

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cornerstone Mortgage Company		12/05/2006	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First National Bank of Omaha		
<b>Street Address:</b>	1620 Dodge Street		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68102		
<b>Entity Type:</b>	national banking association:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2213863	CORNERSTONE MORTGAGE COMPANY	
<b>Serial Number:</b>	78590341	BUILDER X EXCLUSIVE	
<b>Serial Number:</b>	78324553	CORNERSTONE HOME LENDING	
<b>Serial Number:</b>	78841657	CORNERSTONE PHYSICIAN'S HOME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(402)346-1148		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	402-346-6000		
<b>Email:</b>	pamela.flint@kutakrock.com		
<b>Correspondent Name:</b>	Pamela Flint, Paralegal		
<b>Address Line 1:</b>	1650 Farnam Street		
<b>Address Line 4:</b>	Omaha, NEBRASKA 68102		
<b>ATTORNEY DOCKET NUMBER:</b>	FNBO CORNERSTONE		
<b>NAME OF SUBMITTER:</b>	Pamela S. Flint, Paralegal		

OP \$115.00 2213863

Signature:

/Pamela S. Flint/

Date:

12/06/2006

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made the 26<sup>th</sup> day of October 2006, between First National Bank of Omaha, a national banking association, ("the Assignor"), and between Cornerstone Mortgage Company, a corporation organized under the laws of the State of Texas, ("the Assignee").

WHEREAS, the Assignor has adopted and used in the United States the trademarks listed on Schedule A hereto (the "Trademarks") and is the owner of the registration(s) thereof shown in the said Schedule A; and

WHEREAS, the Assignee wishes to acquire all of Assignor's rights in and to the Trademarks and any registrations thereof and the goodwill associated with such Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. ASSIGNMENT

Assignor hereby assigns, transfers and conveys to the Assignee all rights, title and interests in and to the Trademarks and registrations thereof, together with the goodwill of the business which is symbolized by the Trademarks, and with the right to recover for damages and profits and all other remedies for past infringement thereof.

The Assignor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be reasonably necessary to evidence or effectuate the foregoing.

### 2. CONSIDERATION

- a) Consideration from Assignee is included as part of the sum set forth in that certain Equity Purchase Agreement between Assignor and Marc N. Laird, dated as of September 14, 2006 (the "Equity Purchase Agreement").
- b) Assignor acknowledges and agrees that payment of the sum set forth in the Equity Purchase Agreement Assignee shall constitute the full and complete consideration due to Assignor hereunder, and no other payments shall be due or recoverable by Assignor related to this Agreement.

### 3. GENERAL PROVISIONS

- a) The parties agree that this Agreement shall be governed by the substantive laws of the State of Nebraska, without regard to any such laws or regulations that may direct the application of the law of any other jurisdiction.
- b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous representations, understandings or other communications, either verbal or written, between the parties concerning such subject matter, except for the Equity Purchase Agreement.
- c) Neither party shall be liable for its failure to perform or delay in performing its obligations hereunder due to any event beyond its reasonable control, including without limitation, acts of God, fire, flood or other natural disaster, war, insurrections, labor disputes or shortages, governmental laws, ordinances, rules, regulations (whether valid or invalid), or other similar events.

- d) The headings used in this Agreement have been inserted for convenience only and shall not affect or be deemed to control its construction or interpretation.
- e) This Agreement is freely assignable and transferable by Assignee without any further compensation due or owing to Assignor or any other person or entity, except as otherwise provided in the Equity Purchase Agreement.

Signed sealed and delivered before me  
 this 25 day of October, 2006:

CORNERSTONE MORTGAGE COMPANY

By: *Marc Laird*  
 Name: Marc Laird  
 Title: President

STATE OF Texas )  
 )  
 COUNTY OF HARRIS )

Before me, a Notary Public within and for said County and State, personally appeared the above named Cornerstone Mortgage Company, by MARC LAIRD, its President, who acknowledges that he or she did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of such officer.

Bertha H. Casas  
 Notary Public  
 BERTHA H. CASAS  
 Notary Public, State of Texas  
 My Commission Expires  
 October 03, 2009

Signed sealed and delivered before me  
 this \_\_\_ day of \_\_\_\_\_, 2006:

FIRST NATIONAL BANK OF OMAHA

By: \_\_\_\_\_  
 Name:  
 Title:

STATE OF \_\_\_\_\_ )  
 )  
 COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public within and for said County and State, personally appeared the above named First National Bank of Omaha, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledges that he or she did sign the foregoing instrument and that the same is the free act and deed of said \_\_\_\_\_, and the free act and deed of such officer.

\_\_\_\_\_  
 Notary Public

- d) The headings used in this Agreement have been inserted for convenience only and shall not affect or be deemed to control its construction or interpretation.
- e) This Agreement is freely assignable and transferable by Assignee without any further compensation due or owing to Assignor or any other person or entity, except as otherwise provided in the Equity Purchase Agreement.

Signed sealed and delivered before me  
 this \_\_\_\_ day of \_\_\_\_\_, 2006:

CORNERSTONE MORTGAGE COMPANY

By: \_\_\_\_\_  
 Name:  
 Title:

STATE OF \_\_\_\_\_ )  
 )  
 COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public within and for said County and State, personally appeared the above named Cornerstone Mortgage Company, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledges that he or she did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of such officer.

\_\_\_\_\_  
 Notary Public

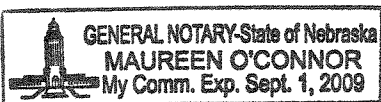
Signed sealed and delivered before me  
 this 24th day of October, 2006:

FIRST NATIONAL BANK OF OMAHA

By: Jerry D. Craft  
 Name: JERRY D. CRAFT  
 Title: SVP

STATE OF NEBRASKA )  
 )  
 COUNTY OF DOUGLAS )

Before me, a Notary Public within and for said County and State, personally appeared the above named First National Bank of Omaha, by JERRY D. CRAFT its SENIOR VICE PRESIDENT, who acknowledges that he or she did sign the foregoing instrument and that the same is the free act and deed of said bank, and the free act and deed of such officer.



Maureen O'Connor  
 Notary Public

**SCHEDULE A**

**Federal Trademarks:**

Mark	Class	Registration Number/ Application Number	Registration Date
CORNERSTONE MORTGAGE COMPANY	36	No. 2,213,863	December 29, 1998
BUILDER X EXCLUSIVE		App. No. 78,590,341	
CORNERSTONE HOME LENDING		App. No. 78,324,553	
CORNERSTONE PHYSICIAN'S HOME		App. No. 78,841,657	

**State Trademarks:**

Mark	State	Class	Reg. Number	Reg. Date
CORNERSTONE HOME LENDING	Arizona	37	48046	11/05/2003
	Georgia	3	S-20596	06/02/2003
	North Carolina	102	T-17552	08/21/2003
	Texas		800272064	01/16/2004
CORNERSTONE MORTGAGE PARTNERS	Arizona	37	50333	02/17/2006
	Florida	36	T06000000485	04/18/2006
	Wisconsin			04/22/2006
CORNERSTONE MORTGAGE	Arizona	Trade name	162812	08/20/1996