

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Bank		05/12/2017	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	BNCCORP, INC.		
Street Address:	322 East Main Avenue		
City:	Bismarck		
State/Country:	NORTH DAKOTA		
Postal Code:	58501		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3971788	BNC BANK	
CORRESPONDENCE DATA			
Fax Number:	6129778650		
<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:	6129778400		
Email:	ip@briggs.com		
Correspondent Name:	Briggs and Morgan, P.A.		
Address Line 1:	80 South Eighth Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	43200.2		
NAME OF SUBMITTER:	Daniel A. Rosenberg		
SIGNATURE:	/Daniel A. Rosenberg/		
DATE SIGNED:	08/07/2017		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of June 28, 2017 is made by Pinnacle Financial Partners Inc., a Tennessee corporation and successor-by-merger to BNC Bancorp, and Pinnacle Bank, successor-by-merger to Bank of North Carolina, with their principal offices located at 150 3rd Avenue South, Suite 900, Nashville, Tennessee 37201 ("Assignors") in favor of BNCCORP, INC., a Delaware corporation with its principal office located at 322 East Main Avenue, Bismarck, North Dakota 58501 ("Assignee"), pursuant to a Confidential Conditional Settlement Agreement between BNC Bancorp, Bank of North Carolina, and Assignee, and acknowledged and consented to by Pinnacle Financial Partners Inc., dated as of May 12, 2017 (the "Settlement Agreement").

WHEREAS, under the terms of the Settlement Agreement, Assignors have agreed to assign to Assignee all Assigned Trademarks (as defined below) and have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignors and Assignees hereby agree as follows:

1. **Assignment.** Assignors hereby assign to Assignee, and Assignee hereby accepts, all of Assignors' right, title, interest, and good will, including all common law rights, in and to all trademarks, service marks, logos, and trade names used by BNC Bancorp or Bank of North Carolina in the past or future that include, in whole or in part, "BNC", including, without limitation, "BNC", "BNC Bank", and U.S. Service Mark Registration No. 3,971,788 (the "Assigned Trademarks"). Such assignment includes the right to sue and collect damages and/or profits for any and all past, present and future infringement and other unauthorized use of the Assigned Trademarks as set forth in the Settlement Agreement.

2. **Recordation and Further Actions.** Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. At Assignee's sole cost and expense, Assignors will reasonably cooperate and take all reasonable steps necessary to finalize and effectuate this assignment.

3. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Conflict of Terms. In the event of any conflict between the provisions of this Agreement and the Settlement Agreement, the provisions of the Settlement Agreement shall control.

IN WITNESS WHEREOF, Assignors have duly executed and delivered this Trademark Assignment as of the date first written above.

PINNACLE FINANCIAL PARTNERS,
INC.

By: 

Name: Rick Calhoun

Title: Chairman - Carolina & Virginia

PINNACLE BANK

By: 

Name: Rick Calhoun

Title: Chairman - Carolina & Virginia

AGREED TO AND ACCEPTED:

BNCCORP, INC.

By: 

Name: Timothy J. Fournier

Title: President & CEO