

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Federal Bank of California		12/18/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	OneWest Bank, F.S.B.		
Street Address:	888 East Walnut Street		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	federally chartered savings and banking institute: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1321606	FIRST FEDERAL BANK OF CALIFORNIA	
Registration Number:	1328905	FF	
Registration Number:	1430532	FIRSTFED	
Registration Number:	3311703	FIRSTFEDONLINE	
CORRESPONDENCE DATA			
Fax Number:	(415)325-2701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-352-2758		
Email:	sftrademark@bullivant.com		
Correspondent Name:	Diane J. Mason		
Address Line 1:	Bullivant Houser Bailey PC		
Address Line 2:	601 California Street, Suite 1800		
Address Line 4:	San Francisco, CALIFORNIA 94108		
ATTORNEY DOCKET NUMBER:	31755-00001		
NAME OF SUBMITTER:	Diane J. Mason		

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TRADEMARK
REEL: 004161 FRAME: 0278

Signature:	/djm/
Date:	03/04/2010
Total Attachments: 3 source=First Fed-OneWest - Assignment (signed)#page1.tif source=First Fed-OneWest - Assignment (signed)#page2.tif source=First Fed-OneWest - Assignment (signed)#page3.tif	

ASSIGNMENT OF TRADEMARKS

WHEREAS, First Federal Bank of California, a California corporation, located at 12555 West Jefferson Boulevard, Los Angeles, California 90066 (hereinafter referred to as "ASSIGNOR"), is the owner of the entire right, title and interest in and to the trademarks in Exhibit A (the "MARKS"), and the goodwill appurtenant to said marks and the registrations thereof in accordance with Article III of the executed Master Asset and Purchase Agreement between First Federal Bank of California and OneWest Bank therefore;

WHEREAS, OneWest Bank, F.S.B., a federally chartered savings and banking institute residing at 888 East Walnut Street, Pasadena, CA 91101 (hereinafter referred to as "ASSIGNEE") desires to receive all of First Federal Bank of California's right, title and interest in and to the MARKS, together with the goodwill associated therewith;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

ASSIGNOR agrees to sell, assign, transfer and convey, and by this instrument hereby sells, assigns, transfers and conveys to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR's entire right, title and interest in and to the MARKS and the goodwill of the business appurtenant to and connected with the MARKS, all rights at common law in the MARKS, and ASSIGNOR further assigns, transfers, sells and conveys to ASSIGNEE, its successors, legal representatives and assigns, the right to renew, protect, defend and enforce any and all rights to the MARKS including the right to sue for past infringement, the right to enforce any and all trademark rights of ASSIGNOR and causes of action therefor, presently known or unknown and inuring to ASSIGNEE, and the right to recover all claims for

damages or for compensation for past infringement arising out of any cause of action, whether presently known, unknown, accrued or to accrue.

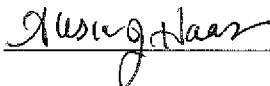
ASSIGNOR agrees to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR) in connection with perfecting the transfer of all rights to and the vesting of full and complete title in ASSIGNEE, including, without limitation by enumeration, agreeing to the recordation of this Assignment on the records of the United States Patent and Trademark Office.

ASSIGNOR agrees further to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR) in connection with enforcing and defending the rights transferred and particularly in connection with executing any and all instruments deemed by ASSIGNEE to be necessary or desirable to implement and accomplish the transfer, enforcement and/or defense of rights granted by ASSIGNOR hereunder.

ASSIGNOR and ASSIGNEE agree that the effective date of this Assignment shall be December 18, 2009.

IN TESTIMONY WHEREOF, the undersigned ASSIGNOR has executed this Assignment.

ASSIGNOR:
FDIC, as Receiver of First Federal Bank of California, a Federal Savings Bank

By: 

Name: Alesia Haas

Title: Senior Vice President, as Attorney in-fact of First Federal Bank of California, a Federal Savings Bank

Date: March 3, 2010

This assignment is made without recourse, representation or warranty, express or implies, by the FDIC in its corporate capacity or as Receiver.

EXHIBIT A

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FIRST FEDERAL BANK OF CALIFORNIA	1321606	February 19, 1985
FF DESIGN	1328905	April 2, 1985
FIRSTFED	1430532	February 24, 1987
FIRSTFED ONLINE	3311703	October 16, 2007

California State Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FIRST FEDERAL LOGO	16045	March 22, 1983
FIRSTFED	55923	March 6, 2002
FIRST FEDERAL	15969	March 10, 1983