

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM776000

<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>
MUFG Union Bank, National Association		12/01/2022	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MUFG Americas Holdings Corporation		
<b>Street Address:</b>	1251 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4682717	MUFG UNION BANK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5037962900		
<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>	5032229981		
<b>Email:</b>	trademarks@schwabe.com		
<b>Correspondent Name:</b>	Schwabe, Williamson & Wyatt, P.C.		
<b>Address Line 1:</b>	1211 SW Fifth Avenue		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>ATTORNEY DOCKET NUMBER:</b>	107068-215102		
<b>NAME OF SUBMITTER:</b>	Allison Pentheny		
<b>SIGNATURE:</b>	/Allison Pentheny/		
<b>DATE SIGNED:</b>	12/22/2022		
<b>Total Attachments: 19</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Agreement”), dated as of December 1, 2022 (the “Effective Date”), is made by and among MUFG Union Bank, N.A., a national banking association (the “Bank”), UBOC Community Development Corporation, a corporation organized under the laws of the state of California (“UBOC”), UnionBanc Investment Services LLC, a limited liability company organized under the laws of the state of Delaware (“UBIS”), HighMark Capital Management, Inc., a corporation organized under the laws of the state of California (“HighMark”), The California-Sansome Corporation, a corporation organized under the laws of the state of California (“CSC”), UnionBanCal Mortgage Corporation, a corporation organized under the laws of the state of California (“UMC”), MUFG Union Bank Foundation, a nonprofit public benefit corporation organized under the laws of the state of California (“UBF”, together with UBOC, UBIS, HighMark, CSC, and UMC, the “Transferred Subsidiaries”) and MUFG Americas Holdings Corporation, a corporation organized under the laws of the state of Delaware (the “Seller” and each of the Bank, the Transferred Subsidiaries and Seller, a “Party” and collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, pursuant to the Share Purchase Agreement, dated September 21, 2021, by and among Mitsubishi UFJ Financial Group, Inc., a joint stock company (*kabushiki kaisha*) organized under the laws of Japan, Seller and U.S. Bancorp, a corporation organized under the laws of Delaware (the “SPA”), the Bank and the Transferred Subsidiaries (together, the “Assignors”) agreed to assign to the Seller certain Intellectual Property (as defined in the SPA), subject to the terms and conditions set forth in the SPA.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement and the SPA, the Parties, intending to be legally bound, agree as follows:

1. Definitions. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the SPA.

2. Assignment. The Assignors hereby assign, transfer, convey and deliver to the Seller all of the Assignors’ right, title and interest in, to and under (i) the Shared Software, (ii) the Seller Marks, including the Marks set forth on Schedule 1 hereto, together with all goodwill associated therewith or symbolized thereby, and (iii) Intellectual Property (other than Marks and Shared Software) that is owned by the Assignors and primarily used in, or primarily related to, the businesses of the Seller and its Affiliates (other than the Bank and the Transferred Subsidiaries, but including (A) the businesses conducted by the Bank and the Subsidiaries described in Schedule 4 attached to the SPA, and (B) the Excluded Assets and Liabilities) ((i), (ii) and (iii) together, the “Assigned IP”), including (a) all claims, causes of action, prosecution and registration rights and enforcement rights of any kind, and (b) all rights to sue for past, present or future infringement of any of the Assigned IP and to collect and retain any and all damages, costs, royalties, licensee fees, profits, injunctive relief and other remedies for or relating to any such past, present or future infringement of the Assigned IP or any and all claims relating thereto.

3. Authorization. The Parties hereby authorize and request the relevant Governmental Authority to record this Agreement so as to record and perfect Seller's ownership of the Assigned IP.

4. Further Assurances. From and after the Effective Date, upon the Seller's reasonable request and at the Seller's expense, the Assignors shall cooperate with the Seller to (i) execute, acknowledge and deliver all instruments of transfer, conveyance, assignment and assumption, powers of attorney and any other documents or instruments, (ii) file or cause to be filed all filings with the appropriate Governmental Authorities and (iii) take or cause to be taken all actions as may be reasonably required to convey and transfer to and vest in the Seller and protect its right, title and interest in, to and under all of the Assigned IP, and as otherwise may be appropriate to carry out the transactions contemplated by this Agreement.

5. Subject to SPA. This Agreement is being executed solely to give effect to the transactions contemplated by the SPA. Nothing in this Agreement, express or implied, is intended to, or will be construed to, modify, expand or limit in any way the terms of the SPA. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the SPA, the SPA will govern.

6. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and wholly to be performed in such State. EACH PARTY HERETO, TO THE EXTENT IT MAY LAWFULLY DO SO, HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY COURT OF THE STATE OF NEW YORK LOCATED IN THE BOROUGH OF MANHATTAN IN NEW YORK CITY AND THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AS WELL AS TO THE JURISDICTION OF ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN OR OTHER REVIEW SOUGHT FROM THE AFORESAID COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF SUCH PARTY'S OBLIGATIONS UNDER OR WITH RESPECT TO THIS AGREEMENT OR ANY OF THE AGREEMENTS, INSTRUMENTS OR DOCUMENTS CONTEMPLATED HEREBY, AND EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE AS TO VENUE IN ANY OF SUCH COURTS. The Parties hereby consent to and grant any such court jurisdiction over the person of such Parties and, to the extent permitted by Law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8.7 of the SPA or in such other manner as may be permitted by Law shall be valid and sufficient service thereof. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

7. Counterparts. This Agreement may be executed in two or more counterparts (including by facsimile, email or other electronic means such as ".pdf" or ".tiff" files), each of which shall be deemed to constitute an original, but all of which together shall be deemed to constitute one and the same instrument.

8. Miscellaneous. Sections 8.2 (*Amendment; Waiver*), 8.3 (*Entire Agreement*), 8.5 (*Specific Performance*), 8.8 (*Provisions Separable*) and 8.12 (*Waiver of Jury Trial*) of the SPA are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have executed or caused this Agreement to be executed as of the Effective Date.

**MUFG UNION BANK, N.A.**

By: Mark C. Thumser  
Name: Mark C. Thumser  
Title: Chief Financial & Strategy Officer  
Address: 1251 Avenue of the Americas  
New York, NY 10020

**UBOC COMMUNITY DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**UNIONBANC INVESTMENT SERVICES LLC**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**HIGHMARK CAPITAL MANAGEMENT, INC.**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**THE CALIFORNIA-SANSOME CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

*[Signature Page to Intellectual Property Assignment Agreement (Seller Marks and Excluded IP)]*

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the Effective Date.

**MUFG UNION BANK, N.A.**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**UBOC COMMUNITY DEVELOPMENT CORPORATION**

By: William Chatham  
Name: WILLIAM CHATHAM  
Title: MD RSE UnionBank  
Address:

**UNIONBANC INVESTMENT SERVICES LLC**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**HIGHMARK CAPITAL MANAGEMENT, INC.**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**THE CALIFORNIA-SANSOME CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

[Signature Page to Intellectual Property Assignment Agreement (Seller Marks and Excluded IP)]

**IN WITNESS WHEREOF**, the Parties have executed or caused this Agreement to be executed as of the Effective Date.

**MUFG UNION BANK, N.A.**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**UBOC COMMUNITY DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**UNIONBANC INVESTMENT SERVICES LLC**

By: Michael S. Mortensen  
Name: *Michael S. Mortensen*  
Title: *CEO U.B.I.S. LLC*  
Address: *530 B Street, Suite 2400  
San Diego, CA 92101*

**HIGHMARK CAPITAL MANAGEMENT, INC.**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**THE CALIFORNIA-SANSOME CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the Effective Date.

MUFG UNION BANK, N.A.

By: \_\_\_\_\_  
Name:  
Title:  
Address:

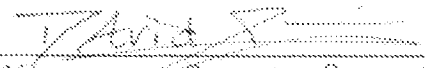
UBOC COMMUNITY DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:  
Address:

UNIONBANC INVESTMENT SERVICES LLC

By: \_\_\_\_\_  
Name:  
Title:  
Address:

HIGHMARK CAPITAL MANAGEMENT, INC.

By:  \_\_\_\_\_  
Name: DAVID PETIMAN  
Title: CEO, Highmark Capital  
Address: 445 So. Figueroa Street, 20th Floor  
Los Angeles CA 90071

THE CALIFORNIA-SANSOME CORPORATION

By: \_\_\_\_\_  
Name:  
Title:  
Address:



**IN WITNESS WHEREOF**, the Parties have executed or caused this Agreement to be executed as of the Effective Date.

**MUFG UNION BANK, N.A.**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**UBOC COMMUNITY DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**UNIONBANC INVESTMENT SERVICES LLC**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**HIGHMARK CAPITAL MANAGEMENT, INC.**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**THE CALIFORNIA-SANSOME CORPORATION**

By: **Jennifer Lin** \_\_\_\_\_  
Name: Jennifer Lin  
Title: Director  
Address:

Digitally signed by Jennifer Lin  
Date: 2022.11.23 17:18:44  
+08'00'

**UNIONBANCAL MORTGAGE  
CORPORATION**

By: Paula Iwasaki Digitally signed by Paula Iwasaki  
Date: 2022.11.21 14:44:00 -08'00'  
Name: Paula Iwasaki  
Title: President  
Address: 9885 Towne Centre Drive  
San Diego CA 92121

**MUFG UNION BANK FOUNDATION**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**MUFG AMERICAS HOLDINGS  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**UNIONBANCAL MORTGAGE  
CORPORATION**

By: \_\_\_\_\_

Name:

Title:

Address:

**MUFG UNION BANK FOUNDATION**

By:  \_\_\_\_\_

Name: Kathy Patoff

Title: COO, MUFG Union Bank  
Foundation

Address: 530 B Street Ste 1450 San Diego,  
CA 92101

**MUFG AMERICAS HOLDINGS  
CORPORATION**

By: \_\_\_\_\_

Name:

Title:

Address:

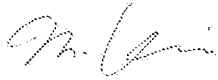
**UNIONBANCAL MORTGAGE  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**MUFG UNION BANK FOUNDATION**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**MUFG AMERICAS HOLDINGS  
CORPORATION**



By: \_\_\_\_\_  
Name: Masatoshi Komoriya  
Title: Executive Chairman  
Address:

**SCHEDULE 1**  
**SELLER MARKS**

**Trademarks:**

Mark	Jurisdiction	Appl. No.	File Date	Reg. No.	Reg. Date
BTMU TRADE MANAGER	United States of America	78/713559	15-Sep-05	3,277,366	7-Aug-07
MUFG UNION BANK	United States of America	86,088,614	10-Oct-13	4,682,717	3-Feb-15
MUFG AMERICAS HOLDINGS	United States of America	86/088599	10-Oct-13	4,682,716	3-Feb-15

**Domain Names:**

- mufgexchange.com
- bancomufg.com
- bancomufg.info
- bancomufg.net
- bancomufg.org
- btmu-americas.com
- btmucapital.com
- btmglobal.net
- intrepidib.com
- meetmufg.biz
- meetmufg.com
- meetmufg.info
- meetmufg.net
- meetmufg.org
- mufg-americas-careers.com
- mufg-americas.biz
- mufg-americas.com
- mufg-americas.info
- mufg-americas.jobs
- mufg-americas.net

- [mufg-americas.org](http://mufg-americas.org)
- [mufg-careers.biz](http://mufg-careers.biz)
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- mufgunion.bank
- mufgunionbank.bank
- bancomufg.us
- meetmufg.us
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- mufgusjobs.name
- mufgamericasholdings.name
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