

02/25/2014



Form 10-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/3)

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

103666292

TRADEMARKS ONLY

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 National Bank of George West

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 27, 2014

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SouthTrust Bank National Association

Street Address: 601 Guadalupe Street

City: George West

State: Texas

Country: US Zip: 78022

- Individual(s) Citizenship _____
- Association Citizenship U.S.
- 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: MHE01

Email Address: dmno@dmolaw.com

6. Total number of applications and registrations involved:

3

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

- Authorized Refund Ref: _____
- Enclosed

CHECK REFUND TOTAL: \$36.00

8. Payment Information:

Deposit Account Number: NYFN 00000007 1A6275A

Authorized User Name: _____ 48.00 DP
RP FC: A522 59.00 DP

9. Signature:

Signature

February 3, 2014

Date

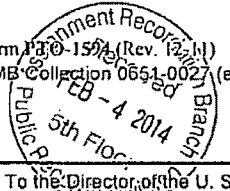
David M. O'Brian

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



MAD 2/25/14 RE-103666292 02/04/14

ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This Assignment Agreement (the "Assignment"), dated January 27, 2014, is made by and between First National Bank of George West, a national banking association with its principal place of business at 601 Guadalupe Street, George West, Texas, 78002 ("Assignor") and the SouthTrust Bank National Association, 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
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 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 NATIONAL BANK OF GEORGE WEST
ASSIGNOR**

By: Stuart Saunders

Name: STUART SAUNDERS

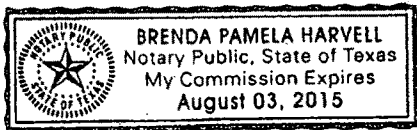
Title: CHAIRMAN OF THE BOARD

STATE OF TEXAS
COUNTY OF Harris

On this day, Stuart Saunders 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.

Brenda Harvell
(signature)

TO and SUBSCRIBED before me by Stuart Saunders 11/27, 2014.



Notary Public in and for the
State of Texas

**SOUTHTRUST BANK NATIONAL ASSOCIATION
ASSIGNEE**

By: Stuart Saunders

Name: STUART SAUNDERS

Title: CHAIRMAN OF THE BOARD