

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	11/19/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TD BankNorth, N.A.	FORMERLY Successor by merger of Hudson United Bank	11/19/2007	CORPORATION: MAINE

RECEIVING PARTY DATA

Name:	Palm Harbor Financial Holdings, Inc.
Street Address:	3204 Alternate 19
City:	Palm Harbor
State/Country:	FLORIDA
Postal Code:	34683
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1380725	JEFFERSON BANK
Registration Number:	1380724	JEFFERSON BANK

CORRESPONDENCE DATA

Fax Number: (850)878-1230
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 850-878-2411
 Email: mlr@idlaw.biz
 Correspondent Name: Melanie Rowe - Iglar & Dougherty PA
 Address Line 1: 2457 Care Drive
 Address Line 4: Tallahassee, FLORIDA 32308

NAME OF SUBMITTER:	Melanie Rowe - Attorney
Signature:	/Melanie Rowe/

OP \$65.00 1380725

Date:

11/27/2007

Total Attachments: 2

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ASSIGNMENT OF SERVICE MARK AGREEMENT

This Assignment of Service Mark Agreement ("Agreement") is between Palm Harbor Financial Holdings, Inc. (hereinafter "Palm Harbor") and TD Banknorth, N.A. (hereinafter "TD"), successor by merger to Hudson United Bank, (hereinafter "Hudson"), successor by merger to Jefferson Bank.

WHEREAS, TD, as successor to Hudson by merger, is the owner of Reg. Nos. 1380725 and 1380724 for the respective service marks: "Jefferson Bank," and "Jefferson Bank," for use in connection with: "Banking Services" (hereinafter the "Jefferson Service Marks").

WHEREAS, on July 5, 2007, Palm Harbor filed service mark applications Serial Nos. 77222492 and 77222284 for registration of two marks "Jefferson Bank," for use in connection with "Banking; Banking consultation; Investment banking services; Issuance of bank checks; Issuing of bank cheques; Mortgage banking; Mortgage banking services, namely, origination, acquisition, servicing, securitization and brokerage of mortgage loans; Mortgage services, namely, buyer pre-qualification of mortgages for mortgage brokers and banks; On-line banking services; Providing bank account information by telephone; Savings bank services."

WHEREAS, TD desires to assign to Palm Harbor the Jefferson Service Marks and Palm Harbor wishes to accept such assignment and assume ownership of the Jefferson Service Marks on the terms and conditions set forth herein.

NOW THEREFORE, the parties agree as follows:

1. TD hereby assigns to Palm Harbor all of TD's right, title and interest in and to the Jefferson Service Marks, without any warranties, express or implied, to the Jefferson Service Marks.
2. Palm Harbor hereby accepts TD's assignment of all of its right, title and interest in and to the Jefferson Service Marks and Palm Harbor hereby assumes ownership of the Jefferson Service Marks and disclaims any warranties, express or implied, of TD.
3. The assignments contemplated by Sections 1 and 2 are subject to any licenses held by First Bank & Trust of Dallas.
4. As consideration for the assignment to Palm Harbor of the Jefferson Service Marks, Palm Harbor shall pay to TD the sum of \$1,000, which shall be paid concurrently with the execution of this Agreement.
5. TD agrees to execute and perform such other documents and acts as Palm Harbor may reasonably request in order to give full force and effect to the true meaning and intent of the assignments described in this Agreement, including but not limited to executing such documents as may be necessary or desirable to register, record, perfect or file the assignment of the Jefferson Service Marks with public offices and governmental authorities, such as the United States Patent and Trademark Office. Should any such actions be requested of TD, Palm Harbor agrees to bear the reasonable costs of such cooperation.

6. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements or understandings relating thereto. This Agreement may not be modified except in writing signed by both parties.

7. This Agreement shall enure to the benefit of, and be binding upon, the heirs, executors, successors and assigns of both TD and Palm Harbor.

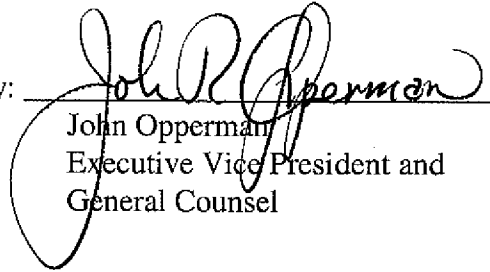
PALM HARBOR FINANCIAL HOLDINGS, INC.

By: 

Robert B. McGivney
Chief Executive Officer

Date: 11/19, 2007

TD BANKNORTH, N.A..
as successor by merger to Hudson United Bank

By: 

John Opperman
Executive Vice President and
General Counsel

Date: 11/14, 2007