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UNITED STATES PATENT AND TRADEMARK OFFICE

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RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Fleet National Bank f/k/a BankBoston, N.A.
15 Westminster Street
Providence, RI 02903

A national banking association

2. Name and address of receiving party:

Sovereign Bank
100 Pearl Street
Hartford, CT 06103

A federally-chartered savings bank

3. Nature of conveyance:

Assignment of Security Agreement originally recorded
May 27, 1998 in Reel 1769, Frame 0437

Execution date: October 12, 2000

4. Application numbers or registration numbers:

A. Trademark application numbers:

See Attached Schedule A

B. Trademark registration numbers:

See Attached Schedule B

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

Michelle Walters Fournier, RP
Senior Paralegal
Bingham Dana LLP
100 Pearl Street
Hartford, Connecticut 06103

6. Total number of applications and registrations involved: 3

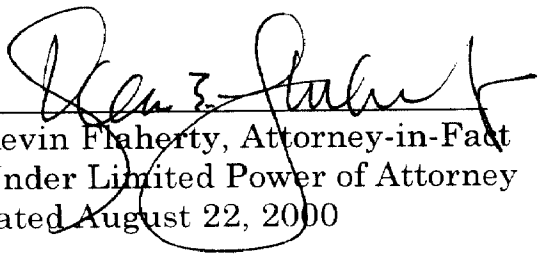
7. Total fee enclosed: \$90.00

8. Deposit account number: [Not applicable]

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.

FLEET NATIONAL BANK f/k/a
BANKBOSTON, N.A.

By: 
Kevin Flaherty, Attorney-in-Fact
Under Limited Power of Attorney
dated August 22, 2000

Dated as of October 12, 2000

Total number of pages comprising cover sheet (including attached Schedules): 11

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

Commissioner of Patents and Trademarks
Box Assignments
1213 Jefferson Davis Highway
Crystal Gateway 4
Suite 3300
Arlington, VA 22202

Schedule A

Trademark Application Numbers
(Continuation of Item 4A)

Trademark
or
Service Mark

Pending Applications –
United States Patent and Trademark Office
Serial No. Filing Date

None

Schedule B

Trademark Registration Numbers
(Continuation of Item 4B)

Trademark
or
Service Mark

Registrations --
United States Patent and Trademark Office

Mark	Registration Number	Registration Date
Paliney	749,671	May 21, 1963
Neyetch	750,797	June 11, 1963
Ney	2,040,032	February 25, 1997

U.S. PATENT AND TRADEMARK OFFICE
OFFICE OF PUBLIC RECORDS

ASSIGNMENT DIVISION

ASSIGNMENT OF TRADEMARK

WHEREAS, Fleet National Bank f/k/a Bank Boston, N.A.*

(Name of Assignor)

of 15 Westminster Street, Providence, Rhode Island 02903

(Address)

has adopted, used and is using a trademark which is registered #749,671 dated May 21, 1963; and

WHEREAS, Sovereign Bank

(Name of Assignee)

of 100 Pearl Street, Hartford, Connecticut 06103

(Address)

is desirous of acquiring said registered trademark.

NOW THEREFORE, for good and valuable consideration, the receipt of which is

hereby acknowledged, said Fleet National Bank f/k/a Bank Boston, N.A. ^{successor by merger to} ~~f/k/a~~
Rhode Island Hospital Trust National Bank and Bank of Boston Connecticut

(Assignor)

does hereby assign to the said Sovereign Bank

(Assignee)

all right, title, and interest in the trademark and goodwill of the business symbolized

thereby by those certain Security Agreements recorded November 18, 1996 and May 27, ^{at Reel 1527, Frame} 0267
1998. ^{at Reel 1769, Frame} 0437

*successor by merger to
Bank of Boston Connecticut and
Rhode Island Hospital Trust
National Bank

**Fleet National Bank f/k/a Bank Boston,
N.A.**

By: 

**Kevin Flaherty, Attorney-in-Fact
Under Limited Power of Attorney
dated August 22, 2000**

REVISED 8/30/94

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TRADEMARK
REEL: 002192 FRAME: 0507

U.S. PATENT AND TRADEMARK OFFICE
OFFICE OF PUBLIC RECORDS

ASSIGNMENT DIVISION

ASSIGNMENT OF TRADEMARK

WHEREAS, Fleet National Bank f/k/a Bank Boston, N.A.*

(Name of Assignor)

of 15 Westminster Street, Providence, Rhode Island 02903

(Address)

has adopted, used and is using a trademark which is registered #750,797 dated June 11,

1963; and

WHEREAS, Sovereign Bank

(Name of Assignee)

of 100 Pearl Street, Hartford, Connecticut 06103

(Address)

is desirous of acquiring said registered trademark.

NOW THEREFORE, for good and valuable consideration, the receipt of which is

hereby acknowledged, said Fleet National Bank f/k/a Bank Boston, N.A. ^{/successor by merger to} ~~f/k/a Rhode~~
Island Hospital Trust National Bank and Bank of Boston Connecticut

(Assignor)

does hereby assign to the said Sovereign Bank

(Assignee)

all right, title, and interest in the trademark and goodwill of the business symbolized

thereby by those certain Security Agreements recorded November 18, 1996 ^{/at Reel 1527, Frame} and May 27, 1998 ⁰²⁶⁷

1998 ^{/at Reel 1769, Frame 0437}

*successor by merger to
Bank of Boston Connecticut and
Rhode Island Hospital Trust
National Bank

**Fleet National Bank f/k/a Bank Boston,
N.A.**

By: 

**Kevin Flaherty, Attorney-in-Fact
Under Limited Power of Attorney
dated August 22, 2000**

REVISED 8/30/94

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TRADEMARK
REEL: 002192 FRAME: 0508

U.S. PATENT AND TRADEMARK OFFICE
OFFICE OF PUBLIC RECORDS

ASSIGNMENT DIVISION

ASSIGNMENT OF TRADEMARK

WHEREAS, Fleet National Bank f/k/a Bank Boston, N.A.*

(Name of Assignor)

of 15 Westminster Street, Providence, Rhode Island 02903

(Address)

has adopted, used and is using a trademark which is registered #2,040,032 dated

February 25, 1997; and

WHEREAS, Sovereign Bank

(Name of Assignee)

of 100 Pearl Street, Hartford, Connecticut 06103

(Address)

is desirous of acquiring said registered trademark.

NOW THEREFORE, for good and valuable consideration, the receipt of which is

hereby acknowledged, said Fleet National Bank f/k/a Bank Boston, N.A. / successor by merger to
Island Hospital Trust National Bank and Bank of Boston Connecticut

(Assignor)

does hereby assign to the said Sovereign Bank

(Assignee)

all right, title, and interest in the trademark and goodwill of the business symbolized

thereby by those certain Security Agreements recorded November 18, 1996 and May 27, ^{at Reel 1527, Frame} 0267

1998/ at Reel 1769, Frame 0437

*successor by merger to Bank
of Boston Connecticut and
Rhode Island Hospital Trust
National Bank

Fleet National Bank f/k/a Bank Boston,
N.A.

By: 

Kevin Flaherty, Attorney-in-Fact
Under Limited Power of Attorney
dated August 22, 2000

REVISED 8/30/94

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TRADEMARK
REEL: 002192 FRAME: 0509

LIMITED POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that in connection with the purchase on March 24, 2000 (the "Closing"), of certain Loans from Fleet National Bank (f/k/a BankBoston, N.A. and successor by merger to Fleet National Bank), a national banking association ("Seller"), by Sovereign Bank ("Purchaser"), in accordance with that certain Amended and Restated Purchase and Assumption Agreement, dated as of February 28, 2000, by and among Purchaser, Sovereign Bancorp, Inc., a Pennsylvania corporation, Fleet Boston Corporation (formerly known as Fleet Financial Group, Inc.), a Rhode Island corporation, Seller, Fleet National Bank, a national banking association and Fleet Bank-NH, (the "Agreement"), Seller has made, constituted and appointed and hereby irrevocably makes, constitutes and appoints each officer of Purchaser with the title of Senior Vice President or above as its true and lawful attorneys-in-fact for Fleet National Bank's name, place and stead, with full power of substitution ("Representative(s)"), as provided herein below, and authorizes and empowers each of them to fulfill the role of Representative hereunder; and each of them hereby accepts such appointment as evidenced by the signature of each below. Capitalized terms used herein which are defined in the Agreement shall have the same meanings herein as therein unless otherwise defined herein.

The Representatives are hereby empowered to take the following limited actions: (i) to endorse over to Purchaser any and all notes, installment sale contracts, reimbursement agreements and other evidences of indebtedness given by Customers in connection with the Loans, utilizing for such endorsement such stamps or other devices as may be furnished to the Representatives and/or approved by Seller for the purpose of such endorsement, (ii) to execute and record assignments to Purchaser of any and all other documents, agreements and materials relating to the Loans purchased by Purchaser on the First Closing Date, by signing appropriate instruments of assignment and transfer on behalf of Seller as may be approved by Purchaser, which approval shall not be unreasonably withheld or delayed, including affixing facsimile signature(s) to such instruments, if so approved, (iii) to execute, deliver and record, for and on behalf of Seller, any and all documents necessary to effectuate the full and proper discharge after the First Closing of mortgages and other collateral relating to the Loans purchased by Purchaser on the First Closing Date, and (iv) to do and perform any and all acts for and on behalf of Seller

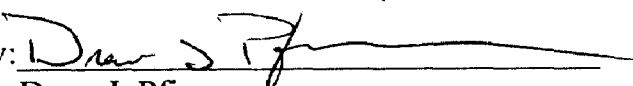
which may be necessary or desirable to complete such transfers and discharges as are referred to in clauses (i), (ii) and (iii) above; provided, however, that the authority of the Representatives and each of them to perform any or all the actions specified in the preceding clauses (i) through (iv) pursuant to this Limited Power of Attorney shall expire at 11:59 p.m. on January 21, 2001.

Seller ratifies and confirms, as its own act, all that the Representatives shall do or cause to be done pursuant to the foregoing provisions. This grant of a Limited Power of Attorney in favor of the Representatives is coupled with an interest and is irrevocable.

Seller hereby agrees to indemnify and hold harmless the Representatives and each of them from and against any and all loss, liability or expense incurred by them or on their behalf arising out of or in connection with their serving as Representatives hereunder, including all reasonable costs and expenses incurred by the Representatives in defending against any claim of liability in connection herewith, except for any such loss, liability or expense resulting from bad faith, willful misconduct or gross negligence on the part of the Representative or any of them.

IN WITNESS WHEREOF, the undersigned have caused this Limited Power of Attorney to be executed as of this 22nd day of August, 2000.

FLEET NATIONAL BANK

By: 
Drew J. Pfirmman
Authorized Officer

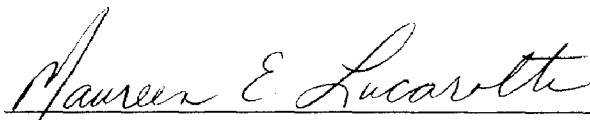
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

BOSTON

August 22, 2000

Personally appeared the above named Drew J. Pfirman, Authorized Officer of Fleet National Bank, and acknowledged before me the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.



Maureen E. Lucarotti

Notary Public

My Commission Expires: April 5, 2002