

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Local Oklahoma Bank

- Individual(s)
- General Partnership
- Corporation-State
- Other State banking association
- Association
- Limited Partnership

Citizenship (see guidelines) Oklahoma

Execution Date(s) 06/18/2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: International Bank of Commerce

Internal Address: _____

Street Address: 1200 San Bernardo

City: Laredo

State: Texas

Country: USA Zip: 78040

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other association Citizenship Texas

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2200999

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

FREEBEE

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

Name: Courtenay B. Allen

Internal Address: _____

Cox Smith Matthews Incorporated

Street Address: 112 East Pecan Street
Suite 1800

City: San Antonio

State: TX Zip: 78205

Phone Number: 210-554-5389

Fax Number: 210-226-8395

Email Address: cballen@coxsmith.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 03-3483
Authorized User Name C. Allen

9. Signature: Court B. Allen

Signature

10-20-2004

Date

Courtenay B. Allen

Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 033483 2200999



THE STATE OF TEXAS
TEXAS DEPARTMENT OF BANKING

CERTIFICATE OF MERGER

The undersigned, as the Director of Corporate Activities, hereby certifies that the attached Articles of Merger of

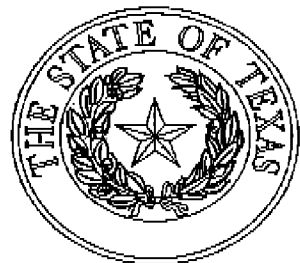
Local Oklahoma Bank
Oklahoma City, Oklahoma
Oklahoma State Banking Association
with and into
International Bank of Commerce
Laredo, Texas
State Banking Association
Charter Number 2349-16

have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, acting for the Banking Commissioner, and by virtue of the authority vested in the Banking Commissioner by law, hereby issues this Certificate of Merger.

Issuance of this Certificate of Merger does not authorize the use of a corporate name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Effective: June 18, 2004, at 6:01 p.m., Central Time





Lynda Drake
Director of Corporate Activities

APPROVED
STATE OF TEXAS
Department of Banking
Effective

ARTICLES OF MERGER
OF
LOCAL OKLAHOMA BANK
Oklahoma City, Oklahoma,
an Oklahoma State Banking Association

JUN 18 2004


COMMISSIONER

WITH and INTO
INTERNATIONAL BANK OF COMMERCE,
Laredo, Texas,
a Texas State Banking Association

Pursuant to the provisions of Sections 32.301 and 32.008 of the Texas Finance Code and Article 5.04 of the Texas Business Corporation Act, the undersigned financial institutions (the "Merging Parties") certify the following articles of merger adopted for the purpose of effecting a merger in accordance with the provisions of Section 32.301 of the Texas Finance Code and Part Five of the Texas Business Corporation Act.

1. The name of each of the financial institutions that are a party to the plan of merger, the type of such financial institution, and the laws under which such financial institutions are organized are as follows:

<u>Name of Financial Institution</u>	<u>Type of Entity</u>	<u>Organized Under Laws of</u>
International Bank of Commerce, Laredo, Texas ("IBOC")	state banking association	Texas
Local Oklahoma Bank, Oklahoma City, Oklahoma ("Local")	state banking association	Oklahoma

2. An agreement and plan of merger (the "Plan of Merger") was approved and adopted in accordance with the provisions of Article 5.03 of the Texas Business Corporation Act providing for the merger of Local with and into IBOC, and resulting in IBOC being the surviving financial institution in the merger.

3. An executed copy of the Plan of Merger is on file at the principal place of business of IBOC, 1200 San Bernardo, Laredo, Texas 78040, and a copy of the Plan of Merger will be furnished by such entity, on written request and without cost, to any shareholder of each domestic financial institution, corporation, or other entity that is a party to or created by the Plan of Merger and to any creditor or obligee of the parties to the merger at the time of the merger if such obligation is then outstanding.

4. The Articles of Association of IBOC as in effect at the effective time of the merger, a copy of which is attached hereto as Exhibit A, shall be the articles of association of the surviving financial institution. No amendments or changes to the Articles of Association of the surviving financial institution are desired to be effected by the merger.

5. No new domestic financial institution, corporation or other entity will be created pursuant to the Plan of Merger.

6. As to each of the listed merging parties, the approval of whose shareholders is required, the number of outstanding shares of each class or series of stock of such merging party entitled to vote, with other shares or as a class, on the Plan of Merger are as follows:

<u>Name of Merging Party</u>	<u>Number of Shares Outstanding</u>	<u>Class</u>
IBOC	1,393,492	Common
Local	200,000	Common

No shares of either of the merging parties are entitled to vote as a class on the Plan of Merger.

7. As to IBOC, the holder of all of the issued and outstanding shares of capital stock of IBOC has signed a written consent approving the Plan of Merger in accordance with the provisions of Article 9.10 of the Texas Business Corporation Act.

8. As to Local, the holder of all the issued and outstanding shares of capital stock of Local has signed a written consent approving the Plan of Merger in accordance with the provisions of the Oklahoma Business Corporation Act.

9. The Plan of Merger and the performance of its terms were duly authorized by all action required by the laws under which each corporation or other entity that is a party to the merger was incorporated or organized and by its constituent documents.

10. The surviving state financial institution will be responsible for the payment of all fees and franchise taxes of each of each merging party and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

11. The merger will become effective on June 18, 2004, at 6:01 p.m., Central Time, in accordance with the provisions of Article 10.03 of the Texas Business Corporation Act.

[Remainder of this page intentionally left blank.]

Dated: June 18, 2004.

INTERNATIONAL BANK OF COMMERCE,
Laredo, Texas




By: _____
Dennis E. Nixon, President and
Chief Executive Officer

LOCAL OKLAHOMA BANK,
Oklahoma City, Oklahoma

By: _____
Name: _____
Title: _____

Dated: June 18, 2004.

INTERNATIONAL BANK OF COMMERCE,
Laredo, Texas

By: 
Dennis E. Nixon, President and
Chief Executive Officer

LOCAL OKLAHOMA BANK
Oklahoma City, Oklahoma

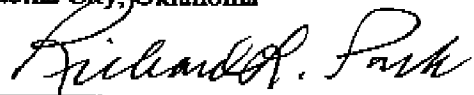
By: 
Richard L. Fark
President and Interim Chief Executive Officer

Exhibit A

Articles of Association

EXHIBIT "A"
ARTICLES OF ASSOCIATION OF
INTERNATIONAL BANK OF COMMERCE

FIRST: The name of the Corporation shall be:

International Bank of Commerce

SECOND: It shall be located at, and its place of business shall be in the City of Laredo, County of Webb, Texas.

THIRD: The Corporation shall have the following powers:

(a) To receive time and demand deposits at interest or without interest; to lend money with or without security at interest; and to buy, sell and discount bonds, negotiable instruments and other evidences of indebtedness.

(b) To act as fiscal agent or transfer agent and in such capacity to receive and disburse money and to transfer registered and countersigned certificates of stock, bonds or other evidences of indebtedness.

(c) To act as trustee under any mortgage or bond issued and to accept and execute any trust not inconsistent with the laws of this state.

(d) To act under the order of appointment of any court of record, without giving bond, as guardian, receiver, trustee, executor, administrator and, although without general depository powers, as depository for any moneys paid into court.

(e) To purchase, invest in and sell bills of exchange, bonds, mortgages and other evidences of indebtedness, and to lend money and to charge and collect interest thereon in advance or otherwise.

(f) To receive savings deposits with or without the payment of interest.

(g) To receive time deposits with or without the payment of interest.

(h) To issue, sell and negotiate notes, bonds and other evidences of indebtedness, and, in addition, to issue and sell, for cash or on an installment basis, investment certificates, creating no relation of debtor and creditor between the Bank and the holder, to be retired solely out of specified surplus, reserves, or special retirement account, and containing such provisions relative to yield, retirement, penalties, withdrawal values and obligations of the issuing bank as may be approved by the Commissioner.

FOURTH: The amount of the Capital Stock shall be Six Million Nine Hundred Sixty-Seven Thousand Four Hundred Sixty Dollars (\$6,867,460), which shall

be divided into 1,383,492 shares of Five Dollars (\$5.00) each, all of which has been paid in cash.

FIFTH: The corporation shall exist and be in force perpetually.

SIXTH: The Board of Directors shall consist of not less than five (5) nor more than twenty-five (25) natural persons; a majority of whom shall be bona fide resident citizens of the State of Texas.

SEVENTH: To the fullest extent not prohibited by law, a director or advisory director of the Bank shall not be personally liable to the Bank or its shareholders for monetary damages for an act or omission in the Director's capacity as a director or advisory director, except for liability for: (a) a breach of the Director's duty of loyalty to the Bank or its shareholders, (b) an act or omission not in good faith that constitutes a breach of duty of the Director to the Bank or that involves intentional misconduct or a knowing violation of the law, (c) a transaction from which the Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office, and (d) an act or omission for which the liability for the Director is expressly provided by an applicable statute. If the Texas Business Corporation Act (the "TBCA"), the Texas Banking Code (the "Banking Code") or the Texas Miscellaneous Corporation Law Act (the "TMCLA") hereafter is amended to authorize further limitation of the liability of directors and advisory directors, then the liability of a director of the Bank, in addition to the limitation on the personal liability provided herein, shall be limited to the fullest extent permitted by the TBCA, as amended, the Banking Code, as amended, and/or the TMCLA, as amended. Any repeal or modification of this Article Seventh by the shareholders of the Bank shall

be prospective only, and shall not adversely affect any limitation on the personal liability of a director or advisory director at the time of such repeal or modification.

EGHTH: Any person, his heirs, executors or administrators, shall be indemnified or reimbursed by the Bank for reasonable expenses incurred in connection with any action, suit or proceeding, civil or criminal, to which he or they shall be made a party by reason of his being or having been a director, advisory director, officer or employee of the Bank; provided, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which he shall finally be adjudged to have been guilty of or liable for gross negligence, willful misconduct or criminal acts in the performance of his duties to the Bank; and provided, further, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction and the holders of record of a majority of the outstanding shares of the Bank. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, his heirs, executors or administrators may be entitled as a matter of law. The Bank, may upon an affirmative vote of a majority of its Board of Directors, purchase insurance for the purpose of indemnifying its directors, officers and employees to the extent that such indemnification is allowed under this Article. Such insurance may, but need not be, for the benefit of all directors, advisory directors, officers or employees.