

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/02/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EverBank Financial Corporation		12/02/2005	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	EverBank
Street Address:	8100 Nations Way
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	Federal Savings Bank: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78468854	EVERONE

CORRESPONDENCE DATA

Fax Number: (904)721-6479
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 904 721 0053
 Email: kkb@kosterburrfirm.com
 Correspondent Name: Karen Koster Burr
 Address Line 1: PO Box 47408
 Address Line 4: Jacksonville, FLORIDA 32247

NAME OF SUBMITTER:	Karen Koster Burr
Signature:	/kkb/
Date:	12/07/2005

OP \$40.00 78468854

Total Attachments: 2
source=EverOneAsst#page1.tif
source=EverOneAsst#page2.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date by and between EverBank Financial Corporation, a Florida corporation ("EverBank Financial" or "Assignor"), with principal offices located at 8100 Nations Way, Jacksonville, Florida 32256 and EverBank, a Federal Savings Bank ("EverBank" or "Assignee"), with offices at 8100 Nations Way, Jacksonville, Florida 32256.

WITNESSETH:

WHEREAS, EverBank Financial has adopted, owns and is using the EVERONE service mark ("the Mark") in connection with electronic banking services and

WHEREAS, Assignor has applied to register the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the above-described services, Application Serial No. 78/468,854, filed August 17, 2004; and

WHEREAS, EverBank is a wholly owned subsidiary of EverBank Financial and desires to acquire and use the Mark, and the pending application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns and transfers to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, and the pending application for registration in accordance with the following:

TERMS AND CONDITIONS:

Section 1 - Recitals: The above identification of parties and recitals are true and correct.

Section 2 - Assignment: Assignor hereby conveys, assigns and transfers to Assignee all rights, title and interests in and to the Mark, worldwide, and all registrations and renewals issued and to be issued in relation to the Mark.

Section 3 - Consideration: In consideration of Assignor's transfer of the rights in the Mark, Assignee will pay all costs associated with assigning, enforcing and maintaining the mark.

Section 4 - Warranty of Title: Assignor represents and warrants that Assignor has full right to convey the rights, title and interests herein assigned, that

Assignor has not and will not execute any agreement in conflict herewith, and that the rights, title and interests assigned herein are not encumbered by any grant, license or right heretofore given to another party.

Section 5 - No other Warranty: Except as otherwise provided in Section 4, the Assignee accepts this assignment "as is" and without any representation or warranty, express or implied, including without limitation any warranty that the use of the Mark will not infringe or violate any patent or other intellectual property rights of any third party.

Section 6 - Indemnification of Assignor: Assignee agrees to indemnify and hold Assignor and its successors and assigns, harmless against any liability, damage or expense (including costs and attorneys' fees and expenses) by reason or arising out of or relating to any act, duties or obligations or omissions of the Assignee or of any personnel employed or otherwise engaged by the Assignee, howsoever arising and that Assignee shall, at the request of the Assignor, assume the defense of any demand, claim, action, suit or proceeding brought against the Assignor in any way connected to the Mark or the Applications or any enhancements hereafter thereto and pay any and all damages assessed against or that are payable by the Assignor as a result of disposition of any such demand, claim, action, suit or proceeding. Notwithstanding the foregoing, the Assignor may be represented at any such action suit or proceeding at its own expense and by its own legal counsel.

Section 7 - Cooperation: Assignor shall promptly provide all assistance, cooperation, and information reasonably necessary for Assignee to prepare, complete, prosecute, maintain, preserve, enforce and/or defend any applications or registrations pertaining to the Mark.

Section 8 - Governing Law: This Agreement shall be governed by the laws of the United States of America and the State of Florida with the exception of conflicting conflicts of law provisions and venue shall be Duval County, Florida.

Section 9 - Effective Date: The term "Effective Date" shall mean December 2, 2005.

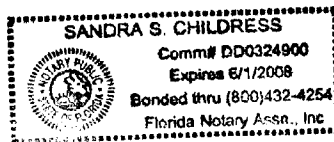
IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

Assignor: EverBank Financial Corporation

Signature: Thomas A. Hajda
By: Thomas A. Hajda
Title: Senior Vice President
Date: 12-2-05

Before me personally appeared Assignor, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement, and acknowledged that he/she executed the same.

Sandra S. Childress
Notary Public



Assignee: EverBank (FSB)

Signature: Amy C. Wagner
By: Amy C. Wagner
Title: Vice President
Date: 12/2/05

Before me personally appeared the individual signing on behalf of Assignee, known to me or proved to me on the basis of satisfactory evidence to be the person who represents the Assignee subscribed to in this Agreement, and acknowledged that he/she executed the same.

Sandra S. Childress
Notary Public

