

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/30/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marshall BankFirst Corp.		02/25/2008	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	The Bancorp Bank
Street Address:	601 Carlson Parkway
Internal Address:	Suite 1050
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55305
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77108323	CHANGING THE WAY AMERICA PAYS
Serial Number:	77108326	CHANGING THE WAY AMERICA PAYS
Serial Number:	77046795	PROSPER
Serial Number:	77045887	PROSPER
Serial Number:	77046800	PROSPER CARD
Serial Number:	77046789	PROSPER CARD

CORRESPONDENCE DATA

Fax Number: (612)604-6825
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612-604-6725
 Email: bwalz@winthrop.com
 Correspondent Name: Bradley J. Walz, Winthrop & Weinstine
 Address Line 1: 225 South Sixth Street

OP \$165.00 77108323

Address Line 2: Suite 3500
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:

Bradley J. Walz

Signature:

/Bradley J. Walz/

Date:

02/26/2008

Total Attachments: 2

source=The Bancorp Bank Trademark Assignment#page1.tif

source=The Bancorp Bank Trademark Assignment#page2.tif

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into on February 25, 2008, between Marshall BankFirst Corp., a Minnesota corporation ("Assignor") and The Bancorp Bank., a Delaware corporation ("Assignee") (collectively the "Parties").

WHEREAS, Assignor is the record owner of all right, title, and interest in and to the trademarks and service marks listed on Schedule A attached hereto (the "Marks"); and

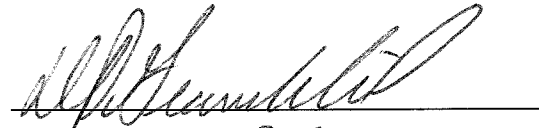
WHEREAS, Assignee desires to acquire all of Assignor's entire right, title, and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee *nunc pro tunc* as of November 30, 2007 all right, title, and interest in and to the Marks and any goodwill related thereto. Assignee is the successor in interest to the business of Assignor's subsidiary bank business in which the Marks will be used, and that the business pertaining to the Marks is ongoing and existing. To the extent this Agreement conflicts with the Sale Agreement dated November 30, 2007 (the "Sale Agreement") as it relates to the rights assigned with respect to the Marks, the Parties agree that the terms of this Agreement will govern. The Parties further agree that this Agreement does not change the representations, warranties, and remedies that are incorporated into and under the Sale Agreement.

IN WITNESS WHEREOF, as of the day and year first above written, Assignor assigns its rights in and to the Marks to Assignee.

ASSIGNOR:

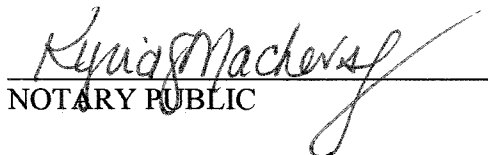
Marshall BankFirst Corp.,
A Minnesota corporation,



By: David P. Graudsiand

Its: President & COO

Subscribed and sworn to before me
this 25 day of February, 2008.


NOTARY PUBLIC



SCHEDULE A

TRADEMARKS AND SERVICE MARKS

Mark	U.S. Application Serial No.	Filing Date
CHANGING THE WAY AMERICA PAYS	77/108,323	February 15, 2007
CHANGING THE WAY AMERICA PAYS	77/108,326	February 15, 2007
PROSPER	77/046,795	November 17, 2006
PROPSEER	77/045,887	November 16, 2006
PROPSEER CARD	77/046,800	November 17, 2006
PROPSEER CARD	77/046,789	November 17, 2006

3675088v1