

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                         |                       |
|----------------------------------|--|-------------------------|-----------------------|
| SUBMISSION TYPE:                 | NEW ASSIGNMENT   |                         |                       |
| NATURE OF CONVEYANCE:            | 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 Southwest Company          |  | 04/21/2010              | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                         |                       |
| <b>Name:</b>                     | PlainsCapital Corporation  |                         |                       |
| <b>Street Address:</b>           | 2323 Victory Ave.  |                         |                       |
| <b>Internal Address:</b>         | Suite 1400   |                         |                       |
| <b>City:</b>                     | Dallas   |                         |                       |
| <b>State/Country:</b>            | TEXAS  |                         |                       |
| <b>Postal Code:</b>              | 75219  |                         |                       |
| <b>Entity Type:</b>              | CORPORATION: TEXAS   |                         |                       |
| <b>PROPERTY NUMBERS Total: 2</b> |  |                         |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>        |                       |
| Registration Number:             | 3069891  | FIRST SOUTHWEST COMPANY |                       |
| Registration Number:             | 3069869  | FIRST SOUTHWEST COMPANY |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                         |                       |
| Fax Number:                      | (214)999-3623  |                         |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                         |                       |
| Phone:                           | 214-999-4487   |                         |                       |
| Email:                           | jfulmer@gardere.com, ip@gardere.com  |                         |                       |
| Correspondent Name:              | Gardere Wynne Sewell LLP/Jason R. Fulmer   |                         |                       |
| Address Line 1:                  | 1601 Elm Street, Suite 3000  |                         |                       |
| Address Line 4:                  | Dallas, TEXAS 75201  |                         |                       |
| ATTORNEY DOCKET NUMBER:          | 017414-6000  |                         |                       |
| NAME OF SUBMITTER:               | Jason R. Fulmer  |                         |                       |
| Signature:                       | /Jason R. Fulmer/  |                         |                       |

OP \$65.00 3069891

Date:

05/04/2010

Total Attachments: 4

source=1Temp1#page1.tif

source=1Temp1#page2.tif

source=1Temp1#page3.tif

source=1Temp1#page4.tif

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") effective as of April 21, 2010 (the "Effective Date"), is by and between **FIRST SOUTHWEST COMPANY**, a Delaware corporation having a business address of 325 N. St. Paul, Suite 800, Dallas, TX 75201 ("Assignor"), and **PLAINSCAPITAL CORPORATION**, a Texas corporation having a business address of 2323 Victory Ave., Suite 1400, Dallas, TX 75219 ("Assignee"). Assignor and Assignee are sometimes referenced individually as a "Party" and referenced collectively as the "Parties."

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the service marks and service mark registrations set forth in **EXHIBIT A** incorporated herein by reference, together with all goodwill associated therewith (hereinafter, collectively the "Marks"); and

**WHEREAS**, Assignor desires to assign and transfer all of its rights, title and interest in, to, and under the Marks to Assignee, and Assignee desires to acquire all of Assignor's rights, title and interest in, to, and under the Marks pursuant to the terms and conditions of this Assignment.

**NOW, THEREFORE**, in consideration of the premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**1. ASSIGNMENT.**

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor's rights, title and interest in, to, and under, the Marks together with the goodwill associated therewith, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Marks. Such rights, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

**2. RECORDALS/FURTHER ASSURANCES.**

Assignee shall record this Assignment with the United States Patent and Trademark Office with respect to the United States federal trademark registrations set forth in **EXHIBIT A**. Assignor shall execute and deliver to Assignee all such further instruments, assignments, assurances and other documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee all rights in and to the Marks as provided herein.

3. ORIGINALS/COUNTERPARTS.

This Assignment may be executed in counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representative as of the Effective Date.

ASSIGNOR:

FIRST SOUTHWEST COMPANY

By: Brian Wittneben

Name: Brian Wittneben

Title: SVP - General Counsel

Date: 5/2/10

ASSIGNEE:

PLAINSCAPITAL CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

3. ORIGINALS/COUNTERPARTS.

This Assignment may be executed in counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representative as of the Effective Date.

ASSIGNOR:

FIRST SOUTHWEST COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ASSIGNEE:

PLAINSCAPITAL CORPORATION



By: Carol A. Towne

Name: Carol A. Towne

Title: EVP, Chief Marketing Officer

Date: 5-3-10

**EXHIBIT A**

| Service Mark   | Serial No. | Filing Date | Registration Number | Registration Date | Services   |
|--|------------|-------------|---------------------|-------------------|--|
|  <b>First Southwest Company</b>   | 76621463   | 11/19/2004  | 3069891             | 03/21/2006        | Public and corporate finance investment banking services; public entity financial advisory services; securities brokerage, financing and clearing services; financial, treasury and investment analysis, consultation and management; securities trading and underwriting for others; and creating structured financial vehicles for others. |
|  <b>FIRST SOUTHWEST COMPANY</b> | 76617412   | 10/25/2004  | 3069869             | 03/21/2006        | Public and corporate finance investment banking services; public entity financial advisory services; securities brokerage, financing and clearing services; financial, treasury and investment analysis, consultation and management; securities trading and underwriting for others; and creating structured financial vehicles for others. |