

TO:ROBERT S. BRODER COMPANY:2 PARK AVENUE

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

03/26/2010

Stylesheet Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
F.N.B. Corporation		03/25/2010	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Metropolitan National Bank		
Street Address:	99 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Federally Chartered Banking Corporation: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2273860	METROPOLITAN NATIONAL BANK	
Registration Number:	2275671	METROPOLITAN NATIONAL BANK	
Registration Number:	2954012	METROPOLITAN	
CORRESPONDENCE DATA			
Fax Number:	(212)545-3309		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212.592.1400		
Email:	rbroder@herrick.com		
Correspondent Name:	Robert S. Broder		
Address Line 1:	2 Park Avenue		
Address Line 2:	Herrick, Feinstein LLP		
Address Line 4:	New York, NEW YORK 10016-9301		
ATTORNEY DOCKET NUMBER:	3593-0000		
NAME OF SUBMITTER:	Robert S. Broder		

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TRADEMARK

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Fax Server

TO:ROBERT S. BRODER COMPANY:2 PARK AVENUE

Signature:	/RSB/
Date:	03/26/2010
Total Attachments: 3 source=FNB-MNB Executed Trademark Assignment#page1.tif source=FNB-MNB Executed Trademark Assignment#page2.tif source=FNB-MNB Executed Trademark Assignment#page3.tif	

TRADEMARK

**TRADEMARK BILL OF SALE AND ASSIGNMENT**

For good and valuable consideration, receipt of which is hereby acknowledged, F.N.B. Corporation, a Pennsylvania Corporation having its principal place of business at One F.N.B. Boulevard, Hermitage, PA 16148, herein called "Assignor," hereby sells, assigns and transfers, effective as of the date hereof, to Metropolitan National Bank, a federally chartered banking corporation having its principal place of business at 99 Park Avenue, New York, NY, 10016, herein called "Assignee," all of Assignor's worldwide right, title and interest in and to the trademarks and service marks listed on the attached Schedule A, the registrations therefore and the common law rights therein (collectively, the "Marks"), together with any and all good will of the business symbolized by the Marks, and the right to sue, and recover any damages and profits, for past or future infringements of the Marks.

The Assignor hereby represents and warrants that it has the right and authority to enter into this Agreement and to bind Assignor to all the provisions of this Agreement. Assignor warrants to the best of its knowledge that it is the sole, exclusive, and lawful owner of the Marks and the associated goodwill transferred hereunder, that it has not sold, quite aimed, assigned, transferred, conveyed, licensed, or otherwise disposed of the Marks, or any interest therein, and that it has no knowledge of any pending claim by any third party as to any ownership interest in the Marks and associated goodwill. Assignor further warrants that it has no knowledge of any pending claim by any third party whereby such third party has in any way opposed or challenged the validity or enforceability of the Marks or asserted a right of priority over the Marks, whether such claims are based on Assignor's or its predecessors'-in-interest use or registration, usage or registration by a third party, or otherwise.

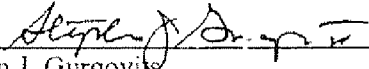
The Assignor agrees to execute any further documents that may be reasonably required to perfect this assignment of all right, title and interest in the Marks.

Notwithstanding any other term herein to the contrary, this assignment is subject to the Settlement Agreement dated January 15, 2010 by and between the parties hereto (hereinafter the "Prior Agreement"). This assignment is in all ways subject to the Prior Agreement. This assignment shall not be interpreted to grant any additional rights or duties beyond that which is expressly set forth in the Prior Agreement. In the event of any inconsistency or conflict between this assignment and the Prior Agreement, the Prior Agreement shall control.

This assignment may be filed by Assignee with the United States Patent and Trademark Office and any other government office without further notice.

Dated: March 25, 2010

F.N.B. CORPORATION


By:   
Stephen J. Gurgovits  
President and Chief Executive Officer

Acknowledged and Accepted:  
METROPOLITAN NATIONAL BANK

By:   
Name: Mark DeFazio  
Title: President

## Schedule A

Trademark Assignment by and between  
F.N.B. Corporation and Metropolitan National Bank

Marks	U.S.P.T.O. Registration Nos.	Goods/Services
METROPOLITAN NATIONAL BANK	2,273,860	IC 03 6: banking services
	2,275,671	IC 03 6: banking services
METROPOLITAN	2,954,012	IC 03 6: banking services