

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/12/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SI BANK & TRUST		04/12/2004	federally chartered savings bank: UNITED STATES

RECEIVING PARTY DATA

Name:	INDEPENDENCE COMMUNITY BANK
Street Address:	195 Montague Street
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	state chartered savings bank: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2685196	SI BANK & TRUST

CORRESPONDENCE DATA

Fax Number: (412)288-3063
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 412-288-3233
 Email: ptoipinbox@reedsmith.com
 Correspondent Name: Jody L. Burtner, Senior Paralegal
 Address Line 1: P.O. Box 488
 Address Line 2: Reed Smith LLP
 Address Line 4: Pittsburgh, PENNSYLVANIA 15230-0488

ATTORNEY DOCKET NUMBER:	935768.20005.13542685196
NAME OF SUBMITTER:	Jody L. Burtner


OP \$40.00 2685196

Signature:	/Jody L. Burtner/
Date:	03/08/2006
<p>Total Attachments: 17</p> <p>source=sibttoicbmerger#page1.tif source=sibttoicbmerger#page2.tif source=sibttoicbmerger#page3.tif source=sibttoicbmerger#page4.tif source=sibttoicbmerger#page5.tif source=sibttoicbmerger#page6.tif source=sibttoicbmerger#page7.tif source=sibttoicbmerger#page8.tif source=sibttoicbmerger#page9.tif source=sibttoicbmerger#page10.tif source=sibttoicbmerger#page11.tif source=sibttoicbmerger#page12.tif source=sibttoicbmerger#page13.tif source=sibttoicbmerger#page14.tif source=sibttoicbmerger#page15.tif source=sibttoicbmerger#page16.tif source=sibttoicbmerger#page17.tif</p>	

State of New York
Banking Department

I, **MANUEL KURSKY**, Deputy Superintendent of Banks of the State of New York, do hereby certify that I have caused the annexed copy of **Subsidiary Agreement and Plan of Merger** (with related documents), providing for the merger of **INDEPENDENCE COMMUNITY BANK** and **SI BANK & TRUST**, under the name and charter of **INDEPENDENCE COMMUNITY BANK** - filed in the Office of the Superintendent of Banks on April 12, 2004, to be compared by a competent clerk with the original on file in the Banking Department, and the same is a correct copy of said **subsidiary agreement and plan of merger** and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Banking Department at New York, New York, this 1st day of March 2006.



Deputy Superintendent of Banks

State of New York
Banking Department

I, ANTHONY CALABRESE, Deputy Superintendent of Banks of the State of New York, DO HEREBY CERTIFY:

*THAT, in accordance with the provisions of Section 601-b of Article XIII of the Banking Law, the "Subsidiary Agreement and Plan of Merger," dated as of January 26, 2004, by and between Independence Community Bank and SI Bank & Trust, and related documentation, providing for the merger of **INDEPENDENCE COMMUNITY BANK** and **SI BANK & TRUST** under the name and charter of **INDEPENDENCE COMMUNITY BANK** was filed in the Office of the Superintendent of Banks on April 12, 2004;*

THAT, the principal office of SI Bank & Trust located at 81 Water Street, Staten Island, Richmond County, New York 10304 has become a branch office of Independence Community Bank;

THAT, the following banking offices of SI Bank & Trust have become offices of Independence Community Bank:

Branch Offices

- 1. 15 Hyatt Street, Staten Island, Richmond County, New York 10301;*
- 2. 1320 Hylan Boulevard, Staten Island, Richmond County, New York 10305;*

3. 257 New Dorp Lane, Staten Island, Richmond County, New York 10306;
4. 1837 Victory Boulevard, Staten Island, Richmond County, New York 10314;
5. 475 Forest Avenue, Staten Island, Richmond County, New York 10301;
6. 3150 Amboy Road, Staten Island, Richmond County, New York 10306;
7. 900 Huguenot Avenue, Staten Island, Richmond County, New York 10306;
8. 2700 Hylan Boulevard, Staten Island, Richmond County, New York 10306;
9. 4025 Amboy Road, Staten Island, Richmond County, New York 10308;
10. 6975 Amboy Road, Staten Island, Richmond County, New York 10307;
11. 1630 Forest Avenue, Staten Island, Richmond County, New York 10302;
12. 43 Richmond Hill Road, Staten Island, Richmond County, New York 10314;
13. 800 Forest Avenue, Staten Island, Richmond County, New York 10302;
14. 1630 Richmond Road, Staten Island, Richmond County, New York 10304;
15. 4310 Amboy Road, Staten Island, Richmond County, New York 10312;
16. ShopRite Supermarket, 985 Richmond Avenue, Staten Island, Richmond County, New York 10314;
17. 961 Kings Highway, Brooklyn, Kings County, New York 11223;
18. 9512 Third Avenue, Brooklyn, Kings County, New York 11209;
19. 6123 18th Avenue, Brooklyn, Kings County, New York 11204;
20. 104 Walnut Avenue, Cranford, Union County, New Jersey 07016;
21. 470 Boulevard, Kenilworth, Union County, New Jersey 07033;
22. 1005 Raritan Road, Clark, Union County, New Jersey 07066;
23. 52 Millburn Avenue, Springfield, Union County, New Jersey 07081;
24. 741 Brewers Ridge Road, Jackson, Ocean County, New Jersey 08527;
25. One Route 70, Lakewood, Ocean County, New Jersey 08701;
26. 555 Madison Avenue, Lakewood, Ocean County, New Jersey 08701;
27. 120 Jack Martin Boulevard, Brick, Ocean County, New Jersey 08724;

28. 2100 Hooper Avenue, Toms River, Ocean County, New Jersey 08753;
29. 1400 Hooper Avenue, Toms River, Ocean County, New Jersey 08753;
30. Exclusive Plaza, 342 Route 9, Englishtown, Monmouth County, New Jersey 07726;
31. 4261 Route 9, Howell, Monmouth County, New Jersey 07731;
32. Route 18 South, East Brunswick, Middlesex County, New Jersey 08816;
33. 455 Old Bridge Turnpike, East Brunswick, Middlesex County, New Jersey 08816; and
34. 589 Cranbury Road, East Brunswick, Middlesex County, New Jersey 08816.

Limited Purpose Branch Office

1535 Richmond Avenue, Staten Island, Richmond County, New York 10314.

Public Accommodation Offices

1. 260 New Dorp Lane, Staten Island, Richmond County, New York 10306 as an adjunct to branch office located at 257 New Dorp Lane, Staten Island, Richmond County, New York 10306;
2. 1850 Victory Boulevard, Staten Island, Richmond County, New York 10314 as an adjunct to the branch office located at 1837 Victory Boulevard, Staten Island, Richmond County, New York 10314; and

THAT, the aforementioned merger has been recognized by this Department as valid and effective as of 11:59 p.m. on April 12, 2004.

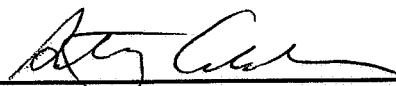
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Banking Department at New York, NY, this 13th day of April 2004.


Deputy Superintendent of Banks

State of New York
Banking Department

I, **ANTHONY CALABRESE**, Deputy Superintendent of Banks of the State of New York, **DO HEREBY CERTIFY THAT** the merger of **SI BANK & TRUST** with and into **INDEPENDENCE COMMUNITY BANK** under the name and charter of **INDEPENDENCE COMMUNITY BANK** was approved by the Superintendent of Banks on March 31, 2004.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Banking Department at New York, NY, this 13th day of April 2004.

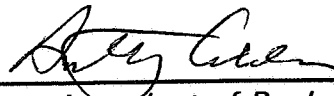


Deputy Superintendent of Banks

State of New York
Banking Department

I, ANTHONY CALABRESE, Deputy Superintendent of Banks of the State of New York, DO HEREBY CERTIFY that the annexed "SUBSIDIARY AGREEMENT AND PLAN OF MERGER," dated as of January 26, 2004, and related documentation, providing for the merger of SI BANK & TRUST with and into INDEPENDENCE COMMUNITY BANK was approved and filed in the Office of the Superintendent of Banks on April 12, 2004. The merger is to become effective at 11:59 p.m. on April 12, 2004.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Banking Department at New York, NY, this 12th day of April 2004.



Deputy Superintendent of Banks

SUBSIDIARY AGREEMENT AND PLAN OF MERGER

dated as of January 26, 2004

between

INDEPENDENCE COMMUNITY BANK

and

SI BANK & TRUST

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SUBSIDIARY AGREEMENT AND PLAN OF MERGER dated as of January 26, 2004 (this "Agreement") between INDEPENDENCE COMMUNITY BANK, a New York-chartered savings bank and a wholly owned subsidiary of Independence Community Bank Corp. ("Independence Bank"), and SI BANK & TRUST, a federally-chartered savings bank and a wholly owned subsidiary of Staten Island Bancorp, Inc. ("SIBT").

WHEREAS, the Boards of Directors of Independence Community Bank Corp. ("Independence") and Staten Island Bancorp, Inc. ("Staten Island") have entered into that certain Agreement and Plan of Merger, dated as of November 24, 2003, by and between Independence and Staten Island (the "Parent Merger Agreement"), pursuant to which Staten Island is to merge with and into Independence (the "Parent Merger") in accordance with the terms of the Parent Merger Agreement; and

WHEREAS, the Boards of Directors of Independence Bank and SIBT have approved, and deem it advisable to consummate, the business combination transaction provided for herein in which SIBT would merge with and into Independence Bank (the "Subsidiary Merger").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein and in the Parent Merger Agreement, the parties hereto agree as follows:

ARTICLE I

THE MERGER

1.1. Effective Time of the Subsidiary Merger. Subject to the provisions of this Agreement, a plan of merger (the "Plan of Merger") consisting of this Agreement together with a certificate of the President or Secretary of each of Independence Bank and SIBT certifying that the Plan of Merger has been approved by (i) a majority vote of the Board of Directors of each of Independence Bank and SIBT and (ii) the written consent of all outstanding shares of capital stock (or the vote of stockholders owning at least two-thirds of the amount of stock) of each of Independence Bank and SIBT entitled to vote thereon, shall be duly prepared, executed and acknowledged by each of Independence Bank and SIBT and thereafter submitted to the Superintendent of Banks of the State of New York (the "Superintendent"), for filing, as provided in Section 601 of the New York Banking Law ("NYBL"), as soon as practicable on or after the Closing Date (as defined in Section 1.2). The Subsidiary Merger shall become effective upon the filing of the Plan of Merger by the Superintendent in the Office of the Superintendent, as provided in Section 601-b of the NYBL (the "Effective Time").

1.2. Closing. The closing of the Subsidiary Merger will take place at 10:00 a.m. on a date to be specified by the parties hereto, which shall be no later than the second business day after satisfaction of the conditions set forth in Article III (the "Closing Date"), at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, unless another time, date or place is agreed to in writing by the parties hereto.

1.3. Effects of the Merger. (a) At the Effective Time, (i) the separate existence of SIBT shall cease and SIBT shall be merged with and into Independence Bank (Independence Bank is sometimes referred to herein as the "Surviving Bank"), (ii) the Amended and Restated Organization Certificate of Independence Bank as in effect prior to the Effective Time shall be the Amended and Restated Organization Certificate of the Surviving Bank and the name of the Surviving Bank shall be "Independence Community Bank," (iii) the Bylaws of Independence Bank as in effect prior to the Effective Time shall be the Bylaws of the Surviving Bank, (iv) the Surviving Bank shall continue to operate all the existing branches of SIBT, which are listed on Appendix A hereto, as of the Effective Time at the officially designated address of such branches and (v) the current headquarters of SIBT at 81 Water Street, Staten Island, New York shall become a branch of the Surviving Bank.

(b) As a result of the Subsidiary Merger, (i) each share of common stock, par value \$0.01 per share, of SIBT issued and outstanding immediately prior to the Effective Time shall be cancelled and (ii) each share of common stock, par value \$1.00 per share, of Independence Bank issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and shall constitute the only shares of capital stock of the Surviving Bank issued and outstanding immediately after the Effective Time.

(c) At and after the Effective Time, the Subsidiary Merger shall have all the effects set forth in Section 602 of the NYBL.

1.4. Directors and Officers. On and after the Effective Time, until changed in accordance with the Amended and Restated Organization Certificate and Bylaws of the Surviving Bank, (i) the directors of the Surviving Bank shall be those persons who shall be directors of Independence immediately following the Parent Merger, (ii) Mr. Harry P. Doherty shall be appointed as the Vice Chairman of the Board of Directors of Independence Bank for a period of three years following the Effective Time and (iii) the officers of the Surviving Bank shall be the officers appointed immediately prior to the Effective Time. The directors and officers of the Surviving Bank shall hold office in accordance with the Amended and Restated Organization Certificate and Bylaws of the Surviving Bank.

ARTICLE II

COVENANTS

2.1. Covenants of Independence Bank and SIBT. During the period from the date of this Agreement and continuing until the Effective Time, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement, subject to and in accordance with the applicable provisions of the Parent Merger Agreement.

2.2. Covenant Regarding Name. For a period of three years following the Effective Time, the branch offices of (i) Staten Island immediately prior to the Effective Time and (ii) the offices of Independence, in each case which are located in Staten Island, shall be operated as the "SI Bank & Trust Division of Independence Community Bank."

ARTICLE III

CONDITIONS PRECEDENT

3.1. Conditions to Each Party's Obligation To Effect the Subsidiary Merger.

The respective obligations of each party under this Agreement shall be subject to (i) the satisfaction, or waiver by the party permitted to do so, of the conditions set forth in Article VIII of the Parent Merger Agreement and the consummation of the Parent Merger and (ii) the approval of this Agreement by Independence, in its capacity as sole stockholder of Independence Bank and SIBT.

3.2. No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition (an "Injunction") preventing the consummation of the Subsidiary Merger shall be in effect. There shall not be any action taken, or any statute, rule, regulation or order enacted, entered, enforced or deemed applicable to the Subsidiary Merger, which makes the consummation of the Subsidiary Merger illegal.

3.3. Other Approvals. All requisite regulatory approvals relating to the Subsidiary Merger shall have been obtained and continue to be in full force and effect.

ARTICLE IV

TERMINATION AND AMENDMENT

4.1. Termination. This Agreement shall be terminated immediately and without any action on the part of Independence Bank or SIBT upon any termination of the Parent Merger Agreement. This Agreement may be terminated at any time prior to the Effective Time by an instrument executed by Independence Bank and SIBT.

4.2. Effect of Termination. In the event of termination of this Agreement as provided in Section 4.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of Independence Bank or SIBT or their respective officers or directors.

4.3. Amendment. This Agreement may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE V

GENERAL PROVISIONS

5.1. Definitions. All capitalized terms used herein and not defined herein shall have the meanings set forth in the Parent Merger Agreement.

5.2. Nonsurvival of Agreements. None of the agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time, except to the extent set forth in the Parent Merger Agreement.

5.3. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (with confirmation) or mailed by registered or certified mail (return receipt requested) to Independence Bank or SIBT, respectively, at the address for notices to Independence or Staten Island, respectively, as set forth in the Parent Merger Agreement, with copies to the persons referred to therein.

5.4. Interpretation. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

5.5. Counterparts. This Agreement may be executed in two counterparts, both of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.

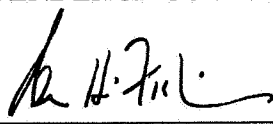
5.6. Entire Agreement. Except as otherwise set forth in the Parent Merger Agreement, this Agreement (including the documents and the instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

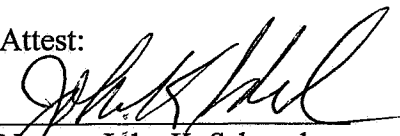
5.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

5.8. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party.

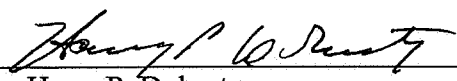
IN WITNESS WHEREOF, Independence Bank and SIBT have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of 11/12, 2004.

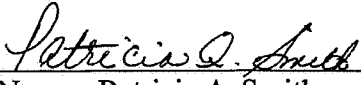
INDEPENDENCE COMMUNITY BANK

By: 
Name: Alan H. Fishman
Title: President and Chief Executive Officer

Attest:

Name: John K. Schnock
Title: Senior Vice President,
Secretary and Counsel

SI BANK & TRUST

By: 
Name: Harry P. Doherty
Title: Chairman and Chief Executive Officer

Attest:

Name: Patricia A. Smith
Title: Secretary

APPENDIX A

Branch	Address, City, State, Zip (County)
St. George	15 Hyatt Street, Staten Island, NY 10301 (Richmond)
Grasmere	1320 Hylan Blvd., Staten Island, NY 10305 (Richmond)
New Dorp	257 New Dorp Lane, Staten Island, NY 10306 (Richmond)
Castleton Corners	1837 Victory Blvd., Staten Island, NY 10314 (Richmond)
North Shore	475 Forest Ave., Staten Island, NY 10301 (Richmond)
Oakwood	3150 Amboy Road, Staten Island, NY 10306 (Richmond)
Huguenot	900 Huguenot Avenue, Staten Island, NY 10306 (Richmond)
New Dorp/Hylan	2700 Hylan Blvd., Staten Island, NY 10306 (Richmond)
Great Kills	4025 Amboy Road, Staten Island, NY 10308 (Richmond)
Tottenville	6975 Amboy Road, Staten Island, NY 10307 (Richmond)
Port Richmond	1630 Forest Ave., Staten Island, NY 10302 (Richmond)
New Springville	43 Richmond Hill Road, Staten Island, NY 10314 (Richmond)
West Brighton	800 Forest Ave., Staten Island, NY 10302 (Richmond)
Dongan Hills	1630 Richmond Road, Staten Island, NY 10304 (Richmond)
Eltingville	4310 Amboy Road, Staten Island, NY 10312 (Richmond)
Shoprite Branch	985 Richmond Ave., Staten Island, NY 10314 (Richmond)
Homecrest	961 Kings Highway, Brooklyn, NY 11223 (Kings)
Bay Ridge	9512 Third Ave., Brooklyn, NY 11209 (Kings)
Bensonhurst	6123 18th Ave., Brooklyn, NY 11204 (Kings)
Cranford	104 Walnut Ave., Cranford, NJ 07016 (Union)
Kenilworth	470 Boulevard, Kenilworth, NJ 07033 (Union)
Clark	1005 Raritan Road, Clark, NJ 07066 (Union)
Springfield	52 Millburn Ave., Springfield, NJ 07081 (Union)
Jackson	741 Brewers Ridge Road, Jackson, NJ 08527 (Ocean)
Route 70	One Route 70, Lakewood, NJ 08701 (Ocean)
Madison	555 Madison Ave., Lakewood, NJ 08701 (Ocean)
Brick	120 Jack Martin Blvd, Brick, NJ 08724 (Ocean)
Silverton	2100 Hooper Ave., Toms River, NJ 08753 (Ocean)

Branch	Address, City, State, Zip (County)
Toms River	1400 Hooper Ave., Toms River, NJ 08753 (Ocean)
Marlboro	Exclusive Plaza 342 Route 9, Englishtown, NJ 07726 (Monmouth)
Howell	4261 Route 9, Howell, NJ 07731 (Monmouth)
East Brunswick	Route 18 South, East Brunswick, NJ 08816 (Middlesex)
Old Bridge TPK	455 Old Bridge Turnpike, East Brunswick, NJ 08816 (Middlesex)
Cranbury Road	589 Cranbury Road, East Brunswick, NJ 08816 (Middlesex)

Limited Branch	Address, City, State, Zip (County)
Richmond Avenue	1535 Richmond Avenue, Staten Island, NY 10314 (Richmond)

Public Accommodation Offices	Address, City, State, Zip (County)
New Dorp	260 New Dorp Lane, Staten Island, NY 10306 (Richmond)
Castleton Corners	1850 Victory Blvd., Staten Island, NY 10314 (Richmond)

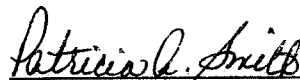
CERTIFICATE OF COMPLIANCE
WITH
SECTION 601 OF THE NEW YORK BANKING LAW

April 12, 2004

The undersigned, Secretary of SI BANK & TRUST, DOES HEREBY CERTIFY

THAT:

1. The Subsidiary Agreement and Plan of Merger dated as of January 26, 2004 ("Bank Merger Agreement") between Independence Community Bank and SI Bank & Trust was approved by the Board of Directors of SI Bank & Trust and by a majority vote of all the members thereof.
2. The Bank Merger Agreement was submitted to, and approved by, the sole stockholder of SI Bank & Trust.




Name: Patricia A. Smith
Title: Secretary

CERTIFICATE OF COMPLIANCE
WITH
SECTION 601 OF THE NEW YORK BANKING LAW

April 12, 2004

The undersigned, Secretary of INDEPENDENCE COMMUNITY BANK, DOES
HEREBY CERTIFY THAT:

1. The Subsidiary Agreement and Plan of Merger dated as of January 26, 2004 ("Bank Merger Agreement") between Independence Community Bank ("ICB") and SI Bank & Trust was approved by the Board of Directors of ICB and by a majority vote of all the members thereof.
2. The Bank Merger Agreement was submitted to, and approved by, the sole stockholder of ICB.



Name: John K. Schnock
Title: Secretary