

07-08-1998



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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

MKD 6-30-98

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name BANKAMERICA CORPORATION

Execution Date  
Month Day Year  
6/5/98

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name ARBOR NATIONAL COMMERCIAL MORTGAGE, LLC

DBA/AK/A \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 333 Earle Ovington Boulevard

Address (line 2) \_\_\_\_\_

Address (line 3) Uniondale New York 11553

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other Limited Liability Company

Citizenship/State of Incorporation/Organization New York

FOR OFFICE USE ONLY

07/02/1998 JSH/BAZZ 0000093 1744027

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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REEL: 1747 FRAME: 0936

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1744027"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stephen B. Rodner  
Name of Person Signing

  
Signature

6/25/98  
Date Signed

## ASSIGNMENT OF RIGHTS IN MARKS

This assignment agreement (this "Agreement") is made and entered into effective as of June 5, 1998 ("Effective Date"), by and between BankAmerica Corporation, a Delaware corporation having a principal place of business at 555 California Street, San Francisco, California, 94104, USA ("Assignor"), and Arbor National Commercial Mortgage, LLC, a New York limited liability company having a principal place of business at 333 Earle Ovington Blvd., Uniondale, New York 11553 ("Assignee").

WHEREAS, Assignor and Arbor National Mortgage, Inc. ("ANMI") entered into that certain Assignment and Assumption Agreement dated as of February 1, 1995 (the "Assignment and Assumption Agreement"), pursuant to which ANMI assigned its entire right, title and interest in and to all of its marks, including, without limitation, the "Arbor" service marks, to Assignor; and

WHEREAS, Assignor now wishes to assign the "Arbor" service marks to Assignee;

THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Definition. For purposes of this Agreement, "Service Marks" shall mean (a) the service mark "Arbor", as reflected on the U.S. Patent and Trademark Office Principal Register under Reg. No. 1,744,027, registered December 29, 1992, (b) the Arbor logo set forth on Exhibit A, and (c) all rights, whether common law, statutory or otherwise, in and to the mark "Arbor"; each as assigned from ANMI to Assignor on February 1, 1995, pursuant to the Assignment and Assumption Agreement.

2. Assignment. Assignor hereby assigns, grants, transfers and sets over to Assignee all right, title and interest in and to the Service Marks (including all applications and registrations pertaining thereto, all renewals and extensions thereof, and the right to apply for such renewals and extensions), together with all rights, benefits and privileges pertaining thereto, all goodwill associated therewith, and all rights to causes of action or remedies related thereto (including the right to sue for past infringement or violation of rights associated with the foregoing), and any and all other rights and interests arising out of, in connection with, or in relation to the Service Marks.

3. Payment. In consideration of the assignment granted herein, Assignee shall pay to Assignor Twenty-Five Thousand Dollars (US\$25,000), payable upon the execution of this Agreement.

4. Further Assurance. Assignor agrees to execute such additional documents, complete such other formalities and extend such other cooperation as may reasonably be requested or required by Assignee to perfect the recordation of this assignment or a

counterpart hereof in the national trademark offices or other appropriate offices, or otherwise to effectuate the assignment purported to be granted by this Agreement.

5. Additional Covenant. Assignee agrees that it will not attempt to participate in, or interfere with the participation of Assignor, in the "Global Releaf" program and any related (directly or indirectly) sales, marketing and promotional programs, and that it will not commence or participate in any program that involves the giving or planting of trees in connection with the making of a loan.

6. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, representations, discussions, understandings, negotiations, and agreements. This Agreement shall not be amended except by a written agreement subsequent to the Effective Date and signed on behalf to he parties by their respective authorized representatives.

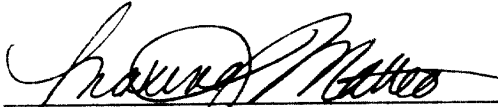
IN WITNESS WHEREOF, each of the undersigned represents and warrants that he or she is duly authorized to sign this Agreement on behalf of the party that he or she represents. Each party has read, understands and agrees to the terms and conditions of this Agreement, and the parties hereto have executed this Agreement as of the Effective Date.

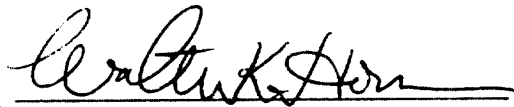
ASSIGNOR:

ASSIGNEE:

BANKAMERICA CORPORATION

ARBOR NATIONAL COMMERCIAL MORTGAGE, LLC

  
Name (Signature)

  
Name (Signature)

Maxine Matteo  
Name (Print)

WALTER K. HORN  
Name (Print)

Senior V.P., National Sales Manager  
Title

SR. VICE PRESIDENT, SECRETARY  
Title