TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANC:Source, Inc.	FORMERLY U.S. BANC:Source, Inc.	10/18/2005	CORPORATION: KENTUCKY

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	8000 Maryland Avenue
Internal Address:	Suite 1400
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2749594	BANC:SOURCE
Registration Number:	2637169	BANC:SOURCE
Serial Number:	78549556	B
Serial Number:	78549560	B
Serial Number:	78549532	BANCSOURCE
Serial Number:	78549548	BANCSOURCE
Serial Number:	78247071	S.P.I.C.E.
Serial Number:	78549552	YOUR BETTER BANKING RESOURCE
Serial Number:	78549545	BANCSOURCE

OP $240.00 2749594

CORRESPONDENCE DATA

Fax Number: (314)480-1505

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	314.480.1500
Email:	trademark@husch.com
Correspondent Name:	Mitzi G. Cherry
Address Line 1:	190 Carondelet Plaza
Address Line 2:	Suite 600
Address Line 4:	St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	70241-014 BANC:SOURCE
NAME OF SUBMITTER:	G. Kimberley Diamond
Signature:	/G. Kimberley Diamond/
Date:	11/23/2005

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made this 18th day of October, 2005, by and between **FIFTH THIRD BANK ("Lender")**, with an office at 8000 Maryland Avenue, Suite 1400, St. Louis, Missouri 63105, and **BANC:Source, Inc.**, a Kentucky corporation, having its chief executive office and principal place of business in Kentucky at 1030 Market Street, Henderson, Kentucky 42420 **("Borrower").**

Recitals

The Borrower and the Lender are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Lender may now or hereafter extend credit to or for the account of the Borrower.

As a condition to extending credit to or for the account of the Borrower, the Lender has required the execution and delivery of this Agreement by the Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. Capitalized terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which the Borrower may now or at any time hereafter owe to the Lender, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Loan Agreement).

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) internet domain names and registrations associated with each, (iii) licenses, fees or royalties with respect to each, (iv) the right to sue for past, present and future infringement, dilution and damages therefor, (v) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit A**.

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2. Security Interest. The Borrower hereby irrevocably pledges and assigns to, and grants the Lender a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Borrower.

3. Representations, Warranties and Agreements. The Borrower represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** Each Borrower is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, and this Agreement has been duly and validly authorized by all necessary action on the part of the Borrower.

(b) ***Trademarks.*** **Exhibit A** accurately lists all Trademarks owned or controlled by the Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit A** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Borrower's or any Affiliate's business(es). If after the date hereof, the Borrower owns or controls any Trademarks not listed on **Exhibit A** (other than common law marks which are not material to the Borrower's or any Affiliate's business(es)), or if **Exhibit A** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Borrower shall within thirty (30) days provide written notice to the Lender with a replacement **Exhibit A**, which upon acceptance by the Lender shall become part of this Agreement.

(c) ***Affiliates***. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Borrower, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Borrower; or (ii) notify the Lender of such item(s) and cause such Affiliate to execute and deliver to the Lender a trademark security agreement substantially in the form of this Agreement.

(d) ***Title.*** The Borrower has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. The Borrower (i) will have, at the time the Borrower acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) ***No Sale.*** Except as permitted in the Loan Agreement, the Borrower will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the Lender's prior written consent.

(f) ***Defense.*** The Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens. The Borrower shall provide written notice to Lender of any such claim or demand, including a description of the nature of such claim or demand and a copy of any complaint, petition, or notice associated therewith, within ten (10) days of the Borrower's receipt of notice of same.

(g) ***Maintenance.*** The Borrower will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, fees, and renewals possible with respect to trademark registrations and applications therefor. The Borrower covenants that it will not abandon nor fail to pay any fee due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Lender: (i) sufficient written notice, of at least thirty (30) days, to allow the Lender to timely pay any such fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such fees or to file such affidavit or renewal, should such be necessary or desirable.

(h) ***Lender's Right to Take Action.*** If the Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Borrower notifies the Lender that it intends to abandon a Trademark, the Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Borrower (or, at the Lender's option, in the Lender's own name) and may (but need not) take any and all other actions which the Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Borrower shall pay the Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Lender in connection with or as a result of the Lender's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Lender at the Default Rate.

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(j) ***Power of Attorney.*** To facilitate the Lender's taking action under subsection (h) and exercising its rights under Section 6, the Borrower hereby irrevocably appoints (which appointment is coupled with an interest) the Lender, or its delegate, as the attorney-in-fact of the Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Borrower under this Section 3, or, necessary for the Lender, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Borrower's Use of the Trademarks. The Borrower shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured. The Borrower shall provide written notice to Lender of any lawsuit or other action taken to enforce the Trademarks within thirty (30) days of the initiation of such action. The Borrower covenants that it will at its own expense protect and defend the Trademarks from infringement by third parties to the extent reasonably advisable in its business, and if the Borrower fails to do so, the Lender may (but shall have no obligation to) do so in the Borrower's name or in the Lender's name, but at the Borrower's expense, and the Borrower shall reimburse the Lender in full for all expenses, including reasonable attorney's fees, incurred by the Lender in protecting and defending the Trademarks. In the event that Lender undertakes the protection or defense of the Trademarks under the provisions of this paragraph, Lender shall retain all damages, awards, or other sums recovered as a result of Lender's efforts. The Borrower further covenants that it will give notice to the Lender sufficient to allow the Lender to timely carry out the provisions of this paragraph.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) the Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made; or (d) Lender believes, in Lender's reasonable judgment, that Lender's rights in the Trademarks are insecure.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Lender may, at its option, take any or all of the following actions:

(a) The Lender may exercise any or all remedies available under the Loan Agreement.

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(b) The Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, the Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Lien Perfection; Further Assurances. Borrower shall execute such UCC-1 financing statements as are required by the UCC and such other instruments, assignments or documents as are necessary to perfect Lender's interest in the Trademarks and shall take such other action as may be required to perfect or to continue the perfection of same. Unless prohibited by applicable law, Borrower hereby irrevocably authorizes Lender to execute and file any such financing statements. Borrower further irrevocably authorizes Lender to record this Agreement with the U.S. Patent and Trademark Office, as well as any applicable foreign trademark authorities, at Lender's option. Borrower also hereby ratifies its authorization for Lender to have filed in any jurisdiction any like financing statements or amendments thereto if filed prior to the date hereof. The parties agree that a photographic or other reproduction of this Agreement shall be sufficient as a financing statement and may be filed in any appropriate office in lieu thereof. At Lender's request, Borrower shall also promptly execute or cause to be executed and shall deliver to Lender any and all documents, instruments and agreements deemed necessary by Lender to give effect to or carry out the terms or intent of this Agreement.

8. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Lender. A waiver signed by the Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently, at the Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Lender shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective participants, successors and assigns and shall take effect when signed by the Borrower and delivered to the Lender, and the Borrower waives notice of the Lender's acceptance hereof. The Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of the Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Missouri without regard to conflicts

of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

(Remainder of this page intentionally blank)
(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Accepted in St. Louis, Missouri:

FIFTH THIRD BANK
("Lender")

By: _____
Name: Jack Clifford
Title: V. P.

(Remainder of this page intentionally blank.)

(Signatures and Notaries of Borrower on following pages.)

2149735.01

BANK:source, Inc., a Kentucky corporation

By: _____
Name: Tom Black
Title: Chairman

STATE OF Tennessee)
) ss.
COUNTY OF Davidson)

On this 7th day of October, 2005, before me appeared Tom Black, to me personally known to be the Chairman of BANC:source, Inc., a Kentucky corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires: 1-26-08

NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 26, 2008

2149735.01

Exhibit A

Trademarks

Application Number (A) or Registration Number (R)	Mark	Registration Date
R2749594	BANC:source	08-12-2003
R2637169 A78/549556	BANC:SOURCE	10-15-2002
78/549560		
78/549532 78/549548	BANCSOURCE BANCSOURCE	
78/549545	SOURCE	
78/247071 78/549552	S.P.I.C.E. YOUR BETTER BANKING RESOURCE	

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