

12-06-2000



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11-21-00

**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

Merger  Change of Name

Effective Date  
Month Day Year

Other

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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.)

12/05/2000 MTHAI1 00000139 0862531

FOR OFFICE USE ONLY

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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

**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="0862531"/>	<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:  
Deposit Account

Enclosed  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.

Cathleen Kirby



November 20, 2000

Name of Person Signing

Signature

Date Signed

## MERGER AGREEMENT

This Merger Agreement made as of this 26<sup>th</sup> day of May, 1999, between FCC National Bank, Wilmington, Delaware ("FCC Bank") and First USA Bank, National Association, Wilmington, Delaware ("FUSA Bank"). FCC Bank and FUSA Bank are hereinafter sometimes referred to collectively as the "Merging Banks."

### WITNESSETH

WHEREAS, FCC Bank is a national banking association with its principal office located in Wilmington, New Castle County, Delaware. As of the date hereof, FCC Bank has 175,000 shares of authorized capital stock consisting solely of common stock having a par value of One Hundred Dollars (\$100) per share, all of which are issued and outstanding. As of March 31, 1999, FCC Bank had a capital surplus of \$244,832,000, net unrealized holding gains (losses) on available-for-sale securities of \$39,330,000 and undivided profits of \$1,004,436,000;

WHEREAS, FUSA Bank is a national banking association with its principal office located in Wilmington, New Castle County, Delaware. As of the date hereof, FUSA Bank has 125,000 shares of authorized capital stock consisting solely of common stock having a par value of One Hundred Dollars (\$100) per share, all of which are issued and outstanding. As of March 31, 1999, 1998, FUSA Bank had a capital surplus of \$1,947,858,000, net unrealized holding gains (losses) on available-for-sale securities of \$69,016,000 and undivided profits of \$476,226,000 and

WHEREAS, FCC Bank is a direct, wholly owned subsidiary of BANK ONE CORPORATION, a registered bank holding company with its principal office in Chicago, Illinois ("BANK ONE") and FUSA Bank is a direct, wholly owned subsidiary of First USA Financial, Inc., Wilmington, Delaware ("FUSA Financial") which is, itself, a direct subsidiary of BANK ONE;

WHEREAS, it is desirable that FUSA Bank be merged with and into FCC Bank;

WHEREAS, it is anticipated that, prior to the merger of FUSA Bank and FCC Bank, FUSA Financial will be dissolved or merged with and into BANK ONE so that FUSA Bank shall have become a direct subsidiary of BANK ONE;

WHEREAS, each of the Merging Banks has adopted this Merger Agreement by the concurrence of at least a majority of its Board of Directors pursuant to the authority set forth in the National Banking Act, as amended (12 U.S.C. §215a);

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for the purpose of prescribing the terms and conditions of the merger of the FUSA Bank with and into FCC Bank (the "Merger"), the manner of carrying the same into effect, the manner and basis of converting the common stock of the Merging Banks and such other details and provisions as are deemed necessary or desirable, the parties hereto hereby agree as follows:

ARTICLE I  
GENERAL

SECTION 1.1. THE MERGER. Pursuant to the terms and conditions hereinafter set forth, FUSA Bank shall be merged with and into FCC Bank pursuant to the provisions of 12 U.S.C. §215a, with FCC Bank to survive the Merger as the Continuing Bank.

SECTION 1.2. EFFECTIVE TIME. Subject to and upon satisfaction of all requirements of law and the terms and conditions of this Merger Agreement, including, among other conditions, receipt of the approval of the Office of the Comptroller of the Currency, the Merger shall become effective at the time specified in the Merger approval or other authorization or order to be issued by the Office of the Comptroller of the Currency. The time the Merger become effective is hereinafter referred to as the "Effective Time."

SECTION 1.3. NAME, OFFICES, ARTICLES OF ASSOCIATION AND BY-LAWS OF THE CONTINUING BANK.

- (a) The name of FCC Bank (hereinafter called the "Continuing Bank" whenever reference is made to it at and after the Effective Time) shall be "First USA Bank, National Association" as a result of the Merger;

- (b) The principal office and place of business of FUSA Bank immediately prior to the Effective Time, located at 201 North Walnut Street, Wilmington, Delaware 19801, shall be the established and authorized principal office and place of business of the Continuing Bank at the Effective Time. At the Effective Time, the main office of FCC Bank shall not be operated or established as an authorized branch office of the Continuing Bank, but shall be utilized by the Continuing Bank for its back-office operations;
- (c) The Articles of Association of the Continuing Bank as of the Effective Time shall be as set forth in Schedule 1, annexed hereto and incorporated herein by reference. The By-laws of the Continuing Bank as of the Effective Time shall be as set forth in Schedule 2, annexed hereto and incorporated herein by reference.

SECTION 1.4. BOARD OF DIRECTORS. The persons who will serve as the Board of Directors of the Continuing Bank at the Effective Time, each of whom is now a resident of the State of Delaware and/or resides within one hundred miles of the offices of the Continuing Bank in Wilmington, Delaware, and each of whom is currently a director and/or executive officer of FCC Bank and FUSA Bank, are set forth in Schedule 3, annexed hereto and incorporated herein by reference. Each such Director shall hold office from and after the time of his or her qualification as a Director of the Continuing Bank and until his or her successor is elected and has qualified.

SECTION 1.5. OFFICERS AND EMPLOYEES. The officers and employees of the Continuing Bank immediately following the Effective Time shall include, among others, the officers and employees of the Merging Banks immediately prior to the Effective Time. The officers of the Continuing Bank shall hold office in accordance with the By-laws of the Continuing Bank as in effect at and after the Effective Time.

ARTICLE II  
MANNER AND BASIS OF CONVERTING COMMON STOCK AND  
CAPITALIZATION OF THE CONTINUING BANK

SECTION 2.1. CONVERSION OF CAPITAL STOCK. At the Effective Time, the 175,000 shares of the common stock of FCC Bank shall be converted into and shall continue as 175,000 shares of the common stock of the Continuing Bank. As set forth in Section 2.2, the Continuing

Bank shall have issued and outstanding shares of common stock with par value of One Hundred Dollars (\$100). BANK ONE shall own all issued and outstanding shares of the common stock of the Continuing Bank at the Effective Time. At the Effective Time, the 125,000 shares of the common stock of FUSA Bank shall be cancelled and shall not be converted into and shall not continue as shares of common stock of the Continuing Bank.

SECTION 2.2. CAPITALIZATION OF THE CONTINUING BANK. At the Effective Time, the Continuing Bank will have capital stock of \$17,500,000 divided into 175,000 shares of common stock, each of One Hundred Dollars (\$100) par value. At the Effective Time, the surplus of each of the Merging Banks, together with \$12,500,000, formerly representing the capital stock of FUSA Bank, will be combined as the surplus of the Continuing Bank. At the Effective Time, the Continuing Bank shall have net unrealized holding gains (losses) on available-for-sale securities which equals the sum of the net unrealized holdings gains (losses) on available-for-sale securities of the Merging Banks immediately prior to the Effective Time. At the Effective Time, the Continuing Bank shall have undivided profits, including capital reserves, which when combined with the capital stock and surplus of the Continuing Bank at the Effective Time, will equal the combined capital stock, surplus and undivided profits of the Merging Banks as stated in the preamble of this Agreement, adjusted, however, for normal earnings, expenses and dividends between March 31, 1999 and the Effective Time.

ARTICLE III  
EFFECT OF THE MERGER UPON  
FCC BANK AND FUSA BANK

SECTION 3.1. GENERAL. Except as specifically set forth herein, at the Effective Time, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of FCC Bank shall continue unaffected and unimpaired by the Merger and the corporate franchises, existence and rights of FUSA Bank shall be merged with and into the Continuing Bank. The separate existence and corporate organization of FUSA Bank shall cease at the Effective Time. The Continuing Bank shall at and after the Effective Time possess all of the rights, privileges, immunities, powers and franchises, including appointments, designations and nominations, and all other rights and, as applicable, interests as trustee, executor, administrator, registrar or transfer agent of stocks and bonds, guardian, conservator, assignee, receiver, and in every other

fiduciary capacity, in the same manner and to the same extent as was held or enjoyed by either of the Merging Banks immediately prior to the Effective Time.

SECTION 3.2. PROPERTIES OF THE CONTINUING BANK. At the Effective Time, all property, real, personal and mixed, and all debts due on whatever account and all other choses in action and all and every other interest, of or belonging to, or due to, FUSA Bank shall be taken and deemed to be transferred to and vested in the Continuing Bank without further act or deed, and the title to all real estate, or any interest therein, under the laws of the State of Delaware or of any other state or of the United States, vested in FUSA Bank shall vest in the Continuing Bank and shall not revert or be in any way impaired by reason of the Merger. FUSA Bank shall execute all such instruments of transfer, if any, as shall be necessary under the laws of the State of Delaware or of any other state or of the United States to vest its rights, titles and interests in and to its assets in the Continuing Bank.

SECTION 3.3. LIABILITIES OF CONTINUING BANK. The Continuing Bank at and after the Effective Time shall be responsible and liable for and assume all of the liabilities, deposits, contracts and obligations of the FUSA Bank in the same manner and to the same extent as if the Continuing Bank had itself incurred the same or contracted therefor, and any claim existing or action or proceeding pending by or against FUSA Bank may be prosecuted to judgment as if the Merger had not taken place, or the Continuing Bank may be substituted in place of FUSA Bank. Neither the rights of creditors nor any liens upon the property of FUSA Bank or FCC Bank shall be impaired by reason of the Merger, but such liens shall be limited to the property upon which there were liens immediately prior to the Effective Time.

#### ARTICLE IV CONDITIONS

This Merger Agreement is subject to, and consummation of the Merger herein provided for is conditioned upon the fulfillment prior to the Effective Time of each of the following conditions:

- (a) approval of this Merger Agreement by the affirmative vote of all the holders of the outstanding shares of capital stock of each of the Merging Banks; and
- (b) procurement of all other actions, consents, approvals or rulings, governmental or otherwise, and satisfaction of all other requirements of law (including without limitation

the approval of the Office of the Comptroller of the Currency) which are, or in the reasonable opinion of counsel for either of the Merging Banks, may be necessary to permit or enable the Continuing Bank, upon and after the Merger, to conduct all or any part of the business and activities of FUSA Bank in the manner in which such business and activities were conducted by it prior to the Merger.

## ARTICLE V TERMINATION

Notwithstanding anything herein to the contrary, this Merger Agreement may be terminated by agreement of the parties.

## ARTICLE VI MISCELLANEOUS

SECTION 6.1. EXPENSES. The parties to this Merger Agreement shall pay expenses incurred by each of them, respectively, in connection with the transactions contemplated herein.

SECTION 6.2. COUNTERPARTS; CAPTIONS. This Merger Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The title of this Merger Agreement and the headings herein set out are for convenience of reference only and shall not be deemed a part of this Merger Agreement.

SECTION 6.3. AMENDMENT. At any time before or after ratification and confirmation hereof by the respective shareholders of each of the Merging Banks, this Merger Agreement may be amended by agreement between the Merging Banks.

SECTION 6.4. GOVERNING LAW. This Merger Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the United States and of the State of Delaware.

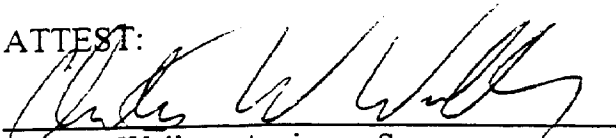


SECTION 6.5. DIVIDENDS. Each of the Merging Banks may continue to pay dividends in accordance with its respective regular practices during the period between the date this Merger Agreement is executed and the Effective Time.

IN WITNESS WHEREOF, each of the Merging Banks has caused this Merger Agreement to be executed in counterparts by its duly authorized officers and its corporate seal to be hereunto affixed as of the date first above written.

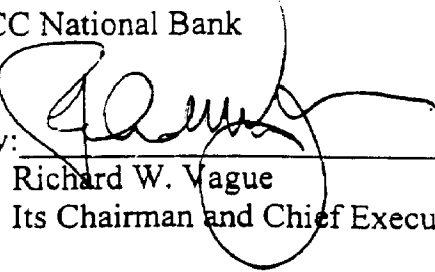
[SEAL]

ATTEST:

  
Clinton Walker, Assistant Secretary

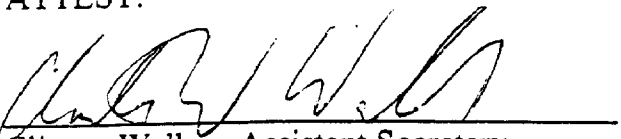
FCC National Bank

By:

  
Richard W. Vague  
Its Chairman and Chief Executive Officer

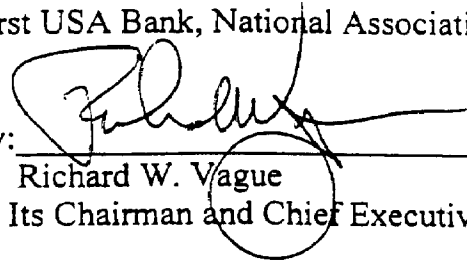
[SEAL]

ATTEST:

  
Clinton Walker, Assistant Secretary

First USA Bank, National Association

By:

  
Richard W. Vague  
Its Chairman and Chief Executive Officer