

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESSEX CREDIT CORPORATION		01/31/2015	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	BANK OF THE WEST		
Street Address:	180 MONTGOMERY STREET		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	CALIFORNIA BANKING CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2591075	BOAT LOANS MADE EASY	
CORRESPONDENCE DATA			
Fax Number:	2132264028		
<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:	213-488-7100		
Email:	kevin.davis@pillsburylaw.com		
Correspondent Name:	MARCUS D. PETERSON, ESQ.		
Address Line 1:	PILLSBURY WINTHROP SHAW PITTMAN LLP		
Address Line 2:	725 SOUTH FIGUEROA STREET, SUITE 2800		
Address Line 4:	LOS ANGELES, CALIFORNIA 90017-5406		
ATTORNEY DOCKET NUMBER:	079979-0434147		
NAME OF SUBMITTER:	MARCUS D. PETERSON		
SIGNATURE:	/Marcus D. Peterson/		
DATE SIGNED:	01/27/2016		
Total Attachments: 6			
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DEED OF ASSIGNMENT

WHEREAS, Essex Credit Corporation, a Connecticut Corporation, is the registered owner of the following trademark, which has been registered in the United States:

- Trademark Reg. No. 2591075 for the mark BOAT LOANS MADE EASY in International Class 36.

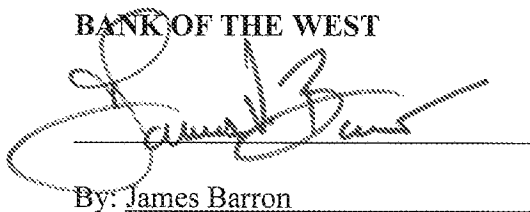
WHEREAS, Essex Credit Corporation merged with and into Bank of the West, a California banking corporation (see Attached Exhibit A); such merger including all assets of Essex Credit Corporation, which includes all right, title and interest, and goodwill associated with the above-referenced trademark and trademark registration;

WHEREAS, Bank of the West desires that the assignment of the above-referenced trademarks be made a matter of record in the United States Patent and Trademark Office; and

NOW THEREFORE, by virtual of the merger, Essex Credit Corporation has assigned, transferred and conveyed to Bank of the West all of its right, title, and interest in and to the above-referenced trademarks, together with all goodwill of the business symbolized by the mark and the registration of the mark.

IN WITNESS WHEREOF, Bank of the West has caused this Deed of Assignment to be executed effective as of January __, 2015.

BANK OF THE WEST



By: James Barron

Title: Senior Vice President – Sales, Marketing and Business Development Manager

Date: 03/23/15

EXHIBIT A

AGREEMENT AND PLAN OF MERGER
OF
ESSEX CREDIT CORPORATION
WITH AND INTO
BANK OF THE WEST

THIS AGREEMENT AND PLAN OF MERGER, dated as of September __, 2014 (this "*Merger Agreement*"), is made and entered into by and between ESSEX CREDIT CORPORATION, a Connecticut corporation ("*Essex*" or the "*Disappearing Corporation*"), and Bank of the West, a California banking corporation ("*BW*" or the "*Surviving Corporation*").

W I T N E S S E T H:

WHEREAS, the Boards of Directors of BW and Essex have approved, authorized and consented to the adoption of a plan of liquidation of Essex whereby Essex will be liquidated by merging with and into BW (the "*Merger*"); and

WHEREAS, BW owns all of the issued and outstanding capital stock of Essex; and

WHEREAS, the Boards of Directors of BW and Essex have approved, and deem it advisable and in the best interests of BW, Essex and their respective shareholders that BW and Essex consummate the Merger.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Merger Agreement, the parties to this Merger Agreement hereby agree that Essex shall be merged with and into BW in accordance with applicable federal and state laws and upon the terms and subject to the conditions set forth as follows:

1. The Merger. On the Effective Date (as hereinafter defined), the Disappearing Corporation shall be merged with and into the Surviving Corporation. The Merger shall become effective at 11:59 p.m., California time (the "*Effective Time*"), on September 30, 2014, which shall be the date of filing of the Merger Agreement with the Secretary of State of the State of California and with the Secretary of State of the State of Connecticut (the "*Effective Date*").

2. Articles of Incorporation and By-laws. The Articles of Incorporation and By-laws, respectively, of the Surviving Corporation in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation and By-laws, respectively, of the Surviving Corporation until amended as provided by law.

3. Officers and Directors. From and after the Effective Time and until they shall have resigned or shall have been legally removed or until their respective successors shall have been elected or appointed and qualified, (a) the officers of the Surviving Corporation immediately prior to the Effective Time shall be those persons who are the officers of the Surviving Corporation, and (b) the directors of the Surviving Corporation immediately prior

to the Effective Time shall be those persons who are the directors of the Surviving Corporation.

4. Effect of the Merger.

4.1 All assets, rights, privileges, immunities, powers, franchises and interests of the Disappearing Corporation and the Surviving Corporation in and to every type of property (real, personal and mixed) and choses in action, as they exist as of the Effective Time, including appointments, designations and nominations and all other rights and interests as trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, assignee, receiver and in every other fiduciary capacity, shall pass and be transferred to and vest in the Surviving Corporation by virtue of the Merger at the Effective Time without any deed, conveyance or other transfer. The corporate existence of the Surviving Corporation as a California corporation shall continue unaffected and unimpaired upon consummation of the Merger and the separate corporate existence of the Disappearing Corporation shall cease at and as of the Effective Time.

4.2 From and after the Effective Time, the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the Surviving Corporation and the Disappearing Corporation. Any claim existing or action or proceeding pending by or against the Surviving Corporation or the Disappearing Corporation at the Effective Time thereafter may be prosecuted as if the Merger had not taken place or, in connection with any such action or proceeding to which the Disappearing Corporation is a party, the Surviving Corporation may be substituted in place of the Disappearing Corporation. Neither the rights of creditors nor any liens upon the property of either the Surviving Corporation or the Disappearing Corporation shall be impaired by reason of the Merger.

5. Effect of Merger on Outstanding Shares.

5.1 Surviving Corporation. Each share of the common stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Time shall continue to be issued and outstanding from and after the Effective Time.

5.2 Disappearing Corporation. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of the capital stock of the Disappearing Corporation, each share of Essex Common Stock issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall automatically be canceled without consideration and retired and shall cease to exist.

6. Further Assurances. From time to time as and when requested by the Surviving Corporation and to the extent permitted by law, the officers and directors of the Disappearing Corporation and the Surviving Corporation and, in the case of actions to be taken after the Effective Time, the officers and directors who are last in office prior to the Effective Time shall execute and deliver such assignments, deeds and other instruments and shall take or cause to be taken such further or other action as shall be necessary in order to consummate the Merger, vest or perfect in or to confirm of record or otherwise to the Surviving Corporation title to, and possession of, all of the assets, rights, franchises and

interests of the Disappearing Corporation and the Surviving Corporation in and to every type of property (real, personal and mixed) and choses in action, and otherwise to carry out the purposes of this Merger Agreement, and the proper officers and directors of the Surviving Corporation are fully authorized to take any and all such action in the name of the Disappearing Corporation or the Surviving Corporation or otherwise.

7. Termination and Amendment. Prior to the Effective Time, this Merger Agreement may be terminated by the mutual consent of the Boards of Directors of the Disappearing Corporation and the Surviving Corporation, and may be amended by the mutual consent of the Boards of Directors of the Disappearing Corporation and the Surviving Corporation and the approval of the shareholders of the Disappearing Corporation and the Surviving Corporation.

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8. Counterparts. This Merger Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all of which shall be deemed but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Merger Agreement as of the date first written above.

ESSEX CREDIT CORPORATION

By _____

Name: Paul Wible

Title: President and Chief Executive Officer

By _____

Name: G. Buddy Ikeda

Title: Secretary

BANK OF THE WEST

By _____

Name: J. Michael Shepherd

Title: Chairman and Chief Executive Officer

By _____

Name: Vanessa Washington

Title: Senior Executive Vice President,
General Counsel and Secretary