

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of all rights, title and interest in the trademarks in the State of Florida

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fifth Third Financial Corporation		04/13/2006	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Bouchard Insurance, Inc.
<b>Street Address:</b>	101 Starcrest Drive
<b>City:</b>	Clearwater
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33765
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2726003	
Serial Number:	78124720	RELATIONSHIPS BUILT ON TRUST

**CORRESPONDENCE DATA**

**Fax Number:** (813)227-0431  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** (813) 227-7431  
**Email:** hschwarz@trenam.com  
**Correspondent Name:** Heather R. Schwarz  
**Address Line 1:** 101 E. Kennedy Boulevard, Suite 2700  
**Address Line 4:** Tampa, FLORIDA 33602

<b>ATTORNEY DOCKET NUMBER:</b>	04-4256: BOUCHARD
<b>NAME OF SUBMITTER:</b>	Heather R. Schwarz
<b>Signature:</b>	/Heather R. Schwarz/

**CH \$65.00 2726003**

Date:

11/06/2006

**Total Attachments: 15**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement ("Trademark Assignment") is made this \_\_\_ day of April, 2006, but effective for all purposes as of December 15, 2004 (the "Effective Date"), by and between Bouchard Insurance, Inc., a Florida corporation ("Assignee") and Fifth Third Financial Corporation ("Assignor"). Assignor and Assignee hereinafter may be referred to individually as a "party" and collectively as the "parties."

**RECITALS**

WHEREAS, F.N.B. Corporation ("FNB-PA") previously owned exclusive rights to those certain United States trademark and servicemark applications/registrations for the marks set forth in the attached Exhibit A and Exhibit B and the goodwill of its business associated therewith (each trademark and its respective goodwill are hereinafter referred to collectively as a "Mark" and both trademarks and related goodwill are hereinafter collectively referred to as the "Marks");

WHEREAS, pursuant to that certain Trademark Assignment and Joint Ownership Agreement (the "FNB Assignment"), dated January 1, 2004, by and between FNB-PA and First National Bankshares of Florida, Inc. ("FNB-FL"), a copy of which is attached as Exhibit C, FNB-PA granted to FNB-FL a 50% ownership interest in the Marks as well as the exclusive and sole right to use the Marks in the State of Florida (the "Assigned Territory");

WHEREAS, the FNB Assignment permitted FNB-FL freely to assign or license the Marks within the Assigned Territory, and stipulated that the provisions of such FNB Assignment will bind and inure to the benefit of the successors, assigns and licensees of FNB-FL;

WHEREAS, Assignee, pursuant to a certain Stock Purchase Agreement (the "SPA"), dated December 15, 2004, by and between FNB-FL and Assignee, FNB-FL sold all of the issued and outstanding stock of Roger Bouchard Insurance, Inc. to Assignee and agreed to license the use of the Marks to Assignee;

WHEREAS, immediately following the consummation of the SPA, FNB-FL merged with and into Assignor, and Assignor now stands in the place of FNB-FL as a result of such merger;

WHEREAS, Assignee and/or its subsidiaries have previously used the Marks in connection with branding, advertising and identifying itself in providing insurance and insurance related services, including annuities and 401 (k) plans, but not banking or banking related services (the "Services") in the Assigned Territory;

WHEREAS, Assignee desires to obtain from Assignor an assignment to use the Marks solely in connection with Assignee's Services and within the Assigned Territory.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference into this Trademark Assignment, the mutual covenants, agreements, representations and warranties contained in this Trademark Assignment, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

## AGREEMENT

1. Assignment Subject to the terms and conditions of this Trademark Assignment, Assignor hereby assigns to Assignee all rights, titles and interests in the Marks, including all federal, state, and common law rights therein, the good will of the business symbolized by the Marks, any infringement of the Marks, including, without limitation, the rights to sue for any infringements in its own name and stead and for its own benefit, solely in connection with Assignee's Services and only within the Assigned Territory. It is expressly understood and agreed that this assignment shall pertain only to the Marks and only to Assignee's Services and does not extend outside the Assigned Territory or to any other trademarks or service marks, products, or services.

2. Territories Assignee shall have the exclusive and sole right to the Marks in connection with Assignee's Services in the State of Florida. The term "Assigned Territory," as used herein with respect to the Marks shall mean, at any given time, the State of Florida as to which Assignee has the exclusive and sole right to use such Marks in connection with Assignee's Services, provided, however, that Assignor and Assignee may use the Marks on their Internet web sites in connection with conducting their businesses in their respective designated Territories.

3. Consideration The Assignee, in consideration of the Assignor assigning the Marks to the Assignee within the Assigned Territory under the terms and conditions of this Trademark Assignment, will pay to the Assignor the lump sum amount of Ten Thousand Dollars and Zero Cents (\$10,000.00). Said amount will be paid in U.S. dollars and on the signing of this Trademark Assignment.

4. Renewal of Registration for the Mark Assignee and FNB-PA, or any future parties who acquire Assignor's, Assignee's or FNB-PA rights in either Mark, shall take all reasonable steps at its own expense to keep the registration for such Mark in full force and effect at all times, including, but not limited to, preparing those documents necessary to renew the registration for such Mark, forwarding the same to any applicable party, for its approval and execution in accordance with the acceptable delivery methods for providing notice set forth in this Agreement and filing the same documents with the U.S. Patent and Trademark Office in a timely manner.

5. Successors, Assigns and Licenses Assignee shall not grant licenses or otherwise transfer any rights in the Marks to FNB-PA, its current or former employees, officers, agents, affiliates, sureties, successors and assigns (including by operation of law or pursuant to any other action such as a merger, stock purchase, asset purchase or other change in control of Assignee), or any entity owned, controlled or employing any of the same, without the prior authorized written consent of Assignor, which may be given or withheld in Assignor's sole discretion. Any attempt by Assignee to grant licenses or otherwise transfer any rights hereunder to FNB-PA, its current or former employees, officers, agents, affiliates, sureties, successors and assigns (including by operation of law or pursuant to any other action such as a merger, stock purchase, asset purchase or other change in control of Assignee), or any entity owned, controlled or employing any of the same, shall be void *ab initio*. Notwithstanding, either party may assign

or license the Marks for use within its Territory and without the consent of the other party. All the provisions hereof shall bind and inure to the benefit of the parties hereto and their successors, assigns and licensees.

6. Indemnifications Each party ("Indemnitor") shall, at its own expense, defend, indemnify and hold harmless the other party ("Indemnitee"), and Indemnitee's directors, officers, employees, representatives and agents, agents, against claims involving the Indemnitor's use of either Mark. The Indemnitee party may participate in the defense of any claim or action in which it is a party, at its own expense and through its own counsel.

7. Third Party Infringement Each party shall promptly notify the other party in writing of any actual or threatened infringements or violations with respect to the Marks and shall inform the other party of any claim of any infringement or a possible infringement thereof, or of any imitation or passing off, or of any other unauthorized use of the Marks, or of any third party claims relating to the Marks of which the party becomes aware:

A. Assignor may, after prompt and reasonable investigation, institute legal proceedings at its own expense against any third party believed to be engaged in such activities if such activities, in Assignor's judgment, could cause substantial dilution of or harm to the Marks. Assignee shall provide any information and assistance requested by Assignor, shall join as a party in such action at the request of Assignor and at Assignor's reasonable expense (excluding Assignee's employee's time) up to the amount of any recovery in such action, and shall, at Assignor's request, assign all of its rights against a third-party pertaining to the Marks to Assignor and allow Assignor to bring suit in Assignee's name. Assignor shall be entitled to all settlement amounts, damages or other monetary relief, and costs and attorney's fees recovered in any such action and Assignor shall have full discretion in determining whether to settle and the terms and conditions of any such settlement. Assignee shall cooperate fully in the enforcement of rights in any infringement action or in the defense of any infringement or other action respecting the Marks or this Trademark License.

B. In the event that Assignor does not choose to prosecute any third party that Assignee believes is infringing on the Marks outside of the Assigned Territory, Assignee may sue in its own name to enforce its rights in the Marks against such third party (an "Assignee Suit"). Assignee must give prompt notice to Assignor upon the initiation of any Assignee Suit, shall continue to keep Assignor reasonably apprised as to the progress of any Assignee Suit and allow Assignor to participate in decisions affecting the course of the Assignee Suit. Assignee shall be entitled to all settlement amounts, damages or other monetary relief, and costs and attorney's fees recovered in any Assignee Suit, and Assignee shall have full discretion in determining whether to settle such action and the terms and conditions of any such settlement.

C. In the event that Assignor does not choose to prosecute any third party that Assignee believes is infringing on the Marks inside of the Assigned Territory, Assignee shall, after making reasonable attempts to dissuade any infringing party from using the Marks, bring a suit in its own name and the name of Assignor (who shall assign all of its rights in such claim to Assignee) to enforce the rights of both Assignee and Assignor in the Marks against such third party. Except as otherwise set forth in this Section 7(C), the terms set forth in Section 7(B)

above shall apply to any such suit brought by Assignee for infringements inside of the Assigned Territory.

8 Notices. All notices, consents, waivers, and other communications under this Trademark Assignment must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by certified mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties):

Assignor: Fifth Third Financial Corporation  
38 Fountain Square Plaza  
MD 10AT76  
Cincinnati, OH 45263  
Attention: General Counsel  
Facsimile No.: (513) 534 6757

Assignee: Bouchard Insurance, Inc.  
101 Starcrest Drive  
Clearwater, FL 33765  
Attention: Timothy Bouchard  
Facsimile No.: (727) 449 - 1267

9. Miscellaneous

9.1 Waiver Modification No change or modification of this Trademark Assignment shall be valid or binding on the parties hereto, nor shall 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 shall be in writing and signed by the parties hereto

9.2 Severability In the event any provision or portion of this Trademark Assignment shall be declared invalid by any court of competent jurisdiction, said declaration shall have no effect upon the remaining provisions of this Trademark Assignment, all of which shall remain in full force and effect and shall constitute the complete understanding of the parties.

9.3 Further Assurances The parties agree (i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Trademark Assignment and the documents referred to in this Trademark Assignment.

9.4 Applicable Law The validity and effect of this Trademark Assignment shall

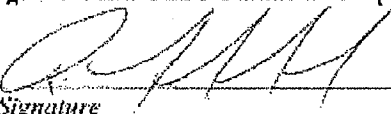
be governed by, construed and enforced in accordance with the laws of the State of Florida.

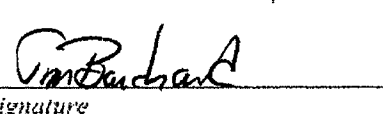
- 9.5 Counterparts This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed the same instrument.
- 9.6 Incorporation of Exhibits Exhibit A and Exhibit B attached are expressly made part of this Agreement, are incorporated by reference and shall be given the same force and effect as if said Exhibits were included within the body of this Trademark Assignments.
- 9.7 Entire Agreement; Amendment This Trademark Assignment supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with its attached schedule and the documents referred to in this Trademark Assignment) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Trademark Assignment may not be amended except by a written agreement executed by the party to be charged with the amendment.
- 9.8 Singulars and Plurals Where required to conform to common English usage and to permit a consistent, reasonable construction of this Trademark Assignment, words appearing in the singular shall be deemed to be in the plural, words in the plural shall be deemed to be in the singular, and subjects and verbs shall be deemed to agree with each other in the proper sense.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the Effective Date. The persons signing below warrant their authority to sign the Trademark Assignment on behalf of Assignor and Assignee, respectively.

Assignor: Fifth Third Financial Corporation

Assignee: Bouchard Insurance, Inc.

By:   
Signature  
R. MARK GRAF  
Printed Name  
CFO  
Title  
4-12-06  
Date

By:   
Signature  
Tim Bouchard  
Printed Name  
Coo  
Title  
4-13-06  
Date



**EXHIBIT A**

Int. Cl.: 36

Prior U.S. Cls.: 100, 101, and 102

United States Patent and Trademark Office

Reg. No. 2,726,003

Registered June 10, 2003

**SERVICE MARK  
PRINCIPAL REGISTER**



F.N.B. CORPORATION (FLORIDA CORPORATION)  
HERMITAGE SQUARE, ONE F.N.B. BOULEVARD  
HERMITAGE, PA 16148

FOR: BANKING SERVICES; DEPOSITORY SERVICES, NAMELY CHECKING ACCOUNT SERVICES, SAVINGS ACCOUNT SERVICES, CERTIFICATE OF DEPOSIT ACCOUNT SERVICES AND MONEY MARKET ACCOUNT SERVICES; FINANCIAL SERVICES IN THE NATURE OF AN INVESTMENT SECURITY; FINANCIAL INFORMATION IN THE NATURE OF RATES OF EXCHANGE, FINANCIAL EXCHANGE, FINANCIAL FORECASTING AND FINANCIAL GUARANTEE AND SURETY; FINANCIAL INFORMATION PROVIDED BY ELECTRONIC MEANS; FINANCIAL MANAGEMENT; FINANCIAL PLANNING; FINANCIAL PORTFOLIO MANAGEMENT; FINANCIAL RESEARCH; FINANCIAL VALUATION OF PERSONAL PROPERTY AND REAL ESTATE; LOAN FINANCING; LEASE-PURCHASE FINANCING; FINANCING SERVICES; FINANCIAL PORTFOLIO MANAGEMENT; AND INVESTMENT SERVICES, NAMELY INVESTMENT BROKERAGE; CAPITAL INVESTMENT CONSULTATION; COMMODITY INVESTMENT ADVICE; FUND INVESTMENT CONSULTATION; INVESTMENT CONSULTATION; FINANCIAL INVESTMENT IN THE FIELD OF SECURITIES; FUNDS INVESTMENT; MUTUAL FUNDS INVESTMENT; REAL ESTATE INVESTMENT; COMMODITY INVESTMENT ADVICE; INVESTMENT ADVICE; INVESTMENT BROKERAGE;

INVESTMENT CLUBS; CAPITAL INVESTMENT CONSULTATION; INVESTMENT MANAGEMENT; MAINTAINING ESCROW ACCOUNTS FOR INVESTMENTS; INVESTMENT OF FUNDS FOR OTHERS; INSURANCE SERVICES, NAMELY INSURANCE UNDERWRITING, BROKERAGE AND EXTENDED WARRANTY CONTRACTS IN THE FIELDS OF LIFE, HEALTH, ACCIDENT, FIRE, MARINE, MEDICAL AND PRE-PAID HEALTH CARE AND LEGAL SERVICES; INSURANCE ADMINISTRATION IN THE FIELD OF LIFE, HEALTH, ACCIDENT, FIRE, MARINE, MEDICAL AND PRE-PAID HEALTH CARE AND LEGAL SERVICES; INSURANCE AGENCIES IN THE FIELDS OF LIFE, HEALTH, ACCIDENT, FIRE, MARINE, MEDICAL AND PRE-PAID HEALTH CARE AND LEGAL SERVICES; APPRAISALS FOR INSURANCE CLAIMS OF PERSONAL PROPERTY AND REAL ESTATE; INSURANCE BROKERAGE, CONSULTATION, SUBROGATION AND ACTUARIAL SERVICES IN THE FIELDS OF LIFE, HEALTH, ACCIDENT, FIRE, MARINE, MEDICAL AND PRE-PAID HEALTH CARE AND LEGAL SERVICES; AND INFORMATION SERVICES FOR ALL OF THE FOREGOING PROVIDED VIA A GLOBAL COMPUTER NETWORK, IN CLASS 36 (U.S. CLS 100, 101 AND 102)

FIRST USE 1-18-2002; IN COMMERCE 1-18-2002

SN 78-099,433, FILED 12-20-2001

MARY CRAWFORD, EXAMINING ATTORNEY

**EXHIBIT B**

St. Regis First National Bankshares of Florida Insurance Sale 5-2012 - Boucher Assign - Execution Copy.DOC

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2006-04-17 14:24:55 ET

Serial Number: 78124720

Registration Number: (NOT AVAILABLE)

Mark (words only): RELATIONSHIPS BUILT ON TRUST

Standard Character claim: No

Current Status: An opposition is now pending at the Trademark Trial and Appeal Board.

Date of Status: 2003-10-21

Filing Date: 2002-04-29

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 110

Attorney Assigned:  
MIZELLE HOWARD DEZMONA JULYE Employee Location

Current Location: 657 -Pre-Publication Final Review

Date In Location: 2004-09-15

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**LAST APPLICANT(S)/OWNER(S) OF RECORD**

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1. F.N.B. Corporation

**Address:**

F N B. Corporation  
Hermitage Square, One F N.B. Boulevard  
Hermitage, PA 16148  
United States

**Legal Entity Type:** Corporation

**State or Country of Incorporation:** Florida

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**GOODS AND/OR SERVICES**

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**International Class:** 036

banking services; depository services, namely checking account services, savings account services,

certificate of deposit account services and money market account services; financial services in the nature of an investment security; financial analysis and consultation; financial clearing houses; financial information in the nature of rates of exchange, financial exchange, financial forecasting and financial guarantee and surety; financial information provided by electronic means; financial management; financial planning; financial portfolio management; financial research; financial valuation of personal property and real estate; loan financing; lease-purchase financing; financing services; financial portfolio management; investment services, namely investment brokerage, capital investment consultation, commodity investment advice, fund investment consultation and investment consultation; financial investment in the field of securities; funds investment; mutual funds investment; real estate investment; commodity investment advice; investment advice; investment brokerage; investment clubs; capital investment consultation; investment management; maintaining escrow accounts for investments; investment of funds for others; insurance services, namely insurance underwriting and extended warranty contracts in the fields of life, health, accident, fire, marine, medical and pre-paid health care and legal services; insurance administration in the field of life, health, accident, fire, marine, medical and pre-paid health care and legal services; insurance agencies in the fields of life, health, accident, fire, marine, medical and pre-paid health care and legal services; appraisals for insurance claims of personal property and real estate; insurance brokerage, consultation, subrogation and actuarial services in the fields of life, health, accident, fire, marine, medical and pre-paid health care and legal services; investment and financial investment in the field of real estate and securities; automated teller machine services; on-line banking services; and information services for all of the foregoing provided via a global computer network

**First Use Date:** 2002-04-22

**First Use in Commerce Date:** 2002-04-22

**Basis:** 1(a)

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#### ADDITIONAL INFORMATION

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(NOT AVAILABLE)

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#### MADRID PROTOCOL INFORMATION

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(NOT AVAILABLE)

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#### PROSECUTION HISTORY

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2004-09-10 - Case File in TICSRS

2004-04-22 - TEAS Change of Correspondence Received

2003-10-21 - Opposition instituted for Proceeding

2002-12-31 - Extension Of Time To Oppose Received

2002-11-19 - Published for opposition

2002-10-30 - Notice of publication

2002-09-23 - Approved for Pub - Principal Register (Initial exam)

**EXHIBIT C**

JUL 18 2005 4:01PM

941-18-45 04:37PM From: FNB-EXECUTIVE OFFICE

+2394357658

NO. 829 P. 3  
T-788 P. 02/06 F-200

## TRADEMARK ASSIGNMENT AND JOINT OWNERSHIP AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January, 2004, by and between F.N.B. Corporation, a Florida corporation with an office and principal place of business at One F.N.B. Boulevard, Hermitage, Pennsylvania 16148 (hereinafter referred to as "Assignor"), and First National Bankshares of Florida, Inc., a Florida corporation with its office and principal place of business at 2150 Goodlette Road North, Naples, Florida 34102 (hereinafter referred to as "Assignee") (collectively referred to as "the parties").

### WITNESSETH:

WHEREAS, Assignor owns the United States trademark registration for the trademarks set forth in the attached Exhibit A and Exhibit B and the goodwill of its business associated therewith (each such trademark and its respective goodwill are hereinafter referred to collectively as a "Mark," and both trademarks and related goodwill are hereinafter collectively referred to as the "Marks");

WHEREAS, in connection with the transactions contemplated by the Distribution Agreement dated as of the date hereof between Assignor and Assignee (the "Distribution Agreement"), Assignor desires to assign to Assignee and Assignee desires to obtain from Assignor a fifty-percent (50%) interest in each of the Marks to use each of the Marks throughout its assigned territory set forth herein;

NOW, THEREFORE, for and in consideration of the promises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby assign unto Assignee fifty-percent (50%) of all the right, title and interest in and to each of the Marks and its respective federal registration, together with the good will of the business symbolized by each such mark, effective as of the date above. The assignment will result in the parties being joint owners of the Marks and the good will of the business associated therewith. The assignment is one of the Corporate Transactions (as defined in the Distribution Agreement) contemplated by the Distribution Agreement.

2. Territories. In conjunction with the assignment of a fifty-percent (50%) interest in each of the Marks, Assignor and Assignee agree that each party shall have the exclusive and sole right to use each of the Marks in its designated Territory, as set forth below; provided, however, that Assignor and Assignee may use the Marks on their Internet web sites in conjunction with conducting their businesses in their respective designated Territories.

2.1 Assignee's Territory. Initially, Assignee shall have the exclusive and sole right to use each of the Marks in the State of Florida. Assignee may, at any time, also use either of the Marks in any State that is not included at such time in the Assignor Territory with respect to such Mark, and from and after such use Assignee shall have the exclusive and sole right to use such Mark in such State. The term "Assignee Territory," as used herein with respect to a Mark shall mean, at any given time, those States as to which Assignee has the exclusive and sole right to use such Mark pursuant to this Section 2.1.

2.2 Assignor's Territory. Initially, Assignor shall have the exclusive and sole right to use each of the Marks in the States of Pennsylvania, Ohio and Tennessee. Assignor may, at any time, also use either Mark in any State that is not included at such time in the Assignee Territory with respect to such Mark, and from and after such use Assignor shall have the exclusive and sole right to use such Mark in such State. The term "Assignor Territory," as used herein with respect to a Mark shall mean, at any

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given time, those States as to which Assignor has the exclusive and sole right to use such Mark pursuant to this Section 2.1.

3. Renewal of Registration for the Mark. Assignor, or any future parties who acquire Assignor's rights in either Mark, shall take all reasonable steps at its own expense to keep the registration for such Mark in full force and effect at all times, including, but not limited to, preparing those documents necessary to renew the registration for such Mark, forwarding the same to Assignor, or any party to whom Assignor advises Assignor it has assigned its rights in such Mark, for its approval and execution in accordance with the acceptable delivery methods for providing notice set forth in this Agreement and filing the same documents with the U.S. Patent and Trademark Office in a timely manner.

4. Successors, Assigns and Licensees. Either party may assign or license either Mark for use within its Territory without the consent of the other party. All the provisions hereof shall bind and inure to the benefit of the parties hereto and their successors, assigns and licensees.

5. Indemnification. Each party ("Indemnitor") shall, at its own expense, defend, indemnify and hold harmless the other party ("Indemnitee"), and Indemnitee's directors, officers, employees, representatives and agents, against claims involving the Indemnitor's use of either Mark. The Indemnitee party may participate in the defense of any claim or action in which it is a party, at its own expense and through its own counsel.

6. Third Party Infringement. Each of the parties shall notify the other party of any violations of either party's right, title and interest in either Mark of which it has notice. Upon receipt of notice that a third party is infringing the right, title and interest of the Assignor or Assignee in and to either Mark, the party which has within its Territory the location of the principal place of business of the infringer shall be solely responsible for taking those actions necessary to terminate such violation (the "Responsible Party"). The Responsible Party shall prosecute and defend at its own expense all suits or proceedings before governmental agencies and the courts which involve in any way validity of, title to, or infringement of either Mark. Each of the parties also agrees not to commit, permit or suffer any immoral or illegal act which would bring either Mark in disrepute in the eyes of the general public.

7. Notices. All communications hereunder shall be in writing and shall deemed to have been duly given and delivered if mailed, certified mail, postage prepaid:

To Licensor:

F.N.B. Corporation  
Attention: Chief Executive Officer  
One F.N.B. Boulevard  
Hermitage, Pennsylvania 16148  
Telephone: (724) 981-6000

To Licensee:

First National Bankshares of Florida, Inc.  
Attention: Chief Executive Officer  
2150 Goodlett Road North  
Naples, Florida 34102  
Telephone: (239) 262-7600



8. Miscellaneous.

8.1 Waiver/Modification. No change or modification of this Agreement shall be valid or binding on the parties hereto, nor shall 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 shall be in writing and signed by the parties hereto.

8.2 Severability. In the event any provision or portion of this Agreement shall be declared invalid by any court of competent jurisdiction, said declaration shall have no effect upon the remaining provisions of this Agreement, all of which shall remain in full force and effect and shall constitute the complete understanding of the parties.

8.3 Applicable Law. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Pennsylvania.

8.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

8.5 Incorporation of Exhibit. Exhibit A attached is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of the Agreement.

8.6 Singulars and Plurals. Where required to conform to common English usage and to permit a consistent, reasonable construction of this Agreement, words appearing in the singular shall be deemed to be in the plural, words in the plural shall be deemed to be in the singular, and subjects and verbs shall be deemed to agree with each other in the proper sense.

IN WITNESS WHEREOF, Assignor and Assignee caused this Agreement to be executed and their corporate seals affixed by their duly authorized corporate officers, all as of the day and year first above written.

F.N.B. Corporation

By: Stephen J. Gurgovits  
Stephen J. Gurgovits  
Vice Chairman

First National Bankshares of Florida, Inc.

By: Gary L. Tice  
Gary L. Tice  
Chairman and Chief Executive Officer