

**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 Capital Bank		04/21/2010	Chartered Bank: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FCC, LLC		
<b>Street Address:</b>	4855 Technology Way		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33431		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3065544	FC FIRST CAPITAL BANK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(904)598-6212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	904-598-6112		
<b>Email:</b>	krowe@sgrlaw.com		
<b>Correspondent Name:</b>	Katharine F. Rowe		
<b>Address Line 1:</b>	50 N. Laura Street		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Jacksonville, FLORIDA 32202		
<b>NAME OF SUBMITTER:</b>	Katharine F. Rowe		
<b>Signature:</b>	/Katharine F. Rowe/		
<b>Date:</b>	07/29/2010		

OP \$40.00 3065544

**Total Attachments: 3**

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Exhibit #2

Form of Assignment

### ASSIGNMENT OF TRADEMARK

This agreement (the "Assignment") effective as of the 21 day of April, 2010, is entered into by and between FCC, LLC, a Florida limited liability company ("Assignee") and First Capital Bank, a Tennessee Chartered bank ("Assignor").

Whereas, Assignor has agreed to assign to Assignee all of its right, title and interest in the word mark "FIRST CAPITAL BANK" (the "FCB Name") the word mark "FIRST CAPITAL" (the "FIRST CAPITAL Mark"), and the design mark FC FIRST CAPITAL BANK & Design shown in form attached hereto as Exhibit A (the "FCB Design Mark"), together with the goodwill symbolized by such marks. Together the FCB Name, the FIRST CAPITAL Mark, and the FCB Design Mark shall be referred to herein as the Marks.

Now therefore, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer and assign to Assignee as of the date hereof, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, and all rights to sue for past infringement of such Marks. The rights herein transferred in the Marks include any and all registrations filed therefore, including, without limitation, Reg. No. 3,065,544 and any renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment of the Marks not been made.

2. Further Actions. Each of the parties hereto covenants and agrees, at the requesting party's expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignment contemplated herein.

3. Governing Law. Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to the principles of conflicts of laws thereof.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

FCC, L.L.C.

By: Thomas F. Berner  
Name: Thomas F. Berner  
Title: V.P. General Counsel

FIRST CAPITAL BANK

By: R. Kent Davis  
Name: R. Kent Davis  
Title: President / CEO

Exhibit A

