

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biscayne Bank		04/01/2019	Corporation:
RECEIVING PARTY DATA			
Name:	First-Citizens Bank & Trust Company		
Street Address:	4300 SIX FORKS ROAD		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4337385	BISCAYNE BANK	
Registration Number:	3186853	BISCAYNE BANK	
CORRESPONDENCE DATA			
Fax Number:	9192779177		
<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:	919-277-9100		
Email:	trademarks@wardandsmith.com		
Correspondent Name:	Ward and Smith, P.A.		
Address Line 1:	751 Corporate Center Drive, Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27636-3009		
NAME OF SUBMITTER:	Angela P. Doughty		
SIGNATURE:	/apd/		
DATE SIGNED:	06/04/2019		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK ("*Assignment*") is entered into effective as April 1, 2019, by and between BISCAYNE BANK ("*Assignor*"), and FIRST-CITIZENS BANK & TRUST COMPANY ("*Assignee*")

WITNESSETH:

WHEREAS, Assignor is the owner of the entire right, title, and interest in and to the trademarks listed on Exhibit A attached hereto and incorporated herein by this reference, and all prior use, common law rights, registration rights, and federal registrations related thereto (collectively, the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to that certain Agreement and Plan of Merger dated as of November 15, 2018 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and assign to Assignee all of the right, title, and interest in and to the Trademarks.

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, by these presents, does assign and transfer unto Assignee, its successors, assigns, and legal representatives, all right, title and interest in and to each of the Trademarks, including the goodwill associated therewith, and together with the right to sue and recover for past misappropriations, infringements, dilutions, or any other violations of any proprietary or other right in and to each of the Trademarks.

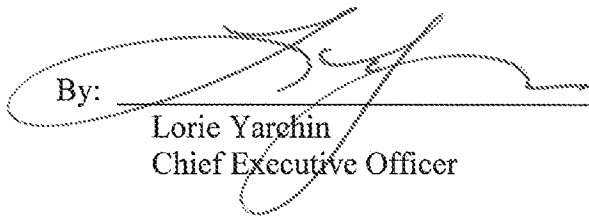
Assignor acknowledges and agrees that all covenants, representations, and warranties of Assignor in the Agreement regarding the Trademarks are incorporated in this Assignment as if fully set forth herein.

Assignor further covenants and agrees, and likewise binds its successors, assigns, and legal representatives, to promptly communicate to said Assignee or its representatives any facts known to them relating to said Trademarks, to testify in any legal proceedings involving said Trademarks, to execute any additional papers which may be requested to confirm the right of the Assignee, its representatives, successors, and assigns to secure said rights, registrations, or similar protection of said Trademarks throughout the world and to vest in the Assignee complete, unencumbered title to said Trademarks. To the extent necessary for Assignee to realize on its rights in the Trademarks, Assignor hereby appoints Assignee as Assignor's attorney in fact to execute any of the documents or instruments for the Trademarks described in this Assignment.

[Signature pages follow.]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

BISCAYNE BANK


By:  _____
Lorie Yarchin
Chief Executive Officer

[Signature page to Assignment of Trademark]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

FIRST-CITIZENS BANK & TRUST COMPANY

By:



Craig L. Nix
Chief Financial Officer

[Signature page to Assignment of Trademark]

EXHIBIT A

<u>Trademark</u>	<u>U.S. Reg. No.</u>	<u>Florida Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Biscayne Bank (word mark)	4337385	--	April 12, 2012	May 21, 2013
Biscayne Bank (design mark)	3186853	--	February 2, 2006	December 19, 2006
Biscayne Bank (word mark)	--	T06000000157	February 5, 2006	Effective Upon Filing
Biscayne Bank (design mark)	--	T06000000156	February 5, 2006	Effective Upon Filing