

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	05/31/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Horizon Home Loan Corporation		05/21/2007	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	First Tennessee Bank National Association		
Street Address:	165 Madison Ave.		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2450823	LOAN2LOAN	
CORRESPONDENCE DATA			
Fax Number:	(901)577-4267		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9015772259		
Email:	shaight@bakerdonelson.com		
Correspondent Name:	Scott Haight		
Address Line 1:	165 Madison Ave.		
Address Line 4:	Memphis, TENNESSEE 38103		
ATTORNEY DOCKET NUMBER:	2100000-B08106		
NAME OF SUBMITTER:	Scott K Haight		
Signature:	/skh/		

OP \$40.00 2450823

Date:

01/09/2008

Total Attachments: 9

source=Merger#page1.tif

source=Merger#page2.tif

source=Merger#page3.tif

source=Merger#page4.tif

source=Merger#page5.tif

source=Merger#page6.tif

source=Merger#page7.tif

source=Merger#page8.tif

source=Merger#page9.tif

RON THORNBURGH
Secretary of State



Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564

STATE OF KANSAS

May 24, 2007

ANNETTE W. LECROIX
FIRST TENNESSEE BANK NATIONAL ASSOCIATIO
165 MADISON AVENUE, 8TH FLOOR
MEMPHIS TENNESSEE 38103

RE: FIRST HORIZON HOME LOAN CORPORATION

ID #: 53-907-2

To the Corporation


A certified copy of a merger that was recently filed in the Corporations Division of our office is enclosed.

Every corporation in Kansas is assigned an identification number. Use of this number in any correspondence with our office will give us immediate access to your file and enable us to offer you faster, more efficient service. Your identification number is at the top of this letter.

ch

VALIDATION COVER PAGE

05-24-2007	11:44:00
0120 01	\$35.00
053 007 AA	1
FILE#: 0539072	FILED BY KS SOS


01849114

N/Q(S)
53-907-2

AGREEMENT OF MERGER
BETWEEN
FIRST TENNESSEE BANK NATIONAL ASSOCIATION
AND
FIRST HORIZON HOME LOAN CORPORATION

Pursuant to T.C.A. § 48-21-101, *et seq.* of the Tennessee Business Corporation Act and K.S.A. § 17-6701, *et seq.* of the Kansas General Corporation Code, First Tennessee Bank National Association, a national banking association with its headquarters at 165 Madison Avenue, Memphis, Tennessee 38103 ("FTBNA"), and First Horizon Home Loan Corporation, a Kansas corporation with its main office at 4000 Horizon Way, Irving, Texas ("FHHLC"), hereby adopt the following Agreement of Merger for the purpose of merging FHHLC with and into FTBNA.

1. The Agreement to Merge ("Merger Agreement") is set forth in Exhibit A, attached hereto and incorporated herein for all purposes into this Agreement of Merger, the same as if fully copied and set forth at length.

2. As to FTBNA, a national banking association with its headquarters at 165 Madison Avenue, Memphis, Tennessee, the Merger Agreement and the transactions contemplated thereby were submitted for a vote at a meeting duly held by its Board of Directors and duly adopted by a majority of its Board of Directors on January 16, 2007.

3. As to First Horizon Home Loan Corporation, a Kansas corporation, the Merger Agreement and the transactions contemplated thereby were submitted for a vote at a meeting duly held by its Board of Directors and duly adopted by a majority of its Board of Directors on February 5, 2007.

4. First Horizon National Corporation, a Tennessee corporation registered as a bank holding company, joined the Merger Agreement to evidence its approval for the acquisition of FHHLC and the approval of the sole shareholder of both institutions for the subsequent merger of FTBNA and FHHLC.

5. FTBNA irrevocably appoints the Secretary of State of Kansas as its agent to accept services of process in any proceeding for enforcement of any obligation arising from this merger. The Secretary of State shall mail any such process to FTBNA at 165 Madison Avenue, 8th Floor, Memphis, TN 38103.

6. The merger will be effective at 11:45 p.m. EST/ 10:45 p.m. CST, on May 31, 2007.

Executed this 21st day of May, 2007.

FIRST TENNESSEE BANK, NATIONAL ASSOCIATION

By: Milton A. Guteliys, Jr.
Milton A. Guteliys, Jr.
Senior Vice President & Corporate Treasurer

FIRST HORIZON HOME LOAN CORPORATION

By: Peter F. Makowicki
Peter F. Makowicki
President

SECRETARY OF STATE
KANSAS
MAY 31 11 09 50

M

AGREEMENT TO MERGE

THIS AGREEMENT TO MERGE (the "Merger Agreement") is made and entered into as of this 7th day of February, 2007, by and between First Tennessee Bank National Association (referred to herein as "FTBNA" or "Survivor" as the context may require), a national banking association organized and existing under the laws of the United States of America having its main office located at 165 Madison Avenue, Memphis, Shelby County, Tennessee, and First Horizon Home Loan Corporation, (referred to herein as either "FHHLC" or "Target" as the context may require), a Kansas corporation having its main office located at 4000 Horizon Way, Irving, Dallas County, Texas.

WITNESSETH

WHEREAS, the Boards of Directors of First Horizon National Corporation (referred to herein as "FHN") and FTBNA have approved a corporate restructuring that includes the mergers of various subsidiaries into FTBNA;

WHEREAS, prior to the corporate restructuring, FHHLC was a wholly-owned subsidiary of FT Mortgage Holding Corporation, a Delaware corporation; FT Mortgage Holding Corporation was a wholly-owned subsidiary of FHMSH, Inc. a Delaware corporation; and FHMSH was wholly-owned subsidiary of FTBNA; and

WHEREAS, the corporate restructuring includes the following mergers in sequential order: the merger of FHMSH with and into FTBNA, the merger of FT Mortgage Holding Corporation with and into FTBNA, and the merger of FHHLC with and into FTBNA,

WHEREAS, at the time of the merger contemplated herein, FTBNA will be the record holder of one hundred percent (100%) of the outstanding voting shares of FHHLC;

WHEREAS, the Board of Directors of FHHLC approved the merger of FHHLC with and into FTBNA; and

WHEREAS, the Board of Directors of FTBNA, in its capacity as the Board and as the beneficial owner and holder of record of all 100% outstanding shares of FHHLC approved this Merger Agreement and has authorized its execution, delivery and performance;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FHHLC and FTBNA hereby enter into this Merger Agreement and hereby prescribe the terms and conditions of the merger of FHHLC with and into FTBNA, which shall survive the merger, and both parties agree to the manner of carrying the said Affiliate Merger into effect, as follows:

I. Definitions. As used in this Merger Agreement and in any amendments hereto, the following terms shall have the following meanings respectively:

- A. "Affiliate Merger" shall mean the merger of FHHLC with and into FTBNA, under the title of First Tennessee Bank National Association, as provided within this Merger Agreement.
- B. "FHHLC Common Stock" shall mean the \$1.00 par value common stock of First Horizon Home Loan Corporation.
- C. "Effective Time of the Affiliate Merger" shall mean the date and time specified for the Affiliate Merger in the official certification letter to be issued by the Office of the Comptroller of the Currency.
- D. "FTBNA" shall mean First Tennessee Bank National Association, a national banking association with its main office in Memphis, Tennessee, OCC Charter Number 336.
- E. "FTBNA Common Stock" shall mean the ten dollar (\$10.00) par value common stock of the surviving entity, FTBNA.
- F. "Party" shall mean either FTBNA or FHHLC, and Parties shall mean both FTBNA and FHHLC.
- G. "OCC" shall mean the Office of the Comptroller of the Currency.

II. Merger; Closing. Subject to the terms and conditions of this Merger Agreement, at the Effective Time of the Affiliate Merger, FHHLC shall be merged with and into FTBNA, under the Charter of FTBNA and in accordance with this Merger Agreement and the provisions of 12 U.S.C. § 1828(c) and § 215a-3, and the rules and procedures promulgated by the OCC thereunder. FTBNA shall be the entity surviving the Affiliate Merger and shall continue to be governed by the laws of the United States of America. The closing of the transactions contemplated hereby (the "Closing") shall take place as soon as practicable after, but not before the satisfaction of all conditions precedent to closing, including the receipt of all regulatory approvals and the expiration of any waiting periods, if any, set forth therein.

III. Name; Articles of Association; Bylaws; Offices. Upon and as of the Effective Time of the Affiliate Merger, the name of Survivor shall continue to be First Tennessee Bank National Association; its Articles of Association shall be the Articles of Association of the Survivor; its Bylaws shall be the Bylaws of the Survivor; the main office and established branch offices and facilities (including branch offices, wherever located, and including all ATMs, wherever located) of FTBNA shall continue to be the main office, established branch offices and facilities (including ATMs) of the Survivor. The main office and established offices FHHLC shall become loan production offices and facilities of the Survivor.

IV. Property and Rights of Survivor. Upon and as of the Effective Time of the Affiliate Merger, the corporate existence of FHHLC and FTBNA shall, as provided in 12 U.S.C. § 215a-3, be merged into and continued in Survivor. Upon and as of the Effective Time of the Affiliate

Merger, all rights, franchises, and interests of FHHLC and FTBNA, respectively, in and to every type of property (whether real, personal, or mixed) and choses in action shall be transferred to, and vested in FTBNA by virtue of the Affiliate Merger becoming effective without any deed or other transfer, and FTBNA, without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, including appointments, designations and nominations, and all other rights and interests as trustee, executor, administrator, registrar or transfer agent of stocks and bonds, guardian of estates, assignee, and receiver, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises, and interests were held or enjoyed by FHHLC or by the Survivor immediately before the Effective Time of the Affiliate Merger.

V. Liabilities Assumed. Upon and as of the Effective Time of the Affiliate Merger, the Survivor shall become and be liable for all then existing liabilities of FHHLC. All then existing debts, liabilities, obligations and contracts of FHHLC, whether matured or not matured; whether accrued, absolute, contingent, or otherwise; and whether or not reflected or reserved against balance sheets, books of account records of FHHLC as the case may be, shall be those of the Survivor and shall not be released or impaired by the Affiliate Merger. All existing rights of creditors and other obligees and all liens on property of either FHHLC or the Survivor shall be preserved unimpaired.

VI. Directors and Officers. Upon and as of the Effective Time of the Affiliate Merger:

- A. The Board of Directors of FTBNA shall consist of all persons who were the directors of FTBNA immediately before the Effective Time of the Affiliate Merger;
- B. The officers of the FTBNA immediately prior to the Effective Time of the Affiliate Merger shall remain officers of FTBNA, and
- C. The officers of FHHLC immediately prior to the Effective Time of the Affiliate Merger shall become officers of the Survivor, provided, however, that nothing herein shall be deemed to restrict in any way the rights of the shareholders and directors of FTBNA at any time after the Effective Time of the Affiliate Merger to nominate, elect, select, or remove, as the case may be such officers of the Survivor as they see fit.

VII. Effect on Stock. Upon and as of the Effective Time of the Affiliate Merger and by reason of the Affiliate Merger becoming effective:

- A. FHHL Common Stock. Each share of FHHLC Common Stock which shall be issued and outstanding immediately prior to the Effective Time of the Affiliate Merger shall, at and after the Effective Time of the Affiliate Merger, be automatically canceled without payment of consideration by reason of the common ownership of the Target by Survivor, and such shares of FHHLC shall cease to be issued and outstanding shares of FHHLC Common Stock.

- B. Outstanding Common Stock of Survivor. The shares of common capital stock of the Survivor, FTBNA, which shall be issued and outstanding at the Effective Time of the Affiliate Merger shall continue to be issued and outstanding shares of the same class of common stock of FTBNA.

VIII. Conditions to Obligations of FTBNA. The obligations of the Survivor to proceed with the Closing are subject to the satisfaction at or prior to the Closing of all the conditions set forth in this Section 8, any one or more of which, to the extent that they may be lawfully waived, may be waived, in whole or in part, by the Survivor.

- A. Regulatory Approval. The transaction contemplated by this Merger Agreement shall have received all necessary approvals, orders, and consents from all necessary governmental authorities, each such approval, order, or consent to have been granted either unconditionally or with such condition or limitation as would not materially outweigh or result in a material impairment of the economic benefit reasonably expected to be derived by FTBNA from this Affiliate Merger. All such approvals, orders, and consents shall be in effect at the Effective Time of this Affiliate Merger. All required waiting periods, if any, to consummate the transactions contemplated hereby shall have expired.
- B. Conditions of Merger Agreement. All conditions to the obligations of the Parties to this Merger Agreement shall have been satisfied or waived.

IX. Conditions to Obligations of FHHLC. The obligations of FHHLC to proceed with the Closing are subject to the satisfaction, at or prior to the Closing, of all of the conditions set forth in this Section 9, any one or more of which, to the extent they may be lawfully waived, may be waived, in whole or in part, by FHHLC.

- A. Regulatory Approval. The transaction contemplated by this Merger Agreement shall have received all necessary approvals, orders, and consents from all necessary governmental authorities, each such approval, order, or consent to have been granted either unconditionally or with such condition or limitation as would not materially outweigh or result in a material impairment of the economic benefit reasonably expected to be derived by FHHLC and the Survivor from this Affiliate Merger. All such approvals, orders, and consents shall be in effect at the Effective Time of this Affiliate Merger. All required waiting periods, if any, to consummate the transactions contemplated hereby shall have elapsed.
- B. Conditions of Merger Agreement. All conditions to the obligations of the Parties to this Merger Agreement shall have been satisfied or waived.

X. Miscellaneous.

- A. Approvals; Effective Date and Time. This Merger Agreement and the Affiliate Merger have been ratified and confirmed by the affirmative votes of First Horizon National Corporation, in its capacity as the holder of one hundred percent (100%) of the outstanding voting stock of FTBNA. This Merger Agreement and the Affiliate Merger have been ratified and confirmed by the affirmative votes of First Tennessee Bank National Association, in its capacity as the holder of one hundred percent (100%) of the outstanding voting stock of FHHLC. The Boards of Directors of the Parties have respectively approved this Merger Agreement and the Affiliate Merger. The Affiliate Merger shall become effective on the date specified in the official certification letter to be issued by the OCC.
- B. Succession. This Merger Agreement shall be binding upon, and shall inure to the benefit of the Parties and their respective successors and assigns, provided, however, that neither this Merger Agreement nor any right hereunder may be assigned by any Party without the written consent of the other Party hereto. The consent of FHN shall be binding upon its respective successors as sole shareholder of the Parties unless and until rescinded by its respective successors.
- C. Entire Agreement; Amendments; Etc. This Merger Agreement constitutes the entire agreement of the Parties hereto with respect to this Affiliate Merger and supersedes all other prior arrangements, if any, with respect thereto. This Merger Agreement may be amended, and any provision hereof waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced. Except as otherwise expressly provided herein, no person other than the Parties hereto shall have any right hereunder or be entitled to the benefit of any provision hereof.
- D. Counterparts. This Merger Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument and shall become effective when one or more counterparts hereof shall have been signed by and delivered to the Parties.
- E. Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the United States of America, including the national banking laws as contained in Title 12 of the United States Code.

IN WITNESS WHEREOF, FHHLC and FTBNA have each caused this Merger Agreement to be executed by their duly authorized officers.

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: Charles G. Burkett

Title: President

FIRST HORIZON HOME LOAN CORPORATION

By: William G. Alderman

Title: President

CERTIFICATES

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 8th day of February, 2007, personally appeared before me, a Notary Public in and for said state and county, Charles G. Burkett, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the President of First Tennessee Bank National Association, and is authorized by its Board of Directors to execute this instrument on its behalf.

Annette LeCroix
NOTARY PUBLIC

My Commission Expires: 11-10-09

Printed Name: Annette LeCroix

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 8th day of February, 2007, personally appeared before me, a Notary Public in and for said state and county, Peter F. Makowiecki, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the President of First Horizon Home Loan Corporation, and is authorized by its Board of Directors to execute this instrument on its behalf.

Annette LeCroix
NOTARY PUBLIC

My Commission Expires: 11-10-09

Printed Name: Annette LeCroix

I hereby certify this to be a true and correct copy of the original on file.
Certified on this date: May 24, 2007
Ron Thornburgh, Secretary of State