

11-17-2004

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

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



11/15/04 RECC TRADEMARKS 102882641

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):

Wells Fargo Home Mortgage, Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) May 4, 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: a Division of Wells Fargo Bank, N.A.

Internal

Address: NAC 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)

B. Trademark Registration No.(s)

2,257,088

Additional sheet(s) attached? Yes No

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

ONCALL MORTGAGE Filed May 8, 1998, Registered June 29, 1999

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:

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 _____

Authorized User Name _____

9. Signature:

Brian J. Laurenzo
Signature

11/11/04
Date

Brian J. Laurenzo
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

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

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TRADEMARK
REEL: 003079 FRAME: 0737

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WELLS FARGO

0002



Comptroller of the Currency
Administrator of National Banks

Large Bank Licensing, MO 7-19
200 E Street, S.W.
Washington, DC 20219

May 10, 2004

OCC Control No. 2003-ML-12-0057

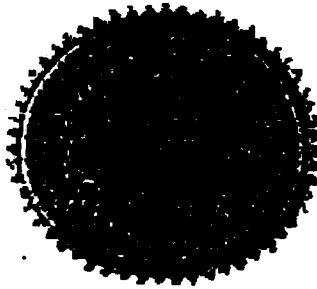
Ms. Patricia A. Roederberg
Law Department 66ACT9905-170
Wells Fargo & Company
1700 Wells Fargo Center
Minneapolis, Minnesota 55479

Dear Ms. Roederberg:

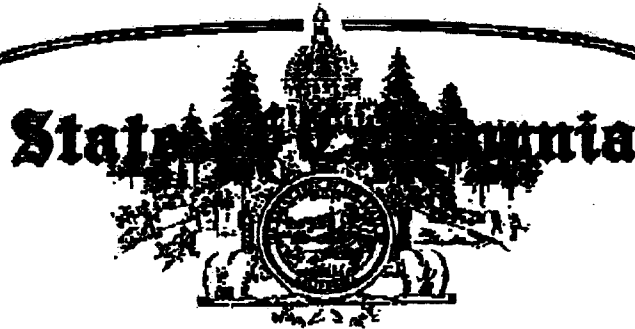
This letter is the official certification of the Comptroller of the Currency of the merger of Wells Fargo Home Mortgage, Inc., Des Moines, Iowa, into and under the charter and title of Wells Fargo Bank, National Association, Sioux Falls, South Dakota, Charter No. 1741, effective May 1, 2004.

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 9 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

D0737510

05/05/2004 11:58 FAX 415 393 6304

GD&C 5.F.02

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 - WITHIN 150 WFB020404FINAL

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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 successors 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.

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(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.

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

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By: 
James R. Hanson
Vice President


Patricia A. Ruedenberg
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 11:55 FAX 415 393 3304

GD&C S.F.#2

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P. 05/07

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. Ruedenberg
Assistant Secretary

WELLS FARGO HOME MORTGAGE, INC.

By: Michael J. Field
Michael J. Field
Executive Vice President

David V. Goscha
David V. Goscha
Assistant Secretary

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

08/05/2004 11:58 FAX 415 293 8284

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

We, James E. Hanson and Patricia A. Roodenberg, 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.

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05/05/2004 11:59 FAX 415 293 2204

CD&C S.F.02

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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. Ruedenberg
Assistant Secretary

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

05/09/2004 11:59 FAX 415 383 3304

CD&C H.F.#2

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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.

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Merge-Apart of Merge into WFLH Inc

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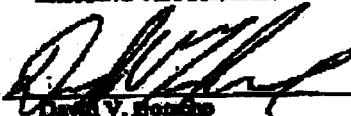
P. 07/07

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

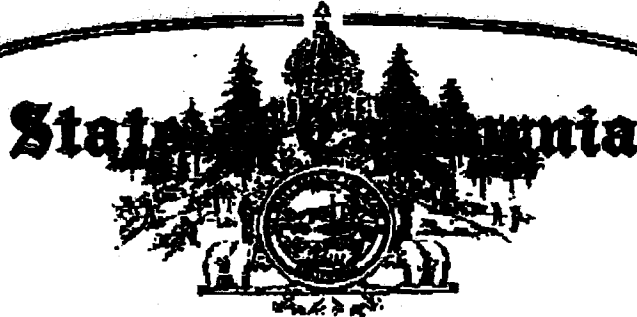


David V. Ronche
Assistant Secretary

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



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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

MAY - 4 2004

KEVIN SHELLEY
Secretary of State

**STATEMENT AND DESIGNATION
BY FOREIGN CORPORATION**

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.)
_____, 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
SAS-51000-01-01 (01/01/03)

