Rovner		
Signature:	/mjr/		

CH \$40.00 2113518

Date:

10/20/2005

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made this 19th day of October 2005 (the "Release Date") by PROSPERITY BANK (which is the successor by merger to Heritage Bank, the listed secured party) ("Secured Party"), for the benefit of BURR WOLFF, L.P., a Texas limited partnership ("Debtor").

WHEREAS, Debtor granted to the Secured Party a security interest and lien in and to the trademark identified in Exhibit A attached hereto and made a part hereof (the "Trademark");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office ("USPTO") notices of a security interest in the Trademark; and

WHEREAS, Debtor has paid all outstanding amounts currently owing to Secured Party and have requested that the Secured Party release its security interest in the Trademark.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademark granted by Debtor.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for Debtor with the USPTO.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to Debtor and the cost and expense of such documents and actions shall be borne solely by Debtor.

5. Governing Law. This Release shall be governed by and construed and enforced under the laws of The Commonwealth of Massachusetts.

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IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

PROSPERITY BANK


By: 
Name: Thomas A. Miller
Title: Banking Center President

EXHIBIT A

U.S. Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
PTS CORPORATE		2113518	June 18, 1997