



05/01/2013



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To the Director of the U. S. Patent

documents or the new address(es) below.

1. Name of conveying party (ie Wells Fargo & Company

Address of receiving party (ies)

Additional names, addresses, or citizenship attached? Yes No

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

Name: First State Bank of Odem

Street Address: 201 Main Street

City: Odem

State: Texas

Country: US Zip: 78370

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Texas US
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 22, 2013

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
SN 74-447,825; SN 74-447,814; and SN 74-278,597

B. Trademark Registration No.(s)
1,862,758; 1,861,182; and 1,828,541

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SOUTHRUST; SOUTHRUST BANK; S (Stylized)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: David M. O'Brian

Internal Address:

Street Address: 5007 Hartwell Dr.

City: Houston

State: Texas Zip: 77084

Phone Number: 281-345-2833

Docket Number: MHE 01

Email Address: dmo@dmolaw.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

Refund Ref: 05/01/2013 KNGUYEN1 0000178485

- Authorized to be charged to deposit account-----
- Enclosed CHECK Refund Total: \$30.00

8. Payment Information:

Deposit Account Number:

Authorized User Name:

9. Signature: *David M. O'Brian*

Signature

April 30, 2013 Date

David M. O'Brian

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

MRD 05-01-13

**ASSIGNMENT OF TRADEMARKS
AND DOMAIN NAMES**

This Assignment Agreement (the "Assignment"), dated April 22, 2013, is made by and between Wells Fargo & Company, a Delaware corporation with its principal place of business at 420 Montgomery Street, San Francisco, California, 94104 ("Assignor") and the First State Bank of Odem, a Texas corporation, with its principal place of business at 201 Main Street , Odem, TX 78370 ("Assignee").

WHEREAS, Assignor is the record owner of the following trademarks and registrations:

1. SOUTHTRUST and U.S. Trademark Registration No. 1,862,758
2. SOUTHTRUST BANK and U.S. Trademark Registration No. 1,861,182; and
3. S (stylized) and U.S. Trademark Registration No. 1,828,541.

(the "Marks" and the "Registrations"); and

WHEREAS, Assignor is the record owner of the following domain names:

1. www.southtrust.com
2. www.southtrusts.com
3. www.southtrustweb.com

(the "Domain Names"); and

WHEREAS, Assignee has offered to purchase the Marks and Registrations and any right, title and interest in the Marks and Registrations that Assignor may have. The Assignee has also offered to purchase the Domain Names.

NOW THEREFORE, for the sum of \$1,000.00 the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby sells, assigns and transfers to Assignee and its successors and assigns all of Assignor's right, title and interest, if any, in and to the Marks and the Registrations, together with the goodwill of the business in connection with which the said trademarks were used, if any. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Domain Names.

2. **Assignment Made Without any Representations or Warranties.** Assignor assigns the Marks and Registrations to Assignee without any representations or warranties except that Assignor represents and warrants that there is no pending infringement litigation, or any other litigation or claim, or other

judicial, administrative, or other investigative proceeding, at law or in equity, or otherwise before any court or governmental agency, nor, to the best knowledge of Assignor, is any such litigation, claim or proceeding threatened, concerning any of the Marks and Registrations. Assignor warrants and represents that it is the record owner of the Domain Names and has the right to transfer the Domain Names to Assignee.

3. **Cooperation.** Assignor agrees to execute and deliver at the request and expense of Assignee all papers, instruments, and assignments which are deemed necessary or desirable by Assignee to perfect in it the rights, title, and interest, if any, herein conveyed. After payment is received by Assignor, Assignor will cooperate in providing the passwords, access codes, and any other information needed to transfer ownership of the above-referenced Domain Names to Assignee.

4. **Recordation.** The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Marks and Registrations.

5. **Entire Agreement.** This Assignment Agreement is intended by the parties to constitute the entire agreement of the parties with respect to the transactions contemplated by this Assignment. This Assignment supersedes any and all prior

understandings, written or oral, between the parties with regard to the Marks, Registrations and the Domain Names.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be duly executed by their duly authorized representative as of the day and year first above written.

**WELLS FARGO & COMPANY
ASSIGNOR**

By: Carrie A. Hefte

Name: Carrie A. Hefte

Title: Assistant Vice President

STATE OF Minnesota
CITY/COUNTY OF Hennepin

On this day, Carrie A. Hefte appeared before me, the undersigned notary, and upon his/her oath, he/she stated that he/she has read the above statement, and the facts stated therein are true and correct.

Janice M. Schneider
(signature)

TO and SUBSCRIBED before me by Carrie A. Hefte on April 22, 2013.

Notary Public in and for
State of Minnesota

**FIRST STATE BANK OF ODEM
ASSIGNEE**

By: Stuart Saunders

Name: Stuart D. Saunders

Title: Director

