

Form PTO-1594
(Rev. 10/02)
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. 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):
Bank Mutual Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other United States Federally Chartered Savings and Loan Holding Company

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

2. Name and address of receiving party(ies)

Name: Bank Mutual
Internal
Address: _____

Street Address: 4949 West Brown Deer Road
City: Brown Deer State: WI Zip: 53223

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Federal Savings 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

3. Nature of conveyance:

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

Execution Date: October 29, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2803727; 2819862

Additional number(s) attached Yes No

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

Name: Robert L. Titley

Internal Address: Quarles & Brady LLP

Street Address: 411 East Wisconsin Avenue

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
17-0055

DO NOT USE THIS SPACE

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.

Robert L. Titley
Name of Person Signing

R. L. Titley
Signature

3-22-05
Date

Total number of pages including cover sheet, attachments, and document: 4

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

matter no.

5712744

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Exhibit A

**AGREEMENT OF MERGER BETWEEN
BANK MUTUAL CORPORATION,
BKMU INTERIM SAVINGS BANK I
AND
BANK MUTUAL**

THIS AGREEMENT OF MERGER (this "Merger Agreement"), dated as of October 29, 2003, is made by and between Bank Mutual Corporation, a federal corporation ("Mid-Tier Company"), Bank Mutual, a federal savings association f/k/a "Mutual Savings Bank" (the "Bank") and BKMU Interim Savings Bank I, an interim federal savings bank ("Interim I").

RECITALS:

1. Mid-Tier Company is a federal corporation which owns 100% of the common stock of the Bank.
2. Pursuant to the Merger Agreement, Mid-Tier Company will convert to or exchange its charter for a federal interim savings bank charter and shall merge with and into the Bank with the Bank as the surviving entity (the "Mid-Tier Merger"). The Mid-Tier Company Shareholders shall constructively receive shares of Bank common stock in exchange for Mid-Tier Company common stock that they actually or constructively hold.
3. At least two-thirds of the members of the boards of directors of the Bank, Interim I and Mid-Tier Company have approved this Merger Agreement under which Mid-Tier Company shall be merged with and into the Bank with the Bank as the surviving or resulting institution (the "Resulting Institution"), and authorized the execution and delivery thereof.
4. This Merger Agreement (and the transactions contemplated hereby) are being entered into to facilitate the conversion of Bank Mutual Bancorp, MHC to stock form pursuant to that certain Plan of Restructuring for the Conversion and Reorganization of Bank Mutual Bancorp, MHC (the "Plan").

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties hereto have agreed as follows:

1. **MERGER.** At and on the Effective Date (as defined below), (i) Mid-Tier Company shall exchange its charter for the charter of Interim I and will merge with and into the Bank with the Bank as the Resulting Institution, and (ii) Mid-Tier Company/Interim I Shareholders shall constructively receive shares of Bank common stock in exchange for their Mid-Tier Company/Interim I common stock.

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2. **EFFECTIVE DATE.** The Mid-Tier Merger shall not be effective until and unless it is approved by the Director of the Office of Thrift Supervision (the "OTS") after approval by at least two-thirds of the outstanding common stock of Mid-Tier Company and the Articles of Combination shall have been filed with the OTS with respect to the Mid-Tier Merger. Approval of the Plan by the Shareholders of Mid-Tier Company shall also constitute approval of this Merger Agreement.

3. **NAME.** The name of the Resulting Institution shall be Bank Mutual.

4. **OFFICES.** The main office of the Resulting Institution shall be 4949 West Brown Deer Road, Brown Deer, Wisconsin 53223. The offices of the Bank that were in lawful operation prior to the Mid-Tier Merger shall be operated as offices of the Resulting Institution after the Mid-Tier Merger.

5. **DIRECTORS AND OFFICERS.** The directors and officers of the Bank immediately prior to the Effective Date shall be the directors and officers of the Resulting Institution after the Effective Date.

6. **RIGHTS AND DUTIES OF THE RESULTING INSTITUTION.** At the Effective Date, the Mid-Tier Company shall convert to Interim I, which shall be merged with and into the Bank with the Bank as the Resulting Institution. The business of the Resulting Institution shall be that of a federal savings association as provided in its charter. All assets, rights, interests, privileges, powers, franchises and property (real, personal and mixed) of Mid-Tier Company, Interim I and the Bank shall be automatically transferred to and vested in the Resulting Institution by virtue of the Mid-Tier Merger without any deed or other document of transfer. The Resulting Institution, without any order or action on the part of any court or otherwise and without any documents of assumption or assignment, shall hold and enjoy all of the properties, franchises and interests, including appointments, powers, designations, nominations and all other rights and interests as the agent or other fiduciary in the same manner and to the same extent as such rights, franchises, and interests and powers were held or enjoyed by Mid-Tier Company, Interim I and the Bank. The Resulting Institution shall be responsible for all of the liabilities, restrictions and duties of every kind and description of Mid-Tier Company, Interim I and the Bank immediately prior to the Mid-Tier Merger, including liabilities for all debts, obligations and contracts of Mid-Tier Company, Interim I and the Bank, matured or unmatured, whether accrued, absolute, contingent or otherwise and whether or not reflected or reserved against on balance sheets, books of accounts or records of the Mid-Tier Company and the Bank. The Shareholders of the Bank shall possess all voting rights with respect to the shares of stock of the Bank. All rights of creditors and other obligees and all liens on property of Mid-Tier Company, Interim I and the Bank shall be preserved and shall not be released or impaired.

7. OTHER TERMS. All terms used in this Merger Agreement shall, unless defined herein, have the meanings set forth in the Plan. The Plan is incorporated herein by this reference and made a part hereof to the extent necessary or appropriate to effect and consummate the terms of this Merger Agreement and the Conversion.

IN WITNESS WHEREOF, Mid-Tier Company, Interim I and the Bank have caused this Merger Agreement to be executed as of the date first above written.

BANK MUTUAL CORPORATION

ATTEST:

By: Eugene H. Maurer, Jr.
Eugene H. Maurer, Jr., Secretary

By: Michael T. Crowley, Jr.
Michael T. Crowley, Jr., President

BANK MUTUAL

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By: Eugene H. Maurer, Jr.
Eugene H. Maurer, Jr., Secretary

By: Michael T. Crowley, Jr.
Michael T. Crowley, Jr., President

BKMU INTERIM SAVINGS BANK I

ATTEST:

By: Eugene H. Maurer, Jr.
Eugene H. Maurer, Jr., Secretary

By: Michael T. Crowley, Jr.
Michael T. Crowley, Jr., President