

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308448

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Purchase and Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
F.N.B. Corporation		06/19/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Financial Group, Inc.		
<b>Street Address:</b>	600 Washington Blvd.		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2520218	CITIZENS FINANCIAL SERVICES	
<b>Registration Number:</b>	3532949	CITIZENS FINANCIAL SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>	(216) 586-1247		
<b>Email:</b>	skoston@jonesday.com		
<b>Correspondent Name:</b>	Jones Day		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 2:</b>	North Point		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	435285-600001		
<b>NAME OF SUBMITTER:</b>	Timothy P. Fraelich		
<b>SIGNATURE:</b>	/Timothy P. Fraelich/		
<b>DATE SIGNED:</b>	06/23/2014		
<b>Total Attachments: 6</b>			
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<b>TRADEMARK</b>			

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## PURCHASE AND ASSIGNMENT AGREEMENT

This Purchase and Assignment Agreement (“**Agreement**”) is made and entered into this 19<sup>th</sup> day of June, 2014 (“**Effective Date**”) by and between Citizens Financial Group, Inc., a corporation organized under the laws of Delaware (“**Citizens**”), and F.N.B. Corporation, a corporation organized under the laws of Delaware (“**FNB**”) (Citizens and FNB are collectively “**Parties**” and individually a “**Party**”).

WHEREAS, Citizens desires to purchase, and FNB desires to sell, rights in certain trademarks and the associated goodwill.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Citizens and FNB, intending to be legally bound, agree as follows:

1. FNB represents and warrants that:
  - a. It is the record owner of all right, title and interest in and to the following: U.S. Trademark Registration Nos. 2520218 and 3532949 (the “**Registrations**”) for the marks **CITIZENS FINANCIAL SERVICES** and **CITIZENS FINANCIAL SERVICES & design** (the “**FNB Citizens Marks**”);
  - b. The FNB Citizens Marks are valid and subsisting and there are no defects known with respect to the validity of the FNB Citizens Marks;
  - c. FNB has not licensed or assigned the FNB Citizens Marks to any person or entity or granted, either expressly or impliedly, any trademark or service mark rights to the FNB Citizens Marks to any person or entity;
  - d. There are no liens or security interests against the FNB Citizens Marks;
  - e. It has, in connection with its subsidiaries’ operations in Ohio, made continuous use of the FNB Citizens Marks since at least as early as the dates stated in the respective registrations therefor; and
  - f. Neither it nor any affiliated company has any other registrations for, or rights in, any marks that include the word “**Citizens**.”

2. In exchange for the Payment specified in this paragraph, FNB agrees to and does hereby sell and assign the Registrations, together with any rights and goodwill associated with the FNB Citizens Marks, to Citizens. In connection with such assignment, FNB has executed the Trademark Assignment attached hereto as Exhibit A. FNB further assigns to Citizens all claims for damages for reason of past infringement of the FNB Citizens Marks as well as the right to sue and collect the same for its own use and enjoyment and, in this regard, FNB agrees to provide reasonable cooperation and assistance to Citizens. Within five (5) business

days of the Effective Date of this Agreement, Citizens shall pay to FNB the sum of \$1,500,000 (the "Payment") as follows:

First National Bank of Pennsylvania  
166 Main Street  
Greenville, PA 16125  
ABA Number: 043318092  
For Credit to: F.N.B. Corporation  
Account Number: 2026573  
Attn: Debbie Yuran

3. After making the Payment, but not before, Citizens shall have the right to record the Trademark Assignment with the United States Trademark Office and to take whatever other steps it may legally take as owner of the FNB Citizens Marks.

4. FNB shall refrain from, directly or indirectly:

- a. challenging Citizens' ownership of, or validity of, the FNB Citizens Marks, or
- b. opposing, canceling, or otherwise contesting efforts by Citizens to: (i) directly or indirectly register and/or use, (ii) license, (iii) authorize, or (iv) otherwise permit any other party to use any marks incorporating the word "Citizens" or any word similar thereto, including but not limited to the FNB Citizens Marks.

5. Not later than April 1, 2015 (the "Cessation Date"), FNB shall discontinue all use of the FNB Citizens Marks or any mark employing the word "Citizens". Until April 1, 2015, FNB may continue to use the FNB Citizens Marks without liability to Citizens and Citizens fully releases FNB of all liability, covenants not to sue FNB, or otherwise hold FNB liable, as a consequence of FNB's use of the FNB Citizens Marks through April 1, 2015, provided that FNB does nothing to weaken, impair or otherwise diminish the FNB Citizens Marks, other than, above, or beyond, the normal, customary or continued use of the FNB Citizens Marks which FNB has previously undertaken or authorized.

6. For and in consideration of the mutual promises set forth in this Agreement, FNB, on behalf of itself and its parents, subsidiaries, affiliates, officers, directors, partners, members, managers, shareholders, employees, representatives, agents, successors, and assigns, does hereby release and forever discharge Citizens, and Citizens' past, present, and future parents, subsidiaries, affiliates, officers, directors, partners, members, managers, shareholders, employees, representatives, agents, successors, and assigns, from any and all known and unknown claims, demands, costs, debts, and causes of action, arising from or relating to (1) any of the matters referenced or raised by and correspondence or communication between, or from, Citizens to FNB concerning in any way the term CITIZENS, (2) the FNB Citizens Marks, (3) the Registrations and/or (4) Citizens' use of the word "Citizens" in connection with its services and products, from the beginning of the world through the Cessation Date.

7. For and in consideration of the mutual promises set forth in this Agreement, Citizens, on behalf of itself and its parents, subsidiaries, affiliates, officers, directors, partners, members, managers, shareholders, employees, representatives, agents, successors, and assigns, does hereby release and forever discharge FNB, and FNB's past, present, and future parents, subsidiaries, affiliates, officers, directors, partners, members, managers, shareholders, employees, representatives, agents, successors, and assigns, from any and all known and unknown claims, demands, costs, debts, and causes of action, arising from or relating to (1) any of the matters referenced or raised by any correspondence or communications between, or from, Citizens to FNB concerning in any way the term CITIZENS, (2) the FNB Citizens Marks, (3) the Registrations and/or (4) FNB's use of the word "Citizens" in connection with its services and products, from the beginning of the world through the Cessation Date .

8. This Agreement shall bind and inure to the benefit of each Party's parents, subsidiaries, affiliates, officers, directors, partners, members, managers, shareholders, employees, representatives, agents, successors, and assigns.

9. Nothing in this Agreement shall be construed to put FNB, on the one hand, and Citizens, on the other, in the relationship of joint venturers, principal and agent, representative, or affiliate, and neither shall have the right to act on behalf of or to bind the other.

10. The Parties and the individuals executing this Agreement on behalf of the Parties represent and acknowledge that: (a) they have read this Agreement in its entirety; (b) they have been represented by counsel during the drafting and negotiation of this Agreement; (c) they are authorized to execute this Agreement on behalf of the Party; and (d) all necessary company actions have been taken or fulfilled in order to execute this Agreement.

11. Except as expressly set forth herein, this Agreement contains the entire agreement of the Parties with respect to all matters and supersedes all previous agreements and understandings between the Parties, whether written or oral, relating to subject matter addressed herein.

12. This Agreement may be amended or modified only by the Parties' mutual written consent.

13. If any part, term, or provision of this Agreement should be declared invalid, void, or unenforceable, then all remaining parts, terms, and provisions shall remain in full force and effect and shall not be invalidated, impaired, or affected.

14. Any notice or other communication required by this Agreement must be in writing and sent by FedEx, UPS, or certified U.S. Mail to the contact names and addresses listed below. The notice addresses are:

<u>Citizens</u>	<u>FNB Corporation</u>
Sheldon Goldfarb Chief Legal Officer Citizens Financial Group, Inc.	James Orie Chief Legal Officer FNB Corporation

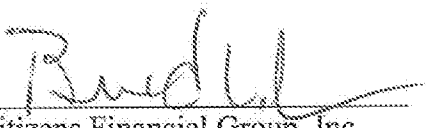
600 Washington Blvd. Stamford, CT 06901	One FNB Boulevard Hermitage, PA 16148
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15. The Parties shall do all further acts and execute any documents which may be reasonably necessary in order to carry out the purposes of this Agreement.

16. This Agreement may be signed in counterparts and the signed counterparts shall be construed as one instrument for all purposes. Signed copies sent by facsimile or by electronic mail shall be treated as original signatures.

17. The Parties agree that the existence and terms of this Agreement are strictly confidential and may not be disclosed to third parties, except for: the parties' legal counsel, financial auditors, accountants, consultants, and insurers; as may be required by law; or in connection with any legal or administrative proceeding between the Parties relating to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

  
Citizens Financial Group, Inc.  
by Brad Conner  
Vice Chairman, Consumer Banking

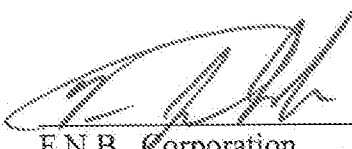
  
F.N.B. Corporation  
by Vincent J. Delie, Jr.  
C.E.O.

EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective and entered into on this \_\_\_\_ day of June, 2014, by and between F.N.B. Corporation ("Assignor") and Citizens Financial Group, Inc. ("Assignee").


WHEREAS, Assignor and Assignee are parties to a certain Purchase and Assignment Agreement effective as of June 19, 2014, pursuant to the terms of which Assignor agreed to assign Assignor's registrations Nos. 2520218 and 3532949 for the mark CITIZENS FINANCIAL SERVICES and CITIZENS FINANCIAL SERVICES & design (the "Marks"), and any rights and goodwill associated therewith to Assignee; and


WHEREAS, Assignor and Assignee are desirous of making this Assignment a matter of record in the U.S. Patent and Trademark Office and with any other appropriate foreign or international office or registrar.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey, and transfer to Assignee, and Assignee does hereby accept, the entire right, title, and interest in, to, and under said Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with the goodwill of the business in connection with which the Marks are used and all rights of enforcement and recovery for past, present, or future infringements or unauthorized uses of the Marks. Assignor further agrees to execute and deliver any documents necessary or appropriate to give effect to the intent and terms of this Assignment.

This Assignment may be executed in counterpart copies and receipt by facsimile or by electronic mail of executed copies will be legally binding.

IN TESTIMONY WHEREOF, the parties, hereto have, through their duly authorized representatives, executed this Assignment, this 19<sup>th</sup> day of June, 2014.

  
\_\_\_\_\_  
F.N.B. Corporation  
by Vincent J. Delio, Jr.  
C.E.O.

  
\_\_\_\_\_  
Citizens Financial Group, Inc.  
by Brad Conner  
Vice Chairman, Consumer Banking