

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Palm Harbor Financial Holdings, Inc.		02/25/2008	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferson Bank		
<b>Street Address:</b>	3711 Tampa Road		
<b>City:</b>	Oldsmar		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34677		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77367184	JEFFERSON BANC	
<b>Serial Number:</b>	77222284	JEFFERSON BANK	
<b>Serial Number:</b>	77222492	JEFFERSON BANK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(850)878-1230		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8508782411		
<b>Email:</b>	trw@idlaw.biz		
<b>Correspondent Name:</b>	Travis R Walker		
<b>Address Line 1:</b>	2457 Care Drive		
<b>Address Line 4:</b>	Tallahassee, FLORIDA 32308		
<b>NAME OF SUBMITTER:</b>	Travis R Walker		
<b>Signature:</b>	/Travis R Walker/		

OP \$90.00 77367184

Date:

02/25/2008

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 Appln. Nos. 77/367,184; 77/222,284; and 77/222,492 for the service marks: "Jefferson Banc," "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. 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.

4. 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.

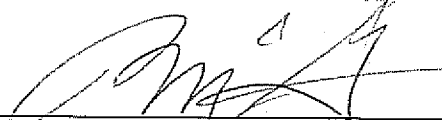
5. This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, successors and assigns of both Jefferson and Palm Harbor.

**PALM HARBOR FINANCIAL HOLDINGS, INC.**

By:   
Robert B. McGivney, Chief Executive Officer

Date: 2-25-2008

**JEFFERSON BANK OF FLORIDA**

By:   
Robert B. McGivney, Chief Executive Officer

Date: 2-25-2008