

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PrimeLending, a PlainsCapital Company		12/31/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	PlainsCapital Corporation		
Street Address:	2323 Victory Ave. Suite 1400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5853430	BUYDOWN ADVANTAGE	
Registration Number:	5939475	DISCOVER YOUR BEST	
Registration Number:	5330567	HOME LOANS MADE SIMPLE	
Registration Number:	5233641	HOME LOANS MADE SIMPLE	
Registration Number:	5060918	NEIGHBORHOODEDGE	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	415-591-1000		
Email:	NLAIPTeam@winston.com		
Correspondent Name:	Irina Lyapis		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	180442.2		
NAME OF SUBMITTER:	Irina Lyapis		
SIGNATURE:	/Irina Lyapis by trademarkny/		
DATE SIGNED:	01/15/2020		

CH \$140.00 5853430

Total Attachments: 3

source=PrimeLending, a PlainsCapital Company (Assignor) and PlainsCapital Corporation#page1.tif

source=PrimeLending, a PlainsCapital Company (Assignor) and PlainsCapital Corporation#page2.tif

source=PrimeLending, a PlainsCapital Company (Assignor) and PlainsCapital Corporation#page3.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”), is entered into as of this 31st day of December, 2019 (the “**Effective Date**”), by and between PrimeLending, a PlainsCapital Company, a Texas corporation, (“**Assignor**”) and PlainsCapital Corporation, a Maryland Corporation (the “**Assignee**”).

WHEREAS, on November 20, 2019 the Board of Directors of Assignor declared a dividend consisting of all of PrimeLending’s ownership interest in and to the trademarks and service marks identified on the attached Schedule A (the “**Trademarks**”);

WHEREAS, Assignor owns all rights, title and interests in and to the Trademarks, and each of the corresponding registrations and applications to register listed therein, and all of the common law rights therein, and all goodwill associated thereby and symbolized thereby; and

WHEREAS, Assignor desires to assign and Assignee desires to acquire the Trademarks, including all goodwill associated therewith and symbolized thereby;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby irrevocably assign, convey, transfer and deliver to Assignee, its successors and assigns all of Assignor’s worldwide right, title and interest in and to (a) the Trademarks; (b) all future trademarks or service marks developed and used in commerce by Assignor; (c) all registrations, applications, renewals and extensions for each of the foregoing, including those registrations and applications listed on Schedule A (together with the Trademarks, the “**Assigned Marks**”); (d) all of the goodwill associated with any of the foregoing and symbolized thereby; and (e) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including all (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the Effective Date or thereafter in respect of any of the foregoing and (ii) rights to apply in any or all countries of the world for trademark protection for the Assigned Marks, in each case, effective as of the Effective Date.

2. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Marks, and to issue any and all Trademarks to Assignee, as assignee of all of Assignor’s right, title and interest in and to the Assigned Marks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Marks.

3. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request to confirm the rights granted in Section 1, above. Assignor acknowledges and agrees that Assignee or any of its designees may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and Assignor shall cooperate therewith, at Assignee's expense.

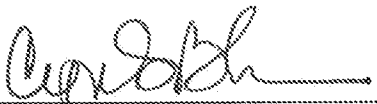
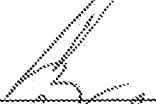
Signed by the parties on the date(s) shown below.

ASSIGNOR:

ASSIGNEE:

PRIMELENDING, A PLAINSCAPITAL
COMPANY

PLAINSCAPITAL CORPORATION

By: 	By: 
Name: <u>Cynthia S. Buhr</u>	Name: <u>Gary M. Huddy</u>
Title: <u>VP + General Counsel</u>	Title: <u>Secretary</u>
Date: <u>1-2-2020</u>	Date: <u>November 31, 2019</u>

SCHEDULE A

Trademarks

Country	Trademark	Application Number	Registration Number	Application Date	Registration Date
U.S.	BUYDOWN ADVANTAGE	88/221,431	5,853,430	12/7/2018	09/03/2019
U.S.	DISCOVER YOUR BEST	88/143,150	5,939,475	10/4/2018	12/17/2019
U.S.	HOME LOANS MADE SIMPLE	86/983,143	5,330,567	3/3/2016	11/7/2017
U.S.	HOME LOANS MADE SIMPLE	86/982,313	5,233,641	6/11/2015	6/27/2017
U.S.	NEIGHBORHOODEGE	86/800,379	5,060,918	10/27/2015	10/11/2016