

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/22/2004		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SouthTrust Bank		12/22/2004	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Wachovia Bank National Association		
Street Address:	301 S.College Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0630		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2672309	BANK OF TIDEWATER	
Registration Number:	2686663	T	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	704 331 5792		
Email:	dmillard@kennedycovington.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N. Tryon Street		
Address Line 2:	Hearst Tower, 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	27492.097 WACHOVIA ASSIGN		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		

OP \$65.00 2672309

900046937

TRADEMARK
REEL: 003292 FRAME: 0438

Signature:

/Karl S. Sawyer, Jr./

Date:

04/19/2006

Total Attachments: 9

source=SouthTrust Alabama to Wachovia NA#page1.tif
source=SouthTrust Alabama to Wachovia NA#page2.tif
source=SouthTrust Alabama to Wachovia NA#page3.tif
source=SouthTrust Alabama to Wachovia NA#page4.tif
source=SouthTrust Alabama to Wachovia NA#page5.tif
source=SouthTrust Alabama to Wachovia NA#page6.tif
source=SouthTrust Alabama to Wachovia NA#page7.tif
source=SouthTrust Alabama to Wachovia NA#page8.tif
source=SouthTrust Alabama to Wachovia NA#page9.tif

ARTICLES OF MERGER

of

SOUTHTRUST BANK

into

WACHOVIA BANK, NATIONAL ASSOCIATION

—FILED—		—EFFECTIVE—	
DEC 28 2004		JAN -3 2005	
TIME		TIME	
		12:01 AM Central	
SECRETARY OF STATE			

Pursuant to Sections 10-2B-11.05 and 10-2B-11.07 of the Alabama Business Corporation Act, as amended (the "ABCA"), and with the effect provided in Section 10-2B-11.06 of the ABCA, the undersigned entity adopts and delivers for filing the following Articles of Merger for the purpose of merging SouthTrust Bank, an Alabama banking corporation ("SouthTrust"), with and into Wachovia Bank, National Association, a national banking association ("Wachovia"), with the surviving corporation named "Wachovia Bank, National Association" (the "Merger"):

FIRST: The laws of the State of Alabama and of the United States permit the Merger.

SECOND: The Agreement and Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A was approved by the directors and sole shareholder of Wachovia in the manner prescribed by the laws of the United States, and by the directors and the sole shareholder of SouthTrust in the manner prescribed by the ABCA.

THIRD: As to each of the parties to the Plan of Merger, the number and designation of shares of capital stock outstanding and entitled to vote as a class or otherwise on the Plan of Merger are as follows:

<u>Shares Entitled to Vote as a Class</u>			
<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Designation of Class</u>	<u>Number of Shares</u>
Wachovia Bank, National Association	22,727,147	Common	22,727,147
SouthTrust Bank	1,020,000	Common	1,020,000

#128611

FOURTH: As to each of the parties to the Plan of Merger, the total number of shares voted for and against the Plan of Merger are as follows:

	<u>Number of Shares</u>	
<u>Name of Corporation</u>	<u>Voted For</u>	<u>Voted Against</u>
Wachovia Bank, National Association	22,727,147	0
SouthTrust Bank	1,020,000	0

FIFTH: In accordance with Section 10-2B-11.05 of the ABCA, the Articles of Incorporation of SouthTrust Bank are filed with the Judge of Probate, Jefferson County, Alabama.

SIXTH: The effective date and time of these Articles of Merger is January 3, 2005 at 12:01 a.m., Central time.

[The remainder of this page is left blank intentionally]

DATED as of the 22nd day of December, 2004.

WACHOVIA BANK,
NATIONAL ASSOCIATION


By: 
Name: Courtney D. Allison
Title: Senior Vice President

EXHIBIT A

PLAN OF MERGER

merging

**SOUTHTRUST BANK
Birmingham, Alabama**

into

**WACHOVIA BANK, NATIONAL ASSOCIATION
Charlotte, North Carolina**

THIS PLAN OF MERGER (the "Plan"), made and entered into by and between SouthTrust Bank (the "Merging Bank"), a commercial bank corporation chartered under the laws of the State of Alabama with its principal office located in Birmingham, Alabama and Wachovia Bank, National Association (the "Surviving Bank"), a national banking association chartered under the laws of the United States with its principal office located in Charlotte, North Carolina, pursuant to the authority given by and in accordance with the provisions of 12 U.S.C. Sections 215a and 1828, and, in the case of the Merging Bank, Sections 5-7A-40 and 10-2B-11.07 of the Code of Alabama of 1975, as amended, witnesses as follows:

Section 1.

The Merging Bank shall be merged with and into the Surviving Bank under the charter of the Surviving Bank (the "Bank Merger"), and the Surviving Bank shall be the surviving corporation.

Section 2.

The name of the Surviving Bank shall be "Wachovia Bank, National Association".

Section 3.

The business of the Surviving Bank shall be that of a national banking association, which shall be conducted by the Surviving Bank at its main office and at its legally established branches.

Section 4.

Upon the effective time of the Bank Merger as designated on the Certificate of Merger to be issued by the Office of the Comptroller of the Currency (the "Effective Time"):

- (a) each share of capital stock of the Merging Bank issued and outstanding shall be canceled without any action on the part of the holder thereof; and

- (b) each share of capital stock of the Surviving Bank issued and outstanding shall remain the issued and outstanding capital stock of the Surviving Bank and shall not be converted, altered or in any other manner effected as a result of the Bank Merger.

Section 5.

All assets as they exist at the Effective Time of the Bank Merger shall pass to and vest in the Surviving Bank without any conveyance or other transfer. The Surviving Bank shall be responsible for all of the liabilities of every kind and description of the Merging Bank existing as of the Effective Time of the Bank Merger.

Section 6.

- (a) Until such time as their successors have been elected and shall qualify, the Board of Directors of the Surviving Bank immediately prior to the Effective Time shall continue to serve as the Board of Directors of the Surviving Bank from and after the Effective Time.
- (b) Until such time as their successors have been elected and shall qualify, the officers of the Merging Bank and the Surviving Bank immediately prior to the Effective Time shall continue to be the officers of the Surviving Bank from and after the Effective Time; provided, however, that from and after the Effective Time, the President of the Surviving Bank shall be G. Kennedy Thompson, the Treasurer of the Surviving Bank shall be Thomas J. Wurtz, and the Secretary of the Surviving Bank shall be Mark C. Treanor.

Section 7.

As of the Effective Time, the Articles of Association and Bylaws of the Surviving Bank shall be the Articles of Association and Bylaws of the Surviving Bank as in effect immediately prior to the Effective Time.

Section 8.

During the period from the date of this Plan and continuing until the Effective time, each of the Merging Bank and the Surviving Bank agrees to observe and perform all agreements and covenants in the Plan that pertain or are applicable to the Merging Bank and the Surviving Bank, respectively. Each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Plan, subject to and in accordance with the applicable provisions of the Agreement and Plan of Merger, dated as of June 20, 2004, between Wachovia Corporation ("Wachovia"), a North Carolina corporation, and SouthTrust Corporation ("SouthTrust"), a Delaware corporation.

(the "Holding Company Merger Agreement") pursuant to which SouthTrust will merge with and into Wachovia (the "Holding Company Merger").

Section 9.

The respective obligations of each party to effect the Bank Merger shall be subject to the satisfaction prior to the Effective Time of the following conditions:

- (a) The Effective Time of the Holding Company Merger, as determined under the Holding Company Merger Agreement, shall have occurred.
- (b) No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Bank Merger shall be in effect. There shall not be any action taken, or any statute, rule, regulation or order enacted, enforced or deemed applicable to the Bank Merger, which makes the consummation of the Bank Merger illegal as of the Effective Time.
- (c) The sole shareholder of the Merging Bank and the sole shareholder of the Surviving Bank shall have voted affirmatively to approve the Bank Merger.
- (d) All requisite regulatory approvals relating to the Bank Merger shall have been obtained and continue to be in full force and effect, and all waiting and notice periods under applicable law shall have expired.

Section 10.

This plan shall be terminated immediately and without any action on the part of the Merging Bank or the Surviving Bank upon any termination of the Holding Company Merger Agreement. In the event of termination of this Plan as provided in this Section 10, this Plan shall forthwith become void and there shall be no liability or obligation on the part of the Merging Bank or the Surviving Bank or their respective officers or directors.

Section 11.

This Plan may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors. This Plan may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 12.

None of the agreements in this Plan or in any instrument delivered pursuant to this Plan shall survive the Effective Time.

Section 13.

This Plan may be executed in two counterparts, both of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.

Section 14.

Except as otherwise set forth in the Holding Company Merger Agreement, this Plan (including the documents and the instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Plan shall be subject to the terms and conditions of the Holding Company Merger Agreement.

[The rest of this page is intentionally left blank.]

WITNESS, the signatures of said merging institutions as of this 4th day of October, 2004, each by its duly authorized officer, pursuant to a resolution of its Board of Directors, acting by a majority.

SOUTHTRUST BANK

By: R. Glenn Eubanks
Name: R. Glenn Eubanks
Title: President

WACHOVIA BANK,
NATIONAL ASSOCIATION

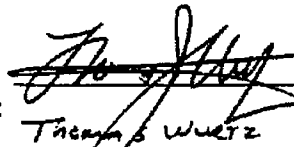
By: _____
Name: _____
Title: _____

WITNESS, the signatures of said merging institutions as of this 4th day of October, 2004, each acting by its duly authorized officer, pursuant to a resolution of its Board of Directors, acting by a majority.

SOUTHTRUST BANK

By: _____
Name:
Title:

WACHOVIA BANK,
NATIONAL ASSOCIATION

By: 
Name: _____
Title: Thomas Wuerz
Treasurer