

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		MERGER	
EFFECTIVE DATE:		10/30/2000	
<b>CONVEYING PARTY DATA</b>			
Name		Formerly	Execution Date
Entity Type			
York Federal Savings and Loan Association			10/30/2000
		federally-chartered savings and loan association:	
<b>RECEIVING PARTY DATA</b>			
Name:		Waypoint Bank	
Street Address:		235 North Second Street	
City:		Harrisburg	
State/Country:		PENNSYLVANIA	
Postal Code:		17105	
Entity Type:		federally-chartered savings bank:	
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type		Number	Word Mark
Registration Number:		2434102	ONLY ACCOUNT
<b>CORRESPONDENCE DATA</b>			
Fax Number:		(617)832-7000	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		617-832-1258	
Email:		jwelch@foleyhoag.com, gmaclellan@foleyhoag.com	
Correspondent Name:		John L. Welch, Esq.	
Address Line 1:		155 Seaport Boulevard	
Address Line 4:		Boston, MASSACHUSETTS 02210-2600	
ATTORNEY DOCKET NUMBER:		SOL-247 (25581-1094)	
NAME OF SUBMITTER:		John L. Welch, Esq.	
Signature:		/johnlwelch/	

CH \$40.00 2434102

Date:

11/08/2005

**Total Attachments: 4**

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## AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (the "Agreement") is dated as of October 30, 2000, by and between Waypoint Bank ("Waypoint"), a federally-chartered savings bank and York Federal Savings and Loan Association ("York Federal"), a federally-chartered savings and loan association.

WHEREAS, pursuant to an Agreement and Plan of Merger, dated as of March 27, 2000, as amended June 23, 2000 (the "Agreement"), by and between Harris Financial, M.H.C., Harris Financial, Inc., Waypoint Financial Corp. (the "Company", and formerly New Harris Financial, Inc.), Harris Savings Bank, and York Financial Corp. ("York Financial") and York Federal, York Financial merged with and into the Company, with the result that York Federal has become a wholly owned subsidiary of the Company; and

WHEREAS, the Merger Agreement provides that upon consummation of the merger of York Financial into the Company, Waypoint and York Federal shall adopt an Agreement of Merger pursuant to which York Federal shall be merged with and into Waypoint.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and in the Merger Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, York Federal and Waypoint hereby agree that, subject to the terms and conditions hereinafter set forth, and in accordance with all applicable laws and regulations, York Federal shall be merged with and into Waypoint on even date herewith (the "Merger"). The parties hereto do hereby agree and covenant as follows:

### ARTICLE I

#### DEFINITIONS

Except as otherwise provided herein, the capitalized terms set forth below shall have the following meanings:

1.1 "Effective Time" shall mean the date and time at which the merger contemplated by this Agreement of Merger becomes effective as provided in Section 2.2 of this Agreement of Merger.

1.2 "Merger" shall refer to the merger of York Federal with and into Waypoint as provided in Section 2.1 of this Agreement of Merger.

1.3 "Merging Banks" shall collectively refer to York Federal and Waypoint.

1.4 "Thrift Regulations" shall mean the rules and regulations promulgated under the Home Owners Loan Act.

- 1.5 "OTS" shall mean the Office of Thrift Supervision.
- 1.6 "Surviving Bank" shall refer to Waypoint as the surviving bank of the Merger.

## ARTICLE II

### TERMS OF THE MERGER

#### 2.1 The Merger.

(a) Subject to the terms and conditions set forth in the Merger Agreement, at the Effective Time, York Federal shall be merged with and into Waypoint pursuant to Section 552.13 of the Thrift Regulations. Waypoint shall be the surviving bank of the Merger and shall continue to be governed by the Home Owners Loan Act and the Thrift Regulations.

(b) As a result of the Merger, (i) each share of common stock, par value \$1.00 per share, of York Federal issued and outstanding immediately prior to the Effective Time shall be canceled and (ii) each share of common stock, par value \$0.01 per share, of Waypoint issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and shall constitute the only shares of capital stock of the Surviving Bank issued and outstanding immediately after the Effective Time.

(c) At the Effective Time, the Surviving Bank shall be considered the same business and corporate entity as each of the Merging Banks and thereupon and thereafter all the property, rights, powers and franchises of each of the Merging Banks shall vest in the Surviving Bank and the Surviving Bank shall be subject to and be deemed to have assumed all of the debts, liabilities, obligations and duties of each of the Merging Banks and shall have succeeded to all of each of their relationships, fiduciary or otherwise, as fully and to the same extent as if such property, rights, privileges, powers, franchises, debts, obligations, duties and relationship had been originally acquired, incurred or entered into by the Surviving Bank. In addition, any reference to either of the Merging Banks in any contract, will or document, whether executed or taking effect before or after the Effective Time, shall be considered a reference to the Surviving Bank if not inconsistent with the other provisions of the contract, will or document; and any pending, action or other judicial proceeding to which either of the Merging Banks is a party shall not be deemed to have abated or to have been discontinued by reason of the Merger, but may be prosecuted to final judgment, order or decree in the same manner as if the Merger had not been made or the Surviving Bank may be substituted as a party to such action or proceeding, and any judgment, order or decree may be rendered for or against it that might have been rendered for or against either of the Merging Banks if the Merger had not occurred.

2.2 **Effective Time.** The Merger shall become effective on the date and at the time the Articles of Combination for such merger are endorsed by the OTS pursuant to Section 552.13(k) of the Thrift Regulations.

2.3 **Name of Surviving Bank.** The name of the Surviving Bank shall be "Waypoint Bank."

2.4 **Charter.** On and after the Effective Time, the Charter of Waypoint shall be the Charter of the Surviving Bank until amended in accordance with applicable law.

2.5 **Bylaws.** On and after the Effective Time, the Bylaws of Waypoint shall be the Bylaws of the Surviving Bank until amended in accordance with applicable law.

2.6 **Directors and Officers.** Except as otherwise provided in the Merger Agreement, on and after the Effective Time, until changed in accordance with the Charter and Bylaws of the Surviving Bank, (i) the directors of the Surviving Bank shall be the directors of the Company immediately prior to the Effective Time and (ii) the officers of the Surviving Bank shall be the officers of Waypoint immediately prior to the Effective Time, except as such officers may be changed at the first meeting of the Board of Directors of Waypoint. The directors and officers of the Surviving Bank shall hold office in accordance with the Charter and Bylaws of the Surviving Bank.

### ARTICLE III

#### MISCELLANEOUS

3.1 **Conditions Precedent.** The respective obligations of each party under this Agreement of Merger shall be subject to the approval of this Agreement of Merger by the Company as sole stockholder of York Federal.

3.2 **Termination.** This Agreement of Merger may only be terminated by a subsequent writing signed by the parties hereto upon the approval of the board of directors of each of the parties hereto.

3.3 **Amendments.** To the extent permitted by the Thrift Regulations, this Agreement of Merger may be amended by a subsequent writing signed by the parties hereto upon the approval of the board of directors of each of the parties hereto.


3.4 **Successors.** This Agreement of Merger shall be binding on the successors of York Federal and Waypoint.

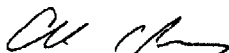
3.5 **Tax Effect.** It is intended that the Merger shall be accomplished in a manner that conforms to the requirements of Section 332 of the Internal Revenue Code of 1986, as amended, and the officers of Waypoint and York Federal shall take such actions as they may deem necessary, appropriate or desirable in order to effect such treatment.

IN WITNESS WHEREOF, York Federal and Waypoint have caused this Agreement of Merger to be executed by their duly authorized officers as of the day and year first above written.

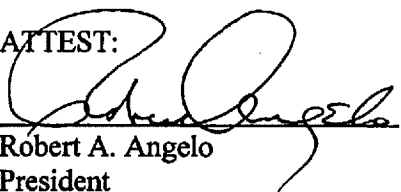
**WAYPOINT BANK**

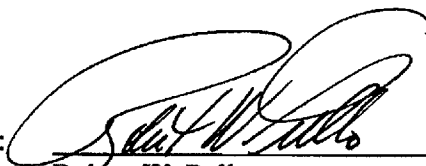
ATTEST:

  
\_\_\_\_\_  
Richard C. Ruben  
Executive Vice President and  
Secretary

By:   
\_\_\_\_\_  
Charles C. Pearson, Jr.  
Chairman and Chief Executive Officer

**YORK FEDERAL SAVINGS AND  
LOAN ASSOCIATION**

ATTEST:  
  
\_\_\_\_\_  
Robert A. Angelo  
President  
and Secretary

By:   
\_\_\_\_\_  
Robert W. Pullo  
Chairman and Chief Executive Officer