

(5) **Name And Address Of The Party To Whom Correspondence Concerning The Request To Record Should Be Mailed:**

W. R. Duke Taylor, Esq.
Harness, Dickey & Pierce, P.L.C.
P.O. Box 828
Bloomfield Hills, Michigan 48303

(6) **Number Of Applications Identified In The Cover Sheet And Total Recordal Fee:**

Number of Applications: one

Total Recordal Fee Enclosed: \$40.00

(7) **Date The Document Was Executed:** March 27, 2001

(8) **The Present Owner Of The Trademark Is Domiciled In The United States:**

Yes No

If "No", An Appointment of Domestic Representative:

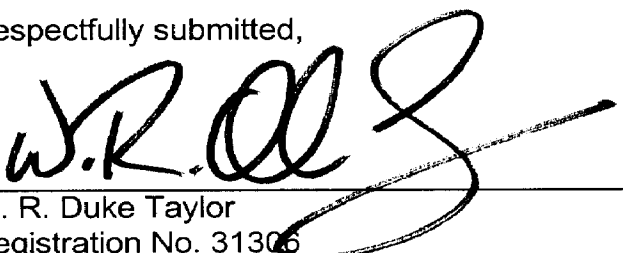
- Has already been filed.
- Is enclosed herewith.
- Is not required. (Change of Name only)

To the best of my knowledge and belief, the foregoing information is true and correct, and if the attached is not an original document, the undersigned verifies that it is a true copy of the original.

If, for some reason, Applicant has not paid a sufficient fee, please charge our Deposit Account No. 08-0750 for any further fees which may be due. A duplicate copy of this document is enclosed.

Respectfully submitted,

By:



W. R. Duke Taylor
Registration No. 31306
Attorneys for Applicant

Dated: April 3, 2001

CHANGE OF SERVICE MARK OWNERSHIP RIGHTS

WHEREAS, **Fleet Mortgage Group, Inc.**, a Rhode Island corporation, of 1333 Main Street, 7th Floor, Columbia, South Carolina, 29201, has adopted the mark applied for in the United States Patent and Trademark Office as follows:



<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
76/091,535	July 18, 2000	CELERIS

WHEREAS, **Fleet Mortgage Corp.**, a South Carolina corporation, of 1333 Main Street, 7th Floor, Columbia, South Carolina, 29201 is the surviving corporation via merger with **Fleet Mortgage Group, Inc.**, as evidenced by the attached Articles of Merger;

NOW, THEREFORE, **Fleet Mortgage Corp.** is now the rightful owner and duly entitled to the rights to the marks referenced above and the above applications, and is hereby entitled to all right, title and interest in and to the said marks, together with the goodwill of the business symbolized by the mark, including the right to sue for past infringements for the any registrations issued on said applications.

FLEET MORTGAGE CORP.

Dated 3/27/01

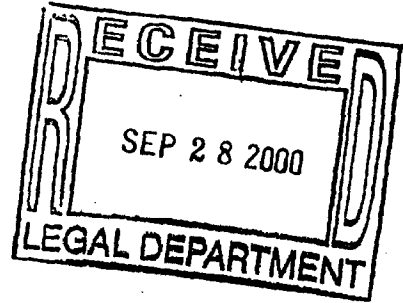
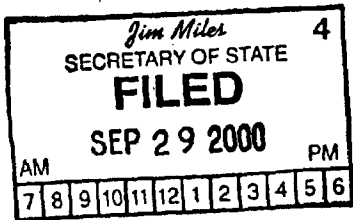
By Randal D. Shields
Randal D. Shields
Its Senior Vice President

State of SOUTH CAROLINA)
) SS.
County of Richland)

On this 28th day of March, 2001, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

Linda B. Cassidy
, Notary Public
Richland County, South Carolina
My Commission Expires: 5/2/08

(seal)



STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF MERGER
OR SHARE EXCHANGE

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Section 33-11-105 of the 1976 South Carolina Code of Laws, as amended, the undersigned as the surviving corporation in a merger or the acquiring corporation in a share exchange, as the case may be, hereby submits the following information:

1. The name of the surviving or acquiring corporation is Fleet Mortgage Corp.
2. Attached hereto and made a part hereof is a copy of the Plan of Merger or Share Exchange (see Sections 33-11-101 (merger) 33-11-102 (share exchange), 33-11-104 (merger of subsidiary into parent) 33-11-107 (merger or share exchange with a foreign corporation), and 33-11-108 (merger of a parent corporation into one of its subsidiaries) of the 1976 South Carolina Code of Laws, as amended).
3. Complete the following information to the extent it is relevant with respect to each corporation which is a party to the transaction:

(a) Name of the corporation Fleet Mortgage Group, Inc.
Complete either (1) or (2), whichever is applicable:

- (1) Shareholder approval of the merger or stock exchange was not required (See Sections 33-11-103(h), 33-11-104 (a), and 33-11-108(a) of the 1976 South Carolina Code of Laws, as amended).
- (2) The Plan of Merger or Share Exchange was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the meeting	Number of Undisputed* Shares	
				For	or Against
Common	1,000	1,000	1,000	1,000	0

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

*NOTE: Pursuant to Section 33-11-105(a)(3)(ii) of the 1976 South Carolina Code of Laws, as amended, the corporation can alternatively state the total number of undisputed shares cast for the amendment by each voting group together with a statement that the number cast for the amendment by each voting group was sufficient for approval by that voting group.

SEP 29 2000

(b) Name of the corporation: Fleet Mortgage Corp.
Complete either (1) or (2), whichever is applicable:

Jim Miles
SECRETARY OF STATE OF SOUTH CAROLINA

- (1) Shareholder approval of the merger or stock exchange was not required (See Sections 33-11-103(h), 33-11-104(a), and 33-11-108 (a)).
- (2) The plan of Merger or Share Exchange was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the meeting	Number of Undisputed* Shares	
				For	or Against
Common	25,000	25,000	25,000	25,000	0

*NOTE: Pursuant to Section 33-11-105 (a) (3)(ii) of the 1976 South Carolina Code of Laws, as amended, the corporation can alternatively state the total number of undisputed shares cast for the amendment by each voting group together with a statement that the number cast for the amendment by each voting group was sufficient for approval by that voting group.

Fleet Mortgage Corp.
Name of Corporation

4. Unless a delayed date is specified, the effective date of this document shall be the date it is accepted for filing by the Secretary of State (See Section 33-1-230(b) of the 1976 South Carolina Code of Laws): at 12:01 A.M. on October 2, 2000.

Date September 25, 2000

Fleet Mortgage Corp.
Name of the Surviving ~~Parenting~~ Corporation


Signature and Office

Michael J. Torke, Chairman,
Type or Print Name and Office
Chief Executive Officer and President

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. Filing fee (payable to the Secretary of State at the time of filing of this document)
Filing Fee \$ 10.00
Filing Tax \$100.00
Total \$110.00
3. TWO COPIES OF THE PLAN OF MERGER OR SHARE EXCHANGE MUST BE FILED WITH THIS FORM AS AN ATTACHMENT.

Return to: Secretary of State
PO Box 11350
Columbia SC 29211



**Agreement and Plan of Merger
of
Fleet Mortgage Group, Inc.
with and into
Fleet Mortgage Corp.**

This AGREEMENT AND PLAN OF MERGER is entered into as of the 29th day of September, 2000, by and between Fleet Mortgage Corp. (hereinafter the "Surviving Corporation"), a South Carolina corporation having its principal office at 1333 Main Street, Suite 700, Columbia, South Carolina 29201, and Fleet Mortgage Group, Inc. (hereinafter the "Merged Corporation"), a Rhode Island corporation having a principal place of business at 1333 Main Street, Suite 700, Columbia, South Carolina 29201.

W I T N E S S E T H:

WHEREAS, the Surviving Corporation is a stock corporation duly organized and existing pursuant to the general laws of the State of South Carolina;

WHEREAS, the Surviving Corporation has an authorized capital stock consisting of 25,000 shares of Common Stock, \$100.00 par value per share, of which 25,000 shares have been duly issued and are now outstanding;

WHEREAS, the Merged Corporation is a stock corporation duly organized and existing pursuant to the general laws of the State of Rhode Island; and

WHEREAS, the Merged Corporation has an authorized capital stock consisting of 1,000 shares of Common Stock, \$.01 par value per share, of which 1,000 shares have been duly issued and are now outstanding;

WHEREAS, the Surviving Corporation and the Merged Corporation seek to merge in accordance with the provisions of the South Carolina Business Corporation Act of 1988, as amended, ("SCBCA") and the provisions of the Rhode Island General Laws of 1956, as amended.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and conditions contained herein, the Merged Corporation and the Surviving Corporation agree that the Merged Corporation shall merge with and into the Surviving Corporation, with the Surviving Corporation as the surviving corporation, in accordance with the following Plan of Merger:

Article I
Names of Constituent Companies

The name of the Merged Corporation is Fleet Mortgage Group, Inc., a Rhode Island corporation, incorporated on March 8, 1995.

The name of the Surviving Corporation which will be the surviving corporation in the merger and into which the Merged Corporation will be merged, is Fleet Mortgage Corp., a South Carolina corporation incorporated on June 26, 1972. The Surviving Corporation shall continue its corporate existence under the name "Fleet Mortgage Corp." and shall be governed by the laws of the State of South Carolina.

Article II
Purpose and Principal Place of Business

The business of the Surviving Corporation shall be to engage in mortgage lending, mortgage banking and to engage in and carry on any lawful act or activities for which corporations may be organized under the South Carolina Business Corporation Act of 1988, as amended. This business shall be conducted by the Surviving Corporation at its principal place of business, which shall be located at 1333 Main Street, Suite 700, Columbia, South Carolina 29201, and at its other legally established locations.

Article III
Effective Date and Time of the Merger

The merger shall become effective at 12:01 A.M. October 2, 2000 (hereinafter the "Effective Time").

Article IV
Effect of the Merger

Section 1. At the Effective Time, all of the rights, privileges, powers, franchises, properties and assets of the Merged Corporation shall pass to and be vested in the Surviving Corporation without any conveyance or other transfer, and all debts, liabilities, obligations, restrictions, disabilities and duties of every kind and description of the Merged Corporation shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation, and the separate existence of the Merged Corporation shall thereupon cease.

Section 2. At the Effective Time, each share of common stock of the Merged Corporation issued and outstanding immediately prior to the Effective Time shall, by virtue of the merger and the consideration described herein and without any action on the part of the holder thereof, be canceled.

Article V
Representations and Warranties

Section 1. The Merged Corporation represents and warrants to the Surviving Corporation as follows:

(a) Organization. The Merged Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Rhode Island.

(b) Capacity; Authority; Validity. The Merged Corporation has all necessary corporate power and authority to enter into this Agreement and to perform all of the obligations to be performed by it under this Agreement. This Agreement and the consummation by the Merged Corporation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action of the Merged Corporation, and this Agreement has been duly executed and delivered by the Merged Corporation and constitutes the valid and binding obligation of the Merged Corporation, enforceable in accordance with its terms (except as such enforcement may be limited by bankruptcy, insolvency, reorganizations moratorium, receivership, conservatorship, and other laws relating to or affecting creditors' rights generally and by general equity principles).

(c) Conflicts; Defaults. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby by the Merged Corporation will (i) conflict with, result in the breach of, constitute a default under, or accelerate the performance required by the terms of any contract, instrument or commitment to which the Merged Corporation is a party or by which the Merged Corporation is bound; (ii) violate the charter or bylaws, or any other equivalent organizational document of the Merged Corporation; (iii) require any consent or approval under any judgment, order, writ, decree, permit or license to which the Merged Corporation is a party or by which the Merged Corporation is bound; or (iv) require the consent or approval of any other party to any contract, instrument or commitment to which the Merged Corporation is a party or by which it is bound, other than the approvals of regulatory authorities, if any, which have been obtained or will be obtained prior to the Effective Date. The Merged Corporation is not subject to any agreement with any regulatory authority which would prevent the consummation by the Merged Corporation of the transactions contemplated by this agreement.

(d) Litigation. There is no claim, or any litigation, proceeding, arbitration, investigation or material controversy pending, to which the Merged Corporation is a party, which will have a material adverse effect on the Merged Corporation's ability to consummate the transactions contemplated hereby and, to the best of the Merged Corporation's knowledge, no such claim, litigation, proceeding, arbitration, investigation or controversy has been threatened or is contemplated.

Section 2. The Surviving Corporation represents and warrants to the Merged Corporation as follows:

(a) Organization. The Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of South Carolina.

(b) Capacity; Authority; Validity. The Surviving Corporation has all necessary corporate power and authority to enter into this Agreement and to perform all of the obligations to be performed by it under this Agreement. This Agreement and the consummation by the Surviving Corporation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action of the Surviving Corporation, and this Agreement has been duly executed and delivered by the Surviving Corporation and constitutes the valid and binding obligation of the Surviving Corporation, enforceable in accordance with its terms (except as such enforcement may be limited by bankruptcy, insolvency, reorganizations moratorium, receivership, conservatorship, and other laws relating to or affecting creditors' rights generally and by general equity principles).

(c) Conflicts; Defaults. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby by the Surviving Corporation will (i) conflict with, result in the breach of, constitute a default under, or accelerate the performance required by the terms of any contract, instrument or commitment to which the Surviving Corporation is a party or by which the Surviving Corporation is bound; (ii) violate the charter or bylaws, or any other equivalent organizational document of the Surviving Corporation; (iii) require any consent or approval under any judgment, order, writ, decree, permit or license to which the Surviving Corporation is a party or by which the Surviving Corporation is bound, or (iv) require the consent or approval of any other party to any contract, instrument or commitment to which the Surviving Corporation is a party or by which it is bound, other than the approvals of regulatory authorities, if any, which have been obtained or will be obtained prior to the Effective Date. The Surviving Corporation is not subject to any agreement with any regulatory authority which would prevent the consummation by the Surviving Corporation of the transactions contemplated by this Agreement.

(d) Litigation. There is no claim, or any litigation, proceeding, arbitration, investigation or material controversy pending, to which the Surviving Corporation is a party, which will have a material adverse effect on the Surviving Corporation's ability to consummate the transactions contemplated hereby and, to the best of the Surviving Corporation's knowledge, no such claim, litigation, proceeding, arbitration, investigation or controversy has been threatened or is contemplated.

Article VI Miscellaneous Provisions

Section 1. This Agreement and Plan of Merger shall be approved by (a) the affirmative vote of a majority of the directors of each of the Surviving Corporation and the Merged Corporation, or by written consent in lieu thereof, and then (b) the affirmative vote of the sole shareholder of each of the Surviving Corporation and the Merged Corporation, or by written consent in lieu thereof.

Section 2. The Articles of Incorporation of the Surviving Corporation at the Effective Time and date shall be the Articles of Incorporation of the Surviving Corporation and said Articles of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the SCBCA.

Section 3. The present bylaws of the Surviving Corporation will be the bylaws of said Surviving Corporation and will continue in full force and effect until amended as therein provided and in the manner prescribed by the provisions of the SCBCA.

Section 4. The members of the Board of Directors in office of the Merged Corporation upon the Effective Time shall become all of the members of the Board of Directors of the Surviving Corporation, all of whom shall hold their directorships until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the Surviving Corporation. Immediately after the Effective Time of the Merger, the Board of Directors of the Surviving Corporation shall elect the officers of the Surviving Corporation.

Section 5. The merger of the Merged Corporation with and into the Surviving Corporation shall be authorized in the manner prescribed by the laws of their respective jurisdictions of organization.

Section 6. In the event that the merger of the Merged Corporation with and into the Surviving Corporation shall have been duly authorized in compliance with the laws of their respective jurisdictions, the Merged Corporation and the Surviving Corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Rhode Island and the State of South Carolina, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

Section 7. The Board of Directors and the proper officers of the Merged Corporation and of the Surviving Corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or 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 this Plan of Merger or of the merger herein provided for.

Section 8. The Surviving Corporation shall be governed by the laws of the State of South Carolina.

Section 9. The statutory agent for service of process of the Surviving Corporation in Rhode Island shall be CT Corporation, 10 Weybosset Street, Providence, RI 02903.

NEXT PAGE IS SIGNATURE PAGE

IN WITNESS WHEREOF, the signatures and seals of the Surviving Corporation and the Merged Corporation as of the 29th day of September, 2000, have been set, each by its President or Vice President and its Secretary or Assistant Secretary, and attested to by an appropriate officer (if applicable), pursuant to a resolution of its Board of Directors, acting by a majority.

Attest:

FLEET MORTGAGE CORP.,
a South Carolina corporation

By *Michael J. Torke*
Name: Michael J. Torke
Title: Chairman, Chief Executive Officer
and President

Kathryn E. Howell
Name: Kathryn E. Howell
Title: Assistant Secretary

By *Randal D. Shields*
Name: Randal D. Shields
Title: Senior Vice President

(Seal)

STATE OF SOUTH CAROLINA)
) ss: COLUMBIA
COUNTY OF RICHLAND)

On this 25th day of September, 2000, before me, a notary public for this state and county, personally came Michael J. Torke, as Chairman, CEO and President, Randal D. Shields, as Senior Vice President, and Kathryn E. Howell, as Asst. Secretary of Fleet Mortgage Corp., and each in his capacity acknowledged this instrument to be the act and deed of Fleet Mortgage Corp., that the statements therein are true and correct and that the seal affixed to it is its seal.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Kim M. Alpaugh
Notary Public
My commission expires 2-05-2006

FLEET MORTGAGE GROUP, INC.
a Rhode Island corporation

By *E. Patrick Cutler*
Name: E. Patrick Cutler
Title: Executive Vice President

Randal D. Shields
Name: Randal D. Shields
Title: Secretary
(Seal)

By *Jed P. Sonstroem*
Name: Jed P. Sonstroem
Title: Vice President

STATE OF SOUTH CAROLINA)
) ss: COLUMBIA
COUNTY OF RICHLAND)

On this 25th day of September, 2000, before me, a notary public for this state and county, personally came E. Patrick Cutler, as Exec. Vice President and Jed P. Sonstroem, as Vice President of Fleet Mortgage Group, Inc., and each in his capacity acknowledged that this instrument is the act and deed of Fleet Mortgage Group, Inc. and that the statements therein are true and correct.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Kim M. Alpaugh
Notary Public
My commission expires 2-05-2006