

**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:	11/28/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Palm Harbor Financial Holdings, Inc.		11/28/2007	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

Name:	Jefferson Bank of Florida
Street Address:	3711 Tampa Road
City:	Oldsmar
State/Country:	FLORIDA
Postal Code:	34677
Entity Type:	CORPORATION: FLORIDA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2275066	JEFFERSON BANK. THE SMART CHOICE.
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
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Signature:

/Melanie Rowe/

Date:

12/14/2007

Total Attachments: 1

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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 Jefferson Bank of Florida ("Jefferson").

**WHEREAS**, Palm Harbor is the owner of Reg. Nos. 2275066, 1380725 and 1380724 for the service marks: "Jefferson Bank. The Smart Choice," "Jefferson Bank," and "Jefferson Bank," for use in connection with: "Banking Services" (the "Jefferson Service Marks").

**WHEREAS**, Palm Harbor desires to assign to Jefferson the Jefferson Service Marks and Jefferson 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. Palm Harbor hereby assigns to Jefferson all of Palm Harbor's right, title and interest in and to the Jefferson Service Marks, without any warranties, express or implied, to the Jefferson Service Marks.

2. Jefferson hereby accepts Palm Harbor's assignment of all of its right, title and interest in and to the Jefferson Service Marks and Jefferson hereby assumes ownership of the Jefferson Service Marks and disclaims any warranties, express or implied, of Palm Harbor.

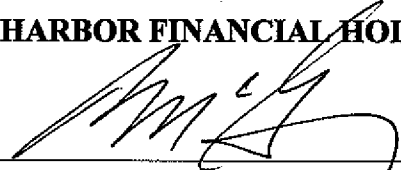
3. The assignments contemplated by Sections 1 and 2 are subject to any licenses held by First Bank & Trust of Dallas.

4. Palm Harbor agrees to execute and perform such other documents and acts as Jefferson 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 Palm Harbor, Jefferson agrees to bear the reasonable costs of such cooperation.

5. 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.

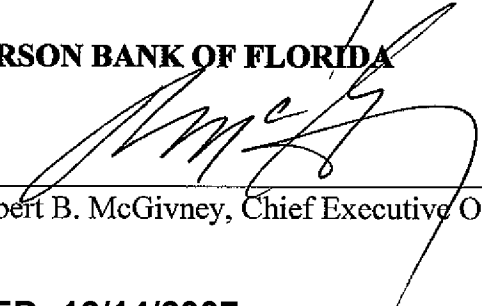
6. This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, successors and assigns of both Jefferson and Palm Harbor.

**PALM HARBOR FINANCIAL HOLDINGS, INC.**

By:   
Robert B. McGivney, Chief Executive Officer

Date: November 28, 2007

**JEFFERSON BANK OF FLORIDA**

By:   
Robert B. McGivney, Chief Executive Officer

Date: November 28, 2007

**TRADEMARK**