

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RICHARD A. STARBUCK	04/02/2002
BRIAN OKELLEY	02/24/2015
ANTHONY DAVID GUIDO	11/18/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.
<b>Street Address:</b>	270 PARK AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	29448637
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)778-2201
<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>	
<b>Phone:</b>	2029551500
<b>Email:</b>	patdcdoCKET@hunton.com
<b>Correspondent Name:</b>	HUNTON & WILLIAMS LLP
<b>Address Line 1:</b>	2200 PENNSYLVANIA AVENUE, NW
<b>Address Line 2:</b>	INTELLECTUAL PROPERTY DEPARTMENT
<b>Address Line 4:</b>	WASHINGTON, D.C. 20037
<b>ATTORNEY DOCKET NUMBER:</b>	72167.000804-2
<b>NAME OF SUBMITTER:</b>	STEVEN L. WOOD
<b>SIGNATURE:</b>	/Steven L. Wood/
<b>DATE SIGNED:</b>	10/30/2015
<b>Total Attachments: 14</b>	
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## ASSIGNMENT

**WHEREAS, WE, Richard STARBUCK**, residing at 50 Manzanita Ct., West Creek, CA 94595; **Brian OKELLEY**, residing at 1421 Harmon Street, Berkeley, CA 94702; and **Anthony David GUIDO**, residing at 3982 Barton Creek Circle, Corona, CA 92883, have invented, developed, and/or have rights in the invention(s) (hereinafter "Invention") disclosed in an application for United States Letters Patent entitled:

**"GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN OR PORTION THEREOF"**

filed on March 13, 2013 and accorded U.S. Application No. 29/448,637 (hereinafter "Application"); and;

**WHEREAS, JPMorgan Chase Bank, N.A.**, a corporation organized under the laws of the United States of America and having a place of business at 270 Park Avenue, New York, NY 10017 (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Invention and in and to the Application.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee and its successors and assigns, our entire right, title and interest, worldwide, in and to the Invention and the Application, and all patents and applications, worldwide, claiming priority to and/or benefit of, directly or indirectly, or based in whole or in part on, said Application and/or said Invention, including continuations, continuations-in-part, divisionals, reissues, reexaminations, renewals, substitutes, and extensions thereof, and any international and regional applications, based in whole or in part on any of the aforesaid applications or in whole or in part on said Invention, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all utility-model registrations, inventor's certificates, and the like heretofore or hereafter filed, worldwide, for the Invention, and in and to any and all patents (including all extensions, renewals, reexaminations and reissues thereof), worldwide, which have been or may be granted on any of the aforesaid applications or on said Invention or any parts thereof.

**AND WE HEREBY** covenant and agree for ourselves and our heirs, executors and administrators that we will communicate to Assignee any facts known to us respecting the Invention and the aforementioned applications, sign all lawful papers, testify in any legal proceeding, make all rightful oaths, and take any other actions that may be necessary or desirable to secure to Assignee its right, title, and interest in and to the aforementioned patents, applications and Invention, and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for the Invention and the aforementioned patents and applications;

**AND WE HEREBY** agree to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said applications, or in the preparation or prosecution of any continuation, continuation-in-part, divisional, substitute, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents or similar rights of any region or country, that may be necessary to secure

to Assignee its interest and title in and to said Invention or any parts thereof, and in and to said applications and patents;

**AND WE HEREBY** authorize and request our agents, Hunton & Williams LLP, whose address is 2200 Pennsylvania Avenue, N.W., Washington, DC 20037, to insert hereon any identification necessary or desirable for recordation of this document, including the filing date and application number of said Application when known;

**AND WE HEREBY** covenant for ourselves and our legal representatives, and agree with said Assignee, its successors and assigns, that we have the full right to convey the entire interest herein assigned, and that we have granted no right or license to make, use, sell or offer to sell said Invention, to anyone except said Assignee, that prior to the execution of this deed, our right, title and interest in said Invention and said Application had not been otherwise encumbered, and that we have not and will not execute any instrument in conflict therewith;

**AND WE HEREBY** authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty is to issue patents on applications as aforesaid, to issue any and all letters patents which may be granted upon said United States and foreign applications or upon the Invention to the Assignee.

**- SIGNATURES BEGIN ON NEXT PAGE -**

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard STARBUCK

WITNESSES:

**Printed Name:** \_\_\_\_\_

\_\_\_\_\_  
Signature

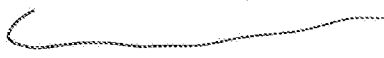
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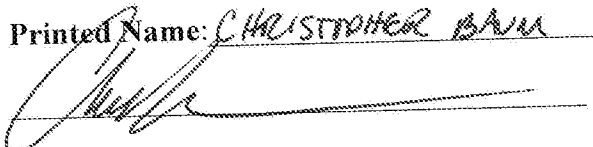
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Date

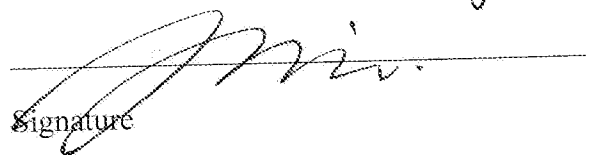
2.24.2015  
Date

  
Brian OKELLEY

WITNESSES:


Printed Name: CHRISTOPHER BAW  
  
Signature

2/24/15  
Date

Printed Name: Hans Krueger  
  
Signature

2/24/15  
Date

11/18/2014  
Date

  
\_\_\_\_\_  
Anthony David GUIDO

WITNESSES:

Printed Name: Patricia Guido

Patricia Guido  
Signature

11-18-14  
Date

Printed Name: Ryann Tornow

Ryann Tornow  
Signature

11-18-14  
Date

**About This Document**

Welcome to Washington Mutual. At Washington Mutual, we believe that we owe a responsibility to our shareholders and our customers to take every effort to protect our valuable assets from loss or misuse. We also believe that it is important to communicate our expectations to employees. This document is intended to further those goals by informing you about your responsibilities with respect to confidentiality, security, use of company property, and other matters.

**Confidential Nature of Work**

During the course of your employment with Washington Mutual ("Company"), you will be entrusted with and have access to equipment, systems, and information related to our business and our customers, all of which are highly valuable assets of the Company. Examples of items that must be treated as confidential include, but are not limited to: business systems; access to systems; information about customers, vendors, and employment relationships; products; research and development material, customer accounts (including employee accounts); policies and procedures; and corporate decisions and future plans.

We consider all information about our business or customers that is not generally known to the public or to our competitors to be confidential and trade secrets ("Confidential Information"). This Confidential Information is a valuable asset of the Company, and protection of this asset is important to maintaining our competitive position in the financial services industry. It is the responsibility of each employee to maintain the confidentiality of all Confidential Information both during and after his or her employment.

When in doubt as to the confidentiality or proprietary nature of resources, consult WaMu management, Corporate Information Security, or The General Auditor before taking any action.

**Washington Mutual Security Statement**

It is critical that Washington Mutual protect its Confidential Information and its other assets and resources from loss, damage, or disruption due to unauthorized or inadvertent access, disclosure, or modification. Your responsibilities for protecting Company information are outlined below.

**CONFIDENTIAL INFORMATION:** I agree to maintain the confidentiality of all Confidential Information. I will not directly or indirectly disclose any Confidential Information to anyone outside the Company or to anyone inside the Company who does not have the need to know such information for business purposes. I understand and agree that this obligation to protect Confidential Information applies during the term of my employment and continues after the termination of my employment.

I will not alter or in any way change Confidential Information except in the performance of the duties of my job. I will not attempt to gain access to such information or data storage facilities unless I am specifically authorized to do so. I will not disable, bypass, or disregard security features or controls.

**USER IDs AND PASSWORDS:** I understand that I am personally responsible for the security of my password(s) and that any User IDs or passwords assigned to me are to be used only by me and are not to be disclosed to anyone, either directly or indirectly. I understand that I am personally responsible for all activities or transactions performed with my User ID(s) and password(s) on any workstation. I will not use a User ID or password assigned to another person. I will comply with all WaMu procedures in the assignment and format of my passwords.

I will report any knowledge or suspicion of unauthorized attempts to breach security or knowledge of security loopholes to my supervisor or the WaMu Tip Line.

**COMPUTER EQUIPMENT:** Computer equipment is provided for business use. While reasonable personal use of desktop computers is permissible, any information stored on them is assumed to be the property of WaMu, and I have no expectation of privacy in any such information.

I understand that WaMu owns and has the right to access all electronic files maintained on Company equipment, including my electronic mail, computer files, and cache. The purpose for access could include quality assurance, maintenance, auditing, security and other investigations, debugging, and for other purposes the Company deems appropriate.

While it is not Company policy to routinely read employees' e-mail and voicemail, I understand that the Company has the right to access my e-mail and voicemail and monitor my internet activities as it deems appropriate.

I will understand and comply with the terms and conditions of software licenses. I will not use personally-owned software on WaMu-owned computers, and I will not make or possess any unauthorized copies of copyrighted software on either WaMu premises or equipment.

I am aware that on my last day of employment, my access authorizations terminate and I will return WaMu Company cards, badges, and all WaMu computer resources assigned to me.

*Continued on next page*



## Working for WaMu, continued

### Washington Mutual's Property

**WORK AREAS:** All WaMu computers, related equipment, software, access capabilities, storage facilities and contents are the sole property of Washington Mutual, as are all fixtures, furniture, equipment, supplies, and materials ("Company Property"). Company Property is provided for you to use while conducting business for Washington Mutual. It is not intended for personal use, however, reasonable personal use is allowed.

It is your responsibility to preserve and protect Company Property. You may not use Company Property for personal gain or other unauthorized purposes. Your responsibility to preserve and protect this property includes, but is not limited to, preventing unauthorized modification, damage, destruction, disclosure, use, or loss.

**WAMU'S RIGHT TO SEARCH / MONITOR:** To protect Company Property, Confidential Information, our customers' assets (including their confidential information), the safety and security of employees and customers, and to ensure quality service, it may be necessary for the Company to:

- monitor employee work areas.
- conduct searches or inspections of employee work areas or property, including desks, lockers, papers, computers or personal property brought onto Company property, such as purses, briefcases, clothing, etc.

While it is not Company policy to routinely search employees or their work areas, by accepting employment at Washington Mutual, employees consent to such monitoring or searches and agree to cooperate with any investigation.

### Using Personal Vehicles on Company Business

If you use your personal vehicle while on Company business, you are responsible for providing your own insurance, including bodily injury and property damage coverage, sufficient to at least meet your state's limits for financial responsibility. You are responsible for your physical damage coverage and the deductible. You are also responsible for carrying a valid driver's license and proof that you are carrying the required insurance. You are responsible for all penalties and fines if you are charged for violations while on Company business.

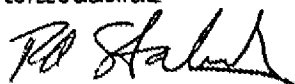
### Information About Your Employment

**CODE OF CONDUCT / ETHICAL STANDARDS:** WaMu expects its employees to always uphold the highest ethical standards. The *Washington Mutual Code of Conduct* embodies these standards. You have been provided a copy of the *Code of Conduct* and are responsible for complying with it.

**EMPLOYEE GUIDE:** Washington Mutual has established an *Employee Guide* to provide employees with information about their employment. If you have any questions about where to locate the *Employee Guide* or have questions about any of its contents, contact your manager or the Employee Relations Resource Center at (800) 843-6083.

**APPROPRIATE WORKPLACE CONDUCT:** WaMu expects its employees to treat each other with respect and dignity. The WaMu Appropriate Workplace Conduct policy embodies these standards. All employees are expected to comply with the policy, and to bring any concerns or violations to the attention of management. The policy is found in the *Employee Guide*.

- I have read, understood, and agree to these conditions of my employment, including those regarding accuracy, Confidential Information, and Company Property. I understand that violation of any of these conditions could result in corrective action, including the immediate termination of my employment. I agree that improper use or disclosure of Confidential Information or Company Property could cause irreparable harm to the Company and entitle the Company to available legal remedies, including injunctive relief.
- I acknowledge receipt of the Code of Conduct.
- I understand that I am expected to review and comply with the Appropriate Workplace Conduct policy.
- I understand that my employment with Washington Mutual is "at-will" and that both Washington Mutual and I reserve the right to terminate my employment at any time without "cause" or prior notice.

EMPLOYEE'S SIGNATURE 	PRINTED NAME RICHARD A. STARBUCK	DATE 04/02/2002
		SOCIAL SECURITY NUMBER XXX-XX-XXXX

## CHANGE IN CONTROL AGREEMENT

This Change in Control Agreement (the "Agreement") is between the Subsidiary of Washington Mutual, Inc. by which the undersigned employee is currently employed ("Washington Mutual") and the undersigned employee of Washington Mutual ("Employee"). The parties agree as follows:

1. Employment. Washington Mutual hereby employs Employee, and Employee hereby accepts employment, on the terms in this Agreement.

2. Duties. Employee shall perform such duties as Washington Mutual may from time to time direct.

3. Compensation & Benefits. Employee's compensation and benefits shall be as determined by Washington Mutual from time to time.

4. Performance of Duties. Employee agrees that during his or her employment with Washington Mutual: (a) Employee will faithfully perform the duties of such office or offices as he or she may occupy, which duties shall be such as may be assigned to him or her by Washington Mutual; (b) Employee will devote to the performance of his or her duties all such time and attention as Washington Mutual shall reasonably require, taking, however, from time to time such reasonable vacations as are consistent with his or her duties and Washington Mutual policy; and (c) Employee will not, without Washington Mutual's express consent, become actively associated with or engaged in any business or activity during the term of this Agreement other than that of Washington Mutual (excepting of course customary family and personal activities which may include management of personal investments so long as it does not entail active involvement in a business enterprise) and Employee will do nothing inconsistent with his or her duties to Washington Mutual.

5. Termination.

(a) Either Washington Mutual or Employee may terminate Employee's employment at any time in their sole discretion, with or without advance notice. Except as expressly provided in this Agreement or under any employee benefit plan maintained by the Company, upon termination of employment Washington Mutual shall have no liability to pay any further compensation or any other benefit or sum whatsoever to Employee. Notwithstanding any other provision of this Agreement, this Agreement shall terminate and no further amounts or benefits shall be payable under this Agreement if, prior to a Change in Control, Employee transfers to another Washington Mutual position, and under the Company's policies then in effect persons occupying that position or a similar position are not eligible to receive an Agreement.

(b) Upon termination of employment, Employee's rights under all employee pension plans, employee welfare benefit plans, bonus plans and stock option and restricted stock plans shall be determined under the terms of the plans and grants themselves except as otherwise specifically provided in this Agreement.

(c) If (i) Employee's employment is terminated by Washington Mutual or its successor without "cause" (as defined below) upon or within two years after a Change in Control (as defined below) or (ii) Employee resigns for "good cause" (as defined below) upon or within two years after a Change in Control and no cause for Washington Mutual to terminate exists, then:

1. Employee shall be entitled to receive, within five business days after the effective date of such termination or resignation, from Washington Mutual or its successor, a lump sum equal to one and a half times Employee's annual compensation. Notwithstanding the preceding, the amount paid to employee under this subsection (1) shall be offset by any payment received by Employee from the Company or any acquired company pursuant to: (i) a severance or change of control agreement, arrangement or plan, with the exception of any such payment received more than two years before all of the conditions of this Section 5(c) were satisfied, or (ii) The Workers Authorization Relocation and Notification Act (WARN Act).

2. all stock options held by Employee shall become immediately vested and exercisable notwithstanding any provisions in the grant of such options regarding vesting, and

3. the lapse of the restrictions on Employee's restricted stock shall automatically be accelerated; provided that the Human Resources Committee may exclude any particular grant(s) of restricted stock from the acceleration provided for in this subsection (3) in connection with making any particular grant of restricted stock.

(d) For purposes of Section 5(c), Employee's "annual compensation" shall include all items of compensation provided by Washington Mutual other than the value of equity rights granted to Employee. Employee's "annual compensation" shall include the greatest of (i) the total of Employee's salary and target bonus for the calendar year in which the termination occurs (if established before the termination), (ii) Employee's salary and actual bonus for the prior calendar year (annualized if Employee was not employed by Washington Mutual for the entire previous calendar year), or (iii) Employee's salary and actual bonus for the calendar year immediately preceding the year in which the Change in Control occurred (annualized if Employee was not employed by Washington Mutual for the entire such calendar year). Employee's "annual compensation" shall also include the amount of the contributions made or anticipated to have been made on Employee's behalf to benefit plans for the calendar year in which the termination occurs, including without limitation contributions to pension plans and plans qualified under Section 125 of the Internal Revenue Code of 1986 (cafeteria plans), provided that "annual compensation" shall not include contributions to any plans that contain provisions that provide benefits, service credit, or accelerated vesting upon a change in control.

(e) Notwithstanding the foregoing, if any payment described in Section 5(c), together with any other payments or transfers of property, would constitute a "parachute payment" under Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor statute then in effect, the aggregate payments by Washington Mutual or its successor pursuant to Section 5(c) shall be reduced to an amount that, when combined with any other payments or transfers at property taken into account under Section 280G, is one dollar less than the smallest sum that would be considered to be a "parachute" payment.

(f) For purposes of this Agreement, "Change in Control" shall mean:

1. The acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date of this Agreement), other than Washington Mutual, Inc., a Subsidiary or any employee benefit plan of Washington Mutual, Inc. or its Subsidiaries, of shares representing more than 25% of (i) the common stock of Washington Mutual, Inc., (ii) the aggregate voting power of Washington Mutual, Inc.'s voting securities or (iii) the total market value of Washington Mutual, Inc.'s voting securities;

2. During any period of 25 consecutive calendar months, a majority of the Board of Directors of Washington Mutual, Inc. (the "Board") ceasing to be composed of individuals (i) who were members of the Board on the first day of such period, (ii) whose election or nomination to the Board was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of the Board or (iii) whose election or nomination to the Board was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of the Board;

3. The good-faith determination by the Board that any Person or group (other than a Subsidiary or any employee benefit plan of Washington Mutual, Inc. or a Subsidiary) has acquired direct or indirect possession of the power to direct or cause to direct the management or policies of Washington Mutual, Inc., whether through the ability to exercise voting power, by contract or otherwise;

4. The merger, consolidation, share exchange or similar transaction between Washington Mutual, Inc. and another Person (other than a Subsidiary) other than a merger in which Washington Mutual, Inc. is the surviving corporation; or

5. The sale or transfer (in one transaction or a series of related transactions) of all or substantially all of Washington Mutual, Inc.'s assets to another Person (other than a Subsidiary) whether assisted or unassisted, voluntary or involuntary.

(g) For purposes of this Agreement:

1. "Person" shall mean any individual, corporation, company, voluntary association, partnership, limited liability company, joint venture, trust, unincorporated organization or government (or any agency, instrumentality or political subdivision thereof); and

2. "Subsidiary" shall mean a corporation that is wholly owned by Washington Mutual, Inc., either directly or through one or more corporations which are wholly owned by Washington Mutual, Inc.

3. "Related Company" shall mean any entity that is directly or indirectly controlled by the Company or any entity in which the Company has a significant equity interest, as determined by the Human Resources Committee.

(h) For purposes of this Agreement, Washington Mutual shall have "cause" to terminate Employee's employment if:

1. Employee violates Washington Mutual's policies regarding drug or alcohol use on a recurring basis,

2. Employee is convicted of a crime (other than a traffic violation) or enters into a pretrial diversion or similar program in lieu thereof, or

3. Washington Mutual determines in good faith that Employee has engaged in: (a) dishonesty or fraud, (b) destruction or theft of property of Washington Mutual, Inc. or a Subsidiary, (c) physical attack on another employee, (d) willful malfeasance or gross negligence in the performance of Employee's duties, (e) misconduct materially injurious to Washington Mutual, Inc. or a Subsidiary, or (f) willful failure to substantially perform Employee's duties after a written demand for performance.

(i) For purposes of this Agreement, "good cause" for Employee to resign shall mean the occurrence of any of the following without Employee's consent:

1. A requirement that Employee spend significant time performing duties not within Employee's competence that are materially unlike the duties that Employee was performing as of the date of the Change in Control. Other changes in Employee's duties, however, shall not constitute "good cause" for Employee to resign. By way of example, requiring that Employee perform some but not all of the duties he or she performed before the Change in Control, or assigning new responsibilities to Employee that are within Employee's competence, shall not constitute "good cause" for Employee to resign. Also, the foregoing notwithstanding, if Washington Mutual commits that it will terminate Employee's employment within two years after the Change in Control, and that Employee will be entitled to the payment and equity vesting called for under Section 5(c) above in connection with that termination (unless the termination is for "cause" as defined above), any change in duties during the period of transition shall not constitute "good cause" for Employee to resign; provided that Washington Mutual shall not have "cause" to terminate Employee's employment for any reason that arises out of any assignment to Employee of new duties that are not within Employee's competence.

2. A reduction of Employee's total pay opportunity from that in effect on the date of the Change in Control. Changes in the allocation of Employee's compensation between salary and incentive compensation, and changes to the criteria or method for determining incentive compensation amounts actually earned, shall not constitute "good cause" for Employee to resign. "Total pay opportunity" means base salary plus target incentive compensation, provided that in the case of incentive compensation for which a "target" is not defined (such as some sales commissions), the pay opportunity of the incentive component shall be the average incentive compensation of employees in the same job classification.

3. A relocation by more than 50 miles of Employee's principal place of employment as in effect on the date of the Change of Control, if the relocation increases the distance between Employee's principal residence and principal place of employment by more than 25 miles. Distances shall be measured by surface miles, using surface transportation over public streets, roads, highways and waterways, by the shortest route.

(j) For purposes of this Agreement, Employee shall be considered to have resigned for "good cause" only if Washington Mutual fails to cure within 15 days after receiving a written demand to cure that specifies the circumstances constituting "good cause." Also, Employee shall be considered to have resigned for "good cause" only if the effective date of Employee's resignation is within 60 days after the effective date of the occurrence that constitutes "good cause."

6. Death or Disability. If Employee should die or become disabled at any time during his or her employment hereunder, neither Employee nor anyone claiming by, through or under him or her shall be entitled to any further compensation or other sum under this Agreement (but shall be entitled to payments made by insurers under policies of life and disability insurance and any sums which may become available under any employee benefit plan).

7. Confidentiality. Employee agrees that information not generally known to the public to which Employee has been or will be exposed as a result of Employee's employment by Washington Mutual is confidential information that belongs to Washington Mutual. This includes information developed by Employee, alone or with others, or entrusted to Employee, or entrusted to Washington Mutual by its customers or others. Washington Mutual's confidential information includes, without limitation, information relating to Washington Mutual's trade secrets, know-how, procedures, purchasing, accounting, marketing, sales, customers, clients, employees, business strategies and acquisition strategies. Employee will hold Washington Mutual's confidential information in strict confidence and will not disclose or use it except as authorized by Washington Mutual and for Washington Mutual's benefit.

8. Possession of Materials. Employee agrees that upon conclusion of employment or request by Washington Mutual, Employee shall turn over to Washington Mutual all documents, files, office supplies and any other material or work product in Employee's possession or control that were created pursuant to or derived from Employee's services for Washington Mutual.

9. Resolution of Disputes. Any dispute arising out of or relating to this Agreement or Employee's employment (or termination of employment) shall be submitted to and resolved by final and binding arbitration as provided in the Binding Arbitration Agreement attached as Exhibit A, whether the claimant is Employee or Washington Mutual. Employee and Washington Mutual also agree to exhaust all remedies available under the Washington Mutual, Inc. Dispute Resolution Process, as in effect from time to time, before initiating arbitration; provided that Employee shall not be required to use or follow the Dispute Resolution Process before initiating arbitration of any claim that arises upon or within two years after a Change in Control. In any dispute in arbitration or court arising out of or relating to this Agreement, the losing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses.

10. Agreement Not To Solicit Personnel. In consideration for the payments and other benefits under Section 5(c) and Employee's access as an employee of the Company or a Related Company to employees, contractors and consultants of the Company and Related Companies, Employee agrees that, during Employee's employment with the Company or a Related Company, and for a period of one year following termination of employment, Employee will not in any manner, directly or indirectly, solicit, encourage, induce, or recruit any person who is then an employee, contractor, or consultant of the Company or a Related Company, and whom Employee worked with, supervised, or had access to confidential information about while employed by Company or a Related Company, to seek or accept employment or a contractual or consulting engagement with any business that competes with or provides services comparable to those provided by the Company.

11. Intellectual Property Ownership. In addition, in consideration of the payments and benefits provided under Section 5(c), Washington Mutual will own all rights to the results of Participant's work, including inventions and other intellectual property developed using Company equipment, supplies, facilities or trade secret information. It will also own all rights to the results of any other effort of Participant (outside of Participant's performance of Washington Mutual work) that relate directly to Participant's work or to the Company's business or actual or demonstrably anticipated research or development. Washington Mutual's rights extend to anything that is authored, conceived, invented, written, reduced to practice, improved or made by Participant, alone or jointly with others, during the period of Participant's employment by the Company or a Related Company. To the extent that the results of Participant's work or other effort constitute a "work made for hire" as defined under U.S. copyright law, the copyright shall belong solely to the Company. Otherwise, to the extent that such

results are legally protectable, then Participant hereby irrevocably assigns all copyrights, patent rights, and other proprietary rights therein to the Company, and no further action by Participant is required to grant ownership to Washington Mutual. Participant will assist in preparing and executing documents, and will take any other steps requested by Washington Mutual, to vest, confirm or demonstrate its ownership rights, and Participant will not at any time contest the validity of such rights. Participant understands that the termination of Participant's employment will not terminate or invalidate any of Participant's obligations, or Washington Mutual's rights, as described above.

Participant understands that the above commitments are in furtherance of the WaMu Intellectual Property Policy (a copy of which Participant has had an opportunity to review and is also found on wamu.net), which is incorporated herein but not set forth in full due to space limitations. If Participant lives or works in Washington, California, Illinois, or in any other state mentioned in the Invention Notice section of the policy, then the above assignment does not apply to inventions described in the Invention Notice for Participant's state.

12. Remedies for Certain Breaches Related to Solicitation and Intellectual Property. Should Employee breach the agreement set forth in Section 10 or 11, in addition to any other remedy available to the Company, (a) the Employee shall immediately pay to the Company any payment made pursuant to Section 5(c)(1); (b) the portion, if any, of any option that vested pursuant to Section 5(c)(2) ("Option") that remains unexercised shall terminate and cease to be exercisable; (c) for any portion of the Option already exercised, Employee shall immediately pay to the Company any difference between the fair market value of the Option shares on the date of exercise and the Exercise Price; and (d) Employee will immediately pay to the Company the fair market value of any shares of restricted stock that vested pursuant to Section 5(c)(3). The parties agree that, to the extent the restrictions set forth in Section 10, 11 and this Section 12 are found to be unenforceable in any respect, this Paragraph shall be construed to be enforceable to the maximum extent permitted by law.

13. Miscellaneous.

(a) This Agreement is the entire agreement between the parties and may not be modified or abrogated orally or by course of dealing, but only by another instrument in writing duly executed by the parties. This Agreement replaces and supersedes all prior agreements on these subjects that Employee may have with Washington Mutual, Inc., or any Subsidiary of Washington Mutual, Inc., provided, however, that this Agreement shall supplement and shall not supersede any other agreement that Employee has signed in favor of Washington Mutual or any subsidiary protecting the confidentiality of their confidential information or their interest in intellectual property. All such Agreements remain in full force and effect. Employee acknowledges that Employee shall be entitled to change in control benefits, severance benefits or other employment separation benefits only as specifically provided in this Agreement (or, to the extent applicable according to its terms, as provided in the Washington Mutual Inc. Special Severance Plan as in effect from time to time), notwithstanding the terms of any other representation, policy, severance plan, benefit plan or agreement.

(b) Notwithstanding any other provision hereof, this Agreement shall be administered in a manner consistent with the provisions of Section 409A of the Code so as to avoid Employee incurring any additional tax or penalties under Section 409A (collectively, "Penalties"). In addition, if the Company determines in good faith that any provision of this Agreement would cause Employee to incur any Penalties, the Company shall take reasonable steps to reform such provision to maintain to the maximum extent practicable the original intent of the applicable provision to avoid Employee incurring any such Penalties.

(c) This Agreement has been drafted in contemplation of and shall be construed in accordance with and governed by the law of the state of Employee's principal place of employment with Washington Mutual.

(d) Employee acknowledges that this Agreement has been drafted by counsel for Washington Mutual, and that Employee has not relied upon such counsel with respect to this Agreement.

(e) If a court or arbitrator of competent jurisdiction or governmental authority declares any term or provision hereof invalid, unenforceable or unacceptable, the remaining terms and provisions hereof shall be unimpaired and the invalid, unenforceable or unacceptable term or provision shall be replaced by a term or provision that is valid, enforceable and acceptable and that comes closest to expressing the intention of the invalid, unenforceable or unacceptable term or provision.

(f) Employee may not assign Employee's rights or delegate Employee's duties under this Agreement.

Washington Mutual may assign its rights and delegate its duties under this Agreement to Washington Mutual, Inc. or any other Subsidiary of Washington Mutual, Inc. or to any purchaser of all or substantially all of Washington Mutual's assets. The transfer of Employee's employment from Washington Mutual to any other Subsidiary of Washington Mutual, Inc. or to the purchaser of all or substantially all of the assets of Washington Mutual shall not be considered a termination of employment, but this Agreement shall run to the benefit of, and be binding upon, the new employer. In the event of a Change in Control, as defined above, this Agreement shall bind, and run to the benefit of, the successor to Washington Mutual resulting from the Change in Control.

DATED effective as of the 1st of January, 2007.

WASHINGTON MUTUAL:

WASHINGTON MUTUAL

By 

Daryl D. David  
Executive Vice President  
Corporate Human Resources

EMPLOYEE:



Rick

Starbuck