U.S. DEPARTMENT OF COMMERCE EET 10-13-1999 FORM PTO-1584 Patent and Trademark Office 1-11-42 10.4.99 Tab settings ⇒ ⇒ ⇒ ▼ 101167692 ached original documents or copy thereof. To the Honorable Commissioner of Pate 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: United Bank The George Mason Bank Internal Address: 10-04-1999 U.S. Patent & TMOfc/TM Mail Rcpt Dt. #26 Street Address: 2071 Chain Bridge Road Association ☐ Individual(s) State: VA ZIP: 22182 Vienna Limited Partnership ☐ General Partnership Corporation-State Virginia ☐ Individual(s) citizenship... ☐ Other □ Association _ ☐ General Partnership_ ☐ Limited Partnership... 3. Nature of conveyance: Corporation-State Virginia ☐ Other_ Merger ☐ Assignment If assigned is not comiciled in the United States, a domestic representative Change of Name ☐ Security Agreement ☐Yes ₹ Ø No designation is attached: ☐ Other _ (Designations must be a separate document from Assignment) Additional name(s) & address(ss) attached? Execution Date: March 26, 1998 Application number(s) or registration number(s): B. Trademark registration No.(s) A. Trademark Application No.(s) Reg. No. 1,575,507 Reg. No. 1,573,813 Serial No. 75/313,158 Reg. No. 2,100,326 Reg. No. 1,191,826 Reg. No. 1,954,783 Additional numbers attached? Tyes 🕺 No 6. Total number of applications and 5. Name and address of party to whom correspondence registrations involved: concerning document should be mailed: Cleary & Komen, LLP Name: 7. Total fee (37 CFR 3.41):_____\$ \$\\$165.00 Internal Address: Attn: Scott J. Major ☐ Enclosed Ex Authorized to be charged to deposit account Street Address: 600 Pennsylvania Avenue, S.E. 8. Deposit account number: 02 - 4500Suite 200 (Attach duplicate copy of this page if paying by deposit account) City: Washington, D.C. ZIP: 20003 State: DO NOT USE THIS SPACE 0/13/1999 DHGUYEN 00000110 024500 75313158 40.00 CH 125.00 CH FC:481 02 FC:482 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. September 29. 1999 Scott J. Major Name of Person Signing 12 Total number of pages comprising cover sheet:

OMS No. 0661-0011 (esta. 4/94)

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ARTICLES AND PLAN OF MERGER

MERGER OF UNITED BANK A VIRGINIA CORPORATION INTO THE GEORGE MASON BANK A VIRGINIA CORPORATION

The undersigned corporations, in accordance with Virginia Code Title 13.1, Chapter 9, Article 12, hereby make, adopt and file the following Articles of Plan of Merger:

ARTICLE L AGREEMENT OF MERGER.

The perties hereby agree to effect this Merger.

ARTICLE IL PARTIES TO MERGER

The parties to these Articles and Plan of Merger are (1) United Bank, a Virginia corporation, and (2) The George Mason Bank, a Virginia corporation.

ARTICLE IIL SURVIVING CORPORATION

The corporation to survive the Merger is The George Mason Hank, a Virginia corporation.

ARTICLE IV. NAME OF THE SURVIVING CORPORATION

The name of the surviving corporation will be changed at the time of the marger to "United Bank."

ARTICLE V. STOCK OF UNITED BANK

The authorized stock for United Bank will be 343,000 shares, with a par value of \$10.00 per share.

PRINCIPAL OFFICES OF PARTIES TO MERGER ARTICLES VI.

The principal office of the Survivor, under the name of United Bank, shall be 11185 Main Street, Pairfax, Virginia.

ARTICLE VII. EFFECTIVE TIME OF MERGER

The merger shall be effective as of April 17, 1998, at ___

ARTICLE VIIL SHAREHOLDERS CONSENT

The plan of merger was submitted to the sole shareholder of each corporation and was adopted by unanimous consent of the sole shareholder of each.

The designation, number of outstanding theres, and attribut of votes emitted to be cast by each voting group entitled to vote separately on the plan of merger were;

Company	Designation	No. Of Outstanding Shares	No. of Votes
The George Muson Bank	Common	142,973	142,973
United Bank		400,000	400,000

The total number of votes cast for and against the plan by each voting group entitled to vote separately on the plan were:

Company	Voting Group	Total No. Of Votes Cast POR the Plan	Total No. of Votes Cast AGAINST the Plan
The George Mason Bank	Common	142,973	0
United Bank	Common	400,000	0

AGREEMENT AND PLAN OF MERGER

See anached Exhibit A, incorporated herein by reference.

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ARTICLE V.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and scknowledged duplicane originals of these Articles and Plan of Merger:

UNITED BANK

President

Dated:

March 36 1998

Daned:

March 81, 1998

President

Dated:

Dated:

March 26 1998

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STATE OF VIRGINIA	•
COUNTY OF	
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above, do beraty catif	the R. Service and Country public in and for said State and Country that themes E. Williams, President of United Bank, a Vinginia corporation, or
pepart of the corporation	t, being first duly aworn, upon his outh, says that he has tend and knows the consent
of the foregoing Article	s and Plan of Marger, and upon his out says that the facts and allogations therein
columned git inn sing e	current to the best of his knowledge and belief.
Taken,	subscribed and swarn to before me this 24th day of Masch, 1998.
. Му Сы	September 30, 200) Sector R. Australia Notary Public
	$\mathcal{O}_{\mathcal{O}}$
	Judy R. Gerra
[SEAL]	Notary Public
Δ	
STATE OF VIRGINIA	
COUNTY OF THE	Le wit: A R. Special a notary public in and for said State and County that Hally March Secretary of United Bank, a Virginia corporation.
L Jud	a notary public in and for said State and County
above, do hereby contify	the Hally Mark. Secretary of United Bank, a Virginia corporation.
or parent or me corbots	rion, parify rise only eworn, upon his only, says that he has read and knows the
contains of the totalional	Articles and Plan of Merger, and upon his cath says that the facts and allegations and correct to the best of his knowledge and belief.
meteriti committeed ato min	, and tolerant in the occurrent men wanted the control.
	ubscribed and swom to before me this 24ff, day of March, 1998.
My Com	Jude A Alreia Notary Public
•	a de de de la companya della company
[SPAL]	Vanna Della
[SEAT]	Promity Filblic
STATE OF UTDOMA	
COUNTY OF FEEL S	L m-wit:
STATE OF VIRGINIA. COUNTY OF FELL S I. June above, do hereby contry the	, A e :
I. Jua	Ay R. Seesuo , a novery public in and for said State and County at Ecuaco H. Charles President of The George Mason Bank a Virginia
shove, do heraby certify the	the corporation, being first Suly sworn, upon his cath, says that he has read and
corporation, or occurrence	one confirmment being the anny emony about the cultiversity continue cultivities.

Taken, subscribed and swom to before me this 2 day of March, 1998.

knows the contents of the foregoing Articles and Plan of Merger, and upon his each says that the facts and

allegations therein contained are true and contact to the best of his knowledge and brillet.

My Commission expires Section

[SEAL]

Notary Public

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STATE OF VIRGINIA,
COUNTY OF JANE OF BOWIE

L. Sucket State and County above, do hereby certify that <u>Levid Verlands</u>, a notary public in and for said State and County above, do hereby certify that <u>Levid Verlands</u>, Secretary of The George Mason Bank a Virginia comporation, on behalf of the corporation, being first chily sween, upon his cash, says that he has read and knows the contents of the foregoing Articles and Plan of Marger, and upon his cash says that the facts and allegations therein contained are one and correct to the best of his knowledge and hellef.

Taken, subscribed and swom to before me this day of March, 1998.

My Commission expires Washington 20 200

[SEAL]

THIS DOCUMENT WAS PREPARED BY:
Deborah A. Sink, Esquire
BOWLES RICE MCDAVID GRAFF & LOVE, P.L.L.C.
600 Quartier Street
Post Office Box 1386
Charleston, West Virginia 25325-1386
(304) 347-1100
CES-150239

+20288Z0354

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EXHIBIT A

AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER

This Amended and Restated Agreement and Plan of Marger ("Marger Agreement") dated as of March 13, 1998, by and between United Bank ("UB") and George Mason Bank ("GMB") hereby amends the Agreement and Plan of Marger, dated as of December 10, 1997, by and between UB and GMB.

WITNESSETH

WHEREAS, UB is a Virginia state-chartered bank and a wholly-corned subsidiary of United Bankshares, Inc. (the "Acquiror") with authorized capital stock equal to \$2,000,000, divided into 400,000 shares of common stock, per value \$5.00 per share, all of which are issued and outstanding, resulting in a capital account of \$2,000,000, surplus of \$54,006,383, and remined earnings of \$709,347 as of September 30, 1997; and

WHEREAS, GMB is a Virginia state-characted bank and a wholly-owned subsidiary of George Mason Bankshares, Inc. (the "Company") with authorized capital stock equal to 200,000 shares of common stock per value \$10.00 per there, of which 142,973 are issued and outmending, resulting in a capital account of \$1,429,730, surplus of \$20,885,735, and retained earnings of \$44,769,920, as of September 30, 1997; and

WHEREAS, the Acquiror and the Company have entered into an Agreement and Plan of Merger dated as of September 10, 1997, as amended and restated in the Amended and Restated Agreement and Plan of Merger, dated as of December 10, 1997 (the "Agreement"), pursuant to which the Company will merge with a subaidiary of Acquiror, with Company surviving the merger (the "Holding Company Merger") and, as a result, the Acquiror shall be the sole holder of all of the outstanding capital stock of the second-tier survivor of the Holding Company Merger, which will in turn be the sole holder of all of the outstanding capital stock of GMB; and

WHEREAS, UB and GMB desire to merge on the terms and conditions herein provided following the effective time of the Holding Company Merger;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Marger. Subject to the terms and conditions of this Merger Agreement, at the Effective Time (as defined in Section 2 hereof), UB shall merge with and into GMB (the "Merger") under the laws of the Commonwealth of Virginia. GMS shall be the survivor of the Merger and its name shall be changed to "United Bank" (the "Surviving Bank").

BCV BY:S F & T WASH D.C.

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- Effective Time. The Merger shall become effective appn the issuance of Articles of Merger by the State Corporation Commission. The time that the Merger shall become effective is hereinafter referred to as the "Effective Time."
- Articles; Bylaws. The Articles of Incorporation and Bylaws of GMB in effect immediately prior to the Effective Time shall be the Aztleles of Incorporation and Bylaws of the Surviving Bank, totil altered, amended or repealed in accordance with their terms and applicable law.
- Name; Offices. The name of the Surviving Bank shall be "United Bank." The main office of the Surviving Bank shall be 11185 Main Street, Patriax, Virginia. All branch offices of UB and GMB which were in lawful operation immediately before the Effective Time or whose establishment has been approved before the Merger shall be the branch offices of the Surviving Bank upon consummation of the Merger, subject to the opening or closing of any offices which may be authorized by the Surviving Bank and applicable regulatory authorities after the date hereof. The location of the main office and the branch offices of the Surviving Bank which are anticipated to be open immediately following consummation of the Merger are set forth on Schedule A bereto.
- Effects of the Merger. Upon consummation of the Merger, the corporate existence of UB shall be merged with and into and continued in the Surviving Bank in accordance with Virginia law. All rights, franchises, and interests of UB and GMB in and to every type of property (real, personal and mixed) and choses in action shall be transferred to and vested in the Surviving Bank by virtue of the Merger without any deed or other transfer. The Surviving Bank shall be responsible for all of the liabilities of every kind and description of each of UB and GMB existing as of the Effective Time. The Surviving Bank will have authorized capital stock equal to \$3,430,000, divided into 343,000 shares of common stock, per value \$10.00 per share, and at the Effective Time, the Surviving Bank shall have a surplus and reserve for operations of not less than \$121,985,000, which when combined with the capital and surplus will be equal to the combined capital squotures of UB and GMB as adjusted for earnings and expenses between September 30, 1997 and the Effective Time.
- Additional Actions. If, at any time after the Effective Time, the Surviving Bank shall consider that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm, of records or otherwise, in the Surviving Bank its rights, ritle or interest in, to or under any of the rights, properties or assets of GMB acquired or to be acquired by the Surviving Bank as a result of, or in connection with, the Merger or (ii) otherwise carry out the purposes of this Merger Agreement. UB and its proper officers and directors shall be desired to have granted to the Surviving Bank an irrevocable power of ampriesy to execute and deliver all such proper deads, assignments and assurances in law and to do all acts necessary or proper to invest, perfect or confirm title to and possession of such rights, properties or assett in the Surviving Bank and otherwise to carry out the purposes of this Merger Agreement, and the proper

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officers and directors of the Surviving Bank are fully authorized in the name of UB or otherwise to take any and all such action.

7. Effect on Shares of Stock.

- The shares of GMB common stock outstanding immediately prior to the Effective Time shall remain ourstanding after the Effective Time without any change therein.
- Prior to the Effective Time but after the Holding Company Merger, the Acquirer shall have transferred all of the issued and outstanding shares of UB common stock it owns to the survivor of the Holding Company Merger. At the Effective Time, each share of UB common stock issued and outstanding prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled. Any shares of UB common stock or any other class or series of stock of UB held in treasury of UB immediately prior to the Effective Time shall be retired and cancelled, and no shares of capital stock of UB shall be issuable or exchangeable with respect thereto.
- Directors of the Surviving Bank. The directors of the Surviving Bank shall be selected from among the current members of the boards of directors of UB and OMB.
- Counterparts. This Merger Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one agreement.
- Governing Law. This Marger Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the Commonwealth of Virginia.
- Amendment. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented only by written agreement of GMB and UB at any time prior to the Effective Time.
- Walver. Any of the terms or conditions of this Merger Agreement may be waived at any time whichever of the parties hereto is, or the stockholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party.
- Assignment. This Merger Agreement may not be assigned by any party hereto without the prior written consent of the other party.
- Termination. This Merger Agreement shall terminate upon the termination of the Agreement in accordance with its terms.

- Procurement of Approvals. This Marger Agreement shall be submitted to the shareholders of UB and GMB for adoption in accordance with the applicable provisions of law and their respective Articles of Incorporation and Bylaws. UB and GMB shall proceed expeditiously and cooperate fully in the procurement of any other consents and approvals and in the taking of any other action, and the satisfaction of all other requirements prescribed by law or otherwise necessary for consummation of the Merger on the terms provided, including, without being limited to, the proparation of submission of applications to the appropriate state and federal regulators.
- Conditions Procedent. The obligations of the parties under this Marger Agreement shall be subject to: (i) the approval, ratification and confirmation of this Merger Agreement by the shareholders of UB and GMB; (ii) receipt of approval of the Merger from all government and banking authorities whose approval is required; and (iii) the consummation of the Holding Company Merger pursuant to the Agreement on or before the Effective Time.

IN WITNESS WHEREOF, each of UB and GMB has caused this Merger Agreement to be executed on its behalf by its duly authorized officers as of the date first above Willen.

Allest!

UNITED BANK

Attest:

GEORGE MASON BANK

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SCHEDULE A

Main Office and Branches

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UNITED BANK POST-MERGER OFFICE LISTING

Main Office:

11185 Main Street

Fairfax, Fairfax County, VA 22030

Fairfax #1 (783) 219 4815

Branches:

3801 Wilson Boolevard

Artington, Arlington County, VA 22203

Adiation Office (703) 841-8700

2071 Chain Brides Rusc

Viscens, Fuirfax County, VA 22182

Tyeons Office (703) 917-1400

8669 Sudey Road

Managem, City of Managem, Prince William County, VA 22110 Managass (Canterbury)

(703) 331-0607

10855 Lee Highway Fairfox, City of Fairfax, Fairfax County, VA 22030 Fairfax Office (703) 385-4400

6402 Williamsburg Boulevard

Artington, Artington County, VA 22207

Arington #9 (703) 536-0441

7626 Old Georgetown Road

Bothesda, Montgomery County, MD 20814

Bethesda #104 (301) 654-2333

4501 Daly Drive

Chantilly, Fairfax County, VA 20151

Chambilly #3 (703) 802-8800

13060 Fair Lakes Boulevard

Fairfax, Fairfax County, VA 22033

Fair Lakes #12 (703) 502-1800

1667 K Street NW

Washington, D.C. 20006

K Street #101 (202) 293-6222

5335 Lee Highway

Arlington, Arlington Coursy, VA 22207

Lec Harrison \$15 (703) 533-5800

531-A East Market Spect

Lessburg, Loudous County, VA 20176

Leesburg #17 (703) 779-3531

21036 Triplesever Road

Serling, Londown County, VA 20165

Loudoon #11 (703) 404-2500

1320 Old Chain Bridge Road

McLean, Fairfax County, VA 22101

McLean #6

9872 Liberia Avenue

Manassas, Prince William County, VA 20110

(301) 356-2265

(703) 257-1744

Prince William #13

1801 Reston Parlowsy

Reston, Fairfax County, VA 20190

Ragion #8

(703) 834-1053

12101 Reciville Pike

Rockville, Managemery County, MD 20854

Rockville \$105 (301) 984-2980

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UNITED BANK POST-MERGER OFFICE LISTING

2300 9th Saver South

Arlington, Artington County, VA 22203

4900 Massachusens Avenue, NW Washington, D.C. 20016

7787 Lessburg Piles Palls Church, Fairfex County, VA 22043

4400 University Drive, Room 113
Fairfax, Fairfax County, VA 22030

226 Maple Avenue, West Vicana, Fairfex County, VA 22180

3289 Woodburn Riad Amandale, February, VA 22003 South Arlington #16 . (703) 271-4400

Spring Valley #103 (202) 686-3600

Tytons Conter #7 (703) 734-J213

University #2 (703) 993-9090

Victor #5 (703) 242-0732

Woodburn #4 (703) 573-5380