



100933314

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

UAD 12/30/98

1. Name of conveying party(ies):

United Banks of Colorado, Inc.

- Individual
- General Partnership
- Corporation-State Colorado
- Other \_\_\_\_\_

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: Norwest Corporation  
 Internal Address: \_\_\_\_\_  
 Street Address: Sixth Street and Marquette Avenue  
 City: Minneapolis State: MN ZIP: 55479-1026

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: April 19, 1991

4. Application number(s) or patent number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s)  
1,232,191  
1,268,188

Additional numbers attached?  Yes  No

5. Names and address of party to whom correspondence Concerning document should be mailed:

Name: Carrie A. Hefte  
 Internal Address: Wells Fargo & Company Law  
Department, 1700 Norwest Center  
 Street Address: Sixth Street and Marquette Avenue  
 City: Minneapolis State: MN ZIP: 55479-1026

6. Total number of applications and registrations involved:.....2

7. Total fee (37 CFR 3.41)..... \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

01/04/1999 DNGUYEN 00000103 1232191

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

DO NOT USE THIS SPACE

9. 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.

Carrie A. Hefte - Assistant Vice President/  
 Senior Counsel, Wells Fargo & Company  
 Name and Title of Person Signing

Signature

12/21/98  
 Date

Total number of pages including cover sheet, attachments and document: 10

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

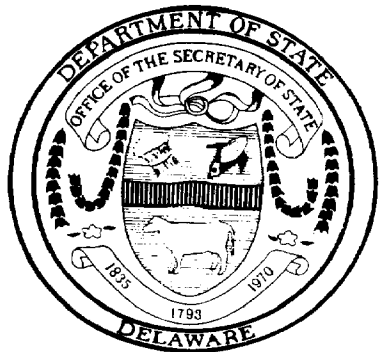


Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER OF "UNITED BANKS OF COLORADO, INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF COLORADO, MERGING WITH AND INTO "NORWEST CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE UNDER THE NAME OF "NORWEST CORPORATION" AS RECEIVED AND FILED IN THIS OFFICE THE NINETEENTH DAY OF APRIL, A.D. 1991, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY LAWS OF THE STATE OF DELAWARE.

\* \* \* \* \*



721109152

*Michael Harkins*  
Michael Harkins, Secretary of State

AUTHENTICATION: \*3024866

DATE: 04/22/1991

CERTIFICATE OF  
AGREEMENT AND PLAN OF MERGER  
Between  
NORWEST CORPORATION  
a Delaware corporation  
(the surviving corporation)  
AND  
UNITED BANKS OF COLORADO, INC.  
a Colorado corporation  
(the merged corporation)

This Agreement and Plan of Merger dated as of April 19, 1991 between NORWEST CORPORATION, a Delaware corporation (hereinafter sometimes called "Norwest" and sometimes called the "surviving corporation") and UNITED BANKS OF COLORADO, INC., a Colorado corporation (hereinafter sometimes called "United") (said corporations being hereinafter sometimes together called the "constituent corporations"); and

WHEREAS, Norwest was incorporated by a Certificate of Incorporation filed in the office of the Secretary of State of the State of Delaware on January 24, 1929 and said corporation is now a corporation subject to and governed by the provisions of the Delaware General Corporation Law, with an authorized capital stock of (i) 5,000,000 shares of Preferred Stock, without par value, of which no shares were outstanding as of June 30, 1990, and (ii) 300,000,000 shares of common stock, par value \$1-2/3 per share ("Norwest Common Stock"), of which 102,620,232 shares were outstanding and 94,157 shares were held in the treasury as of June 30, 1990; and

WHEREAS, United was incorporated by Articles of Incorporation filed in the office of the Secretary of State of the State of Colorado on May 17, 1962, and said corporation is now a corporation subject to and governed by the provisions of the Colorado Corporation Code, with an authorized capital stock of (i) 4,000,000 shares of Preferred Stock, par value \$10 per share, of which 600,000 shares were outstanding as of June 30, 1990, and (ii) 30,000,000 shares of Common Stock, par value \$2.50 per share ("United Common Stock"), of which 15,371,918 shares were outstanding and no shares were held in the treasury as of June 30, 1990; and

WHEREAS, United and Norwest are parties to an Agreement and Plan of Reorganization dated as of July 25, 1990

(the "Reorganization Agreement"), setting forth certain representations, warranties and covenants in connection with the merger provided for herein; and

WHEREAS, the directors, or a majority of them, of each of the constituent corporations respectively deem it advisable for the welfare and advantage of said corporations and for the best interests of the respective shareholders of said corporations that said corporations merge and that United be merged with and into Norwest, with Norwest continuing as the surviving corporation, on the terms and conditions hereinafter set forth in accordance with the provisions of the Colorado Corporation Code and the Delaware General Corporation Law;

NOW, THEREFORE, the parties hereto, subject to the approval of the shareholders of United, in consideration of the premises and of the mutual covenants and agreements contained herein and of the benefits to accrue to the parties hereto, have agreed and do hereby agree that United shall be merged with and into Norwest pursuant to the laws of the States of Colorado and Delaware, and do hereby agree upon, prescribe and set forth the terms and conditions of the merger of United with and into Norwest, the mode of carrying said merger into effect, the manner and basis of converting the shares of United Common Stock into shares of Norwest Common Stock, and such other provisions with respect to said merger as are deemed necessary or desirable, as follows:

FIRST: At the time of merger United shall be merged with and into Norwest, one of the constituent corporations, which shall be the surviving corporation, and the separate existence of United shall cease and the name of the surviving corporation shall continue to be Norwest Corporation.

SECOND: The Certificate of Incorporation of Norwest at the time of merger shall be and remain the Certificate of Incorporation of the surviving corporation until amended according to law.

THIRD: The By-Laws of Norwest at the time of merger shall be and remain the By-Laws of the surviving corporation until amended according to the provisions of the Certificate of Incorporation of the surviving corporation or of said By-Laws.

FOURTH: The directors of Norwest at the time of merger shall be and remain the directors of the surviving corporation and shall hold office from the time of merger until their respective successors are elected and qualified.

FIFTH: The officers of Norwest at the time of merger shall be and remain the officers of the surviving corporation and shall hold office from the time of merger until their respective successors are elected or appointed and qualified.

SIXTH: The manner and basis of converting the outstanding capital stock of United into shares of capital stock of the surviving corporation or cash shall be as follows:

1. Each of the shares of United Common Stock outstanding immediately prior to the time of merger (other than shares as to which statutory dissenters' rights have been exercised) shall at the time of merger, by virtue of the merger and without any action on the part of the holder or holders thereof, be converted into and exchanged for 1.22 shares of Norwest Common Stock.

2. As soon as practicable after the merger becomes effective, each holder of a certificate for shares of United Common Stock outstanding immediately prior to the time of merger shall be entitled, upon surrender of such certificate for cancellation to Norwest Bank Minnesota, National Association, as the designated agent of the surviving corporation (hereinafter called the "Agent"), to receive a new certificate for the number of whole shares of Norwest Common Stock to which such holder shall be entitled on the basis above set forth, and until so surrendered each certificate which, immediately prior to the time of merger, represented shares of United Common Stock shall not be transferable on the books of the surviving corporation but shall be deemed (except for the payment of dividends as provided below) to evidence ownership of the number of whole shares of Norwest Common Stock into which such shares of United Common Stock have been converted on the basis above set forth; provided, however, that, until the holder of such certificate shall have surrendered the same for exchange as above set forth, no dividend payable to holders of record of Norwest Common Stock as of any date subsequent to the effective date of merger shall be paid to such holder with respect to the Norwest Common Stock represented by such certificate, but, upon surrender and exchange thereof as herein provided, there shall be paid by the surviving corporation or the Agent to the record holder of such certificate for Norwest Common Stock issued in exchange therefor an amount with

respect to such shares of Norwest Common Stock equal to all dividends that shall have been paid or become payable to holders of record of Norwest Common Stock between the effective date of merger and the date of such exchange.

3. No fractional shares of Norwest Common Stock and no certificates or scrip certificates therefor shall be issued to represent any such fractional interest, and any holder thereof shall be paid an amount of cash equal to the product obtained by multiplying the fractional share interest to which such holder is entitled by the average of the closing price of a share of Norwest Common Stock as reported by the consolidated tape of the New York Stock Exchange for the five (5) trading days immediately preceding the Closing Date (as defined in the Reorganization Agreement).

4. Each share of Norwest Common Stock or Norwest Preferred Stock issued and outstanding at the time of merger shall continue as an outstanding share of Norwest after the time of merger.

5. Each share of Norwest Common Stock held in the treasury of Norwest at the time of merger shall continue as a treasury share of Norwest after the time of merger.

6. Each share of United Preferred Stock issued and outstanding at the time of the merger shall be converted into the right to receive \$51.50 in cash, plus an amount equal to all accrued and unpaid dividends thereon.

SEVENTH: The merger provided for by this Agreement shall be effective as follows:

1. The effective date of merger shall be the date on which this Agreement or the Certificate of Merger (as described in paragraph 2(c) of this Article Seventh) shall be delivered to and filed by the Secretary of State of the State of Delaware.

2. The merger shall become effective as of 11:59 p.m. (the "time of merger") on the date on which all of the following actions shall have been taken in the following order:

(a) this Agreement shall be approved and adopted on behalf of United and Norwest in accordance with the Colorado Corporation Code and the Delaware General Corporation Law;

(b) articles of merger (with this Agreement attached as part thereof) with respect to the merger, setting forth the information required by the Colorado Corporation Code, shall be executed by the President or a Vice President of United and by the Secretary or an Assistant Secretary of United, and by the President or a Vice President of Norwest and by the Secretary or an Assistant Secretary of Norwest, and shall be filed by the Secretary of State of the State of Colorado in accordance with the Colorado Corporation Code; and

(c) This Agreement or a Certificate of Merger with respect to the merger setting forth the information required by the Delaware General Corporation Law shall be executed by the Chairman or the President or a Vice President of Norwest and attested by the Secretary or an Assistant Secretary of Norwest and certified and acknowledged in accordance with the Delaware General Corporation Law, and shall be filed in the office of the Secretary of State of the State of Delaware in accordance with the Delaware General Corporation Law.

EIGHTH: At the time of merger:

1. The separate existence of United shall cease, and the corporate existence and identity of Norwest shall continue as the surviving corporation.

2. The merger shall have the other effects prescribed by Section 7-7-105 of the Colorado Corporation Code, except insofar as the laws of the State of Delaware provide otherwise.

NINTH: The following provisions shall apply with respect to the merger provided for by this Agreement:

1. Norwest shall (a) file with the Secretary of State of the State of Colorado an agreement that it may be served with process in the State of Colorado in any proceeding for the enforcement of any obligation of United and in any proceeding for the enforcement of the rights of a dissenting shareholder of United against Norwest, together with an irrevocable appointment of said Secretary of State as Norwest's agent to accept service of process in any such proceeding with a complete address to which the service of process in any such proceeding shall be mailed and (b) file with said Secretary of State an agreement that it will promptly pay to the dissenting

shareholders of United the amount, if any, to which such dissenting shareholders shall be entitled under the provisions of the Colorado Corporation Code with respect to the rights of dissenting shareholders.

2. The registered office of Norwest in the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware, and the name of the registered agent of Norwest at such address is The Corporation Trust Company.

3. If at any time Norwest shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm in Norwest the title to any property or rights of United acquired or to be acquired as a result of the merger provided for herein, the proper officers and directors of Norwest and United may execute and deliver such deeds, assignments and assurances in law and take such other action as may be necessary or proper to vest, perfect or confirm title to such property or right in Norwest and otherwise carry out the purposes of this Agreement.

4. For the convenience of the parties and to facilitate the filing of this Agreement, any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

5. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware, except insofar as the laws of the State of Colorado shall mandatorily apply to the merger provided for herein.

6. This Agreement cannot be altered or amended except pursuant to an instrument in writing signed by both of the parties hereto.

7. At any time prior to the delivery of articles of merger to the Secretary of State of the State of Colorado and the filing of this Agreement or a Certificate of Merger with the Secretary of State of the State of Delaware, subject to the provisions of the Reorganization Agreement, this Agreement may be terminated upon approval by the Boards of Directors of either of the constituent corporations notwithstanding the approval of the shareholders of either constituent corporation.



8. The undersigned secretary of Norwest hereby certifies that this Agreement has been adopted pursuant to subsection 251(f) of the Delaware General Corporation Law and that, as of the date hereof, the outstanding shares of Norwest are such as to render said subsection applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be signed in their respective corporate names by the undersigned officers and their respective corporate seals to be affixed hereto, pursuant to authority duly given by their respective Boards of Directors, all as of the day and year first above written.

UNITED BANKS OF COLORADO, INC.

NORWEST CORPORATION

By: N. Berne Hart  
N. Berne Hart, Chairman and  
Chief Executive Officer

By: Stanley S. Stroup  
Stanley S. Stroup, Senior Vice  
President

By: Charles R. Hazelrigg  
Charles R. Hazelrigg,  
President

(Corporate Seal)

(Corporate Seal)

Attest:

Attest:

William J. Rundorff  
William J. Rundorff, Secretary

Laurel A. Holschuh  
Laurel A. Holschuh, Asst. Secretary

CERTIFICATION REGARDING NORWEST CORPORATION

The undersigned, Assistant Secretary of Norwest Corporation, hereby certifies pursuant to Section 251(f) of the Delaware General Corporation Law that this Agreement and Plan of Merger was adopted on behalf of Norwest Corporation, as the surviving corporation in the merger referred to in the foregoing Agreement, by the Board of Directors of Norwest Corporation without any vote of its stockholders pursuant to said Section 251(f) and that, as of the date of this certificate, the outstanding shares of Norwest Corporation were such as to render said Section 251(f) applicable.

Dated as of April 19, 1991



Laurel A. Holschuh,  
Assistant Secretary

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