From PTC -1594 (Rev. 07/05)

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

To the Director of the U. S. Palent and Trademark Office: Please record the attached documents or the new address(es) below.	
Intrividual(s)	General Partnership Citizenship  I mited Partnership Citizenship  Corporation Citizenship US  Other Fod Chart, Bank Citizenship USA  If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes Z No (Designations must be a separate document from assignment)
4. App ication number(s) or registration number(s) an A. Tracemark Application No.(s)	d identification or description of the Trademark.  B. Trademark Registration No.(s) 2235371  Additional sheet(s) attached? Yes Y No
C. Iden ification or Description of Tradomark(s) (and Filing First Ma ket Bank & Design	) Date if Application or Registration Number is unknown):
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Villiam R. Poynter	6. Total number of applications and registrations involved:
Interna Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00
Street Address: 222 Central Park Avenue, Suite 1700	Authorized to be charged by credit card  Authorized to be charged to deposit account  Enclosed
Crty: ⊻u jinja Beach	8. Payment Information:
State:\(\sigmia \ \Zip:\(\frac{23462}{23462}\)	a. Credit Gard Last 4 Numbers Expiration Date
Phone Number: <u>757-499-8800</u>	b. Deposit Account Number 50-0766
Fax Number: <u>757-473-0395</u>	Authorized User Name
Email /.ddress: wpoynter@williamsnuther.com	
9. Signature: / MMauline	August 7, 2007 Date
William R. Poynter Name of Person Signing	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1458, Alexandria, VA 22313-1459

TRADEMARK REEL: 003596 FRAME: 0411

## 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, Flor da 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 Assigner 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, licer sees, 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 Assignor 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 pass 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.
- 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>	Federal Registration Number
First Market Bank & Design	2235371
First Market Bank & Design	2159123
First Market Bank	2139747
First Market Bank& Design	2131384
First Market	2272819
First Market Investments & Design	Virginia state registration / File No. 4062

TRADEMARK REEL: 003596 FRAME: 0413

**RECORDED: 08/07/2007**