

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/01/2011		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Doral Bank, FSB		09/29/2011
			Federal Savings Bank:
RECEIVING PARTY DATA			
Name:	Doral Bank		
Street Address:	PO Box 363507		
City:	San Juan		
State/Country:	PUERTO RICO		
Postal Code:	00920-2717		
Entity Type:	banking corporation: PUERTO RICO		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3290336	DB DORAL BANK
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(787) 759-3180		
Email:	rvela@fgrlaw.com		
Correspondent Name:	Ramon G. Vela-Cordova		
Address Line 1:	PO Box 363507		
Address Line 4:	San Juan, PUERTO RICO 00936-3507		
NAME OF SUBMITTER:	Ramon G. Vela-Cordova		
Signature:	/Ramon G. Vela-Cordova/		
Date:	11/09/2012		

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Total Attachments: 9

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PLAN AND AGREEMENT OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (the "Agreement"), dated as of September 29th, 2011, by and between DORAL BANK, a banking corporation organized and existing under the laws of the Commonwealth of Puerto Rico (the "DORAL"), and DORAL BANK FSB, a federal savings bank organized and existing under the laws of the United States of America ("DORAL FSB").

RECITALS

WHEREAS, the Boards of Directors of DORAL and DORAL FSB deem it advisable and in the best interest of their respective entities to consummate, and have adopted and approved, the merger of DORAL FSB with and into DORAL (the "Merger") and other transactions contemplated hereby, upon the terms and subject to the conditions set forth herein;

WHEREAS, DORAL is a commercial bank duly organized and existing under Puerto Rico Act No. 55 of May 12, 1933, as amended (the "Banking Act") and subject to the supervision of the Office of the Commissioner of Financial Institutions of Puerto Rico and the Federal Deposit Insurance Corporation ("FDIC") as a federally insured banking institution;

WHEREAS, DORAL FSB is a federal savings bank duly organized and existing under the United States Home Owners Loan Act, as amended ("HOLA") and subject to the supervision of the Office of Thrift Supervision and the FDIC as a federally insured savings bank;

WHEREAS, the Banking Act and HOLA permit such a merger, and the Constituent Entities (as defined in Section 1 hereof) desire to merge under and pursuant to the provisions of Section 15 of the Banking Act and of Sections 5 and 10(s) of the HOLA (12 U.S.C. §1464; 1467a(s)) and 12 C.F.R. Part 552.

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

1. The Merger. Upon the terms and subject to the conditions hereof, as of the Effective Date (as defined in Section 3 hereof), DORAL FSB shall be merged with and into DORAL, with DORAL continuing as the Surviving Bank and the separate existence of DORAL FSB shall cease (DORAL and DORAL FSB are sometimes referred to herein as the "Constituent Entities"; DORAL FSB is sometimes referred to herein as the "Merged Bank" and DORAL is sometimes referred to herein as the "Surviving Bank").

2. Filing of Agreement of Merger. If this Agreement is duly adopted in compliance with the legal requirements for the Merger, as provided in Section 6 hereof, this Agreement with the accompanying Certificate of Merger found in Exhibit A hereto shall be filed with the Secretary of State of the Commonwealth of Puerto Rico.

3. Effective Date of the Merger. The Merger shall become effective on October 1, 2011 (the "Effective Date"), as set forth in Article 1.03(D) of the Puerto Rico General Corporation Law (the "Effective Date").

4. Shares of Constituent Entities. As of the Effective Date:

(a) DORAL Stock. By virtue of the Merger and without any action on the part of the stockholder of DORAL, each share of stock of DORAL, as the Surviving Bank, which was issued and outstanding on the Effective Date, shall remain issued and outstanding after the Effective Date. The issued and outstanding shares of common stock of the DORAL BANK after the Merger shall be 20,000.

(b) DORAL FSB Stock. By virtue of the Merger and without any action on the part of the stockholder of DORAL FSB, each share of Common Stock of DORAL FSB, as the Merged Bank, which was issued and outstanding on the Effective Date, shall be cancelled.

5. Directors and Officers of the Surviving Bank. As of the Effective Date, the directors and officers listed in Exhibit B to this Agreement shall be the directors and officers of the Surviving Bank.

6. Legal Requirements to Merger; Further Assurances.

(a) The Constituent Entities shall obtain the approval of this Plan and Agreement of Merger from each of their respective sole shareholder.

(b) The Constituent Entities shall (i) proceed expeditiously and cooperate fully in determining which filings are required to be made prior to the Effective Date with, and which consents, approvals, permits or authorizations are required to be obtained prior to the Effective Date with, and which consents, approvals, permits or authorizations are required to be obtained prior to the Effective Date from, governmental or regulatory authorities of the Commonwealth and the United States (collectively, the "Regulatory Approvals") in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby; and (ii) timely makes all such filings and timely seek all Regulatory Approvals; and take all other action and do all things necessary, prior or appropriate to consummate and make effective all transactions contemplated by this Agreement as soon as possible.

(c) Subject to the terms and provisions of this Plan and Agreement of Merger, each of DORAL and DORAL FSB will take, or cause to be taken, all reasonable actions necessary to comply promptly with all legal requirements which may be imposed on them with respect to the Merger and will promptly cooperate with and furnish information to each other in connection with any such requirements imposed upon any of them in connection with the Merger. Each of DORAL and DORAL FSB will take all reasonable actions necessary to obtain (and will cooperate with each other in obtaining) any consent, authorization, order or approval of, or any exemption by, any governmental entity or other public or private third party, required to be obtained or granted by it in connection with the Merger or the taking of any action contemplated by this Plan and Agreement of Merger.

(d) After the Effective Date, DORAL and DORAL FSB will take all appropriate action and execute all documents, instruments or conveyances which may be reasonably necessary to carry out the provisions hereof, including, without limitation, vesting in the Surviving Bank its right, title and interest in and to the properties and assets of the Constituent Entities acquired by DORAL as the Surviving Bank.

7. Effect of Merger. As of the Effective Date:

(a) The name of the Surviving Bank shall be "Doral Bank." The main office and principal place of business of the Surviving Bank shall be the same as the main office and principal place of business of the Surviving Bank immediately prior to the Effective Date;

(b) The Articles of Incorporation and By-Laws of the Surviving Bank in effect immediately prior to the Effective Date shall be the Articles of Incorporation and By-Laws of the Surviving Bank immediately after the Effective Date.

(c) The Surviving Bank shall possess all of the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities, obligations and duties of each of the Constituent Entities, except as otherwise herein provided, and except as otherwise provided by law;

(d) The Surviving Bank shall be vested, without further action, with all property, be it real, personal, or mixed, and all debts due to the Constituent Entities on whatever account as well as all other things in action or belonging to the Constituent Entities;

(e) All property, rights, privileges, powers and franchises of the Constituent Entities shall be thereafter effectively the property of the Surviving Bank as they originally were of the Constituent Entities, but all rights of creditors and all liens upon any property of any of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities, obligations, and duties of the Constituent Entities shall thenceforth

attach to, and may be enforced against the Surviving Bank to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it;

(f) All suits, actions or other proceedings pending in any court on the Effective Date shall continue to their termination just as if no merger had taken place; provided, however, that the Surviving Bank may be substituted in place of the Merged Bank by order of the court taking cognizance of the proceedings; and

(g) All deposit accounts of the Merged Bank shall be and will become deposits in the Surviving Bank without change in their respective terms, interest rates, maturities, minimum required balances or withdrawal rates. After the Effective Date, the Surviving Bank will continue to issue deposit accounts on the same basis as the Surviving Bank did immediately prior to the Effective Date.

(h) After the Effective Date, the management and administration of the entity formerly known as Doral FSB shall be and will become the management and administration of the operations of the Surviving Bank outside Puerto Rico, and their duties will continue to be conducted outside Puerto Rico. Accordingly, the volume of business of the Surviving Bank received by and as a result of its operations outside Puerto Rico shall continue to be attributable to its operations outside Puerto Rico.

8. Tax Treatment. The parties agree that it is their intention that the Merger constitute a reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended, and under Section 1034.04(g) of Puerto Rico Act No. 1 of January 31, 2011 (the "PR Code"), and that this Plan and Agreement of Merger constitutes a "plan of reorganization" within the meaning of Treasury Regulations section 1.368-1(c) and of the applicable regulations under the PR Code.

9. Miscellaneous.

(a) Headings. When a reference is made in this Plan and Agreement of Merger to a Section, such reference shall be to a Section of this Plan and Agreement of Merger unless otherwise indicated. The headings contained in this Plan and Agreement of Merger are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan and Agreement of Merger.

(b) Entire Agreement; No Third Party Beneficiaries; Rights of Ownership. This Plan and Agreement of Merger (including the documents, exhibits and instruments referred to herein) (i) constitutes the entire agreement and supersedes all prior agreements, and understandings and communications, both written and oral, among the parties with respect to the subject matter hereof, and (ii) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(c) Governing Law. This Plan and Agreement of Merger shall be governed and construed in accordance with the laws of the State of New York, and the federal laws of the United States, where applicable, without regard to any applicable principles of conflicts of law.

(d) Assignment. Neither this Plan and Agreement of Merger 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. Subject to the preceding sentence, this Plan and Agreement of Merger will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

(e) Severability. If any term or other provision of this Plan and Agreement of Merger is invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Plan and Agreement of Merger shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Plan and Agreement of Merger so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible, and in any case such term or provision shall be deemed amended to the extent necessary to make it no longer invalid, illegal or unenforceable.

(f) Counterparts. This Plan and Agreement of Merger may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

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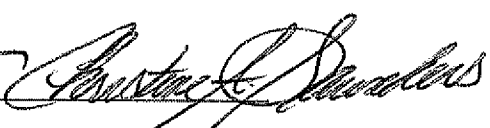
THE ABOVE PLAN AND AGREEMENT OF MERGER, having been adopted and approved by the Board of Directors of the Merged Bank and the Surviving Bank in accordance with the provisions of Section 15 of the Banking Act, the President of the Merged Bank and the Authorized Signatory of Surviving Bank thereto do now hereby execute the said Plan and Agreement of Merger under the seals of their respective Constituent Entities, by authority of the Directors as the respective act, deed and agreement of each of said Constituent Entities, all as of the date first above written.

(SEAL)

DORAL BANK, FSB
(The Merged Bank)

By: _____


Paul Mak
President



CHRISTINE A. SAUNDERS
Notary Public, State of New York
No. 01SA6244981
Qualified in Kings County
Term Expires July 18, 2015

(SEAL)

DORAL BANK
(The Surviving Bank)

By: _____


Christopher C. Poulton
Authorized Signatory


CHRISTINE A. SAUNDERS
Notary Public, State of New York
No. 01SA6244981
Qualified in Kings County
Term Expires July 18, 2015

**CERTIFICATE OF MERGER
MERGING DORAL BANK FSB
INTO DORAL BANK**

FIRST: The names and places of incorporation or organization of the constituent entities are:

<u>Name</u>	<u>Place of Incorporation/organization</u>
DORAL BANK	Puerto Rico
DORAL BANK FSB	United States of America

SECOND: Each of the Constituent Entities has approved, adopted, certified, executed and authenticated a merger agreement in accordance with Section 15 of the Banking Act and with the requirements of Sections 5 and 10(s) of the HOLA (12 U.S.C. §1464; 1467a(s)) and 12 C.F.R. Part 552.

THIRD: The Surviving Bank is: Doral Bank.

FOURTH: The effective date of the merger will be October 1, 2011.

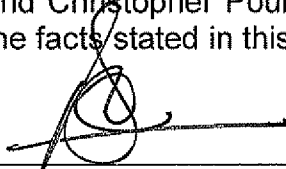
FIFTH: The Articles of Incorporation of DORAL BANK shall be the Articles of Incorporation of the Surviving Bank.

SIXTH: The merger agreement is available at the principal office of the Surviving Bank located at:


Doral Bank
1451 F.D. Roosevelt Avenue
San Juan, PR 00920

SEVENTH: The Surviving Bank will provide, free of charges, a copy of the merger agreement upon request from any shareholder or member of the constituent entities.

IN WITNESS WHEREOF, We, Paul Mak, as President of DORAL BANK FSB and Christopher Poulton as Authorized Signatory of DORAL BANK, hereby swear that the facts stated in this Certificate are true, this 29th day of September, 2011.



Paul Mak
President
DORAL BANK FSB



Christopher C. Poulton
Authorized Signatory
DORAL BANK

DIRECTORS AND OFFICERS

DIRECTORS

<i>Name and Residence</i>	<i>Principal Occupation</i>
Glen R. Wakeman Alhelí #105, San Francisco, San Juan, P.R. 00927	President & CEO, Doral Financial Corporation
Dennis Buchert 4 Sommerset Street Plainsboro NJ 08536	President, Whitehall Associates Director, Doral Bank
James Gilleran 1911 McCarthy Street Raleigh, NC 27608	Consultant Director, Doral Bank
Douglas Jacobs 67 Orchard Avenue Providence, RI 02906	Private Investor Director, Doral Bank
Enrique R. Ubarri 1854 McLeary #9 San Juan, P.R. 00911	EVP & General Counsel, Doral Financial Corporation
Robert E. Wahlman Dorado del Mar 116 West Golf Villas Dorado, PR 00646	CFO & CIO Doral Financial Corporation

OFFICERS

<i>Name and Residence</i>	<i>Title</i>
Glen R. Wakeman Alhelí #105, San Francisco, San Juan, P.R. 00927	President & CEO
Robert E. Wahlman Dorado del Mar 116 West Golf Villas Dorado, PR 00646	EVP – Chief Financial and Investment Officer
Christopher C. Poulton 55 Gilbert Street Ridgefield, CT 06877	EVP – Chief Business Development Officer
Enrique R. Ubarri 1854 McLeary #9, San Juan, P.R. 00911	EVP – General Counsel & Chief Compliance Officer
Laura Vázquez Las Villas B-18 Guaynabo, P.R. 00969	SVP – Principal Accounting Officer
Luis Alejandro The Coliseum Tower Residences 576 Ave. Arterial B, Apt. 2401 San Juan, PR 00918	SVP – Chief Internal Auditor