

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330083

<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>
Zions Bancorporation		12/23/2014	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zions First National Bank		
<b>Street Address:</b>	One South Main Street		
<b>Internal Address:</b>	Suite 1100		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84133		
<b>Entity Type:</b>	INC. ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 45</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4365395	AMAZING	
<b>Registration Number:</b>	4251486	AMAZING CASH	
<b>Registration Number:</b>	4432605	AMAZING CASH	
<b>Registration Number:</b>	4648489	AMAZING DEALS	
<b>Registration Number:</b>	4648490	AMAZING DEALS	
<b>Registration Number:</b>	4251529	AMAZING LAUNCH	
<b>Registration Number:</b>	4432604	AMAZING LAUNCH	
<b>Registration Number:</b>	4251487	AMAZING RATE	
<b>Registration Number:</b>	4432603	AMAZING RATE	
<b>Registration Number:</b>	3764987	AMAZING REWARDS	
<b>Registration Number:</b>	3764988	AMAZING REWARDS	
<b>Registration Number:</b>	3349381	ANYTIME DEPOSITS	
<b>Registration Number:</b>	3810271	ANYTIME GATEWAY	
<b>Registration Number:</b>	2246097	BANKING WHEREVER, WHENEVER YOU LIKE	
<b>Registration Number:</b>	3638415	BANK JR.	
<b>Registration Number:</b>	4128849	CHEAPSTER	
<b>Registration Number:</b>	3430082	COMMUNITY	
<b>Registration Number:</b>	3328091	COMMUNITY MAGAZINE	

OP \$1140.00 4365395

Property Type	Number	Word Mark
Registration Number:	4017300	COURTESY APPROVAL
Registration Number:	3451197	ESOARS
Registration Number:	4145851	HOMEOWNER'S CAFÉ
Registration Number:	3622760	KIDSGREEN
Registration Number:	4474001	
Registration Number:	3137877	MYALERTS
Registration Number:	3547999	MYPHOTOCARD
Registration Number:	4110186	PURCHASE ALERTS
Registration Number:	4042003	REDDI-ACCESS
Registration Number:	4198574	REDDI-RESPONSE
Registration Number:	3973138	SPEAKING ON BUSINESS
Registration Number:	3623016	TEENGREEN
Registration Number:	3921991	TOPS POWERED BY PEOPLE
Registration Number:	3632746	TREASURY GATEWAY
Registration Number:	3690157	TREASURY GATEWAY
Registration Number:	2568591	ULTIMATE CD
Registration Number:	2437283	WE HAVEN'T FORGOTTEN WHO KEEPS US IN BUS
Registration Number:	2380325	ZIONS
Registration Number:	2381006	ZIONS BANK
Registration Number:	2531436	ZIONSBANK.COM
Registration Number:	3970425	ZIONSFX
Registration Number:	3487199	ZIONS+MED
Registration Number:	3474868	ZIONS+MED
Registration Number:	3474870	ZIONS+MED
Registration Number:	3180413	ZIONS DIRECT
Serial Number:	86351357	AMAZING DEALS
Serial Number:	86351347	AMAZING DEALS

**CORRESPONDENCE DATA**

Fax Number: 8013649127

*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.*

Phone: 8015307388

Email: jhrees@cnmlaw.com

Correspondent Name: John H. Rees

Address Line 1: 10 East South Temple

Address Line 2: Suite 900

Address Line 4: Salt Lake City, UTAH 84133

ATTORNEY DOCKET NUMBER: Z0151.020251

<b>NAME OF SUBMITTER:</b>	John H. Rees
<b>SIGNATURE:</b>	/John H. Rees/
<b>DATE SIGNED:</b>	01/26/2015
<b>Total Attachments: 9</b> source=Trademark Assignment Agreement (Zions Bancorporation and Zions Bank)#page1.tif source=Trademark Assignment Agreement (Zions Bancorporation and Zions Bank)#page2.tif source=Trademark Assignment Agreement (Zions Bancorporation and Zions Bank)#page3.tif source=Trademark Assignment Agreement (Zions Bancorporation and Zions Bank)#page4.tif source=Trademark Assignment Agreement (Zions Bancorporation and Zions Bank)#page5.tif source=Trademark Assignment Agreement (Zions Bancorporation and Zions Bank)#page6.tif source=Trademark Assignment Agreement (Zions Bancorporation and Zions Bank)#page7.tif source=Trademark Assignment Agreement (Zions Bancorporation and Zions Bank)#page8.tif source=Trademark Assignment Agreement (Zions Bancorporation and Zions Bank)#page9.tif	

## Trademark Assignment Agreement

This Trademark Assignment Agreement ("Agreement") is made and entered into by and between Zions Bancorporation, a Utah corporation ("Assignor"), and Zions First National Bank, a national association ("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 a regulatory plan adopted, or to be adopted, by Assignor and its affiliates, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, as one of its affiliates, 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. Notwithstanding anything to the contrary in this Agreement, no intent to use application is assigned by this Agreement until the application matures into registration, and the trademark identified in the application is registered in the United States Patent and Trademark Office. Upon registration of the trademark, no further act is necessary for the assignment of the application and resulting registration to be effective.

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. 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.

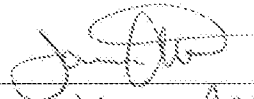
e Electronic Signatures. Assignor and Assignee expressly agree that they may, but are not obligated to, conduct this transaction electronically, including by scan, email, fax, or other electronic means, pursuant to the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq. and the applicable Uniform Electronic Transactions Act, as amended or substituted. An electronic signature shall have the same effect as an ink signature, and the enforceability of this Agreement shall not be affected because it has been signed electronically or digitally. The person signing this Agreement by electronic means is the person represented as the signer of this Agreement, and he or she has full power and authority to electronically sign this Agreement.

[Signatures on following page.]

Dated December 23, 2014.

ASSIGNOR

ZIONS BANCORPORATION

By   
Name: JAMES ABBOTT  
Title: DIRECTOR / INVESTOR RELATIONS

ASSIGNEE

ZIONS FIRST NATIONAL BANK

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated December \_\_\_\_\_, 2014.

ASSIGNOR

ZIONS BANCORPORATION

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE

ZIONS FIRST NATIONAL BANK

By [Signature]  
Name: Robert Strough  
Title: Executive Vice President

Exhibit A

Assigned Trademarks

Federally Registered Trademarks

<u>Trademarks</u>	<u>Registration No.</u>
AMAZING (STYLIZED)	4,365,395
AMAZING CASH (STYLIZED/DESIGN)	4,251,486
AMAZING CASH	4,432,605
AMAZING DEALS	4,648,489
AMAZING DEALS (STYLIZED/ DESIGN)	4,648,490
AMAZING LAUNCH (STYLIZED/ DESIGN)	4,251,529
AMAZING LAUNCH	4,432,604
AMAZING RATE (STYLIZED/DESIGN)	4,251,487
AMAZING RATE	4,432,603
AMAZING REWARDS	3,764,987
AMAZING REWARDS (Stylized)	3,764,988
ANYTIME DEPOSITS	3,349,381
ANYTIME GATEWAY	3,810,271
BANKING WHEREVER, WHENEVER YOU LIKE	2,246,097
BANK JR.	3,638,415
CHEAPSTER	4,128,849
COMMUNITY	3,430,082



COMMUNITY MAGAZINE	3,328,091
COURTESY APPROVAL	4,017,300
ESOARS	3,451,197
HOMEOWNER'S CAFÉ	4,145,851
KIDSGREEN	3,622,760
MISCELLANEOUS DESIGN (HOUSE LOGO)	4,474,001
MYALERTS	3,137,877
MYPHOTOCARD	3,547,999
PURCHASE ALERTS (WITH DESIGN)	4,110,186
REDDI-ACCESS	4,042,003
REDDI-RESPONSE	4,198,574
SPEAKING ON BUSINESS	3,973,138
TEENGREEN	3,623,016
TOPS POWERED BY PEOPLE (WITH DESIGN)	3,921,991
TREASURY GATEWAY	3,632,746
TREASURY GATEWAY	3,690,157
ULTIMATE CD	2,568,591
WE HAVEN'T FORGOTTEN WHO KEEPS US IN BUSINESS	2,437,283
ZIONS	2,380,325
ZIONS BANK	2,381,006
ZIONS BANK.COM	2,531,436

ZIONSFX	3,970,425
ZIONS+MED	3,487,199
ZIONS+MED	3,474,868
ZIONS+MED	3,474,870
ZIONS DIRECT	3,180,413

Common Law and Other Trademarks

<u>Trademark</u>	<u>Serial/File No.</u>
AMAZING DEALS	86351357
AMAZING DEALS (STYLIZED/ DESIGN)	86351347
AMAZING MERCHANT PORTAL	85968146
AMAZING MERCHANT PORTAL (STYLIZED/ DESIGN)	85968177
AMAZING SAVINGS	85968375
AMAZING SAVINGS (STYLIZED/ DESIGN)	85968430
AMAZING TRAVEL	85968479
AMAZING TRAVEL (STYLIZED/ DESIGN)	85968457
AMAZING WALLET	85968291
AMAZING WALLET (STYLIZED/ DESIGN)	85968327

State Trademarks

<u>Trademark</u>	<u>State</u>	<u>File No.</u>
PRIVATE BANKING	Colorado	921074778
EASY DOES IT	Idaho	18126
PRIVATE BANKING	Wyoming	000275077
PRIVATE BANKING	New Mexico	92061611
PRIVATE BANKING	Nevada	00250329
PRIVATE BANKING	Arizona	030762
PRIVATE BANKING	Utah	2518465-0190
REDDI-ACCESS	Utah	6347913-0190
TELELOAN	Utah	2514842-0190
ZIONS BANK GOLD ACCOUNT	Utah	6322744-0190

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