

12-02-2003

Form PTO-1594  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102612522

To the Honorable Commissioner of Patents and Trademarks, please attach original documents or copy thereof.

1. Name of conveying party(ies):  
Washington Mutual Bank, FA

Individuals Association  
 General Partnership - Corporation- Limited Partnership  
 Other - Federally Chartered Savings Association

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

2. Name and address of receiving party(ies):

Name: BankUnited, FSB  
 Internal Address: \_\_\_\_\_  
 Street Address: 255 Alhambra Circle  
 City: Coral Gables State: Florida ZIP: 33134

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

3. Nature of conveyance:

Assignment  Merger  
 Security Interest  Change of Name  
 Other \_\_\_\_\_

Execution Date: November 14, 2003

Trademark Registration No.(s)

2143779  
2144797  
2144351  
1868980

Additional numbers attached?  Yes  No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Meredith Schorr  
 Internal Address: c/o White & Case LLP

Street Address: 1155 Avenue of the Americas  
 City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved 1

7. Total fee (37 CFR 3.41): ..... \$115.00  
 Enclosed  
 Authorized to be charged to deposit account

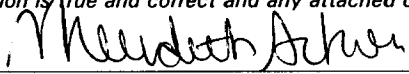
8. Deposit account number:  
23-1705  
 (Attach duplicate copy of this page if paying by deposit account)

12/01/2003 LNWELLER 00000189 231705 2143779

DO NOT USE THIS SPACE

01 FC:0521 40.00 DA  
02 FC:0522 75.00 DA

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.*

Meredith Schorr  11/26/03  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

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

**Mail Stop Assignment Recordation Services**  
**Director of US Patent and Trademark Office**  
**PO Box 1450**  
**Alexandria, VA 22313-1450**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011),

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), effective as of November 14, 2003 (the "Effective Date"), is by and between Washington Mutual Bank, FA ("Assignor"), and BankUnited, FSB ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks and trademark applications set forth in the attached Schedule A (the "Marks") and Assignor desires to transfer, assign, convey deliver and vest all of its interests and rights in the Marks for all countries, jurisdictions and political entities of the world, to and in Assignee.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ASSIGNOR DOES HEREBY assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Assignee, its successors, legal representatives, assigns and nominees, Assignor's entire right, title and interest in, to and under the Marks, together with the goodwill of the business symbolized by the Marks for all countries, jurisdictions and political entities of the world, along with the right to sue for past, present and future infringements, in and to all the Marks, and corresponding counterpart foreign trademark rights with respect to which, and to the extent to which, Assignor has the right to so assign, convey, transfer and deliver.

[This Section Intentionally Left Blank.]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the 13th day of November, 2003.

ASSIGNOR:  
WASHINGTON MUTUAL BANK, FA

By: Fay L. Chapman

Signature: [Handwritten Signature]

Its: Senior Executive Vice President and General Counsel

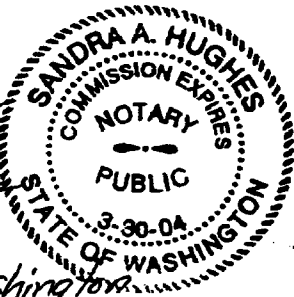
Date: November 13, 2003

STATE OF Washington )  
 )ss:  
COUNTY OF King )

On this 13<sup>th</sup> day of November 2003, before me the undersigned, a Notary Public for the [country/state] of Washington, personally appeared Fay L. Chapman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Handwritten Signature]



Signature of Notary  
Name: Sandra A. Hughes  
residing at Edmonds, Washington  
My commission expires: 03-30-04

IN WITNESS WHEREOF, Assignee has executed this Trademark Assignment as of the 14th day of November, 2003.

ASSIGNEE:  
BANKUNITED, FSB

By: Carlos Fernandez-Guzman

Signature: 

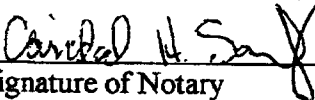
Its: Executive Vice President

Date: November 14, 2003

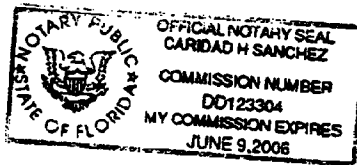
STATE OF FLORIDA )  
 )ss:  
COUNTY OF MIAMI-DADE )

On this 14th day of November 2003, before me the undersigned, a Notary Public for the [country/state] of Florida, personally appeared Carlos Fernandez-Guzman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
Signature of Notary

Name: Caridad H. Sanchez



**SCHEDULE A**

<b><u>Trademark</u></b>	<b><u>Registration Date</u></b>	<b><u>Serial No.</u></b>	<b><u>Registration No.</u></b>
BANK UNITED and Design	March 17, 1998	74/388,323	2,143,779
BANK UNITED and Design	March 17, 1998	74/260,236	2,144,797
BANK UNITED	March 17, 1998	75/219,878	2,144,351
U (Design)	December 20, 1994	74/260,237	1,868,980

TOTAL P. 06