

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Truist, Inc.		06/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BB&T Corporation		
Street Address:	200 West Second Street		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27101		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3867951	TRUIST	
Registration Number:	4455700	TRUIST CONNECT	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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:	4048156500		
Email:	tadmin@kilpatricktownsend.com, bcraig@kilpatricktownsend.com		
Correspondent Name:	Michael W. Rafter		
Address Line 1:	1100 Peachtree Street NE, Suite 2800		
Address Line 2:	Mailstop: IP Docketing - 22		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	1177101		
NAME OF SUBMITTER:	Beth Craig		
SIGNATURE:	/Beth Craig/		
DATE SIGNED:	02/12/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (the “Assignment”), effective as of the last signature date below (the “Effective Date”), is made by and among Truist, Inc., a Delaware corporation, (the “Assignor”), having its principal place of business at Suite 300, 11480 Commerce Park Drive, Reston, Virginia 20191, and BB&T Corporation, a North Carolina bank holding company having its principal place of business at 200 West Second Street, Winston-Salem, North Carolina 27101 (“BB&T”) (Assignor and BB&T being individually a “Party” and collectively the “Parties”).

WHEREAS, pursuant to the Intellectual Property Transfer Agreement, dated as of June 7, 2019, by and among the Parties (“Transfer Agreement”), BB&T purchased certain assets from Assignor as set forth therein;

WHEREAS, pursuant to the Transfer Agreement, Assignor agreed to sell, assign, transfer, convey and deliver to BB&T all right, title and interests in, to and under, and BB&T has agreed to acquire from Assignor, among other things, certain trademarks (such trademarks constituting a part of the Seller IP, as defined in the Transfer Agreement).

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

- 1) Each Assignor, as applicable, hereby sells, assigns, conveys, delivers and transfers to BB&T all right, title and interest in and to all unregistered and registered trademarks and service marks, trademark and service mark applications, common law trademarks and service marks, trade dress and logos, trade names, business names, corporate names, product names and other source or business identifiers wherever located, that are owned, used or held for use by Assignor that contain the name “Truist” and any derivations thereof and any and all goodwill associated with any of the foregoing and any renewals and extensions of any of the foregoing, as permitted in the jurisdiction where any such unregistered or registered trademarks are being used, including, but not limited to, those listed on Schedule 1 hereto (the “Assigned Trademarks”).
- 2) Each Assignor, as applicable, hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdiction throughout the world to record and register this Assignment upon request by BB&T.
- 3) Upon BB&T’s request, Assignor will, at the sole expense of BB&T and its successors, assigns and legal representatives, take such steps and actions, and provide such cooperation and assistance to BB&T and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignment or other documents as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to BB&T, or any designee, assignee or successor thereto.

EXECUTION VERSION

- 4) This Assignment shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of law of jurisdiction other than the State of Delaware.

- 5) For the convenience of the Parties, this Agreement may be executed in multiple counterparts. Each Party shall deliver to the other Party a signed original of the counterpart executed by such Party. Each Party's signature page to a counterpart may be appended to any other counterpart to produce a complete document with the signature of all Parties. In any event, each executed counterpart shall be considered an original of one and the same agreement if each Party has executed at least one counterpart. Any signature to this Agreement delivered by a Party via facsimile transmission, electronic mail or other electronic means shall be deemed to be an original signature.

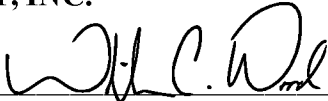
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Signature Page to Trademark Assignment

IN WITNESS WHEREOF, the Parties have executed this Assignment or caused this Assignment to be duly executed on their respective behalf, by their respective duly authorized officers, all as of the Effective Date.

ASSIGNOR:

TRUIST, INC.

By: 

Name: William C. Wood

Title: President & CEO

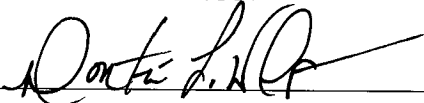
Date: June 7, 2019

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, the Parties have executed this Assignment or caused this Assignment to be duly executed on their respective behalf, by their respective duly authorized officers, all as of the Effective Date.

BB&T:

BB&T CORPORATION


By: 

Name: Donta L. Wilson

Title: Chief Digital and Client Experience Officer

Date: June 7, 2019

EXHIBIT 1**ASSIGNED TRADEMARKS**

Trademark	Reg. No.	Reg. Date.	Country	Owner
TRUIST	3,867,951	10/26/2010	United States	Truist, Inc.
	4,455,700	12/24/2013	United States	Truist, Inc.
TRUIST	TMA796572	05/3/2011	Canada	Truist, Inc.
TRUIST	2487157	1/2/2009	United Kingdom	Truist, Inc.