

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Corrective Assignment to correct citizenship and entity status previously recorded on Reel 002871 Frame 0776. Assignor(s) hereby confirms the Assigns The Entire Interest and The Goodwill.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Washington Mutual Bank, FA		11/14/2003	Federally Chartered Savings Association:

RECEIVING PARTY DATA

Name:	BankUnited, FSB
Street Address:	255 Alhambra Circle
City:	Coral Gables
State/Country:	FLORIDA
Postal Code:	33134
Entity Type:	Federally Chartered Savings Bank: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2144351	BANKUNITED

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-819-8923
 Email: mbart@whitecase.com
 Correspondent Name: Matthew Bart
 Address Line 1: 1155 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	05/25/2005

CH \$40.00 2144351

Total Attachments: 12

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12-02-2003

Form PTO-1594
1-31-92

11/26/03

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102612522

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Washington, DC 20514. Enclosed are 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

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)

2143779
2144797
2144351
1868980

FINANCE SECTION
NOV 26 AM 11 22

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: 8521 40.00 DA
02 FC: 8522 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
 Name of Person Signing

Meredith Schorr
 Signature

11/26/03
 Date

Total number of pages comprising cover sheet: 1

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

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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: *Fay L. Chapman*

Its: Senior Executive Vice President and General Counsel

Date: November 13, 2003

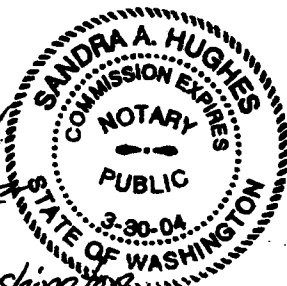
STATE OF Washington)
)ss:
COUNTY OF King)

On this 13th 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.

Sandra A. Hughes
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)

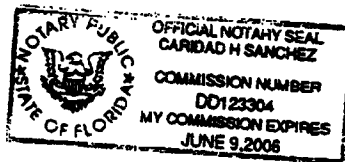
On this 14th day of November 2003, before me the undersigned, a Notary Public for the [country/state] of Florida, personally appeared Carlos Fernandez-Guzman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument 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.

Caridad H. Sanchez
Signature of Notary

Name:

Caridad H. Sanchez



SCHEDULE A

<u>Trademark</u>	<u>Registration Date</u>	<u>Serial No.</u>	<u>Registration No.</u>
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

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.

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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

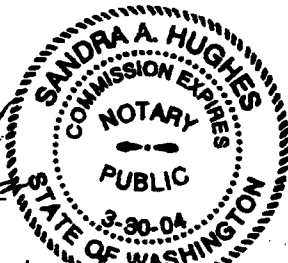
Date: November 13, 2003

STATE OF Washington)
)ss:
COUNTY OF King)

On this 13th 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)

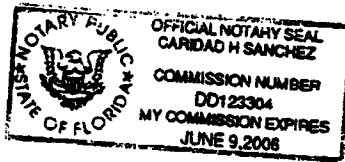
On this 14th day of November 2003, before me the undersigned, a Notary Public for the [country/state] of Florida, personally appeared Carlos Fernandez-Guzman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument 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.

Caridad H. Sanchez
Signature of Notary

Name:

Caridad H. Sanchez



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