

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
ING Direct Bancorp		02/17/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ING Bank, fsb		
Street Address:	1 South Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	federal stock savings bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85183761	PAYORANGE	
Serial Number:	76477931	ORANGE HOME LOANS	
CORRESPONDENCE DATA			
Fax Number:	(877)769-7945		
Phone:	9496545468		
Email:	arnold@fr.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Leslie Arnold		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	24575-0039001		
NAME OF SUBMITTER:	Leslie Arnold		
Signature:	/lya/		

Date:

03/14/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of February 17, 2012 (the "Effective Date") is made between ING Direct Bancorp, a corporation incorporated under the laws of Delaware (the "Assignor") and ING Bank, fsb, a federal stock savings bank (the "Assignee") (each a "Party" and, collectively, the "Parties").

WHEREAS, the Assignor has certain rights in the trademarks, trademark registrations and trademark applications set forth on Annex A hereto (the "Transferred Trademarks");

WHEREAS, the Assignor desires to assign and transfer to the Assignee all of its right, title and interest in and to the Transferred Trademarks; and

WHEREAS, the Assignee desires to accept from the Assignor the assignment and transfer of all of such Assignor's right, title and interest in and to the Transferred Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

Assignment. The Assignor hereby assigns and transfers to the Assignee, and the Assignee hereby accepts the transfer and assignment of, any and all of the Assignor's right, title and interest in and to the Transferred Trademarks in the United States of America, its territories and possessions (the "Territory") including, without limitation the following, solely in the Territory: (i) all goodwill associated therewith and symbolized thereby, (ii) all common law rights embodied therein, (iii) the applications, registrations therefor and any renewals thereof and (iv) the exclusive right to sue for all past, present and future claims, counterclaims, credits, causes of actions, choses in action, rights of recovery and rights of setoff under such right against any person, together with (to the extent applicable) the right to sue for infringement, misappropriation, unauthorized use or other violation thereof, and the right to collect any resulting damages, lost profits, legal fees and costs, including from acts that may have occurred prior to, on, or after the Effective Date. Assignor requests that the United States Commissioner of Patents and Trademarks record Assignee as the assignee and owner of the Transferred Trademarks.

Further Assurances. The parties shall execute all papers and perform such other acts as may be reasonably necessary to give Assignee the full benefit of this Assignment.

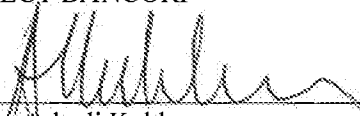
Governing Law. Except to the extent preempted by United States federal law, this Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to the conflicts of law principles thereof to the extent that such principles would apply the law of another jurisdiction.

Counterparts. This Assignment may be executed in two or more counterparts which may be delivered by means of facsimile or email, each of which shall be deemed to constitute an original, but all of which together shall be deemed to constitute one and the same instrument.

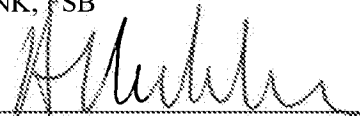
[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ING DIRECT BANCORP

By: 
Name: Arkadi Kuhlmann
Title: President and Chief Executive Officer

ING BANK, FSB

By: 
Name: Arkadi Kuhlmann
Title: President and Chief Executive Officer

(Signature Page to Trademark Assignment Agreement)

ANNEX A

Transferred Trademarks

I. United States Trademarks

A. Registered Trademarks

Record Owner	Mark	Registration No.	Registration Date
ING Direct Bancorp	Design of Orange Ball bouncing horizontally	3745893	February 9, 2010
ING Direct Bancorp	Design of an Orange Sphere in three dimensions	3733314	January 5, 2010
ING Direct Bancorp	Design of an Orange Sphere in three dimensions	3733317	January 5, 2010
ING Direct Bancorp	Orange Colored Ball design	3362892	January 1, 2008
ING Direct Bancorp	Orange Colored Ball design	3356853	December 18, 2007
ING Direct Bancorp	Orange Colored Ball design	3068848	March 14, 2006
ING Direct Bancorp	Orange Colored Ball design	3346357	November 27, 2007
ING Direct Bancorp	Orange Colored Ball design	3524478	October 28, 2008
ING DIRECT Bancorp	B&W Three Dimensional Design of Ball	3733315	January 5, 2010
ING DIRECT Bancorp	B&W Design of Ball bouncing horizontally	3745892	February 9, 2010
ING DIRECT Bancorp	wethesavers.com and Orange Ball Design	3852091	September 28, 2010
ING Direct Bancorp	OLA ORANGE LOAN ACCOUNT	4021367	September 6, 2011
ING Direct Bancorp	ORANGE SECURITY GUARANTEE Design	4033073	October 4, 2011

B. Pending Trademark Applications

Record Owner	Mark	Application No.	Application Date
ING Direct Bancorp	Orange Ball Bouncing Vertically	85279111	March 28, 2011
ING Direct Bancorp	ORANGE4KIDS Design	85249241	February 23, 2011
ING Direct Bancorp	PLANET ORANGE Design (in color)	77622656	November 26, 2008
ING Direct Bancorp	PLANET ORANGE Design (b/w)	77622645	November 26, 2008
ING Direct Bancorp	PLANET ORANGE	76455989	October 2, 2002
ING Direct Bancorp	EASY ORANGE	77490856	June 4, 2008
ING Direct Bancorp	ELECTRIC ORANGE	76343786	December 3, 2001

Record Owner	Mark	Application No.	Application Date
ING Direct Bancorp	ELECTRIC ORANGE CHECKING	77612957	November 12, 2008
ING Direct Bancorp	ELECTRIC ORANGE CHECKING ACCOUNT	77612964	November 12, 2008
ING Direct Bancorp	E-ORANGE	77407655	February 27, 2008
ING Direct Bancorp	IT PAYS TO BE ORANGE	76071823	June 16, 2000
ING Direct Bancorp	ORANGE 4KIDS	85249220	February 23, 2011
ING Direct Bancorp	ORANGE ACCOUNT	76036370	April 27, 2000
ING Direct Bancorp	ORANGE BUSINESS ACCOUNT	77662152	February 3, 2009
ING Direct Bancorp	ORANGE CARD	76066841	June 9, 2000
ING Direct Bancorp	ORANGE CD	76089023	July 14, 2000
ING Direct Bancorp	ORANGE CDS	76096580	July 26, 2000
ING Direct Bancorp	ORANGE CHECKING ACCOUNT	76627103	January 7, 2005
ING Direct Bancorp	ORANGE DAYS OF GIVING	77417668	March 10, 2008
ING Direct Bancorp	ORANGE DAYS OF GIVING	77196492	June 4, 2007
ING Direct Bancorp	ORANGE DEBIT CARD	76627102	January 7, 2005
ING Direct Bancorp	ORANGE FOR BUSINESS	77036422	November 3, 2006
ING Direct Bancorp	ORANGE HOME EQUITY	78594457	March 24, 2005
ING Direct Bancorp	ORANGE HOME LOANS	76477931	December 23, 2002
ING Direct Bancorp	ORANGE JR.	77502556	June 19, 2008
ING Direct Bancorp	ORANGE KIDS	76456050	October 2, 2002
ING Direct Bancorp	ORANGE LOAN	76096577	July 26, 2000
ING Direct Bancorp	ORANGE LOAN ACCOUNT	76085478	July 6, 2000
ING Direct Bancorp	ORANGE MINUS	76036367	April 27, 2000
ING Direct Bancorp	ORANGE MORTGAGE	76096579	July 26, 2000
ING Direct Bancorp	ORANGE MORTGAGES	76096578	July 26, 2000
ING Direct Bancorp	ORANGE PLUS	76036371	April 27, 2000
ING Direct Bancorp	ORANGE SAVINGS	76096581	July 6, 2000
ING Direct Bancorp	ORANGE SAVINGS ACCOUNT	76119766	July 6, 2000
ING Direct Bancorp	ORANGE SAVINGS ACCOUNT	76036368	April 27, 2000
ING Direct Bancorp	ORANGE SECURITY GUARANTEE	77739693	May 18, 2009
ING Direct Bancorp	ORANGEOPOLIS	77663843	February 5, 2009
ING Direct Bancorp	PAYORANGE	85183761	November 23, 2010
ING Direct Bancorp	SIMPLY ORANGE	76071824	June 16, 2000
ING Direct Bancorp	ZERO CLOSING COST ORANGE MORTGAGE	78643478	June 3, 2005
ING Direct Bancorp	MOBILE and Orange Ball Mark	85/359,721	June 29, 2011
ING DIRECT Bancorp	TOUCH THE BALL	85/253,353	February 28, 2011

Record Owner	Mark	Application No.	Application Date
ING DIRECT Bancorp	HAVE A BALL	85/249,249	February 23, 2011
ING DIRECT Bancorp	KIDS SAVINGS ACCOUNT and Suspended Orange Ball with Shadow Mark	85/359,708	June 29, 2011
ING DIRECT Bancorp	ELECTRIC ORANGE and Lightning Bolt Design	85/398,098	August 15, 2011