

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	09/22/2004		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First National Bankshares of Florida, Inc.		09/22/2004	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Fifth Third Bancorp		
Also Known As:	AKA Fifth Third Bank		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78124720	RELATIONSHIPS BUILT ON TRUST	
Registration Number:	2726003		
CORRESPONDENCE DATA			
Fax Number:	(513)241-6234		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(513) 241-2324		
Email:	ksmith@whepatent.com		
Correspondent Name:	Kathryn E. Smith		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202-2917		
ATTORNEY DOCKET NUMBER:	FTB-323-128		

OP \$65.00 78124720

900049703

TRADEMARK
REEL: 003315 FRAME: 0910

NAME OF SUBMITTER:	Kathryn E. Smith
Signature:	/Kathryn E. Smith/
Date:	05/24/2006
<p>Total Attachments: 8</p> <p>source=Articles of Merger#page1.tif</p> <p>source=Articles of Merger#page2.tif</p> <p>source=Agreement_Merger#page1.tif</p> <p>source=Agreement_Merger#page2.tif</p> <p>source=Agreement_Merger#page3.tif</p> <p>source=Agreement_Merger#page4.tif</p> <p>source=Agreement_Merger#page5.tif</p> <p>source=Agreement_Merger#page6.tif</p>	

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Fifth Third Financial Corporation	Ohio	1203641

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
First National Bankshares of Florida, Inc.	Florida	P03000088390
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

12:01 am
 OR on 01 / 01 / 05 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____

The Plan of Merger was adopted by the board of directors of the surviving corporation on
 September 21, 2004 and shareholder approval was not required.

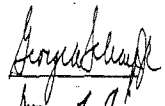
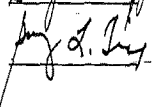
Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on November 22, 2004

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____
 and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual & Title</u>
Fifth Third Financial Corporation		President and Chief Executive Officer
First National Bankshares of Florida, Inc.		Chairman and Chief Executive Officer

**AGREEMENT OF CONSOLIDATION
AND
PLAN OF MERGER**

THIS AGREEMENT OF CONSOLIDATION AND PLAN OF MERGER (this "Agreement") dated as of September 22, 2004, by and between **FIFTH THIRD BANK**, Grand Rapids, Kent County, Michigan, a Michigan banking corporation ("Consolidated Bank" or "Fifth Third"), and **FIRST NATIONAL BANK OF FLORIDA**, Naples, Collier County, Florida, a national banking association ("First National") (Fifth Third and First National being hereinafter sometimes collectively called "the Consolidating Organizations");

WITNESSETH:

WHEREAS, prior to the merger contemplated in this Agreement, First National's sole shareholder, First National Bankshares of Florida, Inc. ("Bankshares"), will merge with and into Fifth Third Financial Corporation, the sole shareholder of Fifth Third ("FTFC"), pursuant to that certain Amended and Restated Agreement and Plan of Merger dated as of September 22, 2004 among Fifth Third Bancorp, FTFC and Bankshares (the "Holding Company Merger Agreement");

WHEREAS, the Consolidating Organizations deem it advisable for their benefit, and the benefit of their shareholders, respectively, that First National consolidate and merge with and into Fifth Third pursuant to this Agreement and the applicable provisions of the Michigan Banking Code of 1999 ("Michigan Banking Code").

NOW, THEREFORE, the Consolidating Organizations hereby agree with each other, in accordance with the applicable provisions of the Michigan Banking Code, that First National shall consolidate and merge with and into Fifth Third. The terms and conditions of such consolidation (the "Consolidation") and the mode of carrying the Consolidation into effect shall be as follows, subject to the prior receipt of all applicable regulatory approvals under federal and Michigan law and the expiration of all applicable waiting periods:

ARTICLE I

JURISDICTIONS

Fifth Third Bank is a banking corporation that is incorporated and exists under the Michigan Banking Code. First National is a banking corporation that is incorporated and exists under the laws of the United States of America.

ARTICLE II

THE CONSOLIDATION

When this Agreement is approved and adopted by the respective boards of directors and shareholders of each of the Consolidating Organizations and is certified by the Commissioner of the Michigan Office of Financial and Insurance Services, and the Consolidation thus becomes effective, First National shall consolidate and merge with and into Fifth Third and the separate existence of First National shall cease. Fifth Third, as the Consolidated Bank, shall continue its corporate existence under the Michigan Banking Code under the name "Fifth Third Bank." The Consolidated Bank will maintain its principal place of business at 111 Lyon Street, N.W., Grand Rapids, Michigan 49503.

ARTICLE III

ARTICLES OF INCORPORATION

The existing Articles of Incorporation of Fifth Third shall be the Articles of Incorporation of the Consolidated Bank, until amended in accordance with applicable law and their terms.

ARTICLE IV

DIRECTORS AND OFFICERS

A. The directors of Fifth Third who are in office at the time the Consolidation becomes effective shall be the directors of the Consolidated Bank, subject to the Bylaws of the Consolidated Bank and in accordance with applicable law.

B. The officers Fifth Third who are in office at the time the Consolidation becomes effective shall be the officers of the Consolidated Bank, subject to the Bylaws of the Consolidated Bank and in accordance with applicable laws. The President of Fifth Third at the time the Consolidation becomes effective shall be the President of the Consolidated Bank. The Consolidated Bank may, thereafter, appoint or remove any officer at the pleasure of the Board of Directors in accordance with applicable law.

ARTICLE V

BYLAWS

The Bylaws of Fifth Third at the time the Consolidation becomes effective shall be the Bylaws of the Consolidated Bank, until amended in accordance with applicable law and their terms.

ARTICLE VI

SERVICE OF PROCESS

After the effective time of the Consolidation, any service of process, notice, or demand may be served upon either of the Consolidating Organizations and the Consolidated Bank at: Fifth Third Bank, 111 Lyon Street, N. W., Grand Rapids, Michigan 49503.

ARTICLE VII

MODE OF EFFECTUATING CONVERSION OF SHARES

All of the shares of the common stock, Ten Dollars (\$10) par value per share, of Fifth Third that are issued and outstanding immediately prior to the time the Consolidation becomes effective will remain unchanged and will remain outstanding when the Consolidation becomes effective as shares of the common stock, Ten Dollars (\$10) par value per share, of the Consolidated Bank. No additional shares of common stock of Fifth Third will be issued.

Each of the shares of the common stock, Five Dollars (\$5) par value per share, of First National that are issued and outstanding immediately prior to the time the Consolidation becomes effective will, when the Consolidation becomes effective, be canceled and extinguished and the holder of such shares shall receive no shares of the Consolidated Bank nor any other consideration therefor. From and after the time the Consolidation becomes effective, the holder of a certificate or certificates theretofore representing shares of common stock of First National shall surrender such certificate or certificates to the Consolidated Bank for cancellation.

ARTICLE VIII

VESTING OF PROPERTIES AND OTHER MATTERS

A. At the time the Consolidation becomes effective, the effect shall be as provided by Section 3701, *et seq.*, of the Michigan Banking Code (including without limitation Section 3703) and other applicable provisions of the laws of the State of Michigan. Without limiting the generality of the foregoing, and subject thereto, at the time the Consolidation becomes effective:

1. The corporate existence of each Consolidating Organization shall be merged into and continued in the Consolidated Bank. To the extent authorized by the Michigan Banking Code, the Consolidated Bank possesses all the rights, interests, privileges, powers, and franchises and is subject to all the restrictions, disabilities, liabilities, and duties of each of the Consolidating Organizations. The title to all property, real, personal, and mixed, is transferred to the Consolidated Bank, and shall not revert or be in any way impaired by reason of the Consolidation or the Michigan Banking Code.

2. The Consolidated Bank shall hold and enjoy the same and all rights of property, franchises, and interests, including appointments, designations, and nominations and all other rights and interests as a fiduciary, in the same manner and to the same extent as those rights and interests were held or enjoyed by each Consolidating Organization at the time of the Consolidation. If a Consolidating Organization at the time of the Consolidation was acting under appointment of any court as a fiduciary, the Consolidated Bank shall be subject to removal by a court of competent jurisdiction.

B. From time to time as and when requested by the Consolidated Bank, or by its successors or assigns, the officers and directors of First National in office at the time the Consolidation becomes effective shall execute and deliver such instruments and shall take or cause to be taken such further or other action as shall be necessary in order to vest or perfect in the Consolidated Bank or to confirm of record or otherwise, title to, and possession of, all the assets, property, interests, rights, privileges, immunities, powers, franchises, and authority of First National and otherwise to carry out the purposes of this Agreement.

ARTICLE IX

APPROVAL AND ADOPTION BY DIRECTORS AND SHAREHOLDERS;

EFFECTIVE TIME

A. First National, one of the Consolidating Organizations, represents and warrants that First National Bankshares of Florida, Inc., the sole shareholder of First National, as of the date of this Agreement has, by resolution adopted by it, approved this Agreement.

B. Fifth Third, one of the Consolidating Organizations, represents and warrants that Fifth Third Financial Corporation, the sole shareholder of Fifth Third, has, by resolution adopted by it, approved this Agreement.

C. This Agreement shall be filed with, and shall become effective when certified by, the Commissioner of the Michigan Office of Financial and Insurance Services in accordance with Section 3701 of the Michigan Banking Code, as of the close of business on the date requested by the Consolidating Organizations.

ARTICLE X

AMENDMENT; TERMINATION; ASSIGNMENT

A. At any time prior to the time the Consolidation becomes effective, the Consolidating Organizations may, from time to time, amend this Agreement by mutual agreement authorized by their respective Boards of Directors (and whether before or after the shareholders of Fifth Third or First National have approved and adopted this Agreement) to facilitate the performance thereof, to augment the intention of the parties in carrying out the transactions provided for herein, to clarify any ambiguities herein, or to comply with any applicable regulation, order or requirement of any governmental authority.

B. Prior to the time the consolidation becomes effective, this Agreement may be terminated by either of the respective Board of Directors of the Consolidating Organizations. This Agreement shall terminate immediately upon the termination of the Holding Company Merger Agreement.

C. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns but none of the provisions hereof shall inure to the benefit of any other person, firm, or corporation whomsoever. Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned or transferred by operation of law or otherwise by either of the parties hereto without the prior written consent of the other party.

D. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but such counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto and at least a majority of their directors have executed this Agreement as of the day and year first above written.

FIFTH THIRD BANK

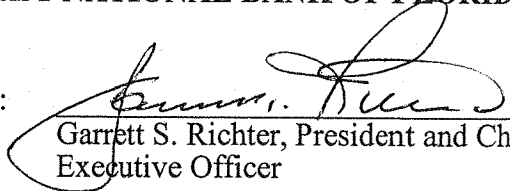
By: Mary E. Tuuk
Mary E. Tuuk, Senior Vice President
and Secretary

This Agreement is also executed by Mary E. Tuuk on behalf of the following directors of Fifth Third Bank, each of whom was present at the board meeting on September 16, 2004, and by resolution designated her as their duly authorized representative for this purpose: William P. Crawford, Erina Hanka, Michael Jandernoa, Robert J. King, Jr., Percy A. Pierre, Marilyn J. Schlack, Michelle L. Van Dyke, and Margaret Sellers Walker.

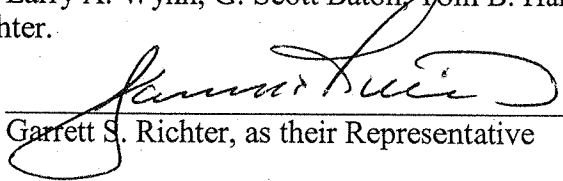
Mary E. Tuuk
Mary E. Tuuk, as their Representative

FIRST NATIONAL BANK OF FLORIDA

By:


Garrett S. Richter, President and Chief
Executive Officer

This Agreement is also executed by Garrett S. Richter on behalf of the following directors of First National Bank of Florida, each of whom was present at the board meeting on September 22, 2004, and by resolution designated him as their duly authorized representative for this purpose: Alan C. Bomstein, James H. Lanier, DVM, Andrew Barnette, Arlene M. Nichols, Edward J. Mace, James S. Lindsay, David Gomer, Charles T. Cricks, Larry A. Wynn, G. Scott Baton, Tom B. Hart, Kevin C. Hale, Lee Roy Selmon, and Garrett S. Richter.


Garrett S. Richter, as their Representative