

FORM PTO-1534
(Rev. 6-93)

MR 10-25-99

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Homeside Lending, Inc.

- Individual(s)
- General Partnership
- Corporation-State Florida
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Barnett Banks, Inc.

Internal Address: _____

Street Address: 9000 Southside Road
Bldg. 700

City: Jacksonville State: FLA ZIP: 32256

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 23, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg. No. 2,194,764 - LOAN AMERICA
FINANCIAL CORPORATION
(appl. no. 74/233,204)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Martha Gayle Barber, Esq.

Aiston & Bird LLP

Internal Address: P.O. Drawer 34009

Street Address: 1211 E. Morehead Street

City: Charlotte State: NC ZIP: 28234

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

If additional fees are needed please use:

8. Deposit account number:

16-0605

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Martha Gayle Barber

Name of Person Signing

Signature

October 19, 1999

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments TRADEMARK
Washington, D.C. 20231

REEL: 001979 FRAME: 0199

ASSIGNMENT

WHEREAS, Homeside Lending, Inc., formerly Loan America Financing Corporation, (successor by merger) a Florida corporation, having its principal offices at 9000 Southside Road, Bldg. 700 Jacksonville, Florida 32256, has adopted, used, is using, and is the owner of the following trademarks/applications now registered in the United States Patent and Trademark Office and in the appropriate foreign trademark office(s):

APPLICATION NO.	FILING DATE	TRADEMARK
App. 74/233,204	Filed: January 29, 1997	LOAN AMERICA FINANCIAL CORPORATION

WHEREAS, Barnett Banks, Inc., a Florida corporation ("Assignee"), is desirous of obtaining the entire right, title and interest in, to and under the same trademarks and the said applications:

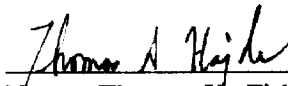
NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said trademark(s), and the said United States application(s) and all trademarks of the United States which may be granted thereon, and all renewals or reissues thereof; and all applications for trademarks which may hereafter be filed for said mark in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Trademark Laws of the United States or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; together with the goodwill of the business symbolized by the trademark(s) and said applications to register said trademark(s); and any and all causes of action thereto that may have heretofore accrued in ASSIGNOR's favor.

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademarks, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said mark, and testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper trademark protection for said mark in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 23 day of FEBRUARY, 1999.


 Name: ~~Thomas H. Fish~~ THOMAS A. HAJDA
 Title: Executive Vice President, Homeside Lending, Inc.
 Successor by merger to Loan America Financial Corporation

STATE OF FLORIDA §
 §
 COUNTY OF DUVAL §

BEFORE ME, the undersigned authority, on this day personally appeared ~~Thomas H. Fish~~ THOMAS A. HAJDA, in his capacity as Executive Vice President of Homeside Lending, Inc., formerly Loan America Financial Corporation, known to

me to be the person of that name, who signed the foregoing instrument, and acknowledged that he executed the foregoing on behalf of said assignor and pursuant to authority duly received.

GIVEN under my hand and seal of office this 23rd day of FEB, 1999



Notary Public
My Commission CC592097
Expires Oct. 09, 2000

P. A. Harrell

Notary Public, State of Florida

Printed Name of Notary

Commission Expires



P. A. Harrell
My Commission CC592097
Expires Oct. 09, 2000