

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fifth Third Bank		07/15/2004	COMPANY: OHIO

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Amcore Financial, Inc.
<b>Street Address:</b>	501 Seventh Street
<b>Internal Address:</b>	P.O. Box 1537
<b>City:</b>	Rockford
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	61110
<b>Entity Type:</b>	CORPORATION: ILLINOIS

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2398496	MAKING IT EASIER

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)704-3001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	312-704-3336
<b>Email:</b>	kmulcahy@hinshawlaw.com
<b>Correspondent Name:</b>	Kourtney Mulcahy
<b>Address Line 1:</b>	222 North LaSalle Street
<b>Address Line 2:</b>	Suite 300
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	826653
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<b>NAME OF SUBMITTER:</b>	Kourtney Mulcahy
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<b>Total Attachments: 2</b>
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CH \$40.00 2398496

**ASSIGNMENT OF ALL RIGHTS, TITLE, AND INTERESTS IN SERVICE MARK**

THIS AGREEMENT is entered into on this 15<sup>th</sup> day of July, 2004 between FIFTH THIRD BANK, having its principal offices at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, herein referred to as "Assignor", and AMCORE FINANCIAL, INC., having its principal offices at 501 Seventh Street, Post Office Box 1537, Rockford, Illinois 61110, herein referred to as "Assignee".

WHEREAS, Assignor, is the owner of Registration No. 2398496 dated October 24, 2000, herein referred to as "Service Mark"; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interests in the Service Mark.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interests (including but not limited to, all registration rights with respect to the Service Mark, all rights to prepare derivative marks, all goodwill of the business symbolized by said mark, and all other rights), in and to the Service Mark.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of THREE THOUSAND DOLLARS (\$3,000.00), the receipt of which is hereby acknowledged.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
  - a. Assignor has the right, power and authority to enter into this Agreement;
  - b. Assignor is the exclusive owner of all rights, title, and interests, including all intellectual property rights, in the Service Mark;
  - c. The Service Mark is free of any liens, security interests, encumbrances and licenses;
  - d. The Service Mark does not infringe the rights of any person or entity;
  - e. There are no claims, pending or threatened, with respect to Assignor's rights in the Service Mark;
  - f. This Agreement is valid, binding, and enforceable in accordance with its terms; and
  - g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. Fees and Expenses. Each party shall be responsible for payment of any expenses, including attorneys' fees, incurred by them in connection with the negotiation of this Agreement. Notwithstanding the foregoing, the parties agree that in the event

of a breach of this Agreement, the non-breaching party shall be entitled to collect the costs, expenses and reasonable attorneys' fees incurred in the enforcement of this Agreement.

5. Amendment. No amendment or modification of this Agreement shall be valid or binding upon any party unless made in writing and signed by each party or their duly authorized executors, assigns, successors or representatives. The waiver by any party of the breach of any provision of this Agreement by another party shall not be construed as a waiver of any subsequent breach.
6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.
7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.
8. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof.

Signed on this 15<sup>th</sup> day of July, 2004.

FIFTH THIRD BANK

By Therese Paul  
Therese Paul



E. MIDDENDORF  
Notary Public, State of Ohio  
My Commission Expires  
May 24, 2007

E. Middendorf  
Notary Public

Signed on this 15<sup>th</sup> day of July, 2004.

AMCORE FINANCIAL, INC.

By Eleanor Doar  
Eleanor Doar

Karen L. Spurlock  
Notary Public

