

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557716

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PlainsCapital Corporation		12/31/2019	Corporation: MARYLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	Hilltop Holdings Inc.
<b>Street Address:</b>	2323 Victory Ave, Suite 1400
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75219
<b>Entity Type:</b>	Corporation: MARYLAND

**PROPERTY NUMBERS Total: 41**

Property Type	Number	Word Mark
Serial Number:	76512882	PLAINSCAPITAL WEALTH MANAGEMENT
Serial Number:	86772546	CERTAINTY CIRCLE OF LIFE
Serial Number:	85886966	LOANTELLIGENCE
Serial Number:	76700624	PLAINSCAPITALBANK
Serial Number:	76700625	PLAINSCAPITALBANK
Serial Number:	76700626	
Serial Number:	76700627	
Serial Number:	87835154	FIRSTSOUTHWEST
Serial Number:	76512899	PLAINSCAPITAL CORPORATION
Serial Number:	77190289	PEB TRUST
Serial Number:	78018303	FIRST NATIONAL BANK
Serial Number:	76512897	PLAINSCAPITAL BANK
Serial Number:	76528978	PLAINSCAPITAL SECURITIES
Serial Number:	76512885	PLAINSCAPITAL BANK
Serial Number:	76512896	PLAINSCAPITAL LEASING
Serial Number:	76535280	NO FENCES
Serial Number:	78384589	NO FENCES.
Serial Number:	76512883	PLAINSCAPITAL CORPORATION

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Property Type	Number	Word Mark
Serial Number:	76512884	PLAINSCAPITAL LEASING
Serial Number:	76512898	PLAINSCAPITAL
Serial Number:	78384601	PLAINSCAPITAL MORTGAGE
Serial Number:	76512886	PLAINSCAPITAL
Serial Number:	76528977	PLAINSCAPITAL SECURITIES
Serial Number:	78384594	PLAINSCAPITAL MORTGAGE
Serial Number:	76512895	PLAINSCAPITAL WEALTH MANAGEMENT
Serial Number:	87975944	PRIMELENDING
Serial Number:	87172337	PRIMELENDING
Serial Number:	85886970	SMARTER HOME FINANCING WITH PRIMELENDING
Serial Number:	76704968	PRIMELENDING A PLAINSCAPITAL COMPANY
Serial Number:	76704967	PRIMELENDING A PLAINSCAPITAL COMPANY
Serial Number:	76700623	PRIMELENDING A PLAINSCAPITAL COMPANY
Serial Number:	76700622	PRIMELENDING A PLAINSCAPITAL COMPANY
Serial Number:	76512876	PRIMELENDING A PLAINSCAPITAL COMPANY
Serial Number:	76512890	PRIMELENDING A PLAINSCAPITAL COMPANY
Serial Number:	87172351	PRIMELENDING
Serial Number:	87976014	PRIMELENDING
Serial Number:	88221431	BUYDOWN ADVANTAGE
Serial Number:	88143150	DISCOVER YOUR BEST
Serial Number:	86983143	HOME LOANS MADE SIMPLE
Serial Number:	86982313	HOME LOANS MADE SIMPLE
Serial Number:	86800379	NEIGHBORHOODEDGE

**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:** 415-591-1000

**Email:** NLAIPTeam@winston.com

**Correspondent Name:** Irina Lyapis

**Address Line 1:** 101 California Street

**Address Line 2:** Winston & Strawn LLP

**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

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”), is entered into as of this 31<sup>st</sup> day of December, 2019 (the “Effective Date”), by and between PlainsCapital Corporation, a Maryland corporation, (“Assignor”) and Hilltop Holdings Inc., a Maryland Corporation (the “Assignee”).

**WHEREAS**, Assignor owns all rights, title and interests in and to the trademarks and service marks identified on the attached Schedule A, and each of the corresponding registrations and applications to register listed therein (the “Trademarks”); 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”), but excluding any intent-to-use trademark application for which no statement of use has been filed until such time a statement of use has been filed for all intent-to-use applications; (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 Assigned Marks 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:**

**PLAINSCAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: Gregory Paschke  
Title: Secretary  
Date: December 31, 2019

**ASSIGNEE:**

**HILLTOP HOLDINGS INC.**


By: \_\_\_\_\_  
Name: Gregory Paschke  
Title: VP & General Counsel  
Date: December 31, 2019

**SCHEDULE A**

**Trademarks**

<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Application Date</b>	<b>Registration Date</b>
PLAINSCAPITAL WEALTH MANAGEMENT	76/512,882	3,002,321	05/09/2003	09/27/2005
CERTAINTY CIRCLE OF LIFE	86/772,546	5,281,811	09/29/2015	09/05/2017
LOANTELLIGENCE	85/886,966	4,874,768	03/26/2013	12/22/2015
PLAINSCAPITALBANK	76/700,624	3,902,396	12/02/2009	01/11/2011
PLAINSCAPITALBANK	76/700,625	3,956,276	12/02/2009	05/10/2011
Bison Design	76/700,626	3,985,936	12/02/2009	06/28/2011
Bison Design	76/700,627	3,985,937	12/02/2009	06/28/2011
FIRSTSOUTHWEST	87/835,154	N/A	03/15/2018	N/A
PLAINSCAPITAL CORPORATION	76/512,899	2,971,883	05/09/2003	07/19/2005
PEB TRUST	77/190,289	3,493,532	05/25/2007	08/26/2008
FIRST NATIONAL BANK	78/018,303	2,718,067	07/25/2000	05/20/2003
PLAINSCAPITAL BANK	76/512,897	2,900,465	05/09/2003	11/02/2004
PLAINSCAPITAL SECURITIES	76/528,978	2,902,122	07/11/2003	11/09/2004
PLAINSCAPITAL BANK	76/512,885	2,921,275	05/09/2003	01/25/2005
PLAINSCAPITAL LEASING	76/512,896	2,931,389	05/09/2003	03/08/2005
NO FENCES	76/535,280	2,972,094	08/07/2003	07/19/2005
NO FENCES.	78/384,589	3,033,028	03/15/2004	12/20/2005
PLAINSCAPITAL CORPORATION	76/512,883	2,971,882	05/09/2003	07/19/2005
PLAINSCAPITAL LEASING	76/512,884	2,981,476	05/09/2003	08/02/2005
PLAINSCAPITAL	76/512,898	2,992,869	05/09/2003	09/06/2005
PLAINSCAPITAL MORTGAGE	78/384,601	2,993,338	03/15/2004	09/06/2005
PLAINSCAPITAL	76/512,886	2,995,558	05/09/2003	09/13/2005
PLAINSCAPITAL SECURITIES	76/528,977	2,995,586	07/11/2003	09/13/2005
PLAINSCAPITAL MORTGAGE	78/384,594	3,002,896	03/15/2004	09/27/2005
PLAINSCAPITAL WEALTH MANAGEMENT	76/512,895	2,921,276	05/09/2003	01/25/2005
PRIMELENDING	87/975,944	5,325,901	09/15/2016	10/31/2017
PRIMELENDING	87/172,337	5,470,433	09/15/2016	05/15/2018
SMARTER HOME FINANCING WITH PRIMELENDING	85/886,970	4,886,252	03/26/2013	01/12/2016
PRIMELENDING A PLAINSCAPITAL COMPANY	76/704,968	4,092,640	10/19/2010	01/31/2012
PRIMELENDING A PLAINSCAPITAL COMPANY	76/704,967	4,072,276	10/19/2010	12/20/2011

PRIMELENDING A PLAINSCAPITAL COMPANY	76/700,623	4,014,205	12/02/2009	08/23/2011
PRIMELENDING A PLAINSCAPITAL COMPANY	76/700,622	4,017,433	12/02/2009	08/30/2011
PRIMELENDING A PLAINSCAPITAL COMPANY	76/512,876	2,971,881	05/09/2003	07/19/2005
PRIMELENDING A PLAINSCAPITAL COMPANY	76/512,890	2,902,107	05/09/2003	11/09/2004
PRIMELENDING and Design	87/172,351	5,476,295	09/15/2016	05/22/2018
PRIMELENDING and Design	87/976,014	5,455,287	09/15/2016	04/24/2018
BUYDOWN ADVANTAGE	88/221,431	5,853,430	12/07/2018	09/03/2019
DISCOVER YOUR BEST	88/143,150	5,939,475	10/04/2018	12/17/2019
HOME LOANS MADE SIMPLE	86/983,143	5,330,567	03/03/2016	11/07/2017
HOME LOANS MADE SIMPLE	86/982,313	5,233,641	06/11/2015	06/27/2017
NEIGHBORHOODEGE	86/800,379	5,060,918	10/27/2015	10/11/2016

Trademark	State	Application No.	Registration No.
LUBBOCK CHOWDOWN FOR CHARITY (and Design)	TEXAS	78-513671	800561255
			

Trademarks (Common Law)

