

03-21-2001



101643843

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

3-5-01

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
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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)

- 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.)

03/20/2001 BTOM11 00000216 75087557
01 FC:481 40.00 DP
02 FC:482 25.00 DP

FOR OFFICE USE ONLY

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" value="76087557"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76087363"/>	<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.

Timothy J. Feathers

Name of Person Signing

Signature

2/25/2001

Date Signed

AGREEMENT OF MERGER
OF
UNIVEST FINANCIAL GROUP, LLC
AND
MIDLAND LOAN SERVICES, INC.

Agreement of Merger entered into on October 27, 2000 (hereinafter the "Agreement") by Univest Financial Group, LLC, a limited liability company of the State of Arkansas (hereinafter "Univest"), approved by resolution adopted by its sole member on said date, and entered into on October 27, 2000 by Midland Loan Services, Inc., a business corporation of the State of Delaware (hereinafter "Midland"), and approved by resolution adopted by its Board of Directors on said date.

WHEREAS, Univest is a limited liability company of the State of Arkansas with its registered office therein located at 10809 Executive Center Drive, Little Rock, Arkansas 72211-8184; and

WHEREAS, Midland is a business corporation of the State of Delaware with its registered office therein located at 1209 Orange Street, Wilmington, Delaware 19801; and

WHEREAS, the Arkansas Small Business Entity Tax Pass Through Act (hereinafter "Arkansas Law") permits a merger of a limited liability company of the State of Arkansas with and into a corporation of another jurisdiction; and

WHEREAS, the Delaware General Corporation Law (hereinafter "Delaware Law") permits the merger of a limited liability company of another jurisdiction with and into a business corporation of the State of Delaware; and

WHEREAS, Univest and Midland, and the respective sole member and Board of Directors thereof, have deemed it advisable and in the best interests of both entities and their respective equity interest holders to merge Univest with and into Midland pursuant to the provisions of Arkansas Law and pursuant to the provisions of Delaware Law upon the terms and conditions hereinafter set forth; therefore

In consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by Univest and approved by a resolution adopted by its sole member and being thereunto duly entered into by Midland and approved by a resolution adopted by its Board of Directors, the Agreement and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as set forth in this Agreement.

1. Uninvest and Midland shall, pursuant to both the provisions of Arkansas Law and the provisions of Delaware Law, be merged with and into a single entity, to wit, Midland, which shall be the surviving entity from and after the effective time of the merger, and which shall continue to exist as the surviving entity under its present name pursuant to the provisions of Delaware Law. The separate existence of Uninvest shall cease at the effective time of the merger in accordance with the provisions of Arkansas Law.

2. The present Certificate of Incorporation of Midland will be the Certificate of Incorporation of Midland following the merger and will continue in full force and effect until changed, revised or amended in the manner prescribed by the provisions of Delaware Law.

3. The present Bylaws of Midland will be the Bylaws of Midland following the merger and will continue in full force and effect until changed, revised or amended as therein provided and in the manner prescribed by the provisions of Delaware Law.

4. The directors and officers of Midland currently in place at the effective time of the merger shall hold their positions from and after the effective date of the merger until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of Midland, as the surviving entity.

5. Beneficial membership interests of Uninvest, as the terminating entity, from and after the effective date of the merger, shall be retired and shall cease to exist. Each issued and outstanding share of Midland, as the surviving entity, shall not be converted or exchanged in any manner and shall remain issued and outstanding from and after the effective date of the merger.

6. In the event that the Agreement shall have been fully approved and adopted on behalf of Uninvest, as the terminating entity in accordance with the provisions of Arkansas Law and on behalf of Midland, as surviving entity in accordance with the provisions of Delaware Law, said entities agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Arkansas and by the laws of the State of Delaware, and that they will cause to be performed all necessary acts within both the State of Arkansas and the State of Delaware and elsewhere to effectuate the merger herein provided for.

7. The sole member of Uninvest, as the terminating entity and the Board of Directors and proper officers of Midland, as the surviving entity are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of the Agreement or of the merger herein provided for.

8. Upon the effective date of the merger herein provided for, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Uninvest, including, without limitation, Uninvest's right and privilege to endorse its name upon any and all documents and certificates of title, shall be transferred to, vested in, and devolve upon, Midland without further act or deed and all property, rights, and every other


interest of Midland and Univest shall be as effectively the property of Midland as they were of Midland and Univest, respectively. Univest hereby agrees from time to time, as and when requested by Midland or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as Midland may deem necessary or desirable in order to vest in and confirm to Midland title to and possession of any property of Univest acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the interest and purposes hereof and the sole member of Univest and the proper officers and directors of Midland are fully authorized in the name of Univest or otherwise to take any and all such action.

9. The effective date of the merger herein provided for shall be October 27, 2000.

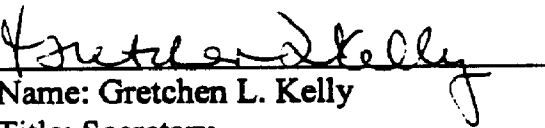
IN WITNESS WHEREOF, the Agreement is hereby executed on behalf of the constituent entities by the duly authorized officers for each of the parties thereto.

Dated: October 27, 2000

UNIVEST FINANCIAL GROUP, LLC
By its sole member, Midland Loan Services, Inc.

By: 
Name: Gretchen L. Kelly
Title: Secretary

MIDLAND LOAN SERVICES, INC.

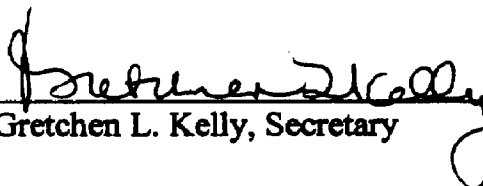
By: 
Name: Gretchen L. Kelly
Title: Secretary

CERTIFICATE OF SECRETARY

The undersigned, being the Secretary of the sole member of Uninvest Financial Group, LLC, does hereby certify that written consent has been given to the adoption of the foregoing Agreement of Merger by the sole member holding all of the beneficial ownership interests of said limited liability company, in accordance with the provisions of Section 4-32-1202 of the Arkansas Statutes Annotated.

Dated: October 27, 2000

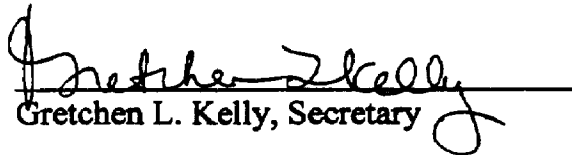
MIDLAND LOAN SERVICES, INC.

By: 
Gretchen L. Kelly, Secretary

CERTIFICATE OF SECRETARY

The undersigned, being the Secretary of Midland Loan Services, Inc., does hereby certify that written consent has been given to the adoption of the foregoing Agreement of Merger by the sole stockholder of said corporation, in accordance with the provisions of Section 264(c) of the Delaware General Corporation Law.

Dated: October 27, 2000


Gretchen L. Kelly, Secretary

UNIVEST FINANCIAL GROUP, LLC

**WRITTEN CONSENT
OF
THE SOLE MEMBER
IN LIEU OF A MEETING**

The undersigned, being the sole member of Univest Financial Group, LLC (the “Company”), does hereby take the following action by written consent in lieu of a meeting:

WHEREAS, it is deemed advisable and in the best interests of the Company to merge the Company with and into Midland Loan Services, Inc. (“Midland”); therefore

IT IS HEREBY RESOLVED, that the Company be merged with and into Midland pursuant to and in accordance with both the Arkansas Small Business Entity Tax Pass Through Act and the Delaware General Corporation Law (the “Merger”); and it is

FURTHER RESOLVED, that the Agreement of Merger, attached hereto as Exhibit A and made a part hereof, is hereby approved and adopted in the form and content as presented; and it is

FURTHER RESOLVED, that the sole member of the Company is authorized, empowered and directed to execute, deliver and file in the name and on behalf of the Company Articles of Merger in Arkansas and a Certificate of Merger in Delaware; and it is

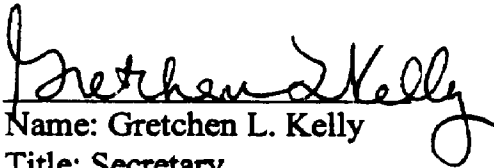
FURTHER RESOLVED, that the sole member is authorized, empowered and directed to take any and all actions and to execute and deliver or cause the execution and delivery of any and all agreements, documents, certificates, notices and/or opinions in the name and on behalf of the Company in connection with the consummation of the Merger; and it is

FURTHER RESOLVED, that any and all actions heretofore taken and any and all agreements, documents, certificates, notices and/or opinions heretofore executed and/or

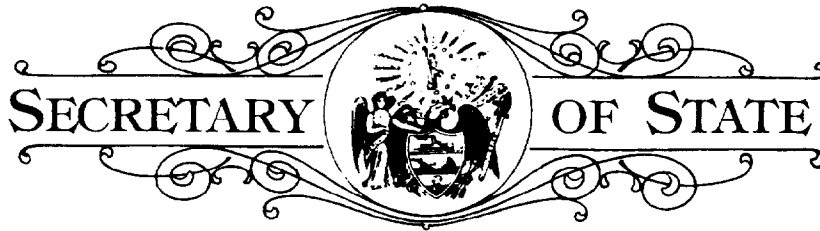
delivered in the name and on behalf of the Company to effect and carry out the intent of the Merger are hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Sole Member as of this 27th day of October, 2000.

MIDLAND LOAN SERVICES, INC.

By: 
Name: Gretchen L. Kelly
Title: Secretary

STATE OF ARKANSAS



Sharon Priest
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Sharon Priest, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Merger

OF

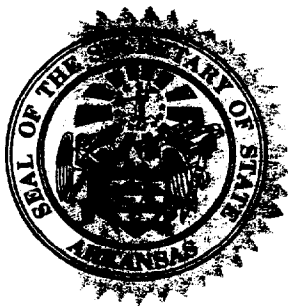
UNIVEST FINANCIAL GROUP, LLC

With and Into

MIDLAND LOAN SERVICES, INC.

FILED IN THIS OFFICE:

October 27, 2000



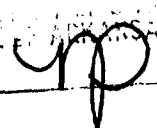
In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 27th day of October 2000.

Sharon Priest

Secretary of State

10/27/01 11:03:05

ARTICLES OF MERGER
OF
UNIVEST FINANCIAL GROUP, LLC
AND
MIDLAND LOAN SERVICES, INC.

STATE OF ARKANSAS
BY 

Pursuant to and in accordance with Section 4-32-1203 of the Arkansas Small Business Entity Tax Pass Through Act, the undersigned surviving business entity submits the following Articles of Merger for filing:

FIRST: The exact name and jurisdiction of organization of each business entity that is a party to the merger is as follows:

<u>Name</u>	<u>Jurisdiction</u>
Univest Financial Group, LLC	Arkansas
Midland Loan Services, Inc.	Delaware

SECOND: An Agreement of Merger has been approved and signed by each business entity that is a party to the merger.

THIRD: The name of the surviving business entity is Midland Loan Services, Inc. qualified in Arkansas under the fictitious name of PNC Midland Loan Services, Inc.

FOURTH: The merger shall become effective October 27, 2000.

FIFTH: The Agreement of Merger is on file at a place of business of the surviving business entity which is located at c/o Legal Department, 249 Fifth Avenue, 21st Floor, Pittsburgh, Pennsylvania 15222-2707.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving business entity, on request and without cost, to any person holding an equity interest in the business entity which is to merge.

SEVENTH: Midland Loan Services, Inc., the surviving business entity, agrees that it may be served with process in Arkansas in any proceeding for the enforcement of any obligation of the business entity party to the merger that was organized under the laws of Arkansas, as well as for enforcement of any obligation of the surviving business entity arising from the merger. It appoints