

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574132

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Woodforest National Bank		04/27/2020	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Woodforest Financial Services		
<b>Street Address:</b>	1330 Lake Robbins Drive		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	The Woodlands		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77380		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5764738	WOODFOREST WEALTH STRATEGIES	
<b>Registration Number:</b>	5764739	WOODFOREST WEALTH STRATEGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132286605		
<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>			
<b>Phone:</b>	7136328628		
<b>Email:</b>	mjesani@blankrome.com		
<b>Correspondent Name:</b>	Munira Jesani		
<b>Address Line 1:</b>	717 Texas Avenue		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	1756-00201		
<b>NAME OF SUBMITTER:</b>	Munira Jesani		
<b>SIGNATURE:</b>	/Munira Jesani/		
<b>DATE SIGNED:</b>	04/29/2020		
<b>Total Attachments: 3</b>			
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# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of April 27, 2020, is made by Woodforest National Bank, a Texas National Banking Association, located at 1330 Lake Robbins Drive, Suite 100, The Woodlands, Texas 77380 ("**Assignor**"), in favor of Woodforest Financial Services, Inc., a Texas corporation, located at 1330 Lake Robbins Drive, Suite 200, The Woodlands, Texas 77380 ("**Assignee**")

WHEREAS, Assignor wishes to convey, transfer, and assign to Assignee, among other assets, certain trademark rights of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) 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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same

agreement. A signed copy of this Trademark 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 Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

WOODFOREST NATIONAL BANK

By Charles A. Vernon

Name: Charles A. Vernon

Title: EVP

Address for Notices:

1330 Lake Robbins Drive, Suite 100  
The Woodlands, TX 77380

**SCHEDULE 1**  
**ASSIGNED TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
WOODFOREST WEALTH STRATEGIES & DESIGN	US	5,764,739	05/28/2019
WOODFOREST WEALTH STRATEGIES & DESIGN	US	5,764,738	05/28/2019