

04-25-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

4-21-03

RECO TF



102431673

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

SouthTrust Bank of Alabama, National Association

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 04/15/1997, effective 06/02/1997

2. Name and address of receiving party(ies)

Name: SouthTrust Bank, National Association

Internal

Address:

Street Address: 420 North 20th Street

City: Birmingham State: AL Zip: 35203

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Banking Association

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)

B. Trademark Registration No.(s) 2,163,702; 1,190,295; and 1,528,711

Additional number(s) attached Yes No

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

Name: Linda A. Friedman, Esq.

Internal Address: Bradley Arant Rose & White LLP

Street Address: One Federal Place,

1819 Fifth Avenue North

City: Birmingham State: AL Zip: 35203-2104

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account for any remaining related fee

8. Deposit account number:

500954

DO NOT USE THIS SPACE

9. Signature.

Linda A. Friedman, Esq.

Name of Person Signing

Signature

April 21, 2003

Date

Total number of pages including cover sheet, attachments, and document: 18

04/24/2003 DBYRNE 00000091 2163702

01 FC:8:521 02 FC:8:522

40.00 50.00

documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

OFFICE OF PUBLIC RECORDS APR 21 PM 2:08 FINANCE SECTION

**AGREEMENT AND PLAN OF MERGER**  
(Banks)

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 15th day of April, 1997 among SouthTrust Bank of Alabama, National Association ("ST-Bank"), which is a wholly-owned national bank subsidiary of SouthTrust Corporation, a Delaware corporation ("SouthTrust"), and which is to be renamed SouthTrust Bank, National Association at the Effective Time of the Bank Mergers as defined herein, and the banks listed on Exhibit A hereto (hereinafter collectively referred to as the "Subsidiary Banks").

W I T N E S S E T H:

WHEREAS, SouthTrust has determined it would be beneficial to merge all of the Subsidiary Banks with and into ST-Bank; and

WHEREAS, ST-Bank and the Subsidiary Banks constitute all of the direct or indirect banking subsidiaries of SouthTrust; and

WHEREAS, pursuant to a resolution adopted by a majority of its members, the respective Boards of Directors of ST-Bank and each of the Subsidiary Banks have approved, or will have approved prior to the Effective Time of the Bank Mergers (as defined below), and deem it advisable to consummate, the transactions provided for herein in accordance with the provisions of 12 U.S.C. § 215a and 12 U.S.C. § 215a-1; and

WHEREAS, the parties to this Agreement contemplate that the transactions set forth herein shall qualify pursuant to Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement constitutes a plan of reorganization pursuant to Section 368 of the Code;

NOW, THEREFORE, in consideration of the foregoing premises and the respective covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**  
**THE MERGER**

1.1 Merger. (a) Subject to the provisions hereof, each of the Subsidiary Banks shall be merged with and into ST-Bank (the "Bank Mergers") under the charter of ST-Bank, and ST-Bank shall be the surviving association (sometimes hereinafter referred to as the "Association" when reference is made to it after the Effective Time of the Bank Mergers (as defined below)). The name of the surviving association shall be changed to SouthTrust Bank, National Association, a national banking association, and the business of the Association shall be that of a national

be that of a national banking association. This business shall be conducted by the Association at its main office, which shall be located in Birmingham, Alabama, and at its legally established branches and at the main office and the legally established branches of each of the Subsidiary Banks, each of which shall become branches of the Association upon the Effective Time of the Bank Mergers.

(b) The Bank Mergers shall become effective as specified in the merger approval issued by the Comptroller of the Currency (the "Effective Time of the Bank Mergers").

1.2 Effect of Merger. At the Effective Time of the Bank Mergers, each of the Subsidiary Banks shall be merged with and into ST-Bank and the separate existence of each of the Subsidiary Banks shall cease. All of the shares of capital stock of each of the Subsidiary Banks issued and outstanding as of the Effective Time of the Bank Mergers and all rights in respect thereof, shall be canceled and no consideration will be paid therefor. The shares of capital stock of ST-Bank outstanding immediately prior to consummation of the Bank Mergers shall constitute the only outstanding shares of capital stock of the Association following consummation of the Bank Mergers.

1.3 Conveyance. At the Effective Time of the Bank Mergers, each of the Subsidiary Banks shall be merged with and into ST-Bank and the separate existence of each of the Subsidiary Banks shall cease. The Association shall have all the rights, privileges, immunities, and powers and shall be subject to all the duties and liabilities of a banking association organized under the National Bank Act and shall thereupon and thereafter possess all other privileges, immunities, and franchises of a private, as well as of a public nature, of each of the merging institutions. All property (real, personal, and mixed) and all debts on whatever account, including subscriptions to shares, and all other choses in action, all and every other interest, of or belonging to or due to each of the merging institutions so merged, shall be taken and deemed to be transferred to and vested in the Association without further act or deed. The title to any real estate, or any interest therein, vested in any of the merging institutions shall vest in the Association and shall not be in any way impaired by reason of the Bank Mergers. The Association shall thenceforth be responsible and liable for all the liabilities and obligations of each of the merging institutions so merged; and any claim existing or action or proceeding pending by or against any of the merging institutions may be prosecuted as if the Bank Mergers had not taken place or the Association may be substituted in its place. Neither the rights of creditors nor any liens upon the property of any merging institutions shall be impaired by the Bank Mergers.

1.4 Board of Directors; Articles of Association; Bylaws. The present Board of Directors of ST-Bank shall continue to serve as the Board of Directors of the Association until the next annual meeting or until such time as their successors have been elected and have qualified. At the Effective Time of the Bank Mergers, the Articles of Association and the Bylaws of the Association shall be the Articles of Association and Bylaws of ST-Bank as amended and restated to read in form as attached hereto as Exhibit B and Exhibit C.

## ARTICLE II CAPITALIZATION

2.1 Capitalization of ST-Bank and the Subsidiary Banks. As of December 31, 1996, ST-Bank had total capital of \$856,447,000 consisting of total capital stock of \$9,006,000 divided into 1,020,000 shares of common stock, each of \$8.83 par value, surplus of \$182,284,000, undivided profits of \$671,090,000 and unrealized losses on securities available for sale of (\$5,933,000). As of December 31, 1996, each of the Subsidiary Banks had the capital structure set forth on Exhibit D hereto.

2.2 Capitalization of the Association. The amount of capital stock of the Association shall be \$9,006,000 divided into 1,020,000 shares of common stock, each of \$8.83 par value, and immediately after the consummation of the Bank Mergers, the Association shall have surplus of \$846,623,000, undivided profits of \$995,320,000 and unrealized losses on securities available for sale of (\$9,445,000), which when combined with the capital stock and surplus will be equal to the combined capital structures of each of the Subsidiary Banks and ST-Bank as stated in Section 2.1 hereof, adjusted however, for the normal net earnings, payment of dividends, contributions to capital and changes in the market value, net of tax, of securities available for sale, between December 31, 1996, and the Effective Time of the Bank Mergers and goodwill transferred to the Association from SouthTrust in accordance with OCC-B-94-23, "Push Down Accounting."

## ARTICLE III COVENANTS

3.1 Covenants of ST-Bank and the Subsidiary Banks. During the period from the date of this Agreement and continuing until the Effective Time of the Bank Mergers, each of the parties hereto agrees, unless otherwise consented to by SouthTrust, not to declare or pay any dividend to its shareholders, nor dispose of any of their respective assets in any other manner except in the normal course of business and for adequate value. Each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

## ARTICLE IV CONDITIONS PRECEDENT

4.1 Conditions to Each Party's Obligation to Effect the Bank Mergers. The respective obligations of each party to effect the Bank Mergers shall be subject to the satisfaction prior to the Effective Time of the Bank Mergers of the following conditions:

(a) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction, or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Bank Mergers shall be in effect. There shall not be any action taken, or any statute, rule, regulation, or order enacted, enforced, or deemed applicable to the Bank Mergers, which makes the consummation of the Bank Mergers illegal as of the Effective Time of the Bank Mergers.

(b) Shareholder Approval. The sole shareholder of each of the parties hereto shall have voted affirmatively to approve the Bank Mergers in accordance with 12 U.S.C. § 215a and other applicable laws, and all required notices for the taking of such votes, if any, shall have been timely given or waived in accordance with applicable law.

(c) Other Approvals. All requisite regulatory approvals relating to the Bank Mergers, including without limitation, approval of the OCC, shall have been obtained and continue to be in full force and effect, and all waiting and notice periods under applicable law shall have expired.

## ARTICLE V TERMINATION AND AMENDMENT

5.1 Termination. This Agreement may be terminated by the unilateral action of the Board of Directors of any party hereto in the event that any of the conditions set forth in Section 4.1 above have not been met or satisfied, or by mutual consent of the parties hereto at any time prior to the Effective Time of the Bank Mergers.

5.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 5.1 hereof, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of ST-Bank or any of the Subsidiary Banks or their respective officers or directors.

5.3 Amendment. This Agreement may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

## ARTICLE VI GENERAL PROVISIONS

6.1 Nonsurvival of Agreements. None of the agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time of the Bank Mergers.

6.2 Interpretation. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

6.3 Counterparts. This Agreement may be executed in several counterparts, all of which shall be considered one and the same agreement and shall become effective when such counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

6.4 Entire Agreement. This Agreement (including the documents and the instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

6.5 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties hereto.

IN WITNESS WHEREOF, the signatures and seals of the parties hereto as of the day and year first above written, each set by its president or a vice president and attested to by its cashier or secretary, pursuant to a resolution of its board of directors, acting by a majority.

[The remainder of this page is intentionally left blank.]

SOUTHTRUST BANK OF ALABAMA,  
NATIONAL ASSOCIATION  
(TO BE RENAMED SOUTHTRUST BANK,  
NATIONAL ASSOCIATION IMMEDIATELY  
AT THE EFFECTIVE  
TIME OF BANK MERGERS)

By Julian W. Banton  
Its CEO, Chairman & President

ATTEST:

By Frances L. Sanders  
Its Secretary

(Seal of Bank)

STATE OF ALABAMA )  
 ) SS:  
COUNTY OF JEFFERSON )

On this 21st day of April, 1997, before me, a notary public for this state and county, personally came Julian W. Banton, as <sup>CEO, Chairman &</sup> President, and Frances L. Sanders, as Secretary, of SouthTrust Bank of Alabama, National Association, and each in his/her said capacity acknowledged this instrument to be the act and deed of the bank and the seal affixed to it to be its Seal.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Geoffrey O. B. [Signature]  
Notary Public  
My commission expires 9/17/97

SOUTHTRUST BANK OF  
SOUTH MISSISSIPPI

By: Jerry R. Richards  
Its: Chairman/CEO/President

ATTEST:

By: William G. Buckner  
Its: Executive Vice President

(Seal of Bank)

STATE OF Mississippi )  
 ) SS:  
COUNTY OF Harrison )

On this 15th day of April, 1997, before me, a notary public for this state and county, personally came Jerry R. Richards, as President/CEO, and William G. Buckner, as Executive VP, of SouthTrust Bank of South Mississippi, and each in his/her said capacity acknowledged this instrument to be the act and deed of the bank and the seal affixed to it to be its Seal.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Howard Lynn Mathison  
Notary Public NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.  
MY COMMISSION EXPIRES: July 10, 1999.  
My commission expires PRODUCED THROUGH NOTARY PUBLIC UNDERWRITERS.



SOUTHTRUST BANK OF TENNESSEE,  
NATIONAL ASSOCIATION

By: Jerry W. Ginn  
Its: Executive Vice Pres.

ATTEST:

By: [Signature]  
Its: [Signature]

(Seal of Bank)

STATE OF TENNESSEE )  
 ) SS:  
COUNTY OF DAVIDSON )

On this 21<sup>st</sup> day of April, 1997, before me, a notary public for this state and county, personally came JERRY CRIGGER, as EVP, and JOEL SULLIVAN, as SVP, of SouthTrust Bank of Tennessee, National Association, and each in his/her said capacity acknowledged this instrument to be the act and deed of the bank and the seal affixed to it to be its Seal.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

[Signature]  
Notary Public  
My commission expires SEPT. 23, 2000

SOUTHTRUST BANK OF FLORIDA  
NATIONAL ASSOCIATION

By: Jeffrey S. Waters  
Its: Vice President

ATTEST:

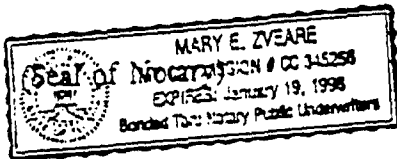
By: Roger G. Clarke  
Its: Secretary

(Seal of Bank)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 16th day of April, 1997, before me, a notary public for this state and county, personally came Roger G. Clarke, as Secretary, and Jeffrey S. Waters, as Vice President, of SouthTrust Bank of Florida, National Association, and each in his/her said capacity acknowledged this instrument to be the act and deed of the bank and the seal affixed to it to be its Seal.

WITNESS my official seal and signature this day and year.



Mary E. Zveare  
Notary Public  
My commission expires January 19, 1998

SOUTHTRUST BANK OF  
NORTHWEST FLORIDA

By: [Signature]  
Its: Chief Executive Officer and Chairman

ATTEST

By: Vicky Isaacs  
Its: Secretary

(Seal of Bank)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF JACKSON )

On this 26TH day of MARCH, 1997, before me, a notary public for this state and county, personally came LEE E. MONCRIEF, as CEO/CHAIRMAN, and VICKY ISAACS, as SECRETARY, of SouthTrust Bank of Northwest Florida, and each in his/her said capacity acknowledged this instrument to be the act and deed of the bank and the seal affixed to it to be its Seal.

WITNESS my official seal and signature this day and year.



[Signature]  
Notary Public  
My commission expires May 18, 1997



SOUTHTRUST BANK OF  
RUSSELL COUNTY

By: Mitchell W. Hunt, Jr.  
Its: Chairman/CEO

ATTEST:  
By: Dennis L. Kendrick  
Its: EVP/Cashier

(Seal of Bank)

STATE OF Georgia )  
 ) SS:  
COUNTY OF Muscogee )

On this 15th day of April, 1997, before me, a notary public for this state and county, personally came Mitchell W. Hunt, Jr., as Chairman/CEO, and Dennis L. Kendrick, as EVP/Cashier, of SouthTrust Bank of Russell County, and each in his/her said capacity acknowledged this instrument to be the act and deed of the bank and the seal affixed to it to be its Seal.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Peggi A. Cilio  
Notary Public Peggi A. Cilio  
My commission expires My Commission Expires June 4th, 1999





SOUTHTRUST BANK OF  
SOUTH CAROLINA,  
NATIONAL ASSOCIATION

By: John G. Chapman  
Its: Senior Vice President & Cashier

ATTEST:

Judy S. Blich  
By Judy S. Blich  
Its Assistant Vice President

(Seal of Bank)

STATE OF South Carolina )  
 ) SS:  
COUNTY OF Charleston )

On this 15 day of April, 1997, before me, a notary public for this state and county, personally came John G. Chapman, as Senior Vice President and Judy S. Blich, as Asst. Vice Pres. of SouthTrust Bank of South Carolina, National Association, and each in his/her said capacity acknowledged this instrument to be the act and deed of the bank and the seal affixed to it to be its Seal.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Joseph P. Zylstra, Jr.  
Notary Public NOTARY PUBLIC FOR SOUTH CAROLINA  
My commission expires \_\_\_\_\_ My Commission expires May 15, 2000



EXHIBIT A

Subsidiary Banks

SouthTrust Bank of South Mississippi  
SouthTrust Bank of Tennessee, National Association  
SouthTrust Bank of Florida, National Association  
SouthTrust Bank of Northwest Florida  
SouthTrust Bank of Georgia, National Association  
SouthTrust Bank of Russell County  
SouthTrust Bank of Columbus, National Association  
SouthTrust Bank of North Carolina  
SouthTrust Bank of South Carolina, National Association

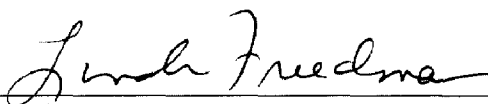
**CERTIFICATE OF EXPRESS MAILING**

I hereby certify that the correspondence listed below is being deposited with the United States Postal Service with sufficient postage as U.S. Express Mail No. EV193763456US in an envelope addressed to: Box Assignment, Fee, Director - United States Patent and Trademark Office, Washington, D.C. 20231, on April 21, 2003.

1. Cover Letter (2 pages, including this page)
2. Recordation Form Cover Sheet for Merger/Name Change with attachments (18 pages)
3. Recordation Form Cover Sheet for Conversion to State Banking Corporation with attachments (10 pages)
4. Two Checks (\$90 each)
5. Return Post Card

April 21, 2003

Date



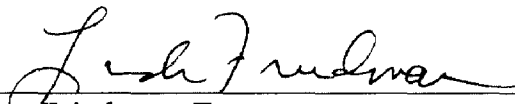
Linda A. Friedman, Esq.

**AUTHORIZATION TO CHARGE DEPOSIT ACCOUNT**

If, after processing the enclosed two checks in the amount of \$90.00 each, any charges, fees, or sums due remain unpaid in connection with this correspondence, I hereby authorize the Commissioner of Patents and Trademarks to charge all such remaining fees, charges, and other sums due to Deposit Account Number 50-0954.

April 21, 2003

Date



Linda A. Friedman, Esq.

Authorized User of Deposit Account 50-0954



Comptroller of the Currency  
Administrator of National Banks

Southeastern District  
Marquis One Tower, Suite 600  
245 Peachtree Center Ave., N.E.  
Atlanta, Georgia 30303

June 2, 1997

Anitta Pross  
Senior Administrative Officer  
SouthTrust Corporation  
P. O. Box 2554  
Birmingham, Alabama 35290

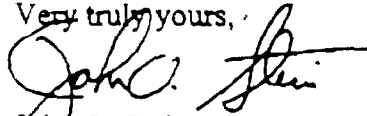
Re: 97-SE-02-0019 SouthTrust Bank, National Association  
Birmingham, Alabama

Dear Ms. Pross:

This letter is the official certification of the Comptroller of the Currency (OCC) to merge SouthTrust Bank of South Mississippi, Biloxi, Mississippi, SouthTrust Bank of North Carolina, Charlotte, North Carolina, SouthTrust Bank of Northwest Florida, Marianna, Florida, SouthTrust Bank of Russell County, Phenix City, Alabama, SouthTrust Bank of Florida, National Association, St. Petersburg, Florida, SouthTrust Bank of Georgia, National Association, Atlanta, Georgia, SouthTrust Bank of Columbus, National Association, Columbus, Georgia, SouthTrust Bank of Tennessee, National Association, Nashville, Tennessee, and SouthTrust Bank of South Carolina, National Association, Charleston, South Carolina, into SouthTrust Bank of Alabama, National Association, Birmingham, Alabama, effective as of **June 2, 1997**. The resulting bank title is *SouthTrust Bank, National Association*, charter number **14569**, with its head office to be located in *Birmingham, Alabama*.

This is also the official OCC authorization given to *SouthTrust Bank, National Association* to operate the target institution's former head offices and their branches as branches. Enclosed is a listing of the newly authorized branches and their assigned OCC branch numbers.

Very truly yours,



John O. Stein  
Corporate Manager

Enclosure

TRADEMARK