

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Webster Financial Corporation		09/11/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FirstFed Financial Corporation		
<b>Street Address:</b>	401 Wilshire Blvd.		
<b>Internal Address:</b>	Suite 1200		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90401		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1430532	FIRSTFED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)394-4477		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(310) 451-0647		
<b>Email:</b>	dancislo@cislo.com		
<b>Correspondent Name:</b>	Daniel M. Cislo, Cislo & Thomas LLP		
<b>Address Line 1:</b>	233 Wilshire Blvd.		
<b>Address Line 2:</b>	Suite 900		
<b>Address Line 4:</b>	Santa Monica, CALIFORNIA 90401		
<b>ATTORNEY DOCKET NUMBER:</b>	01-9811		
<b>NAME OF SUBMITTER:</b>	Daniel M. Cislo		
<b>Signature:</b>	/daniel cislo/		

CH \$40.00 1430532

Date:

09/21/2006

Total Attachments: 2

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**SERVICE MARK ASSIGNMENT**

**WHEREAS**, Webster Financial Corporation, a corporation of the State of Delaware, located at Webster Plaza, 145 Bank Street, Waterbury, CT 06702 (“Assignor”), has adopted, used and is using and is the sole owner of the mark set forth below (the “Mark”); and

**WHEREAS**, FirstFed Financial Corporation, a corporation of the State of Delaware, located at 401 Wilshire Boulevard, Suite 1200, Santa Monica, CA 90401 (“Assignee”), desires to obtain all right, title and interest in and to the Mark;

**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 Mark, including, without limitation, all registrations and applications in the United States Patent and Trademark for registrations of the Mark, if any, therefor, together with the goodwill of the business symbolized by the Mark, and together with all of Assignor’s right to sue and recover for future infringements of the Mark and related claims, including, without limitation, the right to sue for injunctive relief and collect damages, as fully and entirely as the same would have been held by Assignor had this assignment not been made. Except as expressly set forth herein, no other rights are hereby conveyed to Assignee and all such other rights are hereby retained by Assignor, including, without limitation, Assignor’s right to use the Mark in certain of its domain name registrations and to sue third parties for past and present future infringements of the Mark (the “Retained Rights”). Assignee agrees not to oppose or otherwise challenge the Retained Rights, or oppose or otherwise challenge the use of the Mark by FIRSTFED Charitable Foundation or its successors or assigns in connection with charitable activities. No rights to any other Assignor mark are conveyed by this instrument nor does Assignee acquire any interest in Assignor’s business operations heretofore operated under and/or in connection with the Mark.

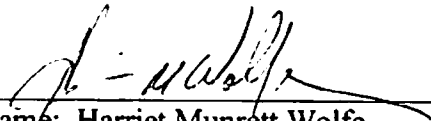
<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
FIRSTFED	1430532	February 24, 1987

The Mark was previously assigned from First Federal Savings Bank of America to Assignor: recorded on August 18, 2006 at Reel 003372 and Frame 0691.

This Service Mark Agreement ("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 Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut, without reference to its conflict of laws provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, Assignor has caused this instrument to be hereunto executed, sealed and delivered by its authorized representative as of 9/11, 2006.

Webster Financial Corporation

By   
Name: Harriet Munrett Wolfe  
Title: EVP, General Counsel and Secretary

Agreed and acknowledged:

FirstFed Financial Corporation

By: 

Name: Ann Lederer

Title: Sr. VP, General Counsel + Secretary

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