

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368486

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZB, N.A., a national banking association, successor by merger to Amegy Bank National Association, national banking association	FORMERLY Amegy Bank National Association	01/01/2016	a national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	ZB, N.A.
Street Address:	One South Main Street
Internal Address:	Suite 1100
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84133
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86425722	WORKLIFE BANKING
Registration Number:	3181782	A
Registration Number:	3263079	AGILITY
Registration Number:	3269288	AMEGY
Registration Number:	2979655	AMEGY BANK
Registration Number:	3105196	AMEGYBANK
Registration Number:	3804745	AMEGYCONNECT
Registration Number:	4384487	AMEGY WEALTH VIEW
Registration Number:	4679666	EL BANCO 'A'
Registration Number:	3676241	SMART YIELD CHECKING
Registration Number:	3063112	THE 'A' BANK

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.

OP \$290.00 86425722

Phone: 801-530-7388
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:	AMEGY BANK
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NAME OF SUBMITTER:	John H. Rees
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SIGNATURE:	/John H. Rees/
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DATE SIGNED:	01/08/2016
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Total Attachments: 5

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Trademark Assignment Agreement

This Trademark Assignment Agreement ("Agreement") is made and entered into by and between ZB, N.A., a national banking association, successor by merger to Amegy Bank National Association, national banking association ("Assignor"), and ZB, N.A., a national banking 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 the consolidation of several affiliated banking entities into a single entity, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, all of Assignor's right, title and interest in and to all of its trademarks, including, without limitation, 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. Pursuant to 15 USC Section 1060, this assignment includes all intent to use applications (filed under 15 USC Section 1051(b)) of Assignor.

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 January 1, 2016.

ASSIGNOR

ZB, N.A., a national banking association,
successor by merger to AMEGY BANK
NATIONAL ASSOCIATION

By 
Name: Rena Miller
Title: SVP, Managing Legal Counsel

ASSIGNEE

ZB, N.A.

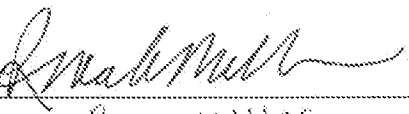
By 
Name: Rena Miller
Title: SVP, Managing Legal Counsel

Exhibit A

Assigned Trademarks

<u>Trademark</u>	<u>Registration No.</u>
A	3,181,782
AGILITY	3,263,079
AMEGY	3,269,288
AMEGY BANK	2,979,655
AMEGYBANK (STYLIZED)	3,105,196
AMEGYCONNECT	3,804,745
AMEGY WEALTH VIEW	4,384,487
EL BANCO 'A'	4,679,666
SMART YIELD CHECKING	3,676,241
THE 'A' BANK	3,063,112

Common Law and Other Trademarks

Trademark

Serial/File No.

WORKLIFE BANKING

86425722