

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308412

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of American Fork		06/02/2014	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	People's Utah Bancorp		
<b>Street Address:</b>	33 EAST MAIN ST		
<b>Internal Address:</b>	PO Box 307		
<b>City:</b>	American Fork		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84003		
<b>Entity Type:</b>	CORPORATION: UTAH		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3601652	MYRATE CHECKING	
<b>Registration Number:</b>	3467538	SAVESMART DIRECT	
<b>Registration Number:</b>	3358995		
<b>Registration Number:</b>	4351341	EXPRESSCOLLECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8013649127		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	8015307388		
<b>Email:</b>	jhrees@cnmlaw.com		
<b>Correspondent Name:</b>	John H. Rees		
<b>Address Line 1:</b>	10 East South Temple		
<b>Address Line 2:</b>	Suite 900		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84133		
<b>ATTORNEY DOCKET NUMBER:</b>	50886.101		
<b>NAME OF SUBMITTER:</b>	John H. Rees		
<b>SIGNATURE:</b>	/John H. Rees/		
<b>DATE SIGNED:</b>	06/23/2014		
<b>Total Attachments: 5</b>			

OP \$115.00 3601652

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## Trademark Assignment Agreement

This Trademark Assignment Agreement ("Agreement") is made and entered into by and between Bank of American Fork, a Utah corporation ("Assignor"), and People's Utah Bancorp, a Utah corporation ("Assignee").

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

1. Assignment. In connection with transactions among Assignor and Assignee, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to all of the trademarks identified on the attached Exhibit A, which is incorporated by reference ("Assigned Trademarks"). The Assigned Trademarks include (a) the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, (b) the Assigned Trademarks whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world, (c) all registrations and applications for registration of the Assigned Trademarks, (d) issuances, extensions and renewals of such registrations and applications, (e) all licenses and similar contractual rights with respect to any of the Assigned Trademarks granted by Assignor to any third party, (f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, (g) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world, and (h) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office ("USPTO"), and any other national, federal and state government officials to record and register this Agreement upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. Cooperation. Assignor agrees not to challenge Assignee's rights in and to the Assigned Trademarks, or to take any action whatsoever with respect to the Assigned Trademarks, except as specifically requested or consented to in writing by Assignee, or as provided under this Agreement. Assignor further covenants that Assignor will not create any trademark or service mark in the future which may create a likelihood of confusion with any of the Assigned Trademarks. Assignee shall have the sole right to sue for infringement of the Assigned Trademarks for any claims arising or accruing prior to or

after the date of the execution of this Agreement, and to collect all damages and profits for all such claims and causes of action.

6. General.

a Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

b Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

c Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule.

d Counterparts. This Agreement 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 Agreement delivered by email 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.

[Signatures on following page.]

Dated June 2, 2014.

ASSIGNOR

BANK OF AMERICAN FORK

By William D. Mueller  
Name: William T. N. Mueller  
Title: VP-CFO


ASSIGNEE

PEOPLE'S UTAH BANCORP

By William D. Mueller  
Name: William T. N. Mueller  
Title: VP-CFO

## EXHIBIT A

1. MISCELLANEOUS DESIGN (STYLIZED IMAGE OF A TRIANGULAR SHAPE) described in and identified by the State of Utah as File No. 6411207-0190.
2. ACCOUNTSMART described in and identified by the State of Utah as File No. 8147062-0190.
3. BANK OF AMERICAN FORK described in and identified by the State of Utah as File No. 6141894-0190.
4. BIG CITY BANKING – SMALL TOWN SERVICE, described in and identified by the State of Utah as File No. 5895470-0190.
5. BIZSMART described in and identified by the State of Utah as File No. 6815370-0190.
6. BIZSMART ADVANTAGE described in and identified by the State of Utah as File No. 7276042-0190.
7. CHECKSMART described in and identified by the State of Utah as File No. 2520036-0190.
8. COMMUNITY INTEREST described in and identified by the State of Utah as File No. 8019925-0190.
9. EQUI-LOAN described in and identified by the State of Utah as File No. 2512888-0190.
10. EXPRESSDEPOSIT described in and identified by the State of Utah as File No. 6219341-0190.
11. TELE-BANKING 24/7 described in and identified by the State of Utah as File No. 5401600-0190.
12. MYRATE CHECKING described in and identified by United States Patent and Trademark Office as registration no. 3601652 (serial no. 77531968).
13. SAVESMART DIRECT described in and identified by United States Patent and Trademark Office registration no. 3467538 (serial no. 77340936).

14.  described in and identified by United States Patent and Trademark Office as registration no. 3358995 (serial no. 77151699).

15. EXPRESSCOLLECT described in and identified by United States Patent and Trademark Office as registration no. 4351341 (serial no. 85593872).