

TRADEMARK ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Independent Bankers' Bank | | 12/18/2009 | CORPORATION: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Federal Deposit Insurance Corporation | | |
| Street Address: | 1601 Bryan Street | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | FEDERAL AGENCY: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3479103 | DIGITAL DEPOSIT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2147455390 | | |
| <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> | | | |
| Phone: | 214.745.5370 | | |
| Email: | jmuennink@winstead.com | | |
| Correspondent Name: | Janie Muennink c/o Winstead PC | | |
| Address Line 1: | P.O. Box 131851 | | |
| Address Line 4: | Dallas, TEXAS 75313 | | |
| ATTORNEY DOCKET NUMBER: | 13341-K038US | | |
| NAME OF SUBMITTER: | Janie Muennink | | |
| SIGNATURE: | /Janie Muennink/ | | |
| DATE SIGNED: | 08/08/2014 | | |
| Total Attachments: 7 | | | |
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TRADEMARK

PURCHASE AND ASSUMPTION AGREEMENT

INSURED DEPOSITS

AMONG

**FEDERAL DEPOSIT INSURANCE CORPORATION,
RECEIVER OF INDEPENDENT BANKERS' BANK,
SPRINGFIELD, ILLINOIS**

FEDERAL DEPOSIT INSURANCE CORPORATION

and

INDEPENDENT BANKERS' BANK BRIDGE BANK, NATIONAL ASSOCIATION

DATED AS OF

December 18, 2009

TRADEMARK

REEL: 005339 FRAME: 0782

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PURCHASE AND ASSUMPTION AGREEMENT

INSURED DEPOSITS

THIS AGREEMENT, made and entered into as of **December 18, 2009**, by and among the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER** of **INDEPENDENT BANKERS' BANK, SPRINGFIELD, ILLINOIS** (the "Receiver"), **INDEPENDENT BANKERS' BANK BRIDGE BANK, NATIONAL ASSOCIATION**, organized under the laws of the United States of America, and having its principal place of business in Springfield, Illinois, (the "Assuming Bank"), and the **FEDERAL DEPOSIT INSURANCE CORPORATION**, organized under the laws of the United States of America and having its principal office in Washington, D.C., acting in its corporate capacity (the "Corporation").

WITNESSETH:

WHEREAS, on Bank Closing, the Chartering Authority closed **INDEPENDENT BANKERS' BANK** (the "Failed Bank") pursuant to applicable law and the Corporation was appointed Receiver thereof; and

WHEREAS, in accordance with 12 U.S.C. Section 1821(n), when any insured bank is in default, the Corporation in its discretion may establish a bridge bank which shall be a national bank, to (i) assume such deposits and such other liabilities and purchase such assets of one or more banks in default as the Corporation in its discretion determines to be appropriate, and (ii) perform such other temporary functions as the Corporation may prescribe in accordance with the Federal Deposit Insurance Act, all upon the determination by the Board of Directors of the Corporation (the "Board") that one or more conditions as specified in 12 U.S.C. Section - 1821(n)(2)(A) exists with respect to such bank or banks in default; and

WHEREAS, the Assuming Bank has been chartered as a bridge bank in accordance with 12 U.S.C. Section 1821(n); and

WHEREAS, the Board has determined pursuant to 12 U.S.C. Section 1821(n)(2)(A)(i) and (iii), respectively, that the amount which is reasonably necessary to operate the Assuming Bank will not exceed the amount which is reasonably necessary to save the cost of liquidating, including paying the insured accounts of, the Failed Bank, and that the continued operation of the Failed Bank is in the best interest of the public; and

WHEREAS, the Assuming Bank is unwilling to assume the Failed Bank's liabilities to certain creditors in consideration for the acquisition by it of certain of the Failed Bank's assets as

provided in this Agreement, having concluded that the value of such assets is less than the amount of the liabilities assumed hereunder, and the Assuming Bank has therefore required as a condition to entering into this Agreement that the Corporation (i) agree to undertake the obligations of the Corporation as provided in this Agreement, and (ii) provide indemnification pursuant to Article XI; and

WHEREAS, the Assuming Bank desires to purchase certain assets and assume certain deposit and other liabilities of the Failed Bank on the terms and conditions set forth in this Agreement; and

WHEREAS, pursuant to 12 U.S.C. Section 1823(c)(2)(A), the Corporation may provide assistance to the Assuming Bank to facilitate the transactions contemplated by this Agreement, which assistance may include indemnification pursuant to Article XII; and

WHEREAS, the Board of Directors of the Corporation (the "Board") has determined to provide assistance to the Assuming Bank on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Board has determined pursuant to 12 U.S.C. Section 1823(c)(4)(A) that such assistance is necessary to meet the obligation of the Corporation to provide insurance coverage for the insured deposits in the Failed Bank and is the least costly to the deposit insurance fund of all possible methods for meeting such obligation.

NOW THEREFORE, in consideration of the mutual promises herein set forth and other valuable consideration, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Article I, or elsewhere in this Agreement. As used herein, words imparting the singular include the plural and vice versa.

"Accounting Records" means the general ledger and subsidiary ledgers and supporting schedules which support the general ledger balances.

"Acquired Subsidiaries" has the meaning provided in Section 3.1.

"Affiliate" of any Person means any director, officer, or employee of that Person and any other Person (i) who is directly or indirectly controlling, or controlled by, or under direct or indirect common control with, such Person, or (ii) who is an affiliate of such Person as the term "affiliate" is defined in Section 2 of the Bank Holding Company Act of 1956, as amended, 12 U.S.C. Section 1841.

"Agreement" means this Purchase and Assumption Agreement by and among the Assuming Bank, the Corporation and the Receiver, as amended or otherwise modified from time to time.

"Assets" means all assets of the Failed Bank purchased pursuant to Section 3.1. Assets owned by Subsidiaries of the Failed Bank are not "Assets" within the meaning of this definition.

"Assumed Deposits" means Insured Deposits, (excluding, however, brokered deposits, as defined by 12 USC 1831f), the uninsured portion of the Guaranteed Transaction Accounts and Deposits of public money (other than such liabilities that are Insured Deposits) in the Failed Bank to the extent such Deposits are properly and fully secured.

In the event that a depositor's aggregate Deposits in the Failed Bank are in excess of its Insured Deposit, the Corporation, in accordance with its standard policies and procedures, shall determine which Deposits are assumed.

A Deposit in the form of a negotiable instrument shall not be assumed by or transferred to the Assuming Bank, and any interest with respect thereto as provided in this Agreement shall not accrue or be paid until the owner thereof shall provide proof satisfactory to the Corporation that such negotiable instrument was negotiated to such owner prior to Bank Closing, as provided in 12 C.F.R. Section 330.4(b)(4)

"Bank Closing" means the close of business of the Failed Bank on the date on which the Chartering Authority closed such institution.

"Bank Premises" means the banking houses, drive-in banking facilities, and teller facilities (staffed or automated) together with adjacent parking, storage and service facilities and structures connecting remote facilities to banking houses, and land on which the foregoing are located, and unimproved land that are owned or leased by the Failed Bank and that have formerly been utilized, are currently utilized, or are intended to be utilized in the future by the Failed Bank as shown on the Accounting Record of the Failed Bank as of Bank Closing.

"Book Value" means, with respect to any Asset and any Liability Assumed, the dollar amount thereof stated on the Accounting Records of the Failed Bank. The Book Value of any item shall be determined as of Bank Closing after adjustments made by the Receiver for differences in accounts, suspense items, unposted debits and credits, and other similar adjustments or corrections and for setoffs, whether voluntary or involuntary. The Book Value of an Acquired Subsidiary shall be determined from the investment in subsidiary and related accounts on the "bank only" (unconsolidated) balance sheet of the Failed Bank based on the equity method of accounting. Without limiting the generality of the foregoing, (i) the Book Value of a Liability Assumed shall include all accrued and unpaid interest thereon as of Bank Closing, and (ii) the Book Value of a Loan shall reflect adjustments for earned interest, or unearned

Corporation and the Assuming Bank any legal or equitable right, remedy or claim under or with respect to this Agreement or any provisions contained herein, it being the intention of the parties hereto that this Agreement, the obligations and statements of responsibilities hereunder, and all other conditions and provisions hereof are for the sole and exclusive benefit of the Receiver, the Corporation and the Assuming Bank and for the benefit of no other Person.

13.6 Modification; Assignment. No amendment or other modification, rescission, release, or assignment of any part of this Agreement shall be effective except pursuant to a written agreement subscribed by the duly authorized representatives of the parties hereto.

13.7 Notice. Any notice, request, demand, consent, approval or other communication to any party hereto shall be effective when received and shall be given in writing, and delivered in person against receipt therefor, or sent by certified mail, postage prepaid, courier service, telex or facsimile transmission to such party (with copies as indicated below) at its address set forth below or at such other address as it shall hereafter furnish in writing to the other parties. All such notices and other communications shall be deemed given on the date received by the addressee.

Assuming Bank

Independent Bankers' Bank Bridge Bank, National Association
3161 West White Oaks Drive, Suite 300
Springfield, Illinois 62704

Attention: Gayle Earls
Chief Executive Officer

Receiver and Corporation

Federal Deposit Insurance Corporation,
Receiver of INDEPENDENT BANKERS' BANK, SPRINGFIELD, ILLINOIS
1601 Bryan St.
Dallas, Texas 75201

Attention: Settlement Manager

with copy to: Regional Counsel (Litigation Branch)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**FEDERAL DEPOSIT INSURANCE CORPORATION,
RECEIVER OF INDEPENDENT BANKERS' BANK,
SPRINGFIELD, ILLINOIS**

BY: Mitchell L. Dlassoman

TITLE: DIRECTOR, DIVISION OF RESOLUTIONS
AND RECEIVERSHIPS

Attest:

John A. Aubrey

FEDERAL DEPOSIT INSURANCE CORPORATION

BY: Mitchell L. Dlassoman

TITLE: DIRECTOR, DIVISION OF RESOLUTIONS
AND RECEIVERSHIPS

Attest:

John A. Aubrey

**INDEPENDENT BANKERS' BANK BRIDGE BANK,
NATIONAL ASSOCIATION, SPRINGFIELD, ILLINOIS**

BY: Mitchell L. Dlassoman

TITLE: DIRECTOR, DIVISION OF RESOLUTIONS
AND RECEIVERSHIPS

Attest:

John A. Aubrey