

**TRADEMARK ASSIGNMENT**

Electronic 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
Beal Bank		07/07/2010	A Chartered Savings Bank: TEXAS

**RECEIVING PARTY DATA**

Name:	Beal Service Corporation
Street Address:	6000 Legacy Drive
City:	Plano
State/Country:	TEXAS
Postal Code:	75024
Entity Type:	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2589265	UMBRELLABANK.COM
Registration Number:	2586072	UMBRELLABANK.COM
Registration Number:	2886800	UMBRELLABANK
Registration Number:	2564254	UMBRELLABANK.COM
Registration Number:	2691865	UMBRELLABANK.COM
Registration Number:	2806068	UMBRELLABANK.COM PLATINUM
Registration Number:	2706827	BEAL BANK
Registration Number:	3127342	BEAL BANK - A LENDER SEEKING LOAN OPPORTUNITIES

**CORRESPONDENCE DATA**

Fax Number: (804)344-7999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 804-788-7311  
 Email: HWRITM@hunton.com  
 Correspondent Name: Janet W. Cho - Hunton & Williams LLP

CH \$215.00 2589265

Address Line 1: 951 East Byrd Street  
Address Line 2: Riverfront Plaza - East Tower  
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	70256.002000
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NAME OF SUBMITTER:	Janet W. Cho
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Signature:	/Janet W. Cho/
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Date:	07/15/2010
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Total Attachments: 4  
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into on July 7, 2010 (the "Effective Date"), by and between Beal Bank, a chartered savings bank organized under the laws of Texas with an address at 6000 Legacy Drive, Plano, Texas 75024 ("Assignor"), and Beal Service Corporation, a Texas Corporation with an address at 6000 Legacy Drive, Plano, Texas 75024 ("Assignee").

WHEREAS, Pursuant to that certain Purchase and Assumption Agreement dated as of December 18, 2009 by and among Assignor, the Federal Deposit Insurance Corporation, Receiver of New South Federal Savings Bank ("New South"), and the Federal Deposit Insurance Corporation, Assignor purchased certain assets of New South, including the trademarks, service marks, and trademark and service mark registrations identified in the attached Schedule A (hereinafter referred to as the "Marks");

WHEREAS, Assignor uses the Marks in Assignor's business, or the Marks pertain to Assignor's business or to a portion of Assignor's business that is ongoing and existing;

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor and is authorized to enter into contracts for the benefit of Assignor; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, any and all rights that Assignor has in and to the Marks, including any registrations and applications for the Marks, the goodwill of Assignor's business in connection with which the Marks are used, and/or Assignor's business or that portion of Assignor's business to which the Marks pertain and which is ongoing and existing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey unto Assignee all right, title and interest in and to the Marks, including any registrations and applications for the Marks, the goodwill of Assignor's business in connection with which the Marks are used, and/or Assignor's business or that portion of Assignor's business to which the Marks pertain and which is ongoing and existing. Assignor does hereby further assign, sell, transfer and convey unto Assignee any and all claims of Assignor for past infringement of the Marks and any and all causes of action of Assignor with respect to or arising out of the Marks, along with the right to recover damages and profits for past infringements thereof.

Assignor and Assignee will cooperate to execute and deliver all papers, instruments, and assignments, and to perform any other reasonable acts, in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

As of the Effective Date, Assignee agrees to release, hold harmless and discharge Assignor, its owners, agents, employees, officers, directors, representative, successors and assigns, of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, arising from the Marks that are the subject of this Agreement.

Assignor shall not be liable to Assignee for special, indirect, incidental or consequential damages, including but not limited to, loss of revenues and loss of profits, even if Assignor and Assignee have been advised of the possibility of such damages.


IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment for and on behalf of Assignor and Assignee, effective as of the Effective Date written above.

**ASSIGNOR**

<sup>530</sup>  
By:  \_\_\_\_\_




Title: V.P.

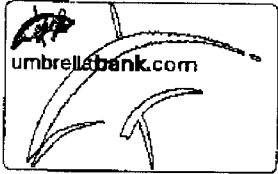
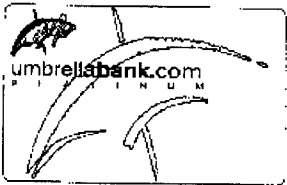
**ASSIGNEE:**

<sup>530</sup>  
By:  \_\_\_\_\_

Title: President

**SCHEDULE A**

Mark	Registration Number	Services
UMBRELLABANK.COM and Design  	2,589,265	Financial services, namely, banking, personal and commercial lending, financial planning, financial management, bill payment, automatic teller machines, mortgage brokerage, mortgage lending, credit card services, insurance brokerage services, and investment advisory and brokerage services offered and rendered through global communications networks
UMBRELLABANK.COM and Design  	2,586,072	Financial services, namely, banking, personal and commercial lending, financial planning, financial management, bill payment, automatic teller machines, mortgage brokerage, mortgage lending, credit card services, insurance brokerage services, and investment advisory and brokerage services offered and rendered through global communications networks
UMBRELLABANK.COM and Design  	2,886,800	Financial services, namely, banking, personal and commercial lending, financial planning, financial management, bill payment, automatic teller machines, mortgage brokerage, mortgage lending, credit card services, insurance brokerage services, and investment advisory and brokerage services offered and rendered through global communications networks
UMBRELLABANK.COM	2,564,254	Financial services, namely,

		banking, personal and commercial lending, financial planning, financial management, bill payment, automatic teller machines, mortgage brokerage, mortgage lending, credit card services, insurance brokerage services, and investment advisory and brokerage services offered and rendered through global communications networks
<p>UMBRELLABANK.COM and Design</p> 	2,691,865	Credit card services
<p>UMBRELLABANK.COM PLATINUM and Design</p> 	2,806,068	Credit card services
BEAL BANK	2,706,827	Intl. Cl. 36: Financial services, namely, banking services, real estate lending services, and mortgage banking services
BEAL BANK A LENDER SEEKING LOAN OPPORTUNITIES	3,127,342	Intl. Cl. 36: Financial services, namely residential and commercial real estate lending services, and mortgage banking services