

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FirsTier Corporation on behalf of Its Wholly-Owned Subsidiary FirsTier Bank		01/04/2001	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Joel H. Wiens		
Street Address:	8001 Arista Place, Suite 500		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1453739	FIRSTIER	
CORRESPONDENCE DATA			
Fax Number:	(703)610-6200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7036106100		
Email:	boxip@hhlaw.com		
Correspondent Name:	Timothy J. Lyden		
Address Line 1:	8300 Greensboro Drive, Suite 1100		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	24046.02		
NAME OF SUBMITTER:	Timothy J. Lyden		
Signature:	/Timothy J. Lyden/		

CH \$40.00 1453739

Date:

03/30/2009

Total Attachments: 6

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TRADENAME ASSIGNMENT

TRADENAME ASSIGNMENT ("Assignment"), dated January 4, 2001 by and between FirstTier Corporation, a Colorado corporation ("FirstTier"), and Joel H. Wiens ("Wiens").

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of August 23, 2000, as amended (the "Merger Agreement"), between Compass Bancshares, Inc. ("Compass") and FirstTier, such parties have agreed to the Merger as defined therein;

WHEREAS, Wiens is desirous of acquiring, subject to the limitations set forth in that certain Agreement dated September 17, 1999 by and among U.S. Bancorp, U.S. Bank National Association and Firststate Bank of Colorado (the "Prior Agreement"), the entire goodwill, right, title and interest in and to the tradename "FirstTier", including all rights, goodwill, title and interest to any pending service mark applications using the "FirstTier" name or any name including the word "FirstTier" (the "Tradename"), subject to certain geographical limitations described herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. FirstTier does hereby sell, assign and transfer unto Wiens or his assigns, the entire goodwill, right, title and interest in and to the Tradename, subject to the limitations set forth herein and in the Prior Agreement. FirstTier agrees to execute and deliver any and all assignment documents and perform any and all reasonable actions necessary to effect the assignment of the Tradename to Wiens as contemplated by this Assignment.
2. FirstTier does hereby sell, assign and transfer unto Wiens all of FirstTier's right, title and interest under the Prior Agreement. Wiens hereby assumes all obligations of FirstTier under the Prior Agreement.
3. Wiens acknowledges and agrees that FirstTier, its affiliates and its successors by merger, shall retain the right to recover for all past infringement, if any, of the Tradename that may have occurred prior to the date hereof.
4. In consideration for this Assignment, Wiens agrees that, for a period of two years following the date hereof, neither he nor his affiliates, assigns or successors, shall have the right and license to use the Tradename in the Front Range of the State of Colorado, including without limitation the six county Denver, Colorado metropolitan area, and Kimball County, Nebraska.
5. Wiens acknowledges that some residual use of the Tradename may be made by Compass Bank's customers following the Merger, including but not limited to use on checks, deposit slips, debit cards, atm cards, releases, and assignments. Wiens agrees that all such residual use does not constitute infringement of the use of the Tradename or a breach of this Assignment and that Wiens will not sue for infringement or breach on the basis of such residual use.

6. This Assignment shall be effective at the Effective Time of the Merger (as defined in the Merger Agreement).

7. This Assignment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties and their respective successors and assigns.

[Signature Page Follows]

FIRSTIER CORPORATION, a Colorado corporation

By: [Signature]
Name: TIMOTHY D. WIENS
Title: FRS/CEO

[Signature]
Joel H. Wiens

Compass Bancshares, Inc., on behalf of itself and each of its affiliates (including FirstTier), hereby consents to the assignment by FirstTier of all goodwill, title, right and interest in and to the Tradename to Wiens, in accordance with the terms of the foregoing Assignment, and agrees not to use the Tradename at any time in any manner except as provided in Section 5 of this Assignment.

Dated: January 4, 2001

COMPASS BANCSHARES, INC.

By: _____
Name: _____
Title: _____

FIRSTIER CORPORATION, a Colorado
corporation

By: _____
Name: _____
Title: _____

Joel H. Wiens

Compass Bancshares, Inc., on behalf of itself and each of its affiliates (including FirsTier), hereby consents to the assignment by FirsTier of all goodwill, title, right and interest in and to the Tradename to Wiens, in accordance with the terms of the foregoing Assignment, and agrees not to use the Tradename at any time in any manner except as provided in Section 5 of this Assignment.

Dated: January 4, 2001

COMPASS BANCSHARES, INC.

By: Garrett R. Hege
Name: Garrett R. Hege
Title: Chief Financial Officer

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Registration of:

Registrant: Joel Wiens :
Mark: FIRSTIER (Stylized) :
Registration No.: 1,453,739 :
Registered On: August 18, 1987 :

DECLARATION

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the registration, declares:

- (i) as of January 4, 2001, he was President and Chief Executive Officer of FirsTier Corporation, a Colorado corporation, and FirsTier Bank, a Colorado corporation;
- (ii) FirsTier Bank was a wholly-owned subsidiary of FirsTier Corporation;
- (iii) FirsTier Corporation was a holding company that on January 4, 2001 merged all of its assets, including all assets of FirsTier Bank but excluding (a) the marks FIRSTIER and FIRSTIER (Stylized), (b) U.S. Reg. No. 1,453,739 for the mark FIRSTIER (Stylized), and (c) trade names including “FirsTier” (“the Tradename”) into Compass Bancshares, Inc.;
- (iv) The assignment document referenced “FirsTier Corporation” as the assignor; however, FirsTier Bank was the owner of record, and the listing of FirsTier Corporation was a drafting mistake;
- (v) Technically, I executed the document in my role as President and Chief Executive Officer of both FirsTier Bank and FirsTier Corporation;
- (vi) The assignment was effectively an assignment of the Tradename from FirsTier Bank to Joel H. Wiens; and

(vii) All statement are made of his own knowledge are true and all statements made on information and belief are believed to be true.

TIMOTHY D. WIENS

Date: April 29, 2008

By: _____

