

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANCORPORATION		10/01/2013	CORPORATION:NEVADA
<b>RECEIVING PARTY DATA</b>			
Name:	FIRST NATIONAL BANK OF OMAHA		
Street Address:	1620 Dodge Street		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68197		
Entity Type:	A National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	3750265	PARTNERSFIRST AFFINITY SERVICES	
Registration Number:	3750263	PARTNERSFIRST AFFINITY SERVICES	
Registration Number:	3750264	P1 PARTNERS FIRST	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	8169600041		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(402) 346-6000		
Email:	trademarks@kutakrock.com		
Correspondent Name:	Kutak Rock LLP		
Address Line 1:	1650 Famam Street		
Address Line 2:	Sean P. Connolly		
Address Line 4:	Omaha, NEBRASKA 68102		
NAME OF SUBMITTER:	Sean P. Connolly		

OP \$90.00 3750265

Signature:	/Sean P. Connolly/
Date:	01/13/2014
Total Attachments: 5 source=PartnersFirst Trademark Assignment#page1.tif source=PartnersFirst Trademark Assignment#page2.tif source=PartnersFirst Trademark Assignment#page3.tif source=PartnersFirst Trademark Assignment#page4.tif source=PartnersFirst Trademark Assignment#page5.tif	

## **TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), dated as of October 1, 2013, is made by and between Western Alliance Bancorporation, a Nevada corporation ("Assignor"), and First National Bank of Omaha, a national banking association ("Assignee"). From time to time, Assignor and Assignee collectively shall be referred to as "Parties," and individually as "Party."

### **RECITALS**

WHEREAS, Assignor owns certain trademarks, trade names, service marks, identified in Exhibit A attached hereto, and other transferable rights related thereto, (collectively, the "Trademarks");

WHEREAS, Assignee, Assignor, and Torrey Pines Bank d/b/a PartnersFirst Affinity Services, a California corporation ("Seller"), entered into that certain Purchase and Sale Agreement dated as of September 9, 2013 (the "Purchase Agreement"), pursuant to which Seller and Assignor have agreed to sell, grant, convey, transfer and assign to Assignee, and Assignee has agreed to purchase and acquire from Seller and Assignor, the Assets (as defined in the Purchase Agreement), which include the Trademarks;

WHEREAS, nothing in this Agreement shall modify or otherwise affect any provision of the Purchase Agreement or affect the rights of the Parties under the Purchase Agreement, and in the event of any conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control; and

WHEREAS, Assignor and Assignee further wish to enter into this Agreement for the purpose of conveying the Trademarks from Assignor to Assignee in accordance with the terms of the Purchase Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the recitals, terms and Conditions herein, and other good and valuable consideration (including, without limitation, the consideration provided pursuant to the Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title and interest in and to the Trademarks together with any and all renewals, any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation whether prior to or subsequent to the date hereof, of any of the Trademarks, or of any proprietary or other rights in the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

2. Representations and Warranties. Assignor represents and warrants to Assignee:
- a. Assignor has the right, power, and authority to enter into this Agreement;
  - b. this Agreement is valid, binding, and enforceable in accordance with its terms; and
  - c. Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.

3. Miscellaneous.

a. Entire Agreement. This Agreement, along with the Purchase Agreement, contains the entire understanding and agreement between the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

b. Amendment. This Agreement may be amended only by a writing signed by both Parties.

c. Severability. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

d. Agreement to Perform Necessary Acts. The Parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement, including Assignor's agreement to execute such additional documents reasonably necessary to enable Assignee to record the Assignment of the Trademarks in Assignee's name in any country throughout the world.

e. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska without regard to principles of conflict of law. The Parties hereby submit to the exclusive jurisdiction of the state and federal courts sitting in Douglas County, Nebraska for the resolution of disputes arising out of or related to this Agreement.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures hereto may be delivered by facsimile or electronic (.pdf) transmission, each of which shall be deemed originals.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

ASSIGNEE:

ASSIGNOR:

FIRST NATIONAL BANK OF OMAHA

WESTERN ALLIANCE  
BANCORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Randall S. Theison  
Title: Executive Vice President and General Counsel

The undersigned has executed this Trademark Assignment Agreement as of October 1, 2013.

Western Alliance Bancorporation

By: \_\_\_\_\_  
Name: Randall S. Theison  
Title: Executive Vice President and General Counsel

STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa )

Subscribed and sworn to before me this 1 day of October, 2013.



Samantha Daley  
Notary Public

My Commission Expires: July 11, 2017

[SIGNATURE PAGE TO TRADEMARK  
ASSIGNMENT AGREEMENT]



**EXHIBIT A**

All trademarks, service marks, and trade names, registered, unregistered, or the subject of application for registration owned or used by Assignor or Seller containing "P1 Partners First," "PartnersFirst Affinity Services," "PartnersFirst," or any derivation thereof, including, without limitation, the following:

**Mark**

**Registration/File Number**

PARTNERSFIRST AFFINITY SERVICES

U.S. Reg. No. 3750265

PARTNERSFIRST AFFINITY SERVICES

U.S. Reg. No. 3750263



U.S. Reg. No.3750264

**PARTNERSFIRST**