# 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
First Southwest Company		04/27/2012	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	PlainsCapital Corporation	
Street Address:	2323 Victory Ave., Suite 1400	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75219	
Entity Type:	CORPORATION: TEXAS	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3493532	PEB TRUST

#### **CORRESPONDENCE DATA**

**Fax Number**: 2149993623

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 214-999-4487

Email: jfulmer@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:	017414-3067
NAME OF SUBMITTER:	Jason R. Fulmer
Signature:	/Jason R. Fulmer/
Date:	05/03/2012

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") effective as of policy, 2012 (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 mark and service mark registration set forth in EXHIBIT A incorporated herein by reference, together with all goodwill associated therewith (hereinafter, the "Mark"); and

WHEREAS, Assignor desires to assign and transfer all of its rights, title and interest in, to, and under the Mark to Assignee, and Assignee desires to acquire all of Assignor's rights, title and interest in, to, and under the Mark 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's rights, title and interest in, to, and under, the Mark 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 Mark. 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. Assignor shall execute and deliver to Assignee all such further instruments, assignments, assurances and other documents, and perform such other acts, as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee the rights herein assigned.

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# 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
Din Vettrefor
Ву:
Name: Brigo Withhelian
Title: SUP- General Councel
Date: 4/2)/12
ASSIGNEE:
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PLAINSCAPITAL CORPORATION

By: <u>Carol Towns</u>

Name: <u>Carol Towns</u>

Title: <u>EVP</u> Chief Marketing Office

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# EXHIBIT A

Service Mark	Serial No.	Filing Date	Registration Number	Registration Date	Services
PEB TRUST	77190289	05/25/2007	3493532	08/26/2008	Trust account management and administration; investment advisory services

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**RECORDED: 05/03/2012**