

03-28-2002

ET

Docket No.:



Tab settings

102034449

attached original documents or copy thereof.

1. Name of conveying party(ies):

LaSalle National Corporation
135 South LaSalle Street
Chicago, Illinois 60603

3.14.02

- Individual(s)
- General Partnership
- Corporation-State
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

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

Name: ABN AMRO North America, Inc.

Internal Address: _____

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Other

03-14-2002

U.S. Patent & TMO/TM Mail Rpt Dt. #01

If assignee is not domiciled in the United States, a domestic designation is Yes N

(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: April 30, 2001

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

A. Trademark Application No.(s)

SEE
ATTACHED
SCHEDULE

Additional numbers

B. Trademark Registration No.(s)

SEE
ATTACHED
SCHEDULE

Yes No

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

Name: Carol A. Genis, Esq.

Internal Address: Bell, Boyd & Lloyd LLC

Street Address: P.O. Box 1135

City: Chicago State: IL ZIP: 60690

6. Total number of applications and registrations involved:.....

23

7. Total fee (37 CFR 3.41):.....\$ \$590.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

03/28/2002 TDIAZ1 00000033 1860522

01 FC:481 40.00 00
02 FC:482 550.00 00

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.

Carol A. Genis, Esq.

Name of Person Signing

Signature

March 14, 2002

Date

Total number of pages including cover sheet, attachments, and TRADEMARK

SCHEDULE A

TRADEMARK APPLICATION NOS.

75-884,954

75-528,289

TRADEMARK REGISTRATION NOS.

1,860,522 2,012,143

2,420,251 2,352,268

1,033,259 2,438,932

1,470,028 1,891,824

1,492,553 1,580,724

1,628,587 1,743,531

1,989,066 1,481,039

2,466,247 1,604,018

2,063,857 1,617,079

2,439,125

2,377,349

1,343,224

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"ABN AMRO NORTH AMERICA, INC.", A DELAWARE CORPORATION, WITH AND INTO "LASALLE NATIONAL CORPORATION" UNDER THE NAME OF "ABN AMRO NORTH AMERICA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF APRIL, A.D. 2001, AT 12:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0695813 8100M

AUTHENTICATION: 1108721

010207369

DATE: 05-01-01

TRADEMARK
REEL: 002470 FRAME: 0667

CERTIFICATE OF OWNERSHIP AND MERGER**MERGING****ABN AMRO NORTH AMERICA, INC.****INTO****LASALLE NATIONAL CORPORATION**

ABN AMRO North America, Inc., a corporation organized and existing under the laws of Delaware ("AANA"),

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 19th day of June, 1972, pursuant to the General Corporation Laws of the State of Delaware ("DGCL").

SECOND: That this corporation owns all of the outstanding shares of common stock of LaSalle National Corporation, a corporation incorporated on the 16th day of December, 1968, pursuant to the DGCL ("LNC").

THIRD: That the directors of AANA, by the following resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members, filed with the minutes of the Board on the 30th day of April, 2001, determined to merge itself with and into said LNC, whereby LNC will be the surviving corporation under the name "ABN AMRO North America, Inc." (the "Resulting Corporation"):

WHEREAS, certain officers of AANA have negotiated an Agreement of Merger dated as of April 30, 2001 (the "Agreement") by and among AANA and LNC pursuant to which AANA will be merged with and into LNC (the "Merger"), all upon the terms and conditions set forth in the Agreement substantially in the form presented to this Board of Directors;

WHEREAS, the Board of Directors of AANA has considered the Agreement and the transactions contemplated thereby, including the Merger, and deems them advisable and in the best interests of AANA; and

WHEREAS, the Board of Directors desires that AANA consummate the transactions contemplated by the Agreement, and in order to achieve that objective, the Board of Directors desires to authorize the execution and delivery of certain documents and agreements and the taking of such other and further actions necessary and appropriate to consummate such transactions.

NOW, THEREFORE, BE IT RESOLVED, that the officers of AANA (the "proper officers"), acting singly, are hereby authorized and empowered to

execute and deliver in the name of AANA, with or without the Secretary of AANA for attestation or related purposes, the Agreement substantially in the form presented to this Board of Directors with such changes, modifications and amendments as the proper officers deem necessary and such agreements, documents, certificates, instruments and receipts which may be necessary or required in connection with the Agreement and to do such other and further acts and things and take any and all other actions in the name of AANA, which such proper officers shall consider necessary or appropriate to carry out the intent and purpose of these Resolutions, to effect the foregoing transactions contemplated by these Resolutions and that any actions so taken and documents so executed and delivered by said proper officers are hereby approved, ratified, confirmed and adopted by AANA and shall be conclusively deemed to be authorized by these Resolutions.

FURTHER RESOLVED, that the Merger be submitted to the Stockholders in accordance with the General Corporation Law of the State of Delaware.

FURTHER RESOLVED, that the proper officers are hereby authorized to prepare, execute and submit regulatory applications to all necessary federal and state governmental regulatory authorities (collectively, the "Applicable Governmental Authorities") for approval of the transactions contemplated by the Agreements, including without limitation, the Merger.

FURTHER RESOLVED, that the Agreement and the transactions contemplated therein, including, but not limited to, the Merger, are hereby approved, ratified, confirmed and adopted by AANA and shall be conclusively deemed to be authorized by these Resolutions.

FURTHER RESOLVED, that the proper officers of AANA and every other officer of AANA previously authorized to act on behalf of AANA be and hereby are authorized and empowered to pay such fees, costs and expenses relating to the foregoing transactions, which any such proper officer shall in his judgment deem to be necessary, proper or advisable.

FURTHER RESOLVED, that all actions, transactions or agreements by the proper officers and all other officers of AANA in connection with or in the furtherance of the transactions contemplated by the Agreement, including, but not limited to, negotiation, execution and delivery of the Agreement, the Merger, the seeking of regulatory approval from the Applicable Governmental Authorities and the negotiation, execution and delivery of any documents, receipts, instruments or certificates in connection therewith, be and hereby are in all respects authorized, approved, ratified, confirmed and adopted by AANA.

FOURTH: That the terms and conditions of the Merger are as follows:

(a) Each share of LNC common stock shall, by virtue of the Merger and without any surrender of stock certificates or other action on the part of the holder thereof, be cancelled and shall cease to exist.

(b) Currently outstanding preferred stock of LNC shall be converted into preferred stock of the Resulting Corporation (as described below), without any surrender of stock certificates or other action on the part of the holders thereof.

- (1) The LNC Fixed/Adjustable Rate Noncumulative Preferred Stock, Series I ("LNC Series I") shall be converted into Fixed/Adjustable Rate Noncumulative Preferred Stock, Series II of the Resulting Corporation, which terms shall be identical to the terms of the LNC Series I.
- (2) The LNC Fixed/Adjustable Rate Noncumulative Preferred Stock, Series J shall be converted into Fixed/Adjustable Rate Noncumulative Preferred Stock, Series JJ of the Resulting Corporation, which terms shall be identical to the terms of the LNC Series J.
- (3) The LNC Fixed Rate Noncumulative Preferred Stock, Series L shall be converted into Fixed Rate Noncumulative Preferred Stock, Series L of the Resulting Corporation, which terms shall be identical to the terms of the LNC Series L.

(c) Each share of AANA common stock shall, by virtue of the Merger and without any surrender of stock certificates or other action on the part of the holder thereof, be converted into and deemed to constitute one fully paid and non-assessable shares of common stock, with \$1,000.00 par value, of the Resulting Corporation (the "Common Stock").

(d) Each share of AANA Class A common stock shall by virtue of the Merger and without any surrender of stock certificates or other action on the part of the holder thereof, be converted into and deemed to constitute one fully paid and non-assessable shares of Class A common stock, with \$1,000.00 par value, of the Resulting Corporation (the "Class A Common Stock").

(e) Currently outstanding preferred stock of AANA shall be converted into preferred stock of the Resulting Company (as described below), without any surrender of stock certificates or other action on the part of the holders thereof.

- (1) The AANA Fixed/Adjustable Rate Noncumulative Preferred Stock, Series A ("AANA Series A") shall be converted into Fixed/Adjustable Rate Noncumulative Preferred Stock, Series A of the Resulting Corporation, which terms shall be identical to the terms of the AANA Series A.
- (2) The AANA Fixed/Adjustable Rate Noncumulative Preferred Stock, Series D ("AANA Series D") shall be converted into Fixed/Adjustable

Rate Noncumulative Preferred Stock, Series D of the Resulting Corporation, which terms shall be identical to the terms of the AANA Series D.

- (3) The AANA Fixed/Adjustable Rate Noncumulative Preferred Stock, Series E ("AANA Series E") shall be converted into Fixed/Adjustable Rate Noncumulative Preferred Stock, Series E of the Resulting Corporation, which terms shall be identical to the terms of the AANA Series E.
- (4) The AANA Fixed/Adjustable Rate Noncumulative Preferred Stock, Series F ("AANA Series F") shall be converted into Fixed/Adjustable Rate Noncumulative Preferred Stock, Series F of the Resulting Corporation, which terms shall be identical to the terms of the AANA Series F.
- (5) The AANA Fixed/Adjustable Rate Noncumulative Preferred Stock, Series G ("AANA Series G") shall be converted into Fixed/Adjustable Rate Noncumulative Preferred Stock, Series G of the Resulting Corporation, which terms shall be identical to the terms of the AANA Series G.
- (6) The AANA Fixed/Adjustable Rate Noncumulative Preferred Stock, Series H ("AANA Series H") shall be converted into Fixed/Adjustable Rate Noncumulative Preferred Stock, Series H of the Resulting Corporation, which terms shall be identical to the terms of the AANA Series H.
- (7) The AANA Fixed/Adjustable Rate Noncumulative Preferred Stock, Series I ("AANA Series I") shall be converted into Fixed/Adjustable Rate Noncumulative Preferred Stock, Series I of the Resulting Corporation, which terms shall be identical to the terms of the AANA Series I.
- (8) The AANA Fixed/Adjustable Rate Noncumulative Preferred Stock, Series J ("AANA Series J") shall be converted into Fixed/Adjustable Rate Noncumulative Preferred Stock, Series J of the Resulting Corporation, which terms shall be identical to the terms of the AANA Series J.

FIFTH: That the name of the surviving corporation be changed by changing Section 1 of the Amended and Restated Certificate of Incorporation of the surviving corporation to read as follows:

SECTION 1. Name.

The name of the corporation is ABN AMRO North America, Inc.

SIXTH: That the effective time of the Merger shall be at 12:01 P.M. (Chicago Time) on the 30th day of April, 2001.

SEVENTH: That the Merger has been approved by the unanimous written consent of the holders of the outstanding stock entitled to vote thereon of AANA.

EIGHTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of AANA at any time prior to the time that this merger filed with the Secretary of State becomes effective.

[Signature Page to Follow]

IN WITNESS WHEREOF, said ABN AMRO North America, Inc. has caused this Certificate to be signed by CAROL L. TENYAK, its GSVP and WILLIAM J. MILLER, JR., its EVP, this 30th day of April, 2001.

ABN AMRO NORTH AMERICA, INC.

By: Carol L. Tenyak
Its: GROUP SENIOR VICE PRESIDENT
Carol L. Tenyak

By: William J. Miller, Jr.
Its: EVP

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