

TRADEMARK / SERVICE MARK ASSIGNMENT

This TRADEMARK / SERVICE MARK ASSIGNMENT (this "Assignment") is made as of March 31, 2006, by SUNTRUST BANKS, INC., a corporation organized under the laws of the State of Georgia, with a principal address of 200 S. Orange Avenue, Mail Code 1093, Orlando, Florida 32801 ("Assignor"), in favor of FIRST MARKET BANK, FSB, a federal savings bank, with a principal address of 111 Virginia Avenue, Suite 200, Richmond, Virginia 23219 ("Assignee").

Assignor desires to transfer to Assignee all of Assignor's right, title, and interest in the trade names, trademarks and service marks set forth in Schedule 1 attached hereto and incorporated by reference herein (collectively, the "Marks"), together with the goodwill associated with the Marks. Assignee desires to acquire Assignor's right, title, and interest in the Marks.

NOW, THEREFORE, for good and valuable consideration offered by Assignee to Assignor in connection with the Stock Purchase Agreement executed by the parties as of September 19, 2005 (the "Purchase Agreement"), the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby conveys, assigns, sells, and transfers to Assignee and its successors and assigns Assignor's entire right, title, and interest in and to the Marks, together with the goodwill associated with the Marks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Without limitation of the foregoing, the rights hereby assigned to Assignee include the state and federal registrations associated with the Marks. The rights assigned hereunder also specifically include the right to sue for any and all past infringements of the Marks, and to receive any and all damages awarded as a result of any such claim.

2. Except as provided in Section 3.8 of the Purchase Agreement, (i) the Marks are being transferred "as is", and (ii) Assignor makes no representations or warranties with respect to the Marks of any kind or nature whatsoever.

3. Assignor agrees to execute any other documents or to provide any further materials or documentation in its possession that are necessary in order to fulfill the provisions of or the purpose of this Assignment.

4. This Assignment is binding upon the parties and their respective successors, assigns, trustees, and representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the date first written above.

SUNTRUST BANKS, INC.

By: 
Name: Richard G. Blumberg
Title: Senior Vice President

**SCHEDULE 1
MARKS**

The "First Market", "First Market Bank" and "First Market Investments" trade names, trademarks and service marks and any related designs, including the registered marks and designs listed below.

| <u>Service Mark</u> | <u>Federal Registration Number</u> |
|-----------------------------------|---|
| First Market Bank & Design | 2235371 |
| First Market Bank & Design | 2150123 |
| First Market Bank | 2139747 |
| First Market Bank & Design | 2131384 |
| First Market | 2272819 |
| First Market Investments & Design | Virginia state registration / File No. 4062 |