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10-14-2004

RE

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

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECOF  
TR



102858405

To the Director of the U. S. Patent and Tradem.

Record the attached documents or the new address(es) below.

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

Wells Fargo Home Mortgage, Inc.

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

Citizenship (see guidelines) \_\_\_\_\_  
Execution Date(s) May 4, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: A division of Wells Fargo Bank, N.A.

Internal Address: MAC X2401-06T

Street Address: 1 Home Campus

City: Des Moines

State: Iowa

Country: United States Zip: 50328-0001

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other N.A. Citizenship

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)

See Attached Schedule B

B. Trademark Registration No.(s)

See Attached Schedule A

Additional sheet(s) attached?  Yes  No

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

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

Name: Brian J. Laurenzo

Internal Address: Dorsey & Whitney LLP

Street Address: 801 Grand, Suite 3900

City: Des Moines

State: Iowa Zip: 50309

Phone Number: (515) 283-1000

Fax Number: (515) 283-1060

Email Address: laurenzo.brian@dorsey.com

6. Total number of applications and registrations involved:

57

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 1,440

- 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 502498  
Authorized User Name Dorsey & Whitney LLP

9. Signature: Brian Laurenzo

8/26/04

Brian J. Laurenzo

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **19**

Documents to be recorded (including cover sheet) should be faxed to (703) 300-3993, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GH \$1440.00 502498 76862846

**SCHEDULE A  
REGISTERED TRADEMARKS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
3% SOLUTION	2,384,088	09/05/00
ASC AMERICA'S SERVICING COMPANY and Design	2,243,635	05/04/99
AMERICA'S MORTGAGE COMPANY and Design	2,255,958	06/22/99
BROKER'S FIRST	2,446,868	04/24/01
BUILDER BEST	2,775,980	10/21/03
BUSINESS BENEFIT ADVANTAGE	2,547,587	03/12/02
CLOSE AT HOME	2,800,073	12/30/03
CLOSING COSTSAVER	2,572,893	05/28/02
CORPORATE ADVANTAGE PROGRAM	1,840,074	06/14/94
DIRECTORS ACCEPTANCE	2,175,640	07/21/98
ESP	2,476,175	08/07/01
FIRST CLOSE GUARANTEE	2,562,238	04/16/02
FIRST HOME	2,765,870	09/16/03
FLEX/FIXED	1,662,739	10/29/91
HMAO	1,760,264	03/23/93
HOME LOAN WORKBENCH	2,848,454	06/01/04
HOMECLUB	1,865,967	12/06/94
JUST SAY YES	1,798,171	10/12/93
LEADING THE WAY HOME	2,254,438	06/15/99
LEARN & EARN	1,880,013	02/21/95

MICI	2,261,616	07/13/99
MORTGAGE EXPRESS	1,273,054	04/03/84
NORWEST MORTGAGE HOMEBUYERS CLUB	2,429,128	02/20/01
PANNING FOR GOLD	2,676,943	01/21/03
PARTNERPOWER	2,645,648	11/05/02
PARTNERS FOR CHILDREN	2,289,264	10/26/99
PERSONALIZED SOLUTIONS	2,696,030	03/11/03
PICK OF THE PROS	2,502,041	10/30/01
POWER LOCK	2,179,631	08/04/98
RAPID CLOSE	2,796,562	12/23/03
RAPID TRACK	1,940,090	12/05/95
RAPID VALUE	2,657,201	12/03/02
REACH FOR THE DREAM	1,916,796	09/05/95
SHARING ADVANTAGE	2,628,551	10/01/02
THE APPTAKER	2,067,500	06/03/97
THE EMPLOYEE MORTGAGE PROGRAM	1,964,924	04/02/96
THE EMPLOYEE MORTGAGE PROGRAM & Design	1,455,718	09/01/87
TIMESAVER	2,787,921	12/02/03
TIMESAVER ELITE	2,783,581	11/18/03
TIMESAVER PURCHASE	2,793,592	12/16/03
TIMESAVER REFI	2,543,245	02/26/02
TIMESAVER SELECT	2,783,580	11/18/03
WELLS FARGO EQUITY ENHANCEMENT PROGRAM	2,650,261	11/12/02
WELLS FARGO EXPANDED SOLUTIONS	2,709,807	04/22/03

WELLS FARGO HOME MORTGAGE	2,584,451	06/25/02
WELLS FARGO HOME MORTGAGE & Design	2,658,789	12/10/02
WELLS FARGO HOMEBUYERS CLUB	2,623,701	09/24/02
WELLS FARGO MORTGAGE RESOURCES	2,709,883	04/22/03
YOUR HOME	2,697,019	03/18/03

**SCHEDULE B**  
**PENDING APPLICATIONS**

<b><u>Trademark</u></b>	<b><u>Application No.</u></b>	<b><u>Filing Date</u></b>
HOME FOR FAMILY & FRIENDS	76/362,846	01/25/02
PARTNER PRIVILEGES	76/602,298	07/13/04
PRIORITY BUYER	76/575,433	02/12/04
RAPID REPLY	75/294,275	05/19/97
SAME CALL GUARANTEE	75/774,320	08/12/99
SINGLE SOURCE	76/254,588	05/09/01
STAGECOACH PRIORITY	76/522,349	06/05/03
YOUR HOME	76/599,370	06/24/04

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MICI	2,261,616	07/13/99
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PARTNERPOWER	2,645,648	11/05/02
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SINGLE SOURCE	76/254,588	05/09/01
STAGECOACH PRIORITY	76/522,349	06/05/03
YOUR HOME	76/599,370	06/24/04

05/10/04 11:43 FAX 6126678082

WELLS FARGO

002



Comptroller of the Currency  
Administrator of National Banks

Large Bank Licensing, MO 7-13  
250 E Street, S.W.  
Washington, DC 20219

May 10, 2004

OCC Control No. 2003-ML-12-0057

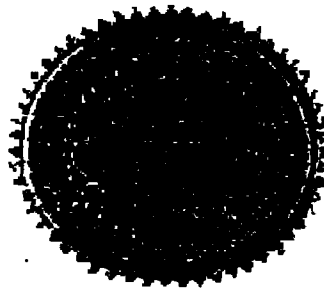
Ms. Patricia A. Ruedenberg  
Law Department/MAC N9305-170  
Wells Fargo & Company  
1700 Wells Fargo Center  
Minneapolis, Minnesota 55479

Dear Ms. Ruedenberg:

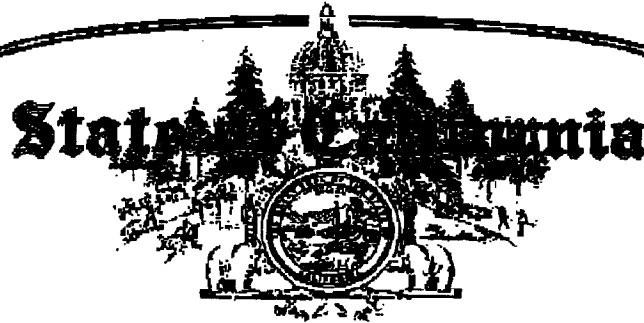
This letter is the official certification of the Comptroller of the Currency of the merger of Wells Fargo Home Mortgage, Inc., Des Moines, Iowa, into and under the charter and title of Wells Fargo Bank, National Association, Sioux Falls, South Dakota, Charter No. 1741, effective May 8, 2004.

Sincerely,

Richard T. Erb  
Licensing Manager



00737510



**SECRETARY OF STATE**

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 4 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this day of

MAY - 5 2004



*Kevin Shelley*  
Secretary of State

00737510

05/06/2004 11:56 FAX 416 393 8304

GD&amp;C S.P.#2

0002

**ENDORSED - FILED**  
 In the office of the Secretary of State  
 of the State of California

MAY - 5 2004

**AGREEMENT OF MERGER OF  
 WELLS FARGO HOME MORTGAGE, INC.  
 INTO  
 WELLS FARGO BANK, NATIONAL ASSOCIATION**

**KEVIN SHELLEY  
 Secretary of State**

THIS AGREEMENT OF MERGER (the "Agreement") entered into and to be effective on the Effective Time set forth below, is by and between Wells Fargo Home Mortgage, Inc., a California corporation ("Mortgage Company"), and Wells Fargo Bank, National Association, a national banking association ("WFB").

**WITNESSETH**

WHEREAS, Mortgage Company and WFB have entered into an agreement and plan of merger dated April 30, 2004.

WHEREAS, the Boards of Directors of each of Mortgage Company and WFB deem it advisable and in their mutual best interests and in the best interests of the shareholders of each of Mortgage Company and WFB that Mortgage Company merge (the "Merger") with and into WFB, with WFB as the surviving corporation of the Merger.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

**AGREEMENT**

1. **Merger.** Upon the Effective Time, as defined below, Mortgage Company shall be merged with and into WFB in accordance with the provisions of 12 U.S.C. § 215 *et seq.* (the "US Law") and the General Corporation Law of California, Section 1100 *et seq.* (the "CA Law"). For purposes of the US Law, the CA Law and this Agreement, WFB shall be the surviving corporation, and Mortgage Company shall be the disappearing corporation.
2. **Surviving Corporation.** Mortgage Company shall be merged with and into WFB and WFB shall be the surviving corporation (the "Surviving Corporation"). The name of the Surviving Corporation shall be Wells Fargo Bank, National Association.
3. **Effective Time.** The Merger shall become effective as prescribed by law (the "Effective Time").
4. **Compliance With the Law.** The parties shall take such steps as may be necessary under the US Law, the CA Law or otherwise to give effect to this Agreement, including the filing of a copy of this Agreement in the offices of the Secretary of State of the State of California, together with the certificates required by Section 1103 of the CA Law.

Merger CA docs - WFFHM into WFB030404FINAL

**TRADEMARK**  
 REEL: 003060 FRAME: 0736

06/05/2004 11:57 FAX 415 393 8304

GD&amp;C S.F.#2

0004

5. **Articles of Incorporation.** The Articles of Association of WFB shall not be amended as a result of the Merger and shall be the Articles of Association of the Surviving Corporation.

6. **Board of Directors.** The Board of Directors of the Surviving Corporation immediately following the Effective Time shall be those persons serving as directors of WFB as of the Effective Time until the next annual meeting of the shareholders, or until such time as their successor have been elected and have qualified.

7. **Officers.** The officers of WFB as of the Effective Time shall be the officers of the Surviving Corporation, each of whom shall hold office in accordance with the Articles of Association and Bylaws of the Surviving Corporation for the term prescribed in the Bylaws except that (i) John G. Stumpf shall be the Chairman of the Board and Carrie L. Tolstedt shall be President of the Association, (ii) each person who is now Chairman, President, Chief Executive Officer or Executive Vice President of Mortgage Company shall be elected or appointed to such officer position, if any, of the Surviving Corporation as the Board of Directors shall determine, and (iii) each person who now holds the position of Secretary, Cashier, Treasurer, Controller, or Chief Financial Officer of Mortgage Company shall relinquish such position as of the Effective Time.

8. **Effect on Outstanding Shares of Disappearing and Surviving Corporation.** At the Effective Time, all outstanding shares of common stock, no par value per share, of Mortgage Company issued and outstanding immediately prior to the Effective Time shall be cancelled without consideration and cease to exist as of the Effective Time, and no securities of the Surviving Corporation or any other corporation, or any money or property, shall be issued or transferred in exchange therefor. One shareholder owns all of the outstanding shares of Mortgage Company. At the Effective Time, the outstanding shares of WFB shall remain outstanding.

9. **Effect of Merger.** The effect of the Merger shall be as set forth in the US Law and the CA Law. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of Mortgage Company and WFB shall vest in the Surviving Corporation, and all debts, liabilities and duties of Mortgage Company and WFB shall become the debts, liabilities and duties of the Surviving Corporation.

10. **Further Assurances.** WFB shall, from time to time, take all such actions, and execute and deliver, or cause to be executed and delivered, all such instruments and documents, as WFB may deem necessary or advisable to carry out the intent and purpose of the Merger.

11. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by, and shall be construed and enforced in accordance with, the US Law.

(b) **Headings.** The headings and subheadings used in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

09/03/2004 11:07 FAX 415 383 8304

GD&amp;C S.F.#2

004

(c) **Counterpart Execution.** This Agreement may be executed in multiple counterparts with the same effect as if all parties hereto had signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one Agreement.

(d) **Severability.** In the event any provision, or portion thereof, of this Agreement is held by a court having proper jurisdiction to be unenforceable in any jurisdiction, then such portion or provision shall be deemed to be severable as to such jurisdiction (but, to the extent permitted by law, not elsewhere) and shall not affect the remainder of this Agreement, which shall continue in full force and effect. If any provision of this Agreement is held to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is necessary for it to be enforceable.

(e) **Amendments.** This Agreement may not be amended except by an instrument in writing, specifying such amendment, alteration or modification, signed by each of the parties hereto. Such amendment must occur prior to the Effective Time.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*


08/08/2004 11:55 FAX 415 393 8304

GD&C B.F.#2

006

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of May 4, 2004.

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION**

By:   
James E. Hanson  
Vice President

  
Patricia A. Rusdenberg  
Assistant Secretary

**WELLS FARGO HOME MORTGAGE, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

*[Signature Page to Agreement of Merger of  
Wells Fargo Home Mortgage, Inc. into Wells Fargo Bank, National Association.]*

05/06/2004 11:58 FAX 415 393 8304

GD&C S.F.#2

006

MAY-05-2004 WED 10:12 AM WFMH LEGAL

FAX NO.

P. 05/07

IN WITNESS WHEREOF, the parties herein have duly executed this Agreement as of May 4, 2004.

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
James E. Hanson  
Vice President

\_\_\_\_\_  
Patricia A. Ruedenberg  
Assistant Secretary

**WELLS FARGO HOME MORTGAGE, INC.**

By:   
Michael J. Field  
Executive Vice President

  
David V. Gosselin  
Assistant Secretary

*[Signature Page to Agreement of Merger of  
Wells Fargo Home Mortgage, Inc. into Wells Fargo Bank National Association.]*



05/05/2004 11:58 FAX 415 293 8384

GD&amp;C S.F.#2

0007

**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER  
OF  
WELLS FARGO BANK, NATIONAL ASSOCIATION,  
a national banking association**

We, James E. Hanson and Patricia A. Ruedenberg, do hereby certify:

1. That we are the duly elected and acting Vice President and Assistant Secretary, respectively, of Wells Fargo Bank, National Association, a national banking association (the "Corporation");
2. That the Agreement of Merger in the form attached and the terms thereof were duly approved by the board of directors of the Corporation;
3. That the Agreement of Merger in the form attached and the terms thereof were approved by the holders of 100% of the outstanding shares of the Corporation; and
4. That, as of the date hereof, Wells Fargo Bank had (i) 1,225,000 shares of preferred stock, with a par value of \$.01 per share authorized, of which no shares were outstanding, and (ii) 112,200,000 shares of common stock, with a par value of \$10 per share authorized, of which 52,015,261 shares of common stock were issued and outstanding.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

Merger CA docs - WFHM Inco WFF030604FINAL

05/05/2004 11:59 FAX 415 383 8804

GD&C S.F.#2

0008

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: May 4, 2004



James E. Hanson  
Vice President



Patricia A. Rusdenberg  
Assistant Secretary

*[Signature Page to Certificate of Approval of Agreement of Merger of  
Wells Fargo Bank National Association]*

08/08/2004 11:59 FAX 415 393 8304

CD&amp;C S.F.#2

0000

MAY-05-2004 WED 10:12 AM WFLM LEGAL

FAX NO.

P. 08/07

**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER  
OF  
WELLS FARGO HOME MORTGAGE, INC.,  
a California corporation**

We, Michael J. Held and David V. Gorscha, do hereby certify:

1. That we are the duly elected and acting Executive Vice President and Assistant Secretary of Wells Fargo Home Mortgage, Inc., a California corporation (the "Corporation");
2. That the Agreement of Merger in the form attached and the terms thereof were duly approved by the board of directors of the Corporation;
3. That the Agreement of Merger in the form attached and the terms thereof were approved by the holder of 100% of the outstanding shares of the Corporation; and
4. That, as of the date hereof, there is only one class of shares of the Corporation and the number of shares outstanding is 100.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

Merge-Agmt of Merger into WFO.doc

05/05/2004 11:59 FAX 415 388 8204

GD&C S.F.#2

0010

MAY-05-2004 WED 10:12 AM WFMH LEGAL


FAX NO.

P. 07/07

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: May 4, 2004

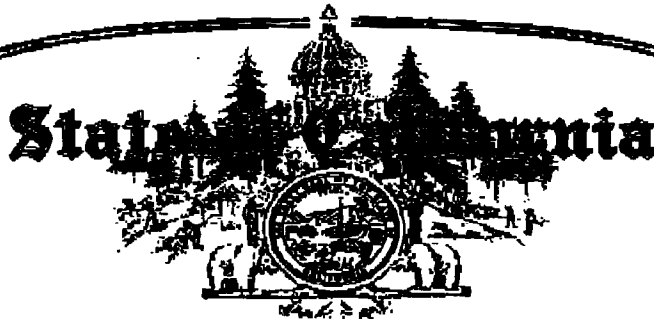
  
\_\_\_\_\_  
Michael J. Field  
Executive Vice President

  
\_\_\_\_\_  
David V. Houshe  
Assistant Secretary

*(Signature Page to Certificate of Approval of Agreement of Merger of Wells Fargo Home Mortgage, Inc., a California corporation)*



2649647



**SECRETARY OF STATE**

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

**MAY - 5 2004**



*Kevin Shelley*  
 Secretary of State

2649647

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

**STATEMENT AND DESIGNATION  
BY FOREIGN CORPORATION**

MAY - 4 2004

**KEVIN SHELLEY**  
Secretary of State

Wells Fargo Bank, National Association

(Name of Corporation)

\_\_\_\_\_ , a corporation organized and existing under the  
laws of the United States of America , makes the following statements and designation:  
(State or Place of Incorporation)

- 1. The address of its principal executive office is \_\_\_\_\_  
101 North Phillips Avenue, Sioux Falls, South Dakota 57104
- 2. The address of its principal office in the State of California is \_\_\_\_\_  
484 California Street, San Francisco, California 94163

**DESIGNATION OF AGENT FOR SERVICE OF PROCESS IN THE STATE OF CALIFORNIA**  
(Complete either Item 3 or Item 4.)

3. (Use this paragraph if the process agent is a natural person.)  
\_\_\_\_\_ is a natural person residing in the State of  
California, whose complete address is \_\_\_\_\_

\_\_\_\_\_ is designated as agent upon whom process directed to  
this corporation may be served within the State of California, in the manner provided by law.

4. (Use this paragraph if the process agent is a corporation.)  
Corporation Service Company which will do business in California as \_\_\_\_\_ , a corporation organized and existing  
CSC-Lawyers Incorporating Service  
under the laws of Delaware , is designated as agent upon whom process directed  
to this corporation may be served within the State of California, in the manner provided by law.

**NOTE:** Corporate agents must have complied with California Corporations Code Section 1505  
prior to designation.

5. It irrevocably consents to service of process directed to it upon the agent designated above, and to service  
of process on the Secretary of State of the State of California if the agent so designated or the agent's  
successor is no longer authorized to act or cannot be found at the address given.

*Kevin Shelley*  
(Signature of Corporate Officer)

James E. Hanson, Vice President  
(Typed Name and Title of Officer Signing)

Secretary of State Form  
SADC-STOCKMOSPROFIT (01/2003)





BRIAN J. LAURENZO  
(515) 283-3286  
FAX (515) 283-1060  
laurenzo.brian@dorsey.com

August 25, 2004

**VIA FACSIMILE -- 703 306-5995**

Mail Stop Assignment Recordation Services  
Director - U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

Re: Registrant: Wells Fargo Home Mortgage, Inc.  
Registration Nos.: See Attached Exhibit A  
Application Nos.: See Attached Exhibit B

Dear Sir:

Enclosed for recording is a copy of a letter from the Comptroller of the Currency Administrator of National Banks and associated merger documents for the merger of Wells Fargo Home Mortgage, Inc., into and under the charter and title of Wells Fargo Bank, National Association, evidencing a change of name to Wells Fargo Home Mortgage, A Division of Wells Fargo Bank, N.A. in regard to the above-identified United States service mark registrations and applications. Also enclosed is the Recordation Form Cover Sheet and attached Exhibits A and B with an authorization to charge the undersigned's deposit account for the relevant recordation fees.

Of course, should you have any questions or comments regarding any of the above, please do not hesitate to contact us.

Very truly yours,

DORSEY & WHITNEY LLP

  
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Enclosures

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