

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hilltop Holdings Inc.		02/16/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	PrimeLending, a PlainsCapital Company		
Street Address:	18111 Preston Road, Suite 900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75252		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88722969	LOANPLICITY	
Registration Number:	6108100	LOANPLICITY	
Serial Number:	90769141	LOANPLICITY	
Serial Number:	90769142	LOANPLICITY POWERED BY PRIMELENDING	
Registration Number:	5470433	PRIMELENDING	
Registration Number:	5325901	PRIMELENDING	
Registration Number:	6205161	PRIMELENDING	
Registration Number:	2902107	PRIMELENDING A PLAINSCAPITAL COMPANY	
Registration Number:	4886252	SMARTER HOME FINANCING WITH PRIMELENDING	
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:	TrademarksSF@winston.com		
Correspondent Name:	Irina Lyapis		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Irina Lyapis s/ker		

CH \$240.00 88722969

SIGNATURE:	/Irina Lyapis/
DATE SIGNED:	02/24/2022
Total Attachments: 3 source=TRADEMARK ASSIGNMENT Hilltop to PrimeLending#page1.tif source=TRADEMARK ASSIGNMENT Hilltop to PrimeLending#page2.tif source=TRADEMARK ASSIGNMENT Hilltop to PrimeLending#page3.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”), is entered into as of this 16th day of February 2022 (the “Effective Date”), by and between Hilltop Holdings Inc., a Maryland Corporation (“Assignor”) and PrimeLending, a PlainsCapital Company, a Texas corporation, (“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 registrations, applications, renewals and extensions for each of the foregoing, including those registrations and applications listed on Schedule A; (c) all of the goodwill associated with any of the foregoing and symbolized thereby; and (d) 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 Trademarks, in each case, effective as of the Effective Date.

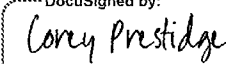
2. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Trademarks, and to issue any and all Trademarks to Assignee, as assignee of all of Assignor’s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

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.

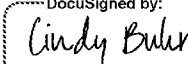
ASSIGNOR:

HILLTOP HOLDINGS INC.

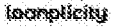
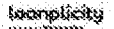
DocuSigned by:

By: _____
Name: Corey Prestidge
Title: General Counsel
Date: 2/16/2022

ASSIGNEE:

**PRIMELENDING, A PLAINSCAPITAL
COMPANY**

DocuSigned by:

By: _____
Name: Cindy Buhr
Title: General Counsel
Date: 2/16/2022

SCHEDULE A**Trademarks**

Mark/Name	App. No./Reg. No.
LOANPLICITY	SN: 88722969
LOANPLICITY	RN: 6108100 SN: 88977031
LOANPLICITY and Design 	SN: 90769141
LOANPLICITY POWERED BY PRIMELENDING and Design 	SN: 90769142
PRIMELENDING	RN: 5470433 SN: 87172337
PRIMELENDING	RN: 5325901 SN: 87975944
PRIMELENDING	RN: 6205161 SN: 88903966
PRIMELENDING A PLAINSCAPITAL COMPANY	RN: 2902107 SN: 76512890
SMARTER HOME FINANCING WITH PRIMELENDING	RN: 4886252 SN: 85886970