

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
East West Bank		03/16/2018	State-Chartered Member Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Flagstar Bank, F.S.B.		
Street Address:	5151 Corporate Drive		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48098		
Entity Type:	Federally Chartered Stock Savings Bank: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3519099	DESERT COMMUNITY BANK	
Registration Number:	1804747	DESERT COMMUNITY BANK DCB DESERT CASHBOX	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	248-641-1600		
Email:	agrubb@hdp.com		
Correspondent Name:	Lisabeth H. Coakley		
Address Line 1:	5445 Corporate Drive, Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	17467-500012		
NAME OF SUBMITTER:	Lisabeth H. Coakley		
SIGNATURE:	/Lisabeth H. Coakley/		
DATE SIGNED:	04/10/2018		
Total Attachments: 4			
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EXHIBIT 4.2(a)(6) – Form of Trademark and Domain Name Assignment

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment, dated as of March 16 2018, is entered into by and between East West Bank, a California state-chartered member bank with its principal office located in Pasadena, California (“**Assignor**”) and Flagstar Bank, F.S.B., a federally chartered stock savings bank with its principal office located in Troy, Michigan (“**Assignee**”).

RECITALS

WHEREAS, Assignor owns all right, title and interest in and to, as well as the goodwill associated with, the trademark (the “**Mark**”) and the domain name (the “**Domain Name**”) set forth on Schedule A.

WHEREAS, Assignor and Assignee are parties to that Purchase and Assumption Agreement, dated as of November 11, 2017 (as it may be amended, supplemented or restated from time to time, the “**Purchase Agreement**”).

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign and transfer to Assignee, and Assignee has agreed to acquire and assume from Assignor, all of Assignor’s right, title and interest in and to the Mark and the Domain Name, in each case as of the Closing. The assignment of the Mark and the Domain Name includes all rights of action accrued, accruing and to accrue under and by virtue of the Mark and the Domain Name, including all rights in and to all causes of action, either at law or in equity, and the right to sue, counterclaim, and recover for past, present, or future infringement.

WHEREAS, the Closing of the transactions contemplated by the Purchase Agreement occurred on the date hereof.

NOW, THEREFORE, the parties do hereby acknowledge the following:

1. Assignor hereby irrevocably and unconditionally grants, bargains, sells, assigns, transfers, conveys, sets over, confirms and delivers to Assignee all of Assignor’s right, title and interest assigned in and to the Mark and Domain Name.

2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office (“**USPTO**”), and the trademark office or agency of all foreign countries as applicable, to record Assignee as the assignee and owner of any and all of Assignor’s rights in and to the Mark and to issue to Assignee any and all trademark registrations resulting from any relevant trademark applications, or any renewals of said registrations.

3. Assignor agrees to cooperate with Assignee to transfer the Domain Name electronically from Assignor’s account to Assignee’s account at a Registrar of Assignee’s choice within ten (10) Business Days after the date of this Assignment.

4. Assignor agrees to execute and deliver at a future date, for no additional consideration, any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership to the Mark and the Domain Name anywhere in the world.

5. Capitalized terms used herein but not otherwise defined having the meanings set forth in the Purchase Agreement.


6. Article XIII of the Purchase Agreement is hereby incorporated by reference *mutatis mutandi*.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has executed this Trademark and Domain Name Assignment as of the date first above written.

Assignor:

EAST WEST BANK

By:  _____

Name:

Title:


[Signature Page to Trademark and Domain Name Assignment]

1a-1364067 v3


TRADEMARK
REEL: 006311 FRAME: 0443

SCHEDULE A

SCHEDULE OF REGISTERED TRADEMARKS

MARK	COUNTRY	CLASS	SERIAL NO. FILING DATE	REG NO. REG. DATE	OWNER
DESERT COMMUNITY BANK	USA	036 (Banking Services; detail attached)	77261685 08/22/2007	3519099 10/21/2008	EAST WEST BANK Maintenance: 10-22-2017 to 10-22-2018
	USA	036 (ATMs; detail attached)	74298322 07/27/1992	1804747 11/16/1993	EAST WEST BANK Maintenance: 10-22-2017 to 10-22-2018

SCHEDULE OF COMMON LAW TRADEMARKS

MARK	COUNTRY	CLASSES
DCB	USA	36, 41 (Banking, Website)
	USA	36, 41 (Banking, Website)

SCHEDULE OF DOMAINS

DOMAIN NAME	EXPIRATION	REGISTRAR	STATUS
https://www.dcbknb.org	2019-11-01	Mark Monitor	Active
https://www.dcbk.org	2019-04-30	Network Solutions	Active

SCHEDULE A TO EXHIBIT 4.2(a)(6) TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT