

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BBVA Compass Bancshares, Inc.		02/28/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	St. Johns Investment Management Company, LLC		
Street Address:	7915 Baymeadows Way		
Internal Address:	Suite 230		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3279177	ST. JOHNS	
Registration Number:	3271376	ST. JOHNS INVESTMENT MANAGEMENT	
Registration Number:	3606434	ST. JOHNS WEALTH MANAGEMENT	
Registration Number:	3609175	ST. JOHNS WEALTH MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	skelly@rtlaw.com		
Correspondent Name:	Stephen E. Kelly		
Address Line 1:	1301 RIVERPLACE BOULEVARD		
Address Line 2:	Suite 1500		
Address Line 4:	Jacksonville, FLORIDA 32207		
NAME OF SUBMITTER:	Stephen E. Kelly		
SIGNATURE:	/Steve Kelly/		
DATE SIGNED:	03/19/2014		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and entered into as of February 28, 2014 (the "Effective Date"), by and between BBVA Compass Bancshares, Inc., a Texas corporation (the "Assignor"), and St. Johns Investment Management Company, LLC, a Florida limited liability company (the "Assignee").

WHEREAS, BBVA Wealth Solutions, Inc., a Texas corporation and an affiliate of the Assignor ("BWS"), the Assignee, David W. Price ("DWP"), D. Andrew Price ("DAP") and Melanie Leckwart ("ML") (DWP, DAP and ML being referred to collectively as the "Individuals") have entered into a Purchase, Separation and Release Agreement dated February 27, 2014 (the "Purchase Agreement"), pursuant to which, among other things, certain assets of BWS will be transferred to the Assignee and certain investment management clients of BWS will be transitioned to the Assignee, including all rights, if any, of BWS to the Intangible Assets, as defined in the Purchase Agreement (the "Transaction"); and

WHEREAS, as a condition to and contemporaneously with the Closing (as defined in the Purchase Agreement) of the Transaction contemplated by the Purchase Agreement, BWS is required to deliver a trademark assignment document to the Assignee in which all of the Assignor's rights, title and interest, if any, in and to the Intangible Assets will be assigned to the Assignee; and

WHEREAS, for the purposes of assigning all of its rights, title and interest, if any, in and to the Intangible Assets, the Assignor has agreed to execute and deliver this Trademark Assignment, for recording with appropriate governmental authorities including, but not limited to, the U.S. Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. To induce the Assignee and the Individuals to enter into the Purchase Agreement and the Transaction contemplated by the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest, if any, in and to (a) the registered and common law rights in the Intangible Assets, together with the goodwill of the business connected with the use of, and symbolized by, the Intangible Assets, including, without limitation, the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof, and (b) all associated claims, demands, choses in action and rights of recovery for past infringement thereof, the same to be held and enjoyed by the Assignee, for its own use and benefit, and for that of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor hereby agrees that it will cooperate fully in and will execute and deliver any and all other documents, papers, forms and authorizations and take any and all other actions that may be reasonably necessary or desirable for transferring to Assignee all right, title and interest in and to the Intangible Assets.

3. Representations and Warranties. Assignor hereby represents and warrants that (a) it has not taken any affirmative action to create, or to consent to the existence of, any lien, encumbrance or other adverse claim against, or otherwise pledged or granted any security interest or right of first refusal to, Assignor's ownership rights in and to the Intangible Assets, and to the Knowledge of Assignor, no such liens, encumbrances or other adverse claims exist; and (b) except for those matters disclosed by BWS in the Purchase Agreement, (i) Assignor has not taken any affirmative action to grant any person or entity (other than to the Assignee as contemplated in this Trademark Assignment) any right, title and interest in and to the Intangible Assets, (ii) Assignor has not received any written notices of material infringement or misappropriation from any third party with respect to the Intangible Assets, (iii) to the Knowledge of Assignor, Assignor's use of the Intangible Assets currently is not infringing on the intellectual property of any other person or entity, and (iv) to the Knowledge of Assignor, the Intangible Assets will be available for access and use by the Assignee immediately subsequent to the Closing. **Without limitation to the foregoing, the Assignor makes no representation or warranty as to the Intangible Assets except for those representations and warranties of the Assignor expressly provided for in this Section 3.**

4. No Further Use. Assignor agrees that on and after the Effective Date, it will make no further use of the Intangible Assets.

5. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Trademark Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Trademark Assignment and of signature pages by facsimile transmission and by electronic mail in PDF format shall constitute effective execution and delivery of this Trademark Assignment as to the parties and may be used in lieu of the original Trademark Assignment for all purposes. Signatures of the parties transmitted by facsimile and by electronic mail in PDF format shall be deemed to be their original signatures for all purposes.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

7. Capitalized Terms. Each capitalized term used but not defined in this Trademark Assignment shall have the meaning ascribed to it in the Purchase Agreement.

8. Binding Effect. This Trademark Assignment is binding upon and will insure to the benefit of the parties hereto and their respective successors and assigns.

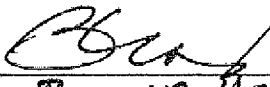
9. Entire Agreement. This Trademark Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both oral and written, between the parties with respect to the subject matter of this Trademark Assignment. This Trademark Assignment may not be modified except in a written agreement executed by both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

BBVA Compass Bancshares, Inc.,
a Texas corporation

By: 
Name: Brian R. Harrison
Its: Senior Vice President

ASSIGNEE:

St. Johns Investment Management Company,
LLC, a Florida limited liability company

By: _____
Name: David W. Price
Its: Sole Member

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the Effective Date.


ASSIGNOR:

BBVA Compass Bancshares, Inc.,
a Texas corporation

By: _____
Name: _____
Its: _____

ASSIGNEE:

St. Johns Investment Management Company,
LLC, a Florida limited liability company

By:  _____
Name: David W. Price
Its: Sole Member

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration No.	Registration Date
St. Johns	3,279,177	8/14/2007
St. Johns Investment Management	3,271,376	7/31/2007
St. Johns Wealth Management	3,606,434	4/14/2009
St. Johns Wealth Management	3,609,175	4/21/2009