

**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>
First National of Nebraska, Inc.		01/28/2010	CORPORATION: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Compass Bancshares, Inc.		
<b>Street Address:</b>	15 South 20th Street		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35233		
<b>Entity Type:</b>	CORPORATION: ALABAMA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3504680	IT'S BANKING BUILT AROUND YOU	
<b>Registration Number:</b>	3504682	IT'S BANKING BUILT AROUND YOUR BUSINESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)655-1501		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	3126551500		
<b>Email:</b>	jrmdocket@welshkatz.com		
<b>Correspondent Name:</b>	Joseph R. Marcus		
<b>Address Line 1:</b>	120 S. Riverside Plaza		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	4080-110895 (0000576)		
<b>NAME OF SUBMITTER:</b>	Joseph R. Marcus		

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**TRADEMARK  
 REEL: 004143 FRAME: 0686**

Signature:	/jrm/
Date:	02/04/2010
Total Attachments: 1 source=110895#page1.tif	

**ASSIGNMENT**

This Assignment (the "Assignment") is made and entered into as of the 28th day of January, 2010, by and between FIRST NATIONAL OF NEBRASKA, INC., a Nebraska corporation ("Assignor"), and Compass Bancshares, Inc. ("Assignee").

WHEREAS, Assignor is the owner of the federal trademark registrations "IT'S BANKING BUILT AROUND YOU" federal registration #3,504,680 and "IT'S BANKING BUILT AROUND YOUR BUSINESS" federal registration #3,504,682 (collectively, the "Marks").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated as of January 28, 2010 (the "Agreement"), pursuant to which Assignor has agreed to sell, assign and transfer the Marks to Assignee, and Assignee has agreed to purchase and receive the Marks from Assignor;

WHEREAS, Assignee wishes to acquire all of Assignor's rights, title and interest in and to the Marks, including any and all related goodwill, and any registrations therefore.

NOW THEREFORE, for and in consideration of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged:

Assignor does hereby convey, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Marks, together with all registrations and applications for registration of the Marks (if any) and the goodwill of the business symbolized by said Marks. This Assignment shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to the conflicts of laws principles thereof.

FIRST NATIONAL OF NEBRASKA, INC., a Nebraska corporation


By: 

STATE OF NEBRASKA        )  
  ) ss:  
COUNTY OF DOUGLAS     )

On this 28<sup>th</sup> day of January, 2010, before me appeared Nicholas Baxter, Vice President of FIRST NATIONAL OF NEBRASKA INC., a Nebraska corporation, who acknowledged that he signed the foregoing instrument voluntarily on behalf of the corporation.



[Notary Seal]

  
Notary Public