

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Purchase of Assets and Liability Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
State Street Bank and Trust Company		05/06/1999	TRUST: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Citizens Bank of Massachusetts		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	TRUST: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1352564	MODEL 204	
Registration Number:	1352565	204	
Registration Number:	1236128	ACCOLADE	
Registration Number:	1356296	IMAGINE	
Registration Number:	1241604	ACCOLADE	
CORRESPONDENCE DATA			
Fax Number:	(617)345-3299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(617) 345-3000		
Email:	mschepper@burnslev.com		
Correspondent Name:	Marlo M. Schepper		
Address Line 1:	Burns & Levinson LLP		
Address Line 2:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		

CH \$140.00 1352564

ATTORNEY DOCKET NUMBER:	33801-1
NAME OF SUBMITTER:	Marlo M. Schepper
Signature:	/Marlo M. Schepper/
Date:	03/29/2010
Total Attachments: 9 source=4066_001#page1.tif source=4066_001#page2.tif source=4066_001#page3.tif source=4066_001#page4.tif source=4066_001#page5.tif source=4066_001#page6.tif source=4066_001#page7.tif source=4066_001#page8.tif source=4066_001#page9.tif	

EXECUTION COPY

PURCHASE OF ASSETS AND LIABILITY ASSUMPTION AGREEMENT

by and between

STATE STREET BANK AND TRUST COMPANY

and

CITIZENS BANK OF MASSACHUSETTS

as of

May 6, 1999

ARTICLE I

DEFINITIONS

1.1 Definitions.

"Accrued Liabilities" shall mean those liabilities accrued in accordance with generally accepted accounting principles and set forth on Schedule 3.17.

"Affiliate" shall mean any individual, partnership, corporation or other organization or entity directly or indirectly controlling, controlled by or under common control with the subject entity through the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity whether through the ownership of voting securities, by contract or otherwise. Without limiting the foregoing, the ownership, direct or indirect, of a 10% interest in such entity shall be deemed to be control.

"Agreement" shall mean this Purchase of Assets and Liability Assumption Agreement by and between Seller and Buyer.

"Allocation Agreement" shall have the meaning set forth in Section 8.6.

"Assets" shall have the meaning set forth in Section 2.1(a).

"Assigned Cash Management Services Agreement" shall have the meaning set forth in Section 5.9.

"Assigned Equity Investments" shall have the meaning set forth in Section 5.8.

"Assigned Letters of Credit" shall have the meaning set forth in Section 3.10.

"Assigned Loans" shall have the meaning set forth in Section 3.9(a). *

"Assigned Warrants" shall have the meaning set forth in Section 5.7.

"Assumed Contracts" shall have the meaning set forth in Section 5.5.

"Bank Assignment and Assumption Agreement" shall have the meaning set forth in Section 3.9(d).

"Basket" shall have the meaning set forth in Section 15.2(d).

"Branch" shall mean one of the branch offices (for purposes of this Agreement, ATMs and loan production offices are deemed to be branch offices) being sold by Seller to Buyer listed on Exhibit A hereto, and "Branches" shall mean all such branch offices.

"Subsidiary" of a Person shall mean any Company, of which such Person owns more than a 50% interest.

"Taxes" means all taxes, charges, fees, levies or other like assessments, including, without limitation, income, gross receipts, excise, real and personal and intangible property, sales, use, transfer, transfer gain, withholding, license, payroll, recording, ad valorem and franchise taxes imposed by the United States, or any state, local or foreign government or subdivision or agency thereof; and such term shall include any interest, penalties or additions to tax attributable to such assessments.

"Tax Returns" shall mean any report, return or other information required to be supplied to a taxing authority in connection with Taxes.

"Transferred Employees" shall have the meaning set forth in Section 8.3(a).

"WARN Act" shall mean the Worker Adjustment and Retraining Act, as amended.

"Warrants" shall mean any warrants, options, convertible obligations or other rights to acquire equity owned by Seller or an affiliate and being transferred as part of the Business.

"Willard Branch" shall have the meaning set forth in Section 8.10.

"Withholding Obligations" shall have the meaning set forth in Section 8.8.

ARTICLE II

TERMS OF PURCHASE AND ASSUMPTION

2.1 Purchase and Sale of Assets.

(a) Pursuant to the terms of this Agreement, Seller shall sell, transfer, convey and assign to Buyer, and Buyer shall purchase and acquire from Seller, as of the Close of Business on the Closing Date, all of Seller's right, title and interest in and to each of the following, except as specifically provided herein, which are collectively referred to herein as the "Assets":

- (i) the Personal Property;
- (ii) the Assigned Loans; *
- (iii) the Assumed Contracts;
- (iv) the Branch Leases;

- (v) the Records;
- (vi) the Cash on Hand;
- (vii) the Prepaid Expenses;
- (viii) the Assigned Warrants;
- (ix) the Assigned Equity Investments;
- (x) the Assigned Letters of Credit;
- (xi) the Assigned Cash Management Services Agreements;
- (xii) the Miscellaneous Assets;
- (xiii) the customer lists delivered to Buyer pursuant to the terms of this Agreement;
- (xiv) the new business prospects, new business proposals, loans in process and all other new business opportunities being pursued by the Business; and
- (xv) the benefits, rights, rights of action and claims (express or implied) related to assets acquired, liabilities assumed by Buyer pursuant to the terms of this Agreement. *

(b) In addition, Seller agrees to be bound, effective upon consummation of the Closing, by the terms of the covenant not to compete set forth in Section 6.6.

2.2 Assumption of Liabilities. Pursuant to the terms of this Agreement, Buyer shall assume at the Close of Business on the Closing Date the Deposits, and the liabilities and obligations of Seller with respect to each of the following (the items listed below are collectively referred to as the "Liabilities"):

- (i) the Deposits;
- (ii) the Assigned Loans;
- (iii) the Assumed Contracts;
- (iv) the Branch Leases;
- (v) the ownership and operation of the Personal Property;
- (vi) any fees received and deferred in accordance with Financial Accounting Standards Release No. 91 net of associated deferred expenses (the "FAS 91 Fees");
- (vii) the Accrued Liabilities;

been originated and administered in accordance with the terms of the respective governing documents and all applicable laws and regulations in all material respects. The Deposits are insured by the FDIC in accordance with the Federal Deposit Insurance Act and Seller has paid all assessments due thereunder.

3.8 Personal Property. Provided herewith as Schedule 3.8 is a schedule, complete and accurate in all material respects, of all furniture, fixtures, equipment, data processing, teller servicing, and computer equipment, alarm systems, supplies, improvements (including leasehold improvements) and other tangible personal property (including safe deposit boxes, ATMs and other related equipment, and all furniture and equipment associated with the Business being transferred to Buyer, excluding (i) interior and exterior signs bearing, or in the shape of, the Seller emblem, Seller sign facings and Seller alphabetic signs and all related sign cases (but not the structures, if any, supporting such sign cases), (ii) other items that specifically identify Seller by name or logo, (iii) appreciated fine art and items of historical value (including, but not limited to, the exhibit commonly known as the "Forbes Office," located at 53 State Street, Boston, Massachusetts), and (iv) furniture and equipment associated with any Seller business not a part of the Business, which schedule specifies the Net Book Value of each such item as shown on the financial records of Seller, computed as of the date indicated thereon.

3.9 Loans.

(a) Provided herewith as Schedule 3.9.1 is a schedule, complete and accurate in all material respects, of all Loans as of March 31, 1999 being purchased in connection with the acquisition of the Corporate Banking Division. Provided herewith as Schedule 3.9.2 is a schedule, complete and accurate in all material respects, of all Loans as of March 31, 1999 being purchased in connection with the acquisition of the Specialized Lending Division. Provided herewith as Schedule 3.9.3 is a schedule, complete and accurate in all material respects, of all Loans as of March 31, 1999 being purchased in connection with the acquisition of the Communications Lending Division. Provided herewith as Schedule 3.9.4 is a schedule, complete and accurate in all material respects, of all Loans as of March 31, 1999 being purchased in connection with the acquisition of the Metropolitan Division. Provided herewith as Schedule 3.9.5 is a schedule, complete and accurate in all material respects, of all Loans as of March 31, 1999 being purchased in connection with the acquisition of the Commercial Finance Division. Provided herewith as Schedule 3.9.6 is a schedule, complete and accurate in all material respects, of all overdraft lines of credit as of March 31, 1999 being purchased hereunder by Buyer (all Loans contained in the schedules described in this Section 3.9(a) collectively referred to as the "Assigned Loans"). Schedules 3.9.1 through 3.9.6 shall include the following information for each Assigned Loan: account number, borrower name, the outstanding principal amount of the applicable Note(s) and the outstanding accrued interest on the Note(s). *

Each Assigned Loan, to Seller's knowledge, constitutes a legal, valid and binding obligation of such borrower(s) or obligor(s), enforceable against such borrower(s) and other obligor(s) in accordance with its terms, except as enforceability may be limited by several principles of equity, whether applied in a court of law or equity, and bankruptcy, insolvency and similar laws affecting creditors' rights and remedies generally.

(b) Each Assigned Loan was made or acquired by Seller: (i) in the ordinary course of business at the time such Assigned Loan was made or acquired; (ii) in accordance with then existing laws and regulations; and (iii) substantially in accordance with Seller's underwriting and documentation guidelines then in effect at the time of origination or acquisition. Each Assigned Loan has been administered substantially in accordance with (i) Seller's standard loan servicing and operating procedures as in effect from time to time, (ii) applicable laws and regulations and (iii) the respective loan documents governing each Assigned Loan. None of the rights or remedies under the documentation relating to the Assigned Loans have been amended, modified, waived, subordinated or otherwise altered by Seller, other than in good faith and in the ordinary course of business.

(c) Seller has provided to Buyer, for the Assigned Loans, information relating to the name of the borrower/debtor and all or substantially all of the original UCC financing statements (and any continuations thereof) relating thereto.

(d) Provided herewith as Schedule 3.9.8 is a schedule setting forth each Assigned Loan for which the applicable credit facility requires Seller to obtain an executed assignment and assumption agreement ("Bank Assignment and Assumption Agreement") prior to any assignment of its syndicated interest.

3.10 Letters of Credit. Provided herewith as Schedule 3.10 is a schedule, complete and accurate in all material respects, of all Letters of Credit, being transferred to Buyer pursuant to this Agreement (the "Assigned Letters of Credit").

3.11 Cash Management Services Agreements. Provided herewith as Schedule 3.11 is a schedule, complete and accurate in all material respects, of all Cash Management Services Agreements being transferred to Buyer pursuant to this Agreement.

3.12 Contracts. Provided herewith as Schedule 3.12 is a schedule, complete and accurate in all material respects, of contracts relating to the operation of the Business and being transferred to Buyer pursuant to this Agreement. To Seller's knowledge, each party to such contracts has performed in all material respects its obligations thereunder to the extent that such obligations to perform have accrued and none of such contracts was entered into outside of the ordinary course of Seller's business or is materially burdensome to the Business. To Seller's knowledge, each such contract constitutes the legal, valid and binding obligation of Seller and the respective third party and is enforceable in accordance with its terms.

3.13 Branch Leases. Attached hereto as Schedule 3.13 is a schedule, complete and accurate in all material respects of each real property lease pursuant to which Seller leases the premises of the Leased Branches (the "Branch Leases"). True and complete copies of each lease (including any amendments, letter agreements and side-letters relating thereto) being assumed by Buyer have been provided to Buyer. To Seller's knowledge, the lessor and Seller have performed in all material respects their obligations under such branch leases to the extent such obligations to perform have accrued.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


STATE STREET BANK AND TRUST COMPANY

Marshall N. Carter

Marshall N. Carter, Chairman and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CITIZENS BANK OF MASSACHUSETTS



Name: Stephen D. Steinour
Title: Executive Vice President

*
Schedule 3.9.2 - Specialized Lending Division

Contract#	CustomerNo	Borrower Name	Total Commitment	LoanOutstanding
SPECIALIZED INDUSTRIES				
		TECH		
100	10000259	[REDACTED]	\$23,000,000.00	\$15,681,179.70
101	00416909	[REDACTED] INC	\$2,076,923.08	\$927,892.30
102	00416909	[REDACTED] INC	\$3,426,923.08	\$3,426,923.08
103	00416909	[REDACTED] INC	\$3,461,538.46	\$3,461,538.46
104	10001013	[REDACTED] INC.	\$1,607,142.88	\$857,142.88
105	10001013	[REDACTED] INC.	\$13,392,857.14	\$7,424,999.98
106	01428523	[REDACTED] INC.	\$15,000,000.00	\$0.00
107	01993252	COMPUTER CORPORATION OF AMERI ✓	\$158,318.00	\$0.00 ✓
108	02473351	[REDACTED] INC	\$6,000,000.00	\$668,668.67
109	02473351	[REDACTED]	\$14,000,000.00	\$14,000,000.00
110	02730406	[REDACTED] CORPORATION	\$8,000,000.00	\$4,700,000.00
111	03288340	[REDACTED] WEST	\$7,652,777.77	\$7,608,796.29
112	03288340	[REDACTED] WEST	\$1,759,000.00	\$387,037.02
113	10007106	[REDACTED] INC.	\$1,200,000.00	\$848,200.08
114	10007106	[REDACTED] INC.	\$2,600,000.00	\$2,600,000.00
115	10002945	[REDACTED] INC.	\$5,584,999.50	\$347,854.75
116	10002945	[REDACTED] INC.	\$1,080,156.64	\$1,080,156.64
117	10002945	[REDACTED] INC.	\$1,286,071.53	\$1,286,071.53
118	10001218	[REDACTED] INC.	\$10,704,545.46	\$10,704,545.46
119	10001218	[REDACTED] INC.	\$4,090,909.09	\$518,181.82
120	10005427	[REDACTED] CORPORATION	\$9,971,428.57	\$9,971,428.57
121	08210205	[REDACTED]	\$950,000.00	\$0.00
122	08544744	[REDACTED] CORPORATION	\$100,000.00	\$0.00
123	10007898	[REDACTED] INC.	\$4,866,666.67	\$0.00
124	10007898	[REDACTED] INC.	\$2,333,333.33	\$2,333,333.33
125	10007898	[REDACTED] INC.	\$2,000,000.00	\$2,000,000.00
126	08953382	[REDACTED] INC.	\$10,600,000.00	\$0.00
127	10001231	[REDACTED] INC.	\$16,500,000.00	\$0.00
128	10001231	[REDACTED] INC.	\$8,500,000.00	\$0.00
129	05976006	[REDACTED] GROUP	\$3,000,000.00	\$3,000,000.00
130	05976006	[REDACTED] GROUP	\$1,250,000.00	\$431,170.93
131	05976006	[REDACTED] GROUP	\$3,000,000.00	\$3,000,000.00
132	10008711	[REDACTED] INC.	\$15,000,000.00	\$0.00
133	09409301	[REDACTED] INC	\$5,000,000.00	\$3,880,000.00
134	09409301	[REDACTED] INC	\$14,000,000.00	\$4,144,509.31
135	09409301	[REDACTED] INC	\$14,000,000.00	\$4,144,509.31
UGH TECH			\$223,551,591.18	\$105,467,438.78

Monday, May 05, 1999