

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	MERGER
-----------------------	--------

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FloridaFirst Bank	First Federal Savings and Loan Association of Florida	05/14/2004	Federally Chartered Corporation: UNITED STATES

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SouthTrust Bank
<b>Street Address:</b>	420 North 20th Street
<b>City:</b>	Birmingham
<b>State/Country:</b>	ALABAMA
<b>Postal Code:</b>	35203
<b>Entity Type:</b>	CORPORATION: ALABAMA

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2388849	FLORIDAFIRST BANK

<b>CORRESPONDENCE DATA</b>	
Fax Number:	(205)488-6369
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	205-521-8369
Email:	njohnson@bradleyarant.com
Correspondent Name:	Nathan W Johnson
Address Line 1:	1819 Fifth Avenue North
Address Line 4:	Birmingham, ALABAMA 35203-2104

<b>NAME OF SUBMITTER:</b>	Nathan W. Johnson
---------------------------	-------------------

Total Attachments: 12  
 source=assgn3#page1.tif  
 source=assgn3#page2.tif  
 source=assgn3#page3.tif  
 source=assgn3#page4.tif  
 source=assgn3#page5.tif  
 source=assgn3#page6.tif

OP \$40.00 2388849

source=assgn3#page7.tif  
source=assgn3#page8.tif  
source=assgn3#page9.tif  
source=assgn3#page10.tif  
source=assgn3#page11.tif  
source=assgn3#page12.tif

**FILED IN OFFICE**

**MAY 14 2004**

**ARTICLES OF MERGER**

**SECRETARY OF STATE**

*Effective 4:10 P.M.*

**Of**

**FLORIDAFIRST BANK**

**into**

**SOUTHTRUST BANK**

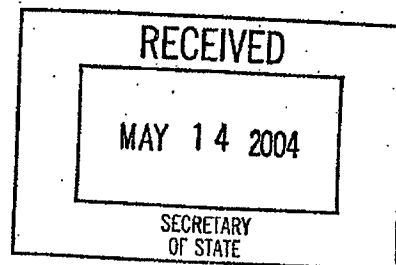
Pursuant to Sections 10-2B-11.05 and 10-2B-11.07 of the Alabama Business Corporation Act, as amended (the "ABCA"), and with the effect provided in Section 10-2B-11.06 of the ABCA, the undersigned entity adopts and delivers for filing the following Articles of Merger for the purpose of merging FloridaFirst Bank, a federal savings bank ("FloridaFirst Bank"), with and into SouthTrust Bank, an Alabama banking corporation ("SouthTrust"), with the surviving corporation named "SouthTrust Bank" (the "Merger"):

**FIRST:** The laws of the State of Alabama and of the United States permit the Merger.

**SECOND:** The Subsidiary Banks Agreement and Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A was approved by the directors and sole shareholder of FloridaFirst Bank in the manner prescribed by the laws of the United States, and by the directors and the sole shareholder of SouthTrust in the manner prescribed by the ABCA.

**THIRD:** As to each of the parties to the Plan of Merger, the number and designation of shares of capital stock outstanding and entitled to vote as a class or otherwise on the Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>Shares Entitled to Vote as a Class</u>		
	<u>Number of Shares Outstanding</u>	<u>Designation of Class</u>	<u>Number of Shares</u>
FloridaFirst Bank	100,000	Common	100,000
SouthTrust Bank	1,020,000	Common	1,020,000



FOURTH: As to each of the parties to the Plan of Merger, the total number of shares voted for and against the Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>Number of Shares</u>	
	<u>Voted For</u>	<u>Voted Against</u>
FloridaFirst Bank	100,000	0
SouthTrust Bank	1,020,000	0

FIFTH: In accordance with Section 10-2B-11.05 of the ABCA, the Articles of Incorporation of SouthTrust Bank are filed with the Judge of Probate, Jefferson County, Alabama.

SIXTH: The effective date and time of these Articles of Merger is May 14, 2004 at 4:10 p.m., Birmingham, Alabama time.

[Signature follows on next page.]

DATED as of the 14th day of May, 2004.

**SOUTHTRUST BANK**

By: Alton E. Yother  
Alton E. Yother  
Its Executive Vice President

**Exhibit A**

**Plan of Merger**

## SUBSIDIARY BANKS AGREEMENT AND PLAN OF MERGER

THIS SUBSIDIARY BANKS AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of this 18<sup>th</sup> day of February, 2004 between FLORIDAFIRST BANK, a federally chartered savings bank ("FF-Bank"), a wholly owned subsidiary of FLORIDAFIRST BANCORP, INC., a Florida corporation ("FloridaFirst"), and SOUTHTRUST BANK, an Alabama banking corporation ("ST-Bank") and a wholly owned subsidiary of SOUTHTRUST OF ALABAMA, INC., an Alabama corporation ("ST-Sub"), which is in turn a wholly owned subsidiary of SOUTHTRUST CORPORATION, a Delaware corporation ("SouthTrust").

### WITNESSETH:

WHEREAS, the Boards of Directors of ST-Sub, SouthTrust and FloridaFirst have approved, and deem it advisable and in the best interests of their respective shareholders to consummate, the transactions set forth in the Agreement and Plan of Merger dated as of February 4, 2004, among ST-Sub and FloridaFirst, and joined in by SouthTrust (the "Merger Agreement"), pursuant to which FloridaFirst will be merged with and into ST-Sub (the "Merger");

WHEREAS, the Boards of Directors of FF-Bank and ST-Bank have approved, and deem it advisable to consummate, the transactions provided for herein pursuant to which FF-Bank will merge with and into ST-Bank, subject to and as soon as practicable following the consummation of the Merger; 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 and the respective covenants and agreements set forth herein and in the Merger Agreement, the parties hereto agree as follows:

### ARTICLE 1 THE MERGER

1.1 Merger. (a) Subject to the provisions hereof, FF-Bank shall be merged with and into ST-Bank (the "Bank Merger") under the Articles of Incorporation of ST-Bank and applicable law, and ST-Bank shall be the surviving corporation (sometimes hereinafter referred to as the "Corporation" when reference is made to it after the Effective Time of the Bank Merger (as defined below)). The name of the Corporation shall be SouthTrust Bank, and the business of the Corporation shall be that of an Alabama banking corporation, including, without limitation the exercise of trust powers. This business shall be conducted by the Corporation at its main

1/1132981.2

office, which shall be located in Birmingham, Alabama and at its legally established branches and trust service offices, the locations of which shall be the same as the existing branches and trust service offices of FF-Bank and ST-Bank.

(b) The Bank Merger shall occur immediately following the consummation of the Merger (the "Effective Time of the Bank Merger"), or at such other date and time as ST-Bank and FF-Bank may mutually designate; provided, however, that the Bank Merger shall not occur and shall not be effective unless and until approved by the Board of Governors of the Federal Reserve System, the Alabama State Banking Department and the Office Thrift Supervision.

1.2 Effect of Merger. At the Effective Time of the Bank Merger, FF-Bank shall be merged with and into ST-Bank and the separate existence of FF-Bank shall cease. All of the shares of capital stock of FF-Bank issued and outstanding as of the Effective Time of the Bank Merger, and all rights in respect thereof, shall be canceled. The shares of capital stock of ST-Bank outstanding immediately prior to consummation of the Bank Merger shall constitute the only outstanding shares of capital stock of the Corporation following consummation of the Bank Merger.

1.3 Conveyance. All assets of FF-Bank and ST-Bank as they exist at the Effective Time of the Bank Merger shall pass to, and vest in, the Corporation without any conveyance or other transfer. The Corporation shall be responsible for all the liabilities of every kind and description of each of ST-Bank and FF-Bank existing as of the Effective Time of the Bank Merger, including the liabilities arising from the operation of a trust department, and including the liabilities arising from the liquidation account of FF-Bank.

1.4 Board of Directors and Officers; Articles of Incorporation; Bylaws. The current Board of Directors and Officers of ST-Bank shall continue to serve as the Board of Directors and Officers of the Corporation until the next annual meeting or until such time as their successors have been elected and have qualified. Effective as of the Effective Time of the Bank Merger, the Articles of Incorporation and the Bylaws of the Corporation shall be the Articles of Incorporation and Bylaws of ST-Bank as in effect immediately prior to the Bank Merger.

1.5 Savings Accounts. From and after the Effective Time of the Bank Merger, savings accounts of the Corporation shall be issued in a manner consistent with the issuance of savings accounts by ST-Bank prior to the Effective Time of the Bank Merger.

1.6 Assumption of Liquidation Account. At and after the Effective Time of the Bank Merger, the Corporation shall assume the obligations of FF-Bank with respect to the liquidation account established and then existing on the books and records of FF-Bank for the benefit of certain eligible depositors of FF-Bank, and the Corporation shall maintain such liquidation account to the extent and in the manner required by the regulation of the Office of Thrift Supervision set forth at 12 C.F.R. § 563b.450 *et. seq.* as the same shall be supplemented or amended from time to time.



## ARTICLE 2 CAPITALIZATION

2.1 Capitalization of FF-Bank and ST-Bank. As of December 31, 2003, FF-Bank had total capital of \$85,139,000 divided into 100,000 shares of common stock, par value \$0.10 per share, surplus of \$29,651,000, retained earnings of \$58,964,000 and accumulated other comprehensive income of \$(3,486,000). As of December 31, 2003, ST-Bank had total capital of \$4,334,490,600 divided into 1,020,000 shares of common stock, each of \$8.83 par value, surplus of \$2,214,559,000, retained earnings of \$1,978,824,000, and accumulated other comprehensive income of \$132,101,000.

2.2 Capitalization of Corporation. The amount of capital stock of the Corporation shall be \$9,006,600, divided into 1,020,000 shares of Common Stock, each of \$8.83 par value.

## ARTICLE 3 COVENANTS

3.1 Covenants of FF-Bank and ST-Bank. During the period from the date of this Agreement and continuing until the Effective Time of the Bank Merger, each of FF-Bank and ST-Bank agrees to observe and perform all agreements and covenants in the Merger Agreement that pertain or are applicable to FF-Bank and ST-Bank, respectively. 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, subject to and in accordance with the applicable provisions of the Merger Agreement.

## ARTICLE 4 CONDITIONS PRECEDENT

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

(a) Effective Time of the Merger. The Effective Time of the Merger (as defined in the Merger Agreement) shall have occurred.

(b) 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 Merger 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 Merger, which makes the consummation of the Bank Merger illegal as of the Effective Time of the Bank Merger.

(c) Shareholder Approval. The sole shareholder of ST-Bank and the sole shareholder of FF-Bank each shall have voted affirmatively to approve the Bank Merger.

(d) Other Approvals. All requisite regulatory approvals relating to the Bank Merger 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 5 TERMINATION AND AMENDMENT

5.1 Termination. This Agreement shall be terminated immediately and without any action on the part of FF-Bank or ST-Bank upon any termination of the Merger Agreement.

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 FF-Bank or ST-Bank 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 6 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 Merger.

6.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (with confirmation) or mailed by registered or certified mail (return receipt requested) to FF-Bank or ST-Bank, respectively, at the addresses for notices to FloridaFirst or SouthTrust, respectively, as set forth in the Merger Agreement, with copies to the persons referred to therein.

6.3 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."

6.4 Counterparts. This Agreement may be executed in two counterparts, both of which shall be considered one and the same agreement and shall become effective when both

counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.

6.5 Entire Agreement. Except as otherwise set forth in the Merger 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. This Agreement shall be subject to the terms and conditions of the Merger Agreement.

6.6 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 party.

[Signatures on the following page]

<sup>th</sup> IN WITNESS WHEREOF, the signatures and seals of FF-Bank and ST-Bank this  
18 day of February, 2004, 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.

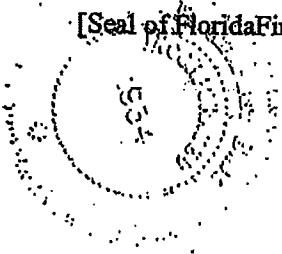
FLORIDAFIRST BANK

By: *Gregory C. Wilkes*  
GREGORY C. WILKES  
Its PRESIDENT & CEO

Attest:

*Charles W. Caldwell*  
Cashier - Asst. SECRETARY

[Seal of FloridaFirst Bank]



SOUTHTRUST BANK

By: *Edison K. Woodie III*  
EDISON K. WOODIE III  
Its VICE PRESIDENT

Attest:

*Gregory Kenneth*  
Assistant Secretary

[Seal of ST-Bank]

1/1132981.2

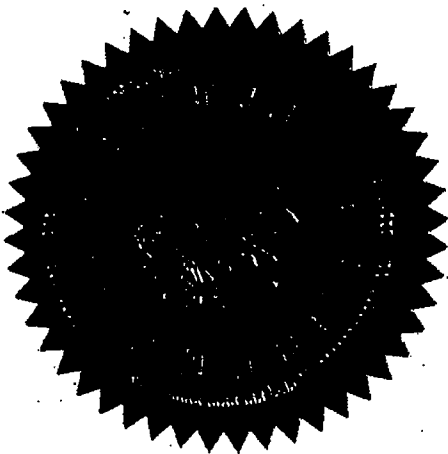
SUPERINTENDENT OF BANKS  
STATE OF ALABAMA  
MONTGOMERY, ALABAMA

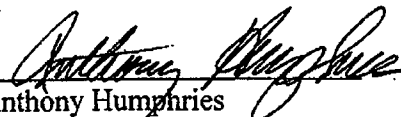
**CERTIFICATE OF APPROVAL OF BANK MERGER**

WHEREAS, satisfactory evidence has been presented to the Superintendent of Banks of the State of Alabama, showing that all requisite legal and corporate actions have been taken by SouthTrust Bank, located at Birmingham, Alabama, and FloridaFirst Bank, located at Lakeland, Florida, in accordance with the Alabama Interstate and International Bank Act of 1995, to merge those two banks in accordance with their Plan of Merger dated February 18, 2004, the continuing bank to operate under the Articles of Incorporation of SouthTrust Bank and title of SouthTrust Bank; said merger is to become effective upon the filing of this Certificate of Approval and Articles of Merger with the Secretary of State of Alabama.

NOW, THEREFORE, IT IS HEREBY FOUND that the merger would be for the best interest of the institutions affected and IT IS HEREBY CERTIFIED that the entire proceedings of the merger are approved in all respects on this 20<sup>th</sup> day of April 2004.

IN TESTIMONY WHEREOF, WITNESS my signature and the official seal of the Superintendent of Banks on this 20<sup>th</sup> day of April 2004.



  
Anthony Humphries  
Superintendent of Banks

DATE OF APPROVAL  
APR 20 2004

OFFICE OF THE SUPERINTENDENT OF BANKS  
STATE OF ALABAMA  
MONTGOMERY, ALABAMA

DATE

Secretary of State  
Office of The Secretary of State

I hereby certify that this is a  
true and correct copy of the  
document(s) filed in this office  
and certificate issued by this  
office on MAY 17 2004  
DATE MAY 14 2004

*[Handwritten Signature]*  
Secretary of State