TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565264

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
People's United Bank, National Association		12/20/2019	National Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	The Provident Bank
Street Address:	5 Market Street
City:	Amesbury
State/Country:	MASSACHUSETTS
Postal Code:	01913
Entity Type:	chartered savings bank: MASSACHUSETTS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88076026	RESXMORTGAGE

CORRESPONDENCE DATA

Fax Number: 6176468646

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: 6176468000
Email: cxltrademarks@wolfgreenfield.com
Correspondent Name: Christina M. Licursi
Address Line 1: 600 ATLANTIC AVENUE
Address Line 2: Wolf, Greenfield & Sacks, P.C.
Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	P1140.20003US00
NAME OF SUBMITTER:	Christina M. Licursi
SIGNATURE:	/Christina M. Licursi/
DATE SIGNED:	03/04/2020

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**IP Assignment**"), dated January 17, 2020, is entered into by and between PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION, a national bank ("**Assignor**") and THE PROVIDENT BANK, a Massachusetts-chartered savings bank ("**Assignee**"), pursuant to the terms of that certain Asset Purchase Agreement, dated as of December 20, 2019, by and between Assignor and Assignee, as amended (the "**Purchase Agreement**"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, certain Intellectual Property Assets of Assignor;

WHEREAS, the registered owner of the Trademark (as defined below) is United Bank, a Connecticut state chartered bank ("**United Bank**"); and

WHEREAS, Assignor is the successor to United Bank, following the merger of United Bank with and into Assignor effective as of November 1, 2019.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, conveys, assigns, transfers, and assigns to Assignee, and Assignee hereby purchases and acquires, all of Assignor's right, title, and interest in and to the following Intellectual Property included in the Acquired Intellectual Property (the "Assigned IP"):

   a. the trademark set forth on Schedule 1 hereto, and the corresponding registrations and applications to register set forth on Schedule 1 hereto, and all issuances, extensions, and renewals thereof (the "Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark; and

   b. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Each of Assignee and Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Assignee.

3. This IP Assignment is given pursuant to the terms of the Purchase Agreement. The terms and conditions of the Purchase Agreement are incorporated herein by reference. In the event of a conflict or inconsistency between the provisions of this IP Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will prevail.

4. This IP Assignment shall bind and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

5. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

6. This IP Assignment 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 IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment. The counterparts of this IP Assignment may be executed and delivered by electronic transmission or facsimile signature by any of the parties to the other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic transmission or facsimile as if the original had been received; provided, however, that each party will provide the other party with original signature pages to the extent necessary, appropriate or desirable for purposes of recording the transfer of the Assigned IP with the United States Patent and Trademark Office and any corresponding entities or agencies in any applicable jurisdictions.

[***signature page follows***]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION

By_____
Name: Jeffrey J. Tengel
Title: Senior Executive Vice President

THE PROVIDENT BANK

By_____
Name: David P. Mansfield
Title: CEO

TRADEMARK
REEL: 006882 FRAME: 0378

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TRADEMARK
REEL: 006882 FRAME: 0379

SCHEDULE 1

ASSIGNED TRADEMARK

Word Mark	RESXMORTGAGE
Goods and Services	IC 036. US 100 101 102. G & S: Mortgage banking; Mortgage banking services, namely, origination, acquisition, servicing, securitization and brokerage of mortgage loans; Mortgage brokerage; Mortgage financing services; Mortgage lending; Mortgage refinancing; Financial services, namely, mortgage planning; Maintaining escrow accounts for mortgages
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	88076026