

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AmFirst Bank		07/01/2017	Chartered Bank: NEBRASKA
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	1401 N Street		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68508		
Entity Type:	Chartered Bank: NEBRASKA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4141675	1 AMFIRST BANK N.A.	
Registration Number:	4141677	1 AMFIRST BANK N.A. SECOND TO NONE	
Registration Number:	4141673	AMFIRST	
Registration Number:	2305835	AMFIRST BANK	
CORRESPONDENCE DATA			
Fax Number:	4023909005		
<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:	4023909500		
Email:	ip@koleyjessen.com		
Correspondent Name:	Roberta L. Christensen		
Address Line 1:	1125 S 103rd Street		
Address Line 2:	One Pacific Place, Suite 800		
Address Line 4:	Omaha, NEBRASKA 68124		
NAME OF SUBMITTER:	Roberta L. Christensen		
SIGNATURE:	/rlc/		
DATE SIGNED:	07/12/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Assignment**"), dated effective as of July 1, 2017, is made by AmFirst Bank, a Nebraska state-chartered non-member bank, located at 602 West B Street, McCook, Nebraska ("**AmFirst**"), in favor of Pinnacle Bank, a Nebraska state-chartered bank, located at 1401 N Street, Lincoln, Nebraska ("**Pinnacle**"), the purchaser of certain assets of AmFirst pursuant to that certain Agreement to Purchase Certain Assets and Assume Specified Liabilities, dated March 15, 2017 (the "**Purchase Agreement**"), by and among AmFirst, Pinnacle and certain other parties thereto.

WHEREAS, under the terms of the Purchase Agreement, AmFirst has assigned, transferred and conveyed to Pinnacle, among other assets, certain intellectual property of AmFirst, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AmFirst agrees as follows:

1. AmFirst hereby irrevocably assigns, transfers and conveys to Pinnacle all of AmFirst's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Exhibit A hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of AmFirst accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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; and

(d) 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.




2. AmFirst hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Pinnacle. Subject to the terms and provisions of the Purchase Agreement, AmFirst agrees and covenants, from time to time on or after the date hereof, upon the reasonable request of Pinnacle, to take such steps and actions, and provide such cooperation and assistance to Pinnacle and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Pinnacle, or any assignee or successor thereto.

3. This Assignment and the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties to the Purchase Agreement and their respective successors and permitted assigns. Nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement, which shall survive the execution and delivery of this Assignment and shall continue in full force and effect as provided in the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and accepted by facsimile or portable data file (PDF) signature and any such signature shall be of the same force and effect as an original signature.

[SIGNATURE PAGE FOLLOWS]

Exhibit A
Trademarks

MARK	SERIAL NO. / REG. NO.
1 AMFIRST BANK N.A. (and Design) 	S/N: 85/387,066 R/N: 4,141,675
1 AMFIRST BANK N.A. SECOND TO NONE (and Design) 	S/N: 85/387,125 R/N: 4,141,677
AMFIRST	S/N: 85/387,030 R/N: 4,141,673
AMFIRST BANK (and Design) 	S/N: 75/555,414 R/N: 2,305,835