

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/28/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Webster Bank, National Association		05/02/2005	NATIONAL BANK:

RECEIVING PARTY DATA

Name:	Webster Financial Corporation
Street Address:	145 Bank Street
Internal Address:	Webster Plaza M.O. 325
City:	Waterbury
State/Country:	CONNECTICUT
Postal Code:	06702
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	76418391	NATIONWIDE SERVICE; SMALL TOWN INTEGRITY
Serial Number:	76425426	MSABANK
Serial Number:	76425441	MSABANK
Serial Number:	76565674	HSA BANK

CORRESPONDENCE DATA

Fax Number: (860)392-5058
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (860)392-5014
 Email: trademark@jordenusa.com
 Correspondent Name: Diane Duhaime
 Address Line 1: 175 Powder Forest Drive
 Address Line 2: Suite 201
 Address Line 4: Simsbury, CONNECTICUT 06089

TRADEMARK

NAME OF SUBMITTER:	Diane Duhaime
Signature:	/Diane Duhaime/
Date:	05/04/2005
Total Attachments: 3 source=Assignment of Marks - Webster Bank, National Association to Webster Financial Corporation#page1.tif source=Assignment of Marks - Webster Bank, National Association to Webster Financial Corporation#page2.tif source=Assignment of Marks - Webster Bank, National Association to Webster Financial Corporation#page3.tif	

ASSIGNMENT OF MARKS

WHEREAS, Webster Bank, National Association, a national bank, located at Webster Plaza, 145 Bank Street, Waterbury, CT 06702 (“Assignor”), has adopted, used and is using and is the sole owner of the marks set forth below (the “Marks”); and

WHEREAS, Webster Financial Corporation, a corporation of the State of Delaware, located at Webster Plaza, 145 Bank Street, Waterbury, CT 06702 (“Assignee”), desires to obtain all right, title and interest in and to the Marks;

NOW, THEREFORE, effective as of the date hereof, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all of its legal and equitable right, title and interest in and to the Marks, including, without limitation, all registrations and applications in the United States Patent and Trademark Office for registrations of the Marks, if any, therefor, together with the goodwill of the business symbolized by the Marks, and together with all of Assignor’s right to sue and recover for past, present and future infringements of the Marks and related claims, including, without limitation, the right to sue for injunctive relief and collect damages, free and clear of all liens, claims, charges, security interests, and other interests of encumbrances, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

<u>Marks</u>	<u>U.S. Application Serial No.</u>	<u>Filing Date</u>
HSA BANK	76565674	12/8/2003
NATIONWIDE SERVICE; SMALL TOWN INTEGRITY	76418391	6/7/2002
MSABANK (and design)	76425441	6/27/2002
MSABANK	76425426	6/27/2002

ALL OTHER MARKS, IF ANY, OWNED BY ASSIGNOR THAT INCLUDE THE TERMS "HSA" OR "MSA" WHETHER OR NOT SUCH MARKS ARE REGISTERED.

The Commissioner for Patents and Trademarks is requested to issue the Certificates of Registration to Assignee.

The Marks were previously assigned from State Bank of Howards Grove to Assignor: recorded on April 21, 2005 at Reel 003070 and Frame 0798. Assignor shall execute and deliver to Assignee such documents and take such acts as requested by Assignee to register, evidence or perfect Assignee's rights under this Assignment of Marks agreement ("Agreement").

This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof. No modification, supplement to or waiver of this Agreement shall be binding upon Assignor or Assignee unless made in writing signed by authorized representatives of both parties. This

