

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510022

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Old National Bank	FORMERLY as successor in interest to Anchor Bancorp, Inc. and Anchor Bancorp Wisconsin, Inc.	12/27/2018	National Banking Association:

RECEIVING PARTY DATA

Name:	Anchor Commercial Bank
Street Address:	13951 US Hwy One
City:	Juno Beach
State/Country:	FLORIDA
Postal Code:	33408
Entity Type:	Chartered Bank: FLORIDA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4448602	ANCHOR
Registration Number:	2428123	ANCHOR BANCORP
Registration Number:	2428127	ANCHOR BANCORP, INC.
Registration Number:	4382413	ANCHOR BANK
Registration Number:	2080725	ANCHOR BANK
Registration Number:	2553385	ANCHOR BANK NA
Registration Number:	2528188	ANCHOR BANK NATIONAL ASSOCIATION
Registration Number:	2528134	ANCHOR BANK, N.A.
Registration Number:	2528133	ANCHOR BANK, NATIONAL ASSOCIATION
Registration Number:	2978477	ANCHOR INVESTMENTS
Registration Number:	2978478	ANCHOR INVESTMENTS
Registration Number:	4431699	ANCHOR MORTGAGE
Registration Number:	2470268	ANCHOR TRUST
Registration Number:	2576454	ANCHOR TRUST
Registration Number:	2407886	ANCHORLINE
Registration Number:	2361520	ANCHORLINK
Registration Number:	2010136	

OP \$515.00 4448602

Property Type	Number	Word Mark
Registration Number:	4378710	
Registration Number:	2393713	ANCHORBANK SSB
Registration Number:	2393712	

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: 7865944124

Email: cavila@arhmf.com

Correspondent Name: Christopher D. Avila

Address Line 1: 2525 Ponce de Leon Blvd, Suite 1225

Address Line 4: Coral Gables, FLORIDA 33134

NAME OF SUBMITTER:	Christopher D. Avila
SIGNATURE:	/Chris Avila/
DATE SIGNED:	02/13/2019

Total Attachments: 12

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TRADEMARK ACQUISITION AND DOMAIN NAME TRANSFER AGREEMENT

This TRADEMARK ACQUISITION AND DOMAIN NAME TRANSFER AGREEMENT ("**Agreement**"), dated as of December 27, 2018, is made by and between OLD NATIONAL BANCORP, an Indiana corporation, as successor in interest to both Anchor Bancorp, Inc. and Anchor BanCorp Wisconsin, Inc., and its wholly owned subsidiary, Old National Bank (together "**Seller**"), and ANCHOR COMMERCIAL BANK, a Florida state bank ("**Buyer**").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all of Seller's right, title, and interest in and to certain Trademarks (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by such Trademarks, subject to the terms and conditions set forth herein; and

WHEREAS, Seller is the owner of all right, title, and interest in the domain name anchorbank.com and anchor.bank (the "**Domain Names**" and together with the Trademarks, the "**Intellectual Property**");

WHEREAS, Buyer wishes to acquire all right, title, and interest in the Domain Names and the registration thereof; and

WHEREAS, Seller agrees to sale of the Domain Names to Buyer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Intellectual Property. Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (collectively, "**Acquired Rights**"), together with the goodwill associated therewith and symbolized thereby:

- (a) the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin listed on Schedule 1 of this Agreement (the "**Trademarks**").
- (b) all right, title, and interest in and to the Domain Names;
- (c) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to the Intellectual Property, ("**Licenses**");
- (d) all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

Notwithstanding the foregoing, Seller shall retain an unlimited perpetual license to use the Trademarks in reference to any past acquisition or merger entered into by or with the Seller, or the legal entities being a

party to such acquisition or merger.

2. Assumption of Licenses/No Liabilities. Subject to the terms and conditions set forth herein, Buyer hereby accepts Seller's assignment of the Licenses, assumes all of Seller's duties and obligations under the Licenses, and agrees to pay, perform, and discharge, as and when due, all of the liabilities and obligations of Seller under the Licenses accruing on and after the date hereof, but only to the extent that such liabilities and obligations do not relate to any breach, default, or violation by Seller ("**Assumed Liabilities**").

3. Purchase Price.

- (a) The aggregate purchase price for the Acquired Rights shall be Ten Thousand US Dollars (\$10,000.00) (the "**Purchase Price**").
- (b) Buyer shall pay the Purchase Price within ten (10) business days following the parties' full execution of this Agreement. Payment shall be made in US dollars by wire transfer of immediately available funds or via cashier's check.
- (c) If Buyer fails to make timely and proper payment of the Purchase Price, Seller may, in addition to, and not in lieu of, all other remedies, terminate this Agreement effective immediately on written notice to Buyer.

4. Transfer of Domain Names.

- (a) Within ten (10) business days following receipt of the Purchase Price, Seller shall execute all documents, papers, forms, and authorizations, and take such other actions as are reasonably necessary to effectuate the transfer of ownership and control of the Domain Names to Buyer ("**Transfer**"), and to register the Domain Names in the name of Buyer, provided that Buyer shall pay any required transfer or registration fees necessary to consummate the Transfer.
- (b) If Seller fails to complete the Transfer within thirty (30) business days following payment of the Purchase Price, Buyer may terminate this Agreement by written notice to Seller, which notice may be given via email.

5. Further Assurances; Recordation.

- (a) From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.
- (b) Without limiting the foregoing, Seller shall execute and deliver to Buyer, at Buyer's expense, such assignments and other documents, certificates, and instruments of conveyance in a form reasonably satisfactory to Buyer and suitable for filing with the USPTO/United States Patent and Trademark Office ("**USPTO**") and the registries and

other recording governmental authorities in all applicable jurisdictions (including with respect to legalization, notarization, apostille, certification, and other authentication) as reasonably necessary to record and perfect the Assignment, and to vest in Buyer all right, title, and interest in and to the Acquired Rights in accordance with applicable law. As between Seller and Buyer, Buyer shall be responsible, at Buyer's expense, for filing the Assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that, upon Buyer's reasonable request, and at Buyer's expense, Seller shall take such steps and actions, and provide such cooperation and assistance, to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Acquired Rights to Buyer, or any of Buyer's successors or assigns.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the statements contained in this Section 6 are true and correct as of the date hereof and do not contain any untrue statement of material fact or omit any material fact necessary to make the statements contained in this Section 6 not misleading under the circumstances under which they were made. For purposes of this Section 6, "Seller's knowledge," "knowledge of Seller," and similar phrases shall mean the actual knowledge of an executive officer.

- (a) Authority of Seller; Enforceability. Seller has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary organizational action of Seller, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions.
- (b) No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Seller, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Acquired Rights are subject, or (iv) result in the creation or imposition of any encumbrances on the Acquired Rights. No consent, approval, waiver, or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Seller of this Agreement, or to enable Buyer to register, own, and use the Acquired Rights.
- (c) Legal Actions. There are no actions (including any opposition or cancellation proceedings) settled, pending, or, to Seller's knowledge, threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution, or other violation of the intellectual property rights of any third party based on the use or exploitation of any Acquired Rights, (ii) challenging the validity, enforceability,

registrability, or ownership of any Acquired Rights or Seller's rights with respect thereto, or (iii) by Seller or any third party alleging any infringement or other violation by any third party of any Acquired Rights.

- (d) No Other Representations or Warranties. Except for the representations and warranties contained in this Section 6, Seller has not made and makes no other express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade, or otherwise, including with respect to the ownership, registration, validity, enforcement, or use of the Acquired Rights, all of which are expressly disclaimed.

7. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the statements contained in this Section 7 are true and correct as of the date hereof and do not contain any untrue statements of material fact or omit to state a material fact necessary to make the statements contained in this Section 7 not misleading under the circumstances under which they were made.

- (a) Authority of Buyer; Enforceability. Buyer has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary organizational action of Buyer, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms and conditions.
- (b) No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Buyer, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, or (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement is subject. No consent, approval, waiver, or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Buyer of this Agreement.

8. Indemnification.

- (a) Seller shall defend, indemnify, and hold harmless Buyer, Buyer's affiliates, and their respective shareholders, directors, officers, and employees (each, a "**Buyer Indemnified Party**") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "**Losses**") arising out of or in connection with any third-party claim, suit, action, or proceeding (each, a "**Third-Party Claim**") related to (i) any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Seller contained in this Agreement or any document to be delivered hereunder.

- (b) Buyer shall defend, indemnify, and hold harmless Seller, Seller's affiliates, and their respective shareholders, directors, officers, and employees (each, a "**Seller Indemnified Party**") from and against all Losses arising out of or in connection with any Third-Party Claim related to (i) any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Buyer contained in this Agreement or any document to be delivered hereunder.
- (c) A Buyer Indemnified Party or Seller Indemnified Party ("**Indemnified Party**") shall promptly notify the party from whom it is seeking indemnification ("**Indemnifying Party**") upon becoming aware of a Third-Party Claim with respect to which the Indemnifying Party is obligated to provide indemnification under this Section 8 ("**Indemnified Claim**"). The Indemnifying Party shall promptly assume control of the defense and investigation of the Indemnified Claim, with counsel reasonably acceptable to the Indemnified Party, and the Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection therewith, in each case at the Indemnifying Party's sole cost and expense. The Indemnified Party may participate in the defense of such Indemnified Claim, with counsel of its own choosing and at its own cost and expense. The Indemnifying Party shall not settle any Indemnified Claim on any terms or in any manner that adversely affects the rights of any Indemnified Party without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the Indemnifying Party fails or refuses to assume control of the defense of such Indemnified Claim, the Indemnified Party shall have the right, but no obligation, to defend against such Indemnified Claim, including settling such Indemnified Claim after giving notice to the Indemnifying Party, in each case in such manner and on such terms as the Indemnified Party may deem appropriate. Neither the Indemnified Party's failure to perform any obligation under this Section 8(c) nor any act or omission of the Indemnified Party in the defense or settlement of any Indemnified Claim shall relieve the Indemnifying Party of its obligations under this Section 8, including with respect to any Losses, except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result thereof.

9. Miscellaneous.

- (a) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (ii) on the fifth day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage prepaid). Such communications must be sent to the respective parties at the following addresses or at such other address for a party as shall be specified in a notice given in accordance with this Section 9(a):

plh
If to Seller:

OLD NATIONAL BANK
One Main Street
Evansville, IN 47708
Attention: LEGAL DEPARTMENT

If to Buyer:

Anchor Commercial Bank

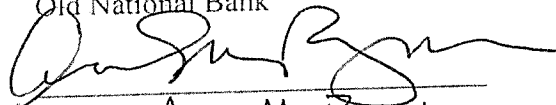
11025 RCA Center Drive #100
Palm Beach Gardens, FL
Facsimile: 561-775-3855
Email: bmoore@anchorcommercialbank.com
Attention: PRESIDENT & CEO

- (b) Entire Agreement. This Agreement, together with the documents to be delivered hereunder, and all related exhibits and schedules constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the documents to be delivered hereunder, and the related exhibits and schedules (other than an exception expressly set forth as such in the related exhibits or schedules), the statements in the body of this Agreement shall control.
- (c) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (d) 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.
- (e) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in the City of Evansville and County of Vanderburgh, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.
- (f) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- (g) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (h) 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 facsimile, 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.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

Old National Bank

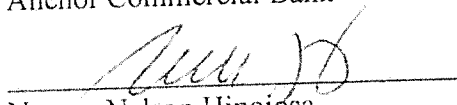


Name: Ann M. Ryan

Title: EVP, Chief Client Experience Officer

AGREED TO AND ACCEPTED:




Anchor Commercial Bank






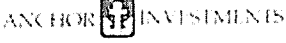

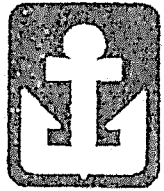
Name: Nelson Hinojosa

Title: President & CEO

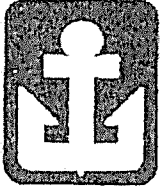

SCHEDULE 1


SLS Ref.	Country	Mark With Image	Owner Name	Reg. No.	Class(es)	Action Name	Due Date
3001333-0058	UNITED STATES	ANCHOR and Design (Color)  ANCHOR	ANCHOR BANCORP, INC.	4,448,602	36 - banking and related financial services, namely, personal and commercial banking services, cash management services, financing services, investment management services, investment advice and consulting services, retirement and financial planning services, and estate planning services	AFFIDAVIT OF USE	12/10/2019
3001333-0028	UNITED STATES	ANCHOR BANCORP and Design  ANCHOR BANCORP	ANCHOR BANCORP, INC.	2,428,123	36 - banking and related financial services	RENEWAL	02/13/2021
3001333-0027	UNITED STATES	ANCHOR BANCORP, INC.	ANCHOR BANCORP, INC.	2,428,127	36 - banking and related financial services	RENEWAL	02/13/2021
3001333-0007	MINNESOTA	ANCHOR BANK	ANCHOR BANCORP, INC.	23603	36 - banking services	RENEWAL	03/28/2025
3001333-0059	UNITED STATES	ANCHOR BANK and Design (Color)  ANCHOR BANK	ANCHOR BANCORP, INC.	4,382,413	36 - banking and related financial services, namely, personal and commercial banking services, cash management services, financing services, investment management services, investment advice and consulting services, retirement and financial planning services, and estate planning services	AFFIDAVIT OF USE	08/13/2019

SLS Ref.	Country	Mark With Image	Owner Name	Reg. No.	Class(es)	Action Name	Due Date
3001333-0008	UNITED STATES	ANCHOR BANK and Design 	ANCHOR BANCORP, INC.	2,080,725	36 - banking services	RENEWAL	07/22/2027
3001333-0026	UNITED STATES	ANCHOR BANK NA and Design 	ANCHOR BANCORP, INC.	2,553,385	36 - banking and related financial services	RENEWAL	03/26/2022
3001333-0024	UNITED STATES	ANCHOR BANK NATIONAL ASSOCIATION and Design 	ANCHOR BANCORP, INC.	2,528,188	36 - banking and related financial services	RENEWAL	01/08/2022
3001333-0025	UNITED STATES	ANCHOR BANK, N.A.	ANCHOR BANCORP, INC.	2,528,134	36 - banking and related financial services	RENEWAL	01/08/2022
3001333-0023	UNITED STATES	ANCHOR BANK, NATIONAL ASSOCIATION	ANCHOR BANCORP, INC.	2,528,133	36 - banking and related financial services	RENEWAL	01/08/2022
3001333-0035	UNITED STATES	ANCHOR INVESTMENTS	ANCHOR BANCORP, INC.	2,978,477	36 - investment management services, investment advice and consultation services, retirement planning services, estate planning services, investment of funds for others, and trust services, namely, investment and trust company services	RENEWAL	07/26/2025

SLS Ref.	Country	Mark With Image	Owner Name	Reg. No.	Class(es)	Action Name	Due Date
3001333-0036	UNITED STATES	ANCHOR INVESTMENTS and Design 	ANCHOR BANCORP, INC.	2,978,478	36 - investment management services, investment advice and consultation services, retirement planning services, estate planning services, investment of funds for others, and trust services, namely, investment and trust company services	RENEWAL	07/26/2025
3001333-0063	UNITED STATES	ANCHOR MORTGAGE	ANCHOR BANCORP, INC.	4,431,699	36 - financial services, namely, mortgage planning, lending, and refinancing	AFFIDAVIT OF USE	11/12/2019
3001333-0018	UNITED STATES	ANCHOR TRUST	ANCHOR BANCORP, INC.	2,470,268	36 - banking, trust, and related financial services	RENEWAL	07/17/2021
3001333-0019	UNITED STATES	ANCHOR TRUST and Design 	ANCHOR BANCORP, INC.	2,576,454	36 - banking, trust, and related financial services	RENEWAL	06/04/2022
3001333-0017	UNITED STATES	ANCHORLINE	ANCHOR BANCORP, INC.	2,407,886	36 - banking and related financial services	RENEWAL	11/28/2020
3001333-0004	UNITED STATES	ANCHORLINK	ANCHOR BANCORP, INC.	2,361,520	36 - banking and related financial services	RENEWAL	06/27/2020
3001333-0006	MINNESOTA	Miscellaneous Design (Anchor) 	ANCHOR BANCORP, INC.	23602	36 - banking services	RENEWAL	03/28/2025

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SLS Ref.	Country	Mark With Image	Owner Name	Reg. No.	Class(es)	Action Name	Due Date
3001333-0005	UNITED STATES	Miscellaneous Design (Anchor) 	ANCHOR BANCORP, INC.	2,010,136	36 - banking services	RENEWAL	10/22/2026
3001333-0061	UNITED STATES	Miscellaneous Design (Anchor in Color)	ANCHOR BANCORP, INC.	4,378,710	36 - banking and related financial services, namely, personal and commercial banking services, cash management services, financing services, investment management services, investment advice and consulting services, retirement and financial planning services, and estate planning services	AFFIDAVIT OF USE	08/06/2019
3001333-0061	UNITED STATES	Miscellaneous Design (Anchor in Color)	ANCHOR BANCORP, INC.	4,378,710	36 - banking and related financial services, namely, personal and commercial banking services, cash management services, financing services, investment management services, investment advice and consulting services, retirement and financial planning services, and estate planning services	RENEWAL	08/06/2023
	UNITED STATES	ANCHOR BANK SSB and Design 	ANCHOR BANCORP WISCONSIN, INC.	2,393,713	36 - banking services, investment consultation, retirement plan investment consultation, loan financing, providing banking information by telephone, providing banking services and financial information via a global communications network	RENEWAL	10/13/2020
	UNITED STATES	Miscellaneous Design (Sailboat with anchor)	ANCHOR BANCORP	2,393,712	36 - banking services, investment consultation, retirement plan investment consultation, loan	RENEWAL	10/13/2020

SLS Ref.	Country	Mark With Image	Owner Name	Reg. No.	Class(es)	Action Name	Due Date
			WISCONSIN, INC.		financing, providing banking information by telephone, providing banking services and financial information via a global communications network		

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