FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

12/27/99

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

02-01-2000

REC

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TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [X] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[X] Mark if additional names of conveying parties attached

Name: U.S. Bancorp

Execution Date Month Day Year: 09231999

Formerly: FirsTier, Inc.

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Firstate Bank of Colorado

DBA/AKA/TA:

Composed of:

Address (line 1): 11210 Huron Street

Address (line 2):

Address (line 3): Denver (City) Colorado (State/Country) 80234-3010 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Colorado

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) Information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 402-476-2867

Name Barry Lake

Address (line 1) 941 "O" Street Ste.109

Address (line 2) Lincoln, NE 68508

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 5

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1453739		

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed [X] Deposit Account ☐

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Barry Lake Attorney at Law	Barry Lake	11-22-99
Name of Person Signing	Signature	Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date (Month Day Year): 09231999

Name: U.S. Bank National Association

Formerly: FirsTier, Inc.

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship State of Incorporation/Organization: Federal Bank Charter

Receiving Party
Enter Additional Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Firstate Bank of Colorado

DBA/AKA/TA:

Composed of:

Address (line 1): 11210 Huron Street

Address (line 2):

Address (line 3): Denver (City) Colorado (State/Country) 80234-3010 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

[X] Citizenship/State of Incorporation/Organization: Colorado

Trademark Application Number(s) or Registration Number(s)

[ ] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1453739		

Registration No. 1453739

AGREEMENT

This Agreement (the "Agreement") is made this 17th day of September, 1999 (the "Effective Date"), by and between U.S. Bancorp, a Delaware Corporation, and U.S. Bank National Association, a federally chartered commercial bank, both having a place of business at 601 Second Avenue South, Minneapolis, Minnesota 55402 (collectively "Seller") and Firstate Bank of Colorado, a Colorado corporation, having a place of business at 11210 Huron Street, Denver, Colorado 80234-3010 ("Purchaser").

WHEREAS, to the best of Seller's knowledge, Seller acquired certain rights in the mark identified on the attached Exhibit A, including any registrations issued in connection therewith (collectively the "Mark");

WHEREAS, Purchaser desires to acquire all rights in the Mark vested in Seller; and

WHEREAS, Seller is willing to sell such rights to Purchaser.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Rights.

1.1 Assignment of Mark. In consideration for the payment of the fee set forth in Section 2 below, and subject to the limitations of subsections 1.2 and 1.3 below, Seller hereby sells, assigns and transfers unto Purchaser all rights in the Mark vested in Seller, including that portion of the goodwill of the business associated with the Mark. Purchaser acknowledges and agrees that Seller is selling the Mark to Purchaser "as is," without any representations or warranties of any kind, and to the extent that there are any defects in the chain of title for the Mark or any registration therefor, Purchaser shall have sole responsibility for the correction of such chain of title at its own cost and expense; provided, however, Seller will at the reasonable request of Purchaser execute any additional documents prepared at the expense of Purchaser that may be necessary to transfer Seller's rights in the Mark to Purchaser. In the event that Seller is called as a witness or subpoened to testify in any litigation involving the Mark, Purchaser agrees to pay Seller's costs, expenses, and attorneys fees associated therewith.

1.2 License-Back. Purchaser hereby grants to Seller a nonexclusive, perpetual, royalty-free right and license to continue to use the FIRSTIER mark in connection with the advertising and sale of money market savings services to customers of Seller (including any of Seller's affiliates) who have purchased such services prior to the Effective Date of this Agreement.

1.3 Restriction on Purchaser's Right to Use the Mark. Notwithstanding the assignment of rights set forth in subsection 1.1 above, Purchaser acknowledges and

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agrees that (1) it will have no right to use and shall not use the FIRSTIER mark in the type style shown in the attached Exhibit A; (2) within sixty (60) days from the Effective Date of this Agreement, Purchaser shall file an application with the U.S. Patent and Trademark Office (the "PTO") requesting that the registration identified in the attached Exhibit A be amended to reflect the Mark in block letters; (3) in the event that Purchaser's application to amend the registration identified in the attached Exhibit A is denied by the PTO, Purchaser shall voluntarily cancel the registration and shall only refile an application to register the Mark if the Mark is depicted in block letters; (4) Purchaser shall not use the Mark in connection with any logo, design or color scheme unless such logo, design or color scheme is clearly distinguishable from the logo, design or color scheme previously used by Seller (including Seller's predecessors-in-interest); and (5) Purchaser shall not use the Mark in any form in the Omaha, Nebraska and Lincoln, Nebraska metropolitan areas for a period of twenty-four months from the Effective Date of this Agreement.

2. Fees. In consideration for the rights transferred herein, Purchaser agrees to pay to Seller upon Purchaser's execution of this Agreement, the sum of twenty-five thousand dollars ($25,000 US).

3. Miscellaneous.

3.1 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

3.2 Entire Agreement. This Agreement (including the attached Exhibit A) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof.

3.3 Succession. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

3.5 Headings. The Section and subsection headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

3.6 Notices. Any notice, request, demand, approval or other communication required or permitted herein shall be in writing addressed to the parties at the addresses set forth above, or other address subsequently specified by such party in writing, and shall be deemed given on the date received if delivered personally or sent by telefax (with transmission confirmed), on the next day if delivered by Federal Express or similar

delivery service, or on the third (3rd) day if deposited with the U.S. Post Office with postage prepaid.

3.7 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

3.8 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

U.S. BANCORP

Date 9/23/99

Print Lee R. Mitau

Title EVP, General Counsel & Secretary

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

LISA B. LARSON
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Comm. Expires Jan. 31, 2000

Lisa B Larson

I, a notary public and for the county and state aforesaid, do hereby certify that Lee R. Mitau, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he or she is EVP, G.C. & Secretary of U.S. Bancorp, that he or she signed, sealed and delivered said instrument as his or her free and voluntary act and deed for the uses and purpose therein set forth, and that he or she had full authority in this regard to act on behalf of U.S. Bancorp.

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U.S. BANK NATIONAL ASSOCIATION

Date 9/23/99

Print Lee R. Mitau
Title EVP, General Counsel & Secretary

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

LISA B. LARSON
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Comm. Expires Jan. 31, 2000

Lisa B. Larson

I, a notary public and for the county and state aforesaid, do hereby certify that Lee R. Mitau, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he or she is EVP, G.C. & Secretary of U.S. Bank National Association, that he or she signed, sealed and delivered said instrument as his or her free and voluntary act and deed for the uses and purpose therein set forth, and that he or she had full authority in this regard to act on behalf of U.S. National Association.

FIRSTATE BANK OF COLORADO

Date Sept 22, 1999

Print Ted Weiss
Title Pres/CEO

STATE OF Colorado)
) ss
COUNTY OF Adams)

I, a notary public and for the county and state aforesaid, do hereby certify that Timothy Weiss, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he or she is CEO of Firstate Bank of Colorado, that he or she signed, sealed and delivered said instrument as his or her free and voluntary act and deed for the uses and purpose therein set forth, and that he or she had full authority in this regard to act on behalf of Firstate Bank of Colorado.

BRENDA D. MATHEWS
NOTARY PUBLIC
STATE OF COLORADO

Brenda D. Mathews

My Commission Expires Aug. 10, 2002

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EXHIBIT A

Mark	Registration No.	Registration Date	Services
FirsTier	1,453,739	August 18, 1987	Banking Services