# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM497425

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
First Tennessee Bank National Association		07/02/2018	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	First Horizon National Corporation	
Street Address:	165 Madison Avenue	
City:	Memphis	
State/Country:	TENNESSEE	
Postal Code:	38103	
Entity Type:	Corporation: TENNESSEE	

## **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	4902831	1 COMMUNITYONE
Registration Number:	4902830	1 COMMUNITYONE
Registration Number:	4902832	1 COMMUNITYONE
Registration Number:	4902835	1 COMMUNITYONE
Registration Number:	4902834	1
Registration Number:	4902833	1
Registration Number:	4450037	COMMUNITYONE
Registration Number:	4636286	COMMUNITYONE AUTO FINANCE
Registration Number:	4526524	COMMUNITYONE BANCORP
Registration Number:	5212371	CB CAPITAL BANK
Registration Number:	3898782	CB CAPITAL BANK
Registration Number:	3898781	СВ

## **CORRESPONDENCE DATA**

Fax Number:

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: (919) 828-0564

Email: trademarks@parkerpoe.com

William S. Fultz **Correspondent Name:** 

TRADEMARK

REEL: 006478 FRAME: 0401

Address Line 1:	Parker Poe Adams & Bernstein LLP
Address Line 2:	301 Fayetteville Street, Suite 1400
Address Line 4:	Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER:	111703
NAME OF SUBMITTER:	William S. Fultz
SIGNATURE:	/wsf/
DATE SIGNED:	11/08/2018

**Total Attachments: 2** 

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### ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOODWILL

This Assignment of Trademarks and Accompanying Goodwill (this "<u>Assignment</u>") is made by and between First Tennessee Bank National Association, a United States national banking association ("<u>Assignor</u>"), and First Horizon National Corporation, a Tennessee corporation ("<u>Assignee</u>"), effective as of the \*\*day of July, 2018 ("Effective Date").

WHEREAS, Assignor is the sole owner of all right, title, and interest in and to the trademarks (the "Marks") that are the subject of the registrations shown on Exhibit A hereto (the "Registrations"), and Assignee is desirous of acquiring all of Assignor's rights in and relating to the Marks throughout the world, and all goodwill associated therewith and symbolized thereby and all rights appurtenant thereto;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, and with the intention of being legally bound hereby, the Parties agree as follows:

- 1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, as of the Effective Date, all of Assignor's right, title, and interest in and to the Marks (including the Registrations and all renewals thereof) and all common law rights in the Marks, together with the goodwill symbolized thereby, and together with (a) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (b) 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 (c) any and all interests, claims, and rights for damages and profits by reason of any past infringement or unauthorized use of the Marks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Marks, use of confusingly similar marks or names by others, and all other related causes of action and the right to sue therefor, whether accruing before, on, or after the date hereof.
- 2. <u>Further Acts</u>. Each party shall perform all reasonable additional acts, including without limitation executing any additional documents that may be required in Assignee's reasonable discretion in order to transfer all of Assignor's rights, title, and interest in and to the Marks and/or the rights appurtenant thereto to Assignee, its successors, or assigns. In addition, Assignee shall be entitled to record promptly this Assignment with the United States Patent and Trademark Office.
- 3. <u>Miscellaneous</u>. A signed copy of this Assignment delivered by 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 Assignment. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute, or cause of action based upon, arising out of, or relating to this Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction). This agreement shall be worldwide in scope.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date indicated above to be effective as of the Effective Date.

ASSIGNOR:	ASSIGNEE:
First Tennessee Bank National Association	First Horizon National Corporation
By: Jarle Brace	By: Keth U. Scatamacchia
Printed Name: Paula Beale	Printed Name: Ruth M. Scatauacchia
Title: VP Brand Manager	Title: 51 P/Counsec

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TRADEMARK REEL: 006478 FRAME: 0403

# Exhibit A

Mark	Jurisdiction	Reg. No.	Reg. Date
1 CommunityOne	USA	4902831	2/16/2016
1 CommunityOne	USA	4902830	2/16/2016
1 CommunityOne	USA	4902832	2/16/2016
1 CommunityOne	USA	4902835	2/16/2016
1	USA	4902834	2/16/2016
1	USA	4902833	2/16/2016
COMMUNITYONE	USA	4450037	12/17/2013
CommunityOne <b>Auto Finance</b>	USA	4636286	11/11/2014
COMMUNITYONE BANCORP	USA	4526524	5/6/2014
CAPITAL BANK	USA	5212371	5/30/2017
<b>©</b> CAPITAL BANK	USA	3898782	1/4/2011
	USA	3898781	1/4/2011
CAPITAL BANK	North Carolina	019537	8/27/2008
<b>(III)</b> CAPITAL BANK	Florida	T14000000371	4/10/2014
<b>(</b> CAPITAL BANK	North Carolina	021492	2/26/2014
( CAPITAL BANK	South Carolina	200595	2/11/2014
<b>(1)</b> CAPITAL BANK	Tennessee	45376	2/27/2014
( CAPITAL BANK	Virginia	10830	3/7/2014
SMART CHECKING	North Carolina	019506	8/15/2008
THE COMMUNITYONE SOLUTION	North Carolina	021735	8/14/2014
The CommunityOne <b>S⊕lution</b>	North Carolina	021685	8/14/2014

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**RECORDED: 11/08/2018** 

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