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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):

The George Mason Bank

10-04-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #26



- Individual(s)
- General Partnership
- Corporation-State Virginia
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: March 26, 1998

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

Name: United Bank

Internal Address:

Street Address: 2071 Chain Bridge Road

City: Vienna State: VA ZIP: 22182

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Virginia
- 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

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

A. Trademark Application No.(s)

Serial No. 75/313,158

B. Trademark registration No.(s)

Reg. No. 1,575,507 Reg. No. 1,573,813  
 Reg. No. 2,100,326 Reg. No. 1,191,826  
 Reg. No. 1,954,783

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cleary & Komen, LLP

Internal Address: Attn: Scott J. Major

Street Address: 600 Pennsylvania Avenue, S.E.

Suite 200

City: Washington, D.C. State: ZIP: 20003

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41): \$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

02-4500

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

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01 FC:481 40.00 CH  
02 FC:482 125.00 CH

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.

Scott J. Major  
Name of Person Signing

September 29, 1999

Date

Total number of pages comprising cover sheet:

12

**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 I. AGREEMENT OF MERGER.**

The parties hereby agree to effect this Merger.

**ARTICLE II. 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 III. SURVIVING CORPORATION**

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

**ARTICLE IV. NAME OF THE SURVIVING CORPORATION**

The name of the surviving corporation will be changed at the time of the merger 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.

**ARTICLES VI. PRINCIPAL OFFICES OF PARTIES TO MERGER**

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

**ARTICLE VII. EFFECTIVE TIME OF MERGER**

The merger shall be effective as of April 17, 1998, at \_\_\_\_\_.

**ARTICLE VIII. 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 shares, and number of votes entitled to be cast by each voting group entitled to vote separately on the plan of merger were:

<u>Company</u>	<u>Designation</u>	<u>No. Of Outstanding Shares</u>	<u>No. of Votes</u>
The George Mason Bank	Common	142,973	142,973
United Bank	Common	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:

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

**ARTICLE V. AGREEMENT AND PLAN OF MERGER**

See attached Exhibit A, incorporated herein by reference.



STATE OF VIRGINIA  
COUNTY OF Fairfax to-wit:

I, Judy R. Scirio, a notary public in and for said State and County above, do hereby certify that James E. Williams, President of United Bank, a Virginia corporation, on behalf of the corporation, being first duly sworn, upon his oath, says that he has read and knows the contents of the foregoing Articles and Plan of Merger, and upon his oath says that the facts and allegations therein contained are true and correct to the best of his knowledge and belief.

Taken, subscribed and sworn to before me this 26<sup>th</sup> day of March, 1998.

My Commission expires September 30, 2001

Judy R. Scirio  
Notary Public

[SEAL]

STATE OF VIRGINIA  
COUNTY OF Fairfax to-wit:

I, Judy R. Scirio, a notary public in and for said State and County above, do hereby certify that Wally Marsh, Secretary of United Bank, a Virginia corporation, on behalf of the corporation, being first duly sworn, upon his oath, says that he has read and knows the contents of the foregoing Articles and Plan of Merger, and upon his oath says that the facts and allegations therein contained are true and correct to the best of his knowledge and belief.

Taken, subscribed and sworn to before me this 26<sup>th</sup> day of March, 1998.

My Commission expires September 30, 2001

Judy R. Scirio  
Notary Public

[SEAL]

STATE OF VIRGINIA  
COUNTY OF Fairfax to-wit:

I, Judy R. Scirio, a notary public in and for said State and County above, do hereby certify that Benno H. Chubbuck, President of The George Mason Bank a Virginia corporation, on behalf of the corporation, being first duly sworn, upon his oath, says that he has read and knows the contents of the foregoing Articles and Plan of Merger, and upon his oath says that the facts and allegations therein contained are true and correct to the best of his knowledge and belief.

Taken, subscribed and sworn to before me this 26<sup>th</sup> day of March, 1998.

My Commission expires September 30, 2001

Judy R. Scirio  
Notary Public

[SEAL]

STATE OF VIRGINIA,  
COUNTY OF Fauquier to-wit:

I, Judy R. Serino, a notary public in and for said State and County above, do hereby certify that Leino Velte, Secretary of The George Mason Bank a Virginia corporation, on behalf of the corporation, being first duly sworn, upon his oath, says that he has read and knows the contents of the foregoing Articles and Plan of Merger, and upon his oath says that the facts and allegations therein contained are true and correct to the best of his knowledge and belief.

Taken, subscribed and sworn to before me this 26th day of March, 1998.

My Commission expires September 30, 2001

Judy R. Serino  
Notary Public

[SEAL]

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



2. **Effective Time.** The Merger shall become effective upon 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."

3. **Articles; Bylaws.** The Articles of Incorporation and Bylaws of GMB in effect immediately prior to the Effective Time shall be the Articles of Incorporation and Bylaws of the Surviving Bank, until altered, amended or repealed in accordance with their terms and applicable law.

4. **Name; Offices.** The name of the Surviving Bank shall be "United Bank." The main office of the Surviving Bank shall be 11185 Main Street, Fairfax, 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 hereto.

5. **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, par 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 structures of UB and GMB as adjusted for earnings and expenses between September 30, 1997 and the Effective Time.

6. **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, title 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 deemed to have granted to the Surviving Bank an irrevocable power of attorney to execute and deliver all such proper deeds, 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 assets in the Surviving Bank and otherwise to carry out the purposes of this Merger Agreement, and the proper



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.**

(a) The shares of GMB common stock outstanding immediately prior to the Effective Time shall remain outstanding after the Effective Time without any change therein.

(b) Prior to the Effective Time but after the Holding Company Merger, the Acquiror 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.

**8. 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 GMB.

**9. 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.

**10. Governing Law.** This Merger 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.

**11. 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.

**12. Waiver.** 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.

**13. Assignment.** This Merger Agreement may not be assigned by any party hereto without the prior written consent of the other party.

**14. Termination.** This Merger Agreement shall terminate upon the termination of the Agreement in accordance with its terms.

15. **Procurement of Approvals.** This Merger 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 preparation of submission of applications to the appropriate state and federal regulators.

16. **Conditions Precedent.** The obligations of the parties under this Merger 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 written.

Attest:

Kelly Marsh  
 Name: Kelly Marsh  
 Title: Secretary

UNITED BANK

By: [Signature]  
 Name: THOMAS E. WILLIAMS  
 Title: Chairman and - PRESIDENT  
Chief Executive Officer

Attest:

[Signature]  
 Name: Karen E. DeCade  
 Title: Secretary

GEORGE MASON BANK

By: [Signature]  
 Name: Edward H. Clingburg  
 Title: CEO & President

## **SCHEDULE A**

### **Main Office and Branches**

**UNITED BANK POST-MERGER OFFICE LISTING**

<b>Main Office:</b>	11185 Main Street Fairfax, Fairfax County, VA 22030	<b>Fairfax #1</b> (703) 219-4815
<b>Branches:</b>	3801 Wilson Boulevard Arlington, Arlington County, VA 22203	<b>Arlington Office</b> (703) 841-8700
	2071 Chain Bridge Road Vienna, Fairfax County, VA 22182	<b>Tysons Office</b> (703) 917-1400
	8669 Sudley Road Manassas, City of Manassas, Prince William County, VA 22110	<b>Manassas(Canterbury)</b> (703) 331-0607
	10855 Lee Highway Fairfax, City of Fairfax, Fairfax County, VA 22030	<b>Fairfax Office</b> (703) 385-4400
	6402 Williamsburg Boulevard Arlington, Arlington County, VA 22207	<b>Arlington #9</b> (703) 536-0441
	7626 Old Georgetown Road Bethesda, Montgomery County, MD 20814	<b>Bethesda #104</b> (301) 654-2333
	4501 Daly Drive Chantilly, Fairfax County, VA 20151	<b>Chantilly #3</b> (703) 802-8800
	13060 Fair Lakes Boulevard Fairfax, Fairfax County, VA 22033	<b>Fair Lakes #12</b> (703) 502-1800
	1667 K Street, NW Washington, D.C. 20006	<b>K Street #101</b> (202) 293-6222
	5335 Lee Highway Arlington, Arlington County, VA 22207	<b>Lee Harrison #15</b> (703) 533-5800
	531-A East Market Street Leesburg, Loudoun County, VA 20176	<b>Leesburg #17</b> (703) 779-3531
	21036 Tripleseven Road Sterling, Loudoun County, VA 20165	<b>Loudoun #11</b> (703) 404-2500
	1320 Old Chain Bridge Road McLean, Fairfax County, VA 22101	<b>McLean #6</b> (301) 356-2265
	9872 Libena Avenue Manassas, Prince William County, VA 20110	<b>Prince William #13</b> (703) 257-1744
	1801 Reston Parkway Reston, Fairfax County, VA 20190	<b>Reston #8</b> (703) 834-1053
	12101 Rockville Pike Rockville, Montgomery County, MD 20854	<b>Rockville #105</b> (301) 984-2980

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**UNITED BANK POST-MERGER OFFICE LISTING**

2300 9th Street South  
Arlington, Arlington County, VA 22203

South Arlington #16  
(703) 271-4400

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

Spring Valley #103  
(202) 636-3600

7787 Leesburg Pike  
Falls Church, Fairfax County, VA 22043

Tysons Center #7  
(703) 734-1213

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

University #2  
(703) 993-9090

226 Maple Avenue, West  
Vienna, Fairfax County, VA 22180

Vienna #5  
(703) 242-0732

3289 Woodburn Road  
Amanda, Fairfax County, VA 22003

Woodburn #4  
(703) 573-5380