

## 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
BB&T Corporation		10/11/2013	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Lendmark Financial Services, Inc.		
Street Address:	2118 Usher Street		
City:	Covington		
State/Country:	GEORGIA		
Postal Code:	30014		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2664006	LENDMARK FINANCIAL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-548-2154		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	1345 Avenue of the Americas		
Address Line 2:	Attention: Emily Iverson, Esq.		
Address Line 4:	New York, NEW YORK 10105		
ATTORNEY DOCKET NUMBER:	2039261-0155 / IVERSON		
NAME OF SUBMITTER:	Emily Iverson, Esq./McGuireWoods LLP		
Signature:	/Emily Iverson/		

OP \$40.00 2664006

Date:

10/11/2013

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated as of October 11, 2013, is by and between BB&T CORPORATION, a North Carolina corporation ("Assignor") and LENDMARK FINANCIAL SERVICES, INC., a Georgia corporation ("Assignee").

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Stock Purchase Agreement, dated as of June 8, 2013 ("Purchase Agreement"), pursuant to which, among other things, Assignor is obligated to transfer to Assignee all of Assignor's and its Affiliates' (as defined in the Purchase Agreement) (other than Assignee) right, title and interest in and to the United States registered trademark listed on Schedule A and the common law trademarks listed on Schedule B (collectively "Trademarks"), both Schedule A and Schedule B attached hereto and incorporated herein by reference; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Trademarks.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor, on behalf of itself and its Affiliates (other than Assignee), does hereby assign, transfer, convey and deliver to Assignee, and Assignee hereby accepts, all of Assignor's and its Affiliates' (other than Assignee) right, title and interest in and to the Trademarks and any and all goodwill connected with the use of and symbolized by the same, to be held by Assignee for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and 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, together with the right to bring all past, present and future causes of action (in law or equity), claims or demands relating to the Trademarks including, without limitation, past, present, or future infringement, dilution, conversion or misappropriation actions along with the right to seek, recover and retain any damages.

2. Further Documentation and Actions. Assignor hereby agrees to, and shall cause its Affiliates (other than Assignee) to, execute and deliver to Assignee any further instruments of conveyance, transfer, assignment and other documents, and to take any and all further actions reasonably deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Trademarks, to give full effect to this Assignment, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States or any other country.

3. Successors and Assigns. This Assignment is binding on Assignor and its Affiliates (other than Assignee), and its and their respective successors and assigns, and inures to the benefit of Assignee and its successors and assigns.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

5. Further Assurances. Assignor and Assignee agree to do such further acts and to execute and deliver any further agreements, instruments or documents as may be necessary or appropriate to carry out the purposes of this Assignment.

6. Conflicts. To the extent of any inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall prevail.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has caused its duly authorized representative to execute this Assignment as of the date first above written.

BB&T CORPORATION

By: Daryl N. Bible  
Name: Daryl N. Bible  
Title: Senior Executive Vice President and  
Chief Financial Officer

[Signature Page to Trademark Assignment]

TRADEMARK  
REEL: 005129 FRAME: 0580

**TRADEMARKS**

**SCHEDULE A**

**Registered Trademarks:**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>	<b>Status</b>
LENDMARK FINANCIAL SERVICES	U.S. Federal	76072755	Jun. 19, 2000	2664006	Dec. 17, 2002	BB&T Corporation	Registered

**SCHEDULE B**

**Unregistered Common Law Trademarks:**

1. LENDMARK
2. LENDMARK FINANCIAL SERVICES
3. LENDMARK FINANCIAL SERVICES (and Design)
4. LENDMARK FINANCIAL REINSURANCE COMPANY
5. LENDMARK FINANCE AND MORTGAGE
6. LENDMARK FINANCIAL SERVICES OF WEST VIRGINIA
7. LOANS AS INDIVIDUAL AS THE PEOPLE WHO APPLY FOR THEM