

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT			
NATURE OF CONVEYANCE:	Corrective Assignment to correct the street address previously recorded on Reel 005066 Frame 0183. Assignor(s) hereby confirms the Assignee street address is 400 California Street, San Francisco, California 94104.			
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:	national banking association: UNITED STATES			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Registration Number:	3261385	SMART STREET	
	Registration Number:	3179628	GOOD SHEPHERDS BANK	
CORRESPONDENCE DATA				
Fax Number:	6197646701			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6196992920			
Email:	sdtrademark@dlapiper.com			
Correspondent Name:	Christina D. Yates			
Address Line 1:	DLA Piper LLP (US)			
Address Line 2:	401 B Street, Suite 1700			
Address Line 4:	San Diego, CALIFORNIA 92101-4297			
ATTORNEY DOCKET NUMBER:	SMART STREET ASG			

NAME OF SUBMITTER:	Christina D. Yates
Signature:	/cdyates/
Date:	07/12/2013
<b>Total Attachments: 10</b> source=smart street asg#page1.tif source=smart street asg#page2.tif source=smart street asg#page3.tif source=smart street asg#page4.tif source=smart street asg#page5.tif source=smart street asg#page6.tif source=smart street asg#page7.tif source=smart street asg#page8.tif source=smart street asg#page9.tif source=smart street asg#page10.tif	

900237101 10/26/2012

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		10/26/2012	UNINC. ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
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		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3179628	GOOD SHEPHERDS BANK	
Registration Number:	3261385	SMART STREET	
<b>CORRESPONDENCE DATA</b>			
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/		

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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.

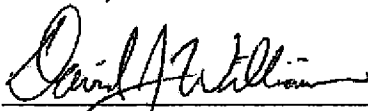
SECTION 3.06. Waiver. Waiver by either Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the waiving Party.

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 S. 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