

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Community Bank		04/07/2014	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	The University of South Carolina		
Street Address:	Osborne Administration Building, Room 109		
City:	Columbia		
State/Country:	SOUTH CAROLINA		
Postal Code:	29208		
Entity Type:	STATE AGENCY: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85775345	GAMECOCK PARK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8032214966		
Email:	kirby.shealy@arlaw.com		
Correspondent Name:	Kirby D. Shealy III		
Address Line 1:	1501 Main Street		
Address Line 4:	Columbia, SOUTH CAROLINA 29201		
NAME OF SUBMITTER:	Kirby D. Shealy III		
SIGNATURE:	/Kirby D. Shealy III/		
DATE SIGNED:	05/07/2014		
Total Attachments: 11			
source=Trademark Assignment w Exhibits#page1.tif			
source=Trademark Assignment w Exhibits#page2.tif			
source=Trademark Assignment w Exhibits#page3.tif			
source=Trademark Assignment w Exhibits#page4.tif			
source=Trademark Assignment w Exhibits#page5.tif			
source=Trademark Assignment w Exhibits#page6.tif			

OP \$40.00 85775345

source=Trademark Assignment w Exhibits#page7.tif
source=Trademark Assignment w Exhibits#page8.tif
source=Trademark Assignment w Exhibits#page9.tif
source=Trademark Assignment w Exhibits#page10.tif
source=Trademark Assignment w Exhibits#page11.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into by and between First Community Bank, headquartered at 5455 Sunset Boulevard, Lexington, South Carolina 29072 ("Assignor"), and the University of South Carolina, an educational institution and agency of the State of South Carolina ("Assignee").

WHEREAS, Assignee owns certain trademarks, service marks and trade names, including but not limited to the marks shown on Exhibit A attached hereto and incorporated herein by reference (collectively, the "USC Marks"); and

WHEREAS, on or about May 17, 2011, Assignor acquired the original developer's rights with respect to a parking facility located at 1055 Berea Road, Columbia, South Carolina by way of foreclosure of the original developer's mortgage, and began marketing and selling certain parking spaces under the designation "GAMECOCK PARK"; and

WHEREAS, on November 9, 2012, Assignor applied for a federal trademark registration from the United States Patent and Trademark Office for the word mark "GAMECOCK PARK," a copy of said registration information being attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, Assignor is willing to assign all of Assignor's right, title and interest in and to "GAMECOCK PARK" and the marks listed on Exhibit C (collectively "Assigned Marks"), including all goodwill pertaining thereto, to Assignee, and Assignee is willing to accept such assignment on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Transfer of Assigned Marks.

1.1 Assignor hereby transfers and assigns all of its right, title and interest whatsoever throughout the world in and to the Assigned Marks, all applications to register the Assigned Marks, and all registrations of the Assigned Marks, together with the goodwill of all business connected with the use of and symbolized by the Assigned Marks, to the Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to continue any pending trademark administrative actions or sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks.

1.2 Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Marks anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignee shall have control over the Assigned Marks, including control over the nature and quality of the goods or services on or in connection with which the marks are used, and shall at all times be given access to any and all resources of Assignor necessary to exercise such control. Assignee shall bear any reasonable cost associated with the use of Assignor's resources for such purpose.

1.3 Assignor covenants that it has transferred the Assigned Marks which are a distinct and separate portion of the Assignor's business lines. Assignor covenants not to use or display the Assigned Marks, or any other mark that is confusingly similar, in connection with the line of business and good will transferred to the Assignee, except by authorization of Assignee.

1.4 To effect the transfer of ownership of the Assigned Marks to Assignee, including the goodwill of all business connected with the use of and symbolized by the Assigned Marks, Assignor shall, upon request of Assignee:

(a) Provide Assignee with information and documentation regarding the standards, specifications and marketing to which the Assigned Marks relate, including but not limited to all drawings, artwork, design work, files, customer names, vendor information, marketing plans and information, brochures and advertisements ("Business Information"); and

(b) Furnish Assignee with access to the files evidencing all proceedings involving the Assigned Marks and provide access to counsel familiar with such proceedings. Assignee shall bear any reasonable cost associated with gaining such access.¹

1.5 Assignor further assigns and transfers to Assignee all right, title and interest of the Assignor in and to all copyrights, copyright applications, copyright registrations, moral rights and rights of authorship in the Assigned Marks ("Gamecock Park Copyrights"). This assignment further includes an assignment of any and all causes of action heretofore accrued in Assignor's favor for infringement by others of any such copyrights.

1.6 Assignor further assigns and transfers to Assignee all right, title and interest that it may have to any domain names and online social media accounts related to, used in connection with, or containing the Assigned Marks including all Facebook, Twitter, MySpace, LinkedIn and other social media accounts, as well as, any and all user names, account numbers, passwords and technical documentation to enable transfer and use of such domain names and online social media accounts ("Internet Assets"). In connection with such assignment and transfer to Assignee, however, the parties acknowledge the following:

(a) Assignor represents and reasonably believes it is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the domain name www.gamecockpark.com and the Assigned Marks; provided, however, Assignor hereby discloses to Assignee and Assignee acknowledges that Whit Suber, an individual formerly associated with Assignor ("Suber") registered the domain name www.gamecockpark.com and may claim ownership of or an interest in such domain name and the Assigned Marks; provided, further, however, that Assignor represents and warrants that it disputes any claim of ownership in and to said domain name and the Assigned Marks by Suber, and further represents that it has not assigned or otherwise transferred to Suber any interest it may have in said domain name and the Assigned Marks.

(b) Except as set forth in Paragraph 1.6(a) herein, Assignor represents and warrants it has not assigned to or otherwise authorized any individual or entity to make use of the Assigned Marks, Gamecock Park Copyrights or Internet Assets .

2. Further Assurances.

2.1 Assignor further covenants not to contest or challenge the validity of the Assigned Marks, any applicable registrations thereof or the ownership of the Assigned Marks by Assignee.

2.2 Assignor shall, upon request of Assignee, execute and deliver such further instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Marks, Business Information, Gamecock Park Copyrights and Internet Assets to Assignee. Assignor therefore agrees:

(a) To execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Marks, Business Information, Gamecock Park Copyrights or Internet Assets;

(b) To provide testimony and other evidence in connection with any proceeding affecting the right, title or interest of Assignee in the Assigned Marks, Business Information, Gamecock Park Copyrights or Internet Assets; and

(c) To perform any other acts deemed necessary to carry out the intent of this Agreement.

3. Cessation of Use of Assigned Marks and USC Marks. Subject to the phase-out period set forth in Paragraph 4 herein:

3.1 Assignor agrees and shall discontinue, cease and forever desist from all uses of the Assigned Marks, the USC Marks, and all trademarks, service marks, trade names and

other indicia and any phonetic equivalents or colorable imitations thereof or that are likely to cause consumer confusion or dilution, false designation of origin, false association, sponsorship or endorsement with Assignee and its business, including but not limited to its athletics programs, or its intellectual property rights, including without limitation, the USC Marks.

3.2 Assignor shall cease to use and shall replace or cause to be replaced all current uses of the Assigned Marks and the USC Marks to identify or to advertise any goods, businesses or services of Assignor in every manner including without limitation on Internet Assets, signage, websites, the internet, print, television, radio and electronic advertisements, on tags, labels, invoices, documents, business stationery, business cards and other business materials.

3.3 Assignor shall notify and cause any entity or business with which Assignor has paid or otherwise requested a service or listing involving or utilizing the Assigned Marks and the USC Marks to cease and forever desist from all such uses of the Assigned Marks and the USC Marks.

3.4 Assignor shall take all steps necessary to amend any local, state or federal filings made by or on behalf of Assignor and related to Assignor's business that refer to the Assigned Marks and the USC Marks so as to cease and forever desist from the use of all references to the Assigned Marks and the USC Marks.

4. Phase-Out Period.

4.1 Assignor is authorized to continue to use the Assigned Marks and the USC Marks until December 31, 2013, solely in their current form only and without expanding the scope or manner of its current use of the Assigned Marks and the USC Marks, for the limited purpose of phasing-out its existing use of the Assigned Marks and the USC Marks (the "Phase-Out Period").

4.2 Notwithstanding the Phase-Out Period set forth in Paragraph 4.1 herein, Assignor agrees that the transfer of its rights, title and interest in and to the Assigned Marks and the USC Marks to Assignee shall be effective upon the effective date of this Agreement, and that Assignee shall be entitled to make use of the Assigned Marks and the USC Marks, in its discretion and without limitation, immediately upon such effective date.

5. Payment.

5.1 In consideration for the transfer of the Assigned Marks, Business Information, Gamecock Park Copyrights and Internet Assets, and the other agreements of the parties as set forth herein, Assignee shall pay Assignor the sum of Ten Thousand Dollars (\$10,000.00). Payment shall be made within ten (10) days after the complete execution of this

Agreement.

6. Representations and Warranties.

6.1 Assignor represents and warrants that, except as set forth in Paragraph 1.6(a) herein:

(a) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Assigned Marks, Business Information, Gamecock Park Copyrights and Internet Assets, free and clear of any liens, charges and encumbrances;

(b) To the knowledge of Assignor, the Assigned Marks, as heretofore used in connection with Assignor's business, do not infringe the rights of any other person or entity, nor has the use of the Assigned Marks by Assignor otherwise entailed any conduct subject to sanctions under the Lanham Act, 15 U.S.C. § 1114, or comparable laws of other jurisdictions;

(c) Assignor has not entered into any agreement, license, release or order that restricts the right of Assignor or Assignee to use the Assigned Marks, Business Information, Gamecock Park Copyrights or Internet Assets in any way;

(d) This Agreement does not violate any security agreement, indenture, order, or other instrument or agreement to which Assignor, or either of them, is a party; and

(e) Assignor has not used, registered, attempted to register or assisted any other party in using, registering, or attempting to register, and it will not use, attempt to register or assist any other party in using or attempting to register any name or mark confusingly similar to the Assigned Marks.

6.2 Assignor hereby agrees to indemnify Assignee and its employees, officers, agents, successors and assigns, from and against any and all claims, expenses, costs, damages, losses and liabilities, whether accrued, absolute, contingent or otherwise, (including reasonable attorneys' fees) which may at any time be asserted against or suffered by Assignee, its employers, officers, agents, successors and assigns, as a result of, on account of or arising from any breach of this Agreement or the use of the Assigned Marks, Business Information, Gamecock Park Copyrights or Internet Assets by Assignor.

6.3 Subject to Assignee's compliance with the terms and conditions of this Agreement, Assignor hereby waives, relinquishes, releases and forever discharges Assignee, its officers, administrators, agents and employees, in both their individual and official capacities,

from all actions, causes of action, claims and demands whatsoever, whether in law or equity, and whether currently known or unknown, arising out of or related to Assignee's use of the Assigned Marks occurring prior to the effective date of this Agreement.

6.4 Subject to Assignor's compliance with the terms and conditions of this Agreement and the material accuracy of the representations and warranties contained herein, Assignee hereby waives, relinquishes releases and forever discharges Assignor, its officers, directors, shareholders, agents and employees, from all actions, causes of action, claims and demands whatsoever, whether in law or equity, and whether currently known or unknown, arising out of or related to Assignor's use of the Assigned Marks and the USC Marks in connection with that certain parking facility located at 1055 Berea Road, Columbia, South Carolina, and occurring prior to the effective date of this Agreement.

7. Miscellaneous.

7.1 The provisions of this Agreement constitutes the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.

7.2 Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

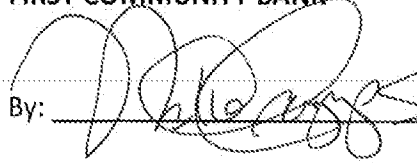
7.3 The terms of this Agreement are severable. If any term is declared invalid, it shall not affect the remaining terms which shall continue to be binding and subsisting.

7.4 Nothing in this Agreement shall create a partnership or joint venture, or establish the relationship of principal and agent, or any other relationship of a similar nature between the parties.

7.5 This Agreement shall be interpreted and governed by the laws of South Carolina, without reference to diversity of jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

FIRST COMMUNITY BANK

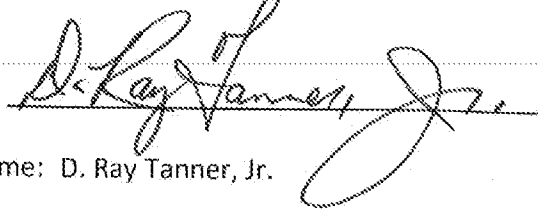
By: 

Name: Michael C. Crapps

Title: President and Chief Executive Officer

Date signed: Feb 2, 2014

UNIVERSITY OF SOUTH CAROLINA

By: 

Name: D. Ray Tanner, Jr.

Title: Director of Athletics

Date signed: 4-7-14

And: 

Name: Amy E. Stone

Title: SECRETARY BOARD OF TRUSTEES

Date signed: 3-17-2014

EXHIBIT A

USC Marks

UNIVERSITY OF SOUTH CAROLINA GAMECOCKS



PRIMARY MARKS

1 For white or light backgrounds.

2 For black and white use.

3 For black and white use.

4 For black and white use.

5 For white or light backgrounds.

6 For black and white use.

7 For white or light backgrounds.

8 For white or light backgrounds.

9 For white or light backgrounds.

10 For white or light backgrounds.

11 For white or light backgrounds.

PRIMARY ATHLETIC SPIRIT MARKS

Spirit marks 8-14 are available with the Block C, with the Gamecock, and as type only on white, black, and garnet backgrounds.

8 For white or light backgrounds.

9 For white or light backgrounds.

10 For white or light backgrounds.

11 For white or light backgrounds.

VERBAGE

University of South Carolina Gamecocks Spirited Gamecocks™ Spartan Gamecocks™ Gamecocks Fighter Gamecocks™ Cocks (See below for guidelines on use)	Cock Cock a Fin™ The Game Wye™ The Game Wye Spartan Gamecocks™ USC™ (See below for guidelines on use) University of South Carolina School of Medicine™	LOCATION: COLUMBIA, SC MASCOT: GAMECOCKS MASCOT NICKNAME: COCKY	ESTABLISHED DATE: 1861 CONFERENCE: SOUTHEASTERN CONFERENCE (SEC)
--	---	--	--

SECONDARY ATHLETIC SPIRIT MARKS

When setting type, TTC Machine medium is the preferred font. Set the horizontal scale to 125% and letter space to complement the spirit mark.

12 For white or light backgrounds.

13 For white or light backgrounds.

14 For white or light backgrounds.

15 For white or light backgrounds.

16 For white or light backgrounds.

17 For white or light backgrounds.

18 For white or light backgrounds.

19 For white or light backgrounds.

SPORT SPECIFIC MARKS

20 For white or light backgrounds.

21 For white or light backgrounds.

22 For white or light backgrounds.

23 For white or light backgrounds.

TRADEMARK

REEL: 005275 FRAME: 0940

NOTE: The marks of the University of South Carolina are controlled under a licensing program administered by The Collegiate Licensing Company.

SCHOOL COLORS	PANTONE COLORS	THREAD COLORS
GARNET	PANTONE 202	MADEIRA RAYON 1182
BLACK	PANTONE PROCESS BLACK	BLACK
YELLOW (MASCOT MARK ONLY)	PANTONE 116	MADEIRA POLYNEON 1961
WHITE		WHITE

CONTRACT	BLACK	YELLOW
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADDITIONAL PERTINENT INFORMATION

Yes	No	Restrictions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	University emblem permitted on products for resale:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alterations to emblem permitted:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Overlaying / interlocking graphics permitted with emblem:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	University licenses consumables:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	University licenses health & beauty products:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	University permits numbers on products for resale:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mascot caricatures permitted:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cross licensing with other marks permitted:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO USE of current player's name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO REFERENCE to alcohol, drugs, or tobacco-related products may be used in conjunction with University marks.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The use of the term "Cocks" on University of South Carolina product designs requires a special license type.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The use of the term "Cocks" still requires the use of another University of South Carolina logo or word mark on the design.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	"USC" by itself is strictly prohibited.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	"USC" if used, must be accompanied by the full verbiage "University of South Carolina" where possible.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	"SC" if used, must be used in conjunction with another University mark.

EXHIBIT B

United States Trademark Registration for GAMECOCK PARK

EXHIBIT C

The Assigned Marks shall include the following:

- 1) Common law trademark rights in the trademark GAMECOCK PARK
- 2) United States trademark registration for GAMECOCK PARK