

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313396

<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>
Federal Deposit Insurance Corporation		01/13/2010	FEDERAL AGENCY: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TIB The Independent Bankers' Bank		
<b>Street Address:</b>	350 Phelps Court, Suite 200		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75028		
<b>Entity Type:</b>	Bankers' Association: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3479103	DIGITAL DEPOSIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
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<b>Correspondent Name:</b>	Janie Muennink c/o Winstead PC		
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<b>ATTORNEY DOCKET NUMBER:</b>	13341-K038US		
<b>NAME OF SUBMITTER:</b>	Janie Muennink		
<b>SIGNATURE:</b>	/Janie Muennink/		
<b>DATE SIGNED:</b>	08/08/2014		
<b>Total Attachments: 5</b>			
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**PURCHASE AND ASSUMPTION AGREEMENT**

**ALL DEPOSIT**

**AMONG**

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

**FEDERAL DEPOSIT INSURANCE CORPORATION**

**and**

**TIB-THE INDEPENDENT BANKERSBANK**

**DATED AS OF**

**January 13, 2010**

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**PURCHASE AND ASSUMPTION AGREEMENT**

**ALL DEPOSIT**

**THIS AGREEMENT**, made and entered into as of [Date], by and among the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER of INDEPENDENT BANKERS' BANK BRIDGE BANK, NATIONAL ASSOCIATION, SPRINGFIELD, ILLINOIS** (the "Receiver"), **TIB-THE INDEPENDENT BANKERSBANK**, organized under the laws of Texas , and having its principal place of business in Irving, Texas (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 Date, the Chartering Authority closed **INDEPENDENT BANKERS' BANK BRIDGE BANK, NATIONAL ASSOCIATION** (the "Failed Bank") pursuant to applicable law and the Corporation was appointed Receiver thereof; 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 supporting subsidiary ledgers and schedules.

**"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 Deposits.

**"Bank Closing Date"** 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 appurtenant parking, storage and service facilities and structures connecting remote facilities to banking houses, and land on which the foregoing are located, 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.

**"Bid Amount"** has the meaning provided in Article VII.

**"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 a Subsidiary of the Failed Bank acquired by the Assuming Bank 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

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  
BRIDGE BANK, NATIONAL ASSOCIATION,  
SPRINGFIELD, ILLINOIS**

BY: Michael W. Lamb  
Michael W. Lamb

TITLE: Receiver In Charge

Attest:

Michael W. Lamb

**FEDERAL DEPOSIT INSURANCE CORPORATION**

BY: Michael W. Lamb  
Michael W. Lamb

TITLE: Attorney In Fact

Attest:

Michael W. Lamb

**TIB-THE INDEPENDENT BANKERSBANK**

BY: Charles R. Hanney  
TITLE: EVP & CFO

Attest:

Charles R. Hanney