

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, S.S.B.		07/30/2012	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: 1			
Property Type	Number	Word Mark	
Registration Number:	3136239	A LENDER SEEKING LOAN OPPORTUNITIES	
CORRESPONDENCE DATA			
Fax Number:	8049167270		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	804-916-7160		
Email:	trademarksri@leclairryan.com		
Correspondent Name:	Edward T. White, LeClairRyan		
Address Line 1:	951 EAST BYRD STREET		
Address Line 2:	RIVERFRONT PLAZA, EAST TOWER		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	29695.0001		
NAME OF SUBMITTER:	Edward T. White		
Signature:	/Edward T. White/		

CH \$40.00 3136239

Date:

08/07/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into on July 30, 2012 (the "Effective Date"), by and between Beal Bank, S.S.B., 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, Assignor owns all right, title and interest in the following marks: A LENDER SEEKING LOAN OPPORTUNITIES, U.S. Registration No. 3,136,239 and Canadian Registration No. TMA782,134; and BEAL BANK - A LENDER SEEKING LOAN OPPORTUNITIES, Canadian Registration No. TMA781,132, registered with the United States Patent and Trademark Office and the Canadian Intellectual Property Office, and identified in Schedule A attached herein (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 or 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 or applications for the Marks, the goodwill of 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, representatives, 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, from the Marks that is 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:

By: 
Title: V.P.
Date: 7/30/12

ASSIGNEE:

By: 
Title: COO
Date: 8-1-12

SCHEDULE A

Mark	Registration Number	Goods and Services
A LENDER SEEKING LOAN OPPORTUNITIES	U.S. 3,136,239	Financial services, namely, residential and commercial real estate lending services, and mortgage banking services
A LENDER SEEKING LOAN OPPORTUNITIES	TMA782,134	Financial services, namely, residential and commercial real estate lending services, and mortgage banking services
BEAL BANK – A LENDER SEEKING LOAN OPPORTUNITIES	TMA781,132	Financial services, namely, residential and commercial real estate lending services, and mortgage banking services