

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J. Daniel Sizemore		09/14/2006	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vision Bank		
Street Address:	2201 West 1st Street		
City:	Gulf Shores		
State/Country:	ALABAMA		
Postal Code:	36542		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2502652	VISION BANK	
CORRESPONDENCE DATA			
Fax Number:	(312)655-1501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-655-1500		
Email:	jrmdocket@welshkatz.com		
Correspondent Name:	Joseph R. Marcus		
Address Line 1:	120 S. Riverside Plaza		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	6985-76230		
NAME OF SUBMITTER:	Joseph R. Marcus		
Signature:	/jrm/		
Date:	09/25/2006		

CH \$40.00 2502652

Total Attachments: 2
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of this 14th day of September, 2006 (the "Effective Date") by and between J. Daniel Sizemore, an Alabama citizen located at 2201 West 1st Street, Gulf Shores, AL 36542 ("Assignor") and Vision Bank, an Alabama banking institution with its principal place of business at 2201 West 1st Street, Gulf Shores, AL 36542 ("Assignee").

WHEREAS, Assignor has determined it is in his best interests to convey and assign the trademark identified in Paragraph 1 below to Assignee in accordance with the terms and conditions set forth below;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest of Assignor in, to, and under the trademark registration for VISION BANK, U.S. Registration No. 2,502,652 (the "Trademark") and all rights to enforce the Trademark. The Trademark includes any and all rights to all goodwill associated therewith. Assignor further covenants to cooperate, at the expense of Assignee, with any efforts by Assignee to secure and perfect its rights under this Assignment.

2. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee that he is assigning all of his right, title and interest to the Trademark, and that he conveys the Trademark to Assignee free and clear of any liens or encumbrances. Assignor further represents and warrants that Assignor has not heretofore assigned or otherwise transferred the Trademark, and that there are no claims or threatened claims including, without limitation, cease-and-desist letters, trademark infringement, invalidity, dilution, sponsorship claims or any administrative actions against the Trademark or him as an Assignor.

3. Cooperation. Assignor agrees that he will cooperate fully in and will execute and deliver any and all other documents, papers, forms and authorizations and take any and all other actions that may be necessary or desirable for transferring to Assignee all right, title and interest in and to the Trademark.

4. Authority. Each of the undersigned represents and warrants that he is duly and validly authorized to execute this Assignment.

5. Entire Agreement. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understanding and negotiations, both oral and written, between the parties with respect to the subject matter of this Assignment. This Assignment may not be modified except by means of a writing signed by both parties.

6. Binding Effect. This Assignment is binding upon and will inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. Governing Law. This Assignment shall be construed and interpreted according to the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

J. Daniel Sizemore
J. Daniel Sizemore

ASSIGNEE:

William E. Blackmon
VISION BANK
By: William E. Blackmon
Its: CFO

STATE OF ALABAMA
COUNTY OF Baldwin

I, the undersigned, as Notary Public, in and for said County in said State, hereby certify that J. Daniel Sizemore, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily.

Given under my hand and official seal this 14th day of Sept., 2006.

Commie L. Shupp
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 5/19/10