

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, National Association		06/30/2010	national bank: UNITED STATES

RECEIVING PARTY DATA

Name:	First Republic Bank
Street Address:	111 Pine Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	state-chartered bank: CALIFORNIA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2210975	
Registration Number:	3256480	
Registration Number:	3082509	EAGLE ONE
Registration Number:	2898413	FIRST REPUBLIC
Registration Number:	3785372	FIRST REPUBLIC
Registration Number:	2699808	FIRST REPUBLIC ATM REBATE CHECKING
Registration Number:	3118568	FIRST REPUBLIC BANCORP INC.
Registration Number:	2226121	FIRST REPUBLIC BANK
Registration Number:	3185144	FIRST REPUBLIC BANK
Registration Number:	3575198	FIRST REPUBLIC BANK
Registration Number:	3677362	FIRST REPUBLIC BANK
Registration Number:	3569284	FIRST REPUBLIC BANK
Registration Number:	3405156	FIRST REPUBLIC INVESTMENT MANAGEMENT
Registration Number:	3350214	FIRST REPUBLIC NET WORTH MANAGER

CH \$590.00 2210975

900174403

**TRADEMARK
 REEL: 004299 FRAME: 0776**

Registration Number:	2204182	FIRST REPUBLIC PRESTIGE HOME INDEX
Registration Number:	3575197	FIRST REPUBLIC SECURITIES COMPANY
Registration Number:	3575196	FIRST REPUBLIC TRUST COMPANY
Registration Number:	3530452	
Registration Number:	3566831	
Registration Number:	2209636	IT'S A PRIVILEGE TO SERVE YOU
Registration Number:	3520009	IT'S A PRIVILEGE TO SERVE YOU
Registration Number:	3558884	IT'S A PRIVILEGE TO SERVE YOU
Registration Number:	3258446	TRAINER WORTHAM ESTABLISHED 1924

CORRESPONDENCE DATA

Fax Number: (415)541-9366
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4159955081
Email: ipfilings@hansonbridgett.com
Correspondent Name: Garner K. Weng, Hanson Bridgett LLP
Address Line 1: 425 Market Street, 26th Floor
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	26258.1 BOA TO FIRST REPU
NAME OF SUBMITTER:	Mary Dougherty
Signature:	/Mary Dougherty/
Date:	10/19/2010

Total Attachments: 7
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APPROVED EFFECTIVE

11:59 P.M.

EASTERN DAYLIGHTTIME

JUNE 30, 2010

WILLIAM S. HARAF

Commissioner of Financial Institutions

ASSIGNMENT AND ASSUMPTION AGREEMENT

By 

Dated: June 30, 2010

KENNETH SAYRE-PETERSON

Acting General Counsel

KNOW ALL PERSONS BY THESE PRESENTS that pursuant to, and on the terms and subject to the conditions of, the Purchase and Sale Agreement, dated October 21, 2009 (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), among Merrill Lynch Bank & Trust Co, F.S.B., a federally chartered savings bank ("MLFSB"), Bank of America, National Association, a national banking association (together with MLFSB, and as successor by operation of law to MLFSB, "Assignor") and First Republic Bank, a California state-chartered bank (formerly known as Sequoia Acquisition, Inc., "Assignee") (defined terms used but not defined herein having the meanings set forth in the Purchase Agreement), (i) Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER AND CONVEY to Assignee all of Assignor's right, title and interest, as of the close of business on the date first written above, in and to the Purchased Assets (other than the Purchased Assets that are (x) tangible personal property that are sold, transferred and conveyed pursuant to that certain Bill of Sale (the "Bill of Sale") or (y) prepaid deposit insurance assessments that are sold, assigned, transferred and conveyed pursuant to that certain FDIC Prepaid Assessment Credit Transfer Agreement (together with the Bill of Sale and this Assignment and Assumption Agreement, the "Transfer Documents"), each delivered simultaneously herewith), free and clear of all Liens (except for Permitted Encumbrances in the case of the Purchased Assets other than the Purchased Shares), TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, and (ii) Assignee does hereby ASSUME, effective as of the Closing, and will pay, perform and discharge as they become due, all of the Assumed Liabilities. Without limiting the foregoing, the Purchased Assets sold, assigned, transferred and conveyed hereunder include the trademarks and trademark applications being transferred to Assignee as Purchased Assets, including, but not limited to, those set forth on Annex A hereto, together with all goodwill associated therewith.

From time to time after the date hereof, the Assignor and Assignee shall, and shall cause their Affiliates to, execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be requested to more effectively convey to, transfer to or vest in Assignee and its designated Affiliates the Purchased Assets and the Assumed Liabilities contemplated by this Agreement and the Purchase Agreement to be transferred or assumed at the Closing (including transferring to Assignee any Purchased Asset contemplated by the Purchase Agreement or this Agreement to be transferred to Assignee at the Closing that was not so transferred at the Closing). Any cost incurred in connection with such actions shall be split evenly by Assignor and Assignee.

Nothing in this Assignment and Assumption Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment and Assumption Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern. This Assignment and Assumption Agreement may be executed in one or more counterparts, including by facsimile signature or other electronic transmission, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

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This Assignment and Assumption Agreement shall be governed and construed in accordance with the internal laws of the State of New York applicable to contracts made and wholly-performed within such state, without regard to any applicable conflicts of law principles; provided, however, that the transactions contemplated in the Transfer Documents and the Purchase Agreement shall be consummated in full conformity with, and shall have the full effect provided for in, the California Financial Code (the "Code"), including, without limitation, that such transactions shall constitute the sale of a whole business unit within the meaning of Sections 4846 *et seq.* of the Code, with the effect provided in Section 4859 of the Code, including, but not limited to, the succession of Assignee, without other transfer, to all of the rights and property of Assignor with respect to the business unit (except any rights and property of Assignor which are not sold to assignee under the Purchase Agreement) pursuant to Section 4859(a) of the Code, and the transfer of all trust and other fiduciary relationships to Assignee, pursuant to Section 4859(f) of the Code.

This Assignment and Assumption Agreement shall be subject to the provisions of Sections 12.2, 12.8 and 12.9 of the Purchase Agreement, mutatis mutandis.

{Signature Pages Follow}

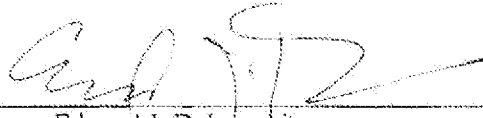
IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed and delivered on behalf of the parties by their duly authorized officers on the date first written above.

**BANK OF AMERICA, NATIONAL
ASSOCIATION**

By: 
Name: *Stephen J. Davis*
Title: *VP*

[Assignment and Assumption Agreement]

FIRST REPUBLIC BANK

By: 
Name: Edward J. Dobranski
Title: Executive Vice President, General
Counsel and Secretary

[Assignment and Assumption Agreement]

Annex A

Trademarks and Trademark Applications

ANNEX A

TRADEMARKS

U.S. FEDERAL TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE
Eagle Design	2,210,975	15 Dec. 1998
Eagle Design (in color)	3,256,480	26 June 2007
EAGLE ONE	3,082,509	18 April 2006
FIRST REPUBLIC	2,898,413	02 Nov. 2004
FIRST REPUBLIC	3,785,372	04 May 2010
FIRST REPUBLIC ATM REBATE CHECKING	2,699,808	25 March 2003
FIRST REPUBLIC BANCORP INC. & Design	3,118,568	25 July 2006
FIRST REPUBLIC BANK	2,226,121	23 Feb. 1999
FIRST REPUBLIC BANK	3,185,144	19 Dec. 2006
FIRST REPUBLIC BANK	3,575,198	17 Feb. 2009
FIRST REPUBLIC BANK	3,677,362	01 Sept. 2009
FIRST REPUBLIC BANK	3,569,284	03 Feb. 2009
FIRST REPUBLIC INVESTMENT MANAGEMENT	3,405,156	01 April 2008
FIRST REPUBLIC NET WORTH MANAGER	3,350,214	04 Dec. 2007
FIRST REPUBLIC PRESTIGE HOME INDEX	2,204,182	17 Nov. 1998
FIRST REPUBLIC	3,575,197	17 Feb. 2009

SECURITIES COMPANY		
FIRST REPUBLIC TRUST COMPANY	3,575,196	17 Feb. 2009
Gold Eagle with Green Background Design	3,530,452	11 Nov. 2008
Gold Eagle with Green Background Design	3,566,831	27 Jan. 2009
IT'S A PRIVILEGE TO SERVE YOU	2,209,636	08 Dec. 1998
IT'S A PRIVILEGE TO SERVE YOU	3,520,009	21 Oct. 2008
IT'S A PRIVILEGE TO SERVE YOU	3,558,884	06 Jan. 2009
TRAINER WORTHAM ESTABLISHED 1924 & Design	3,258,446	03 July 2007

U.S. STATE TRADEMARK REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE
FIRST REPUBLIC	California	029273	11 March 1987
FIRST REPUBLIC	Nevada	240541	08 July 1991
FIRST REPUBLIC ADVANTAGE	California	043321	18 May 1994
FIRST TRUST BANK (Chinese characters)	California	054973	18 June 2001