

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|---|---------------------|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PNC BANK, NATIONAL ASSOCIATION | | 10/26/2012 | UNINC. ASSOCIATION: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Union Bank, N.A. | | |
| Street Address: | 400 California Street | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94104 | | |
| Entity Type: | UNINC. ASSOCIATION: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3179628 | GOOD SHEPHERDS BANK | |
| Registration Number: | 3261385 | SMART STREET | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4127624334 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 4127682966 | | |
| Email: | susan.lloyd@pnc.com | | |
| Correspondent Name: | Robert J. Pugh | | |
| Address Line 1: | 249 Fifth Avenue | | |
| Address Line 2: | Mail Stop P1 POPP 21 1 | | |
| Address Line 4: | Pittsburgh, PENNSYLVANIA 15222 | | |
| NAME OF SUBMITTER: | Robert J. Pugh | | |
| Signature: | /Robert J. Pugh/ | | |

CH \$65.00 3179628

Date:

10/26/2012

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

Between

PNC BANK, NATIONAL ASSOCIATION

and

UNION BANK, N.A.

Dated as of October 26, 2012

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated and effective as of October 26, 2012 (the "Effective Date"), between PNC Bank, National Association, a national banking association, organized under the laws of the United States, with its principal office located in Pittsburgh, Pennsylvania ("Assignor"), and Union Bank, N.A., a national banking association, organized under the laws of the United States, with its principal office located in San Francisco, California ("Assignee").

WHEREAS, Assignor and Assignee are parties to a Purchase and Assumption Agreement, dated as of April 20, 2012 (the "P&A Agreement"), pursuant to which Assignor has agreed, subject to the terms and conditions of the P&A Agreement, to assign and transfer to Assignee the Trademarks (as defined herein) and any goodwill attaching thereto.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, and intending to be legally bound, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Defined Terms. For the purpose of this Agreement, the following terms shall have the meanings set forth below.

"Assignor" has the meaning set forth in the Introductory Paragraph.

"Assignee" has the meaning set forth in the Introductory Paragraph.

"Agreement" means this Trademark Assignment Agreement and the Schedule hereto.

"Effective Date" has the meaning set forth in the Introductory Paragraph.

"P&A Agreement" has the meaning set forth in the Whereas clause above.

"Parties" means the parties to this Agreement.

"Transferred Intellectual Property Rights" has the meaning set forth in the P&A Agreement.

"Trademarks" means the registered trademarks and trademark applications set out in the Schedule to this Agreement, along with all unregistered or common law trademarks included within the Transferred Intellectual Property Rights.

ARTICLE II

ASSIGNMENT AND ASSUMPTION

SECTION 2.01. Assignment and Assumption of the Trademarks. Upon the terms and subject to the conditions of this Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor, the Assignor hereby conveys, assigns, transfers and delivers to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in and to the Trademarks together with any common law rights therein and the goodwill attaching thereto.

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

SECTION 3.02. Governing Law. This Agreement and all assignments, transfers and other actions effected or confirmed hereby shall be governed by and construed in accordance with the terms and conditions of the P&A Agreement and the laws of the State of New York.

SECTION 3.03. P&A Agreement. Except with respect to the assignment and transfer of the goodwill relating to the unregistered or common law trademarks included within the Transferred Intellectual Property Rights, nothing contained in this Agreement shall be deemed to supersede any of the covenants, agreements, representatives or warranties of Assignor or Assignee contained in the P&A Agreement or to otherwise alter, amend, supersede or add to the terms of the P&A Agreement. To the extent any inconsistency exists between this Agreement and the P&A Agreement, the terms of the P&A Agreement shall control and prevail except with respect to the assignment and transfer of the goodwill relating to the unregistered or common law trademarks included within the Transferred Intellectual Property Rights. Except as provided herein or in the P&A Agreement, Assignee is purchasing the Trademarks on an "as-is, where-is" basis. Without limiting the generality of the foregoing, Assignor makes no representation or warranty regarding the Trademarks, except as expressly provided herein or in the P&A Agreement, and none shall be implied at law or in equity.

SECTION 3.04. Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3.05. Headings. The Article, Section and Paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

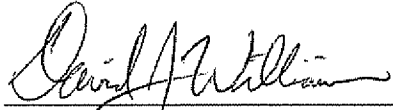
SECTION 3.06. Waiver. Waiver by either Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the waiving Party.

SECTION 3.07. Amendments. No provisions of this Agreement shall be deemed amended, supplemented or modified unless such amendment, supplement or modification is in writing and signed by an authorized representative of both Parties. No provisions of this Agreement shall be deemed waived unless such waiver is in writing and signed by the authorized representative of the Party against whom the waiver is sought to be enforced.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has executed this Trademark Assignment Agreement, or has caused this Trademark Assignment Agreement to be executed on its behalf by a representative duly authorized, all effective as of the Effective Date.

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: David J. Williams
Title: Executive Vice President

UNION BANK, N.A.

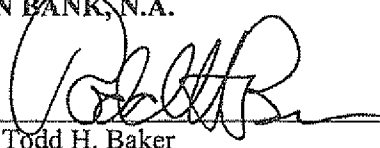
By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has executed this Trademark Assignment Agreement, or has caused this Trademark Assignment Agreement to be executed on its behalf by a representative duly authorized, all effective as of the Effective Date.

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

UNION BANK, N.A.

By:  _____
Name: Todd H. Baker
Title: Executive Vice President

SCHEDULE A

| <u>MARK</u> | <u>CLASSIFICATION</u> | <u>SERIAL NUMBER</u> | <u>REGISTRATION NUMBER</u> | <u>FILING DATE</u> | <u>REGISTRATION DATE</u> |
|---------------------|--|-----------------------------|-----------------------------------|---------------------------|---------------------------------|
| GOOD SHEPHERDS BANK | International Class 036: CREDIT CARD AND ELECTRONIC CASH TRANSACTION SERVICES, NAMELY, CASH ON-LINE CONTRIBUTION SERVICES AND CASH MANAGEMENT SERVICES TO CHURCHES, COLLEGES AND UNIVERSITIES, MISSION SOCIETIES, AND NOT-FOR-PROFIT ORGANIZATIONS, AND ISSUING BUSINESS ACCOUNT CREDIT CARDS ON BEHALF OF CHURCHES, COLLEGES AND UNIVERSITIES, MISSION ORGANIZATION, AND NON-PROFIT ORGANIZATIONS; PROVIDING FINANCIAL SERVICES TO CHURCHES, COLLEGES AND UNIVERSITIES, MISSION ORGANIZATIONS, AND NON-PROFIT ORGANIZATIONS, NAMELY, MERCHANT ACCOUNTS FOR PROCESSING CREDIT CARD AND CASH ON-LINE CONTRIBUTIONS AND EVENT REGISTRATIONS. | 78/635,122 | 3,179,628 | 05/23/2005 | 12/05/2006 |

| <u>MARK</u> | <u>CLASSIFICATION</u> | <u>SERIAL NUMBER</u> | <u>REGISTRATION NUMBER</u> | <u>FILING DATE</u> | <u>REGISTRATION DATE</u> |
|--------------|---|----------------------|----------------------------|--------------------|--------------------------|
| SMART STREET | International Class 036: BANKING SERVICES PROVIDED VIA A GLOBAL COMPUTER NETWORK, TO HOMEOWNER ASSOCIATIONS, CONDOMINIUM ASSOCIATIONS AND OTHER ASSOCIATIONS OF INDIVIDUALS WHICH ARE BASED UPON AND ORIENTED AROUND A COMMON INTEREST HELD BY SUCH INDIVIDUALS | 76/317,670 | 3,261,385 | 09/25/2001 | 07/10/2007 |