

09/10/2013

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



RE  
1

103661695

9-6-13

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
First State bank of Odem

- Individual(s)
- Partnership
- Corporation- State: Texas
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

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

- Execution Date(s) August 26, 2013
- Assignment
  - Security Agreement
  - Other \_\_\_\_\_
  - Merger
  - Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: First National Bank of George West  
Street Address: 601 Guadalupe Street  
City: George West  
State: Texas  
Country: US Zip: 78022

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship US
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- 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)



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

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

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):  
SOUTHTRUST; SOUTHTRUST BANK; and 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@dmdlaw.com

**6. Total number of applications and registrations involved:**

3

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

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

09/11/2013 HTON11 00000037 1862758  
Deposit Account Number \_\_\_\_\_ 40.00 OP  
Authorized User Name \_\_\_\_\_ 50.00 OP

**9. Signature**

*David M. O'Brian*  
Signature

David M. O'Brian

Name of Person Signing

September 5, 2013

Refund Ref: \_\_\_\_\_ Date \_\_\_\_\_  
09/11/2013 HTON11 0000179554

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

CHECK Refund Total: \$30.00

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

## ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This Assignment Agreement (the "Assignment"), dated August 26, 2013, is made by and between First State Bank of Odem, a Texas corporation with its principal place of business at 201 Main Street, Odem, Texas, 78370 ("Assignor") and the First National Bank of George West, a national banking association, with its principal place of business at 601 Guadalupe Street, George West, Texas, 78022 ("Assignee"). Assignor and Assignee may be referred to herein individually as "party" and collectively as "parties."

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](http://www.southtrust.com)
2. [www.southtrusts.com](http://www.southtrusts.com)
3. [www.southtrustweb.com](http://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 good and valuable consideration, the sufficiency of which is 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, in and to the Marks and the Registrations, together with the goodwill of the business in connection with which the said trademarks have been used. 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, herein conveyed. After Assignor receives its consideration, 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.

**FIRST STATE BANK OF ODEM  
ASSIGNOR**

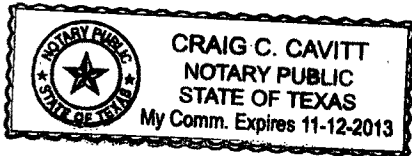
By: C.R. Miller, Jr.  
Name: C.R. MILLER, JR.  
Title: PRESIDENT

STATE OF TEXAS  
COUNTY OF Noeues

On this day, C.R. Miller Jr 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.

Craig C. Cavitt  
(signature)

TO and SUBSCRIBED before me by C.R. Miller Jr on August 26, 2013.



Notary Public in and for the  
State of Texas

**FIRST NATIONAL BANK OF GEORGE WEST  
ASSIGNEE**

By: Stuart Saunders  
Name: STUART SAUNDERS  
Title: CHAIRMAN OF THE BOARD