

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/11/2008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Florida Choice Bank		04/10/2008	state bank:
RECEIVING PARTY DATA			
Name:	RBC Bank (USA)		
Street Address:	3201 Beechleaf Court		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27604		
Entity Type:	state bank:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2583537	BANKING ONLINE ON YOUR OWN TIME	
Registration Number:	2395527	FLORIDA CHOICE BANK	
CORRESPONDENCE DATA			
Fax Number:	(303)313-2827		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(303) 298-5901		
Email:	ptodenver@gibsondunn.com		
Correspondent Name:	Peter F. Weinberg		
Address Line 1:	1801 California Street		
Address Line 2:	Suite 4200		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Peter F. Weinberg		
Signature:	/pfw/		

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TRADEMARK
REEL: 003766 FRAME: 0972

Date:

04/25/2008

Total Attachments: 11

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April 17, 2008

FLORIDA DEPARTMENT OF STATE
Division of Corporations

RBC BANK (USA)
3201 BEECHLEAF COURT
RALEIGH, NC 27604US

Re: Document Number F03000003067

The Articles of Merger for RBC BANK (USA), the surviving North Carolina entity, were filed on April 11, 2008.

This document was electronically received and filed under FAX audit number H08000094180.

Should you have any questions regarding this matter, please feel free to telephone (850) 245-6050, the Amendment Filing Section.

Susan Payne
Senior Section Administrator
Division of Corporations

Letter Number: 508A00023032

P.O BOX 6327 - Tallahassee, Florida 32314

ARTICLES OF MERGER
OF
FLORIDA CHOICE BANK
WITH AND INTO
RBC BANK (USA)

Pursuant to Section 607.1105 of the Florida Statutes, Florida Choice Bank, a state bank organized and existing under the laws of the State of Florida and a wholly owned subsidiary of RBC Bancorporation (USA) ("RBC Bancorporation"), a corporation organized and existing under the laws of the State of North Carolina, and RBC Bank (USA) ("RBC Bank"), a state bank organized and existing under the laws of the State of North Carolina and a wholly owned subsidiary of RBC Bancorporation, hereby execute the following Articles of Merger

1. The Agreement and Plan of Merger, providing for the merger of Florida Choice Bank with and into RBC Bank (the "Merger"), is set forth as Appendix A to these Articles of Merger.
2. RBC Bank shall be the surviving bank resulting from the Merger and shall continue to be a state bank organized and existing under the laws of the State of North Carolina.
3. Pursuant to applicable law and regulation, the Agreement and Plan of Merger was adopted by written consent of RBC Bancorporation, the sole stockholder of Florida Choice Bank and RBC Bank, dated March 14, 2008.
4. The merger is to be effective at 2 p.m., Raleigh, North Carolina time, on April 11, 2008.

IN WITNESS WHEREOF, each of the undersigned banks has caused these Articles of Merger to be executed in its name by its duly authorized officers as of the 10th day of April, 2008.

RBC BANK (USA)

By: 

Name: Gerald P. Hurst

Title: General Counsel

FLORIDA CHOICE BANK

By: _____

Name:

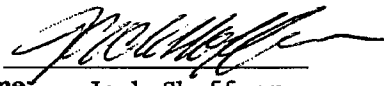
Title:

IN WITNESS WHEREOF, each of the undersigned banks has caused these Articles of Merger to be executed in its name by its duly authorized officers as of the 10th day of April, 2008.

RBC BANK (USA)

By: _____
Name:
Title:

FLORIDA CHOICE BANK

By: 
Name: Jack Shoffner
Title: Chairman/CEO

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of March 19, 2008, by and between RBC Centura Bank, a North Carolina state-chartered bank ("RBC Centura Bank"), and Florida Choice Bank, a Florida state-chartered bank ("Florida Choice Bank").

WHEREAS, RBC Centura Banks, Inc., a North Carolina corporation ("Parent") and parent of RBC Centura Bank, and Alabama National BanCorporation, an Alabama corporation and parent of Florida Choice Bank, entered into an Agreement and Plan of Merger, dated as of September 5, 2007 (the "Parent Merger Agreement"), pursuant to which Alabama National BanCorporation will merge with and into Parent (the "Parent Merger"), with Parent surviving; and

WHEREAS, contingent upon the Parent Merger and following the time at which the Parent Merger becomes effective, on the terms and subject to the conditions contained in this Agreement, the parties to this Agreement intend to effect the merger (the "Merger") of Florida Choice Bank with and into RBC Centura Bank, with RBC Centura Bank surviving;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I

THE MERGER

1.1 *Effective Time of the Merger.* Subject to the provisions of this Agreement, as soon as practicable on or after the Closing Date (as defined in Section 1.2), RBC Centura Bank shall file (A) with the North Carolina Secretary of State a duly certified copy of this Agreement, the articles of merger and a certified copy of the written approval of the Merger by the Commissioner of Banks of North Carolina in accordance with North Carolina General Statutes ("NCGS") §§ 53-13 and 55-11-05 and (B) with the Florida Secretary of State a copy of this Agreement and a copy of the articles of merger pursuant to the Florida Statutes ("FS") § 607.1105. Pursuant to NCGS § 53-13 and FS § 607.1105, the Merger shall be effective at the time agreed by the parties hereto and specified in the Articles of Merger filed with the North Carolina Secretary of State and the Florida Secretary of State (the "Effective Time").

1.2 *Closing.* The closing of the Merger will take place at a time and on a date to be specified by the parties (the "Closing Date"), but in no case prior to the time at which the Parent Merger becomes effective, at such place as is agreed by the parties hereto.

1.3 *Effects of the Merger.* At the Effective Time, (1) the separate existence of Florida Choice Bank shall cease and Florida Choice Bank shall be merged with and into RBC Centura Bank (RBC Centura Bank is sometimes referred to herein as the "Surviving Bank"), (2) the Articles of Incorporation of RBC

Centura Bank as in effect prior to the Effective Time shall be the Articles of Incorporation of the Surviving Bank, (3) the name of the Surviving Bank shall be "RBC Centura Bank", (4) the By-laws of RBC Centura Bank as in effect prior to the Effective Time shall be the By-laws of the Surviving Bank, (5) immediately following the Effective Time, the Surviving Bank shall continue to operate the main office and each of the branches of Florida Choice Bank existing as of the Effective Time as branches of the Surviving Bank at the officially designated address of each such office or branch, as listed in Annex A hereto, and shall continue to operate each of the branches of the Surviving Bank existing at the Effective Time and (6) the board of directors and officers of the Surviving Bank shall consist of the board of directors and officers of RBC Centura Bank immediately prior to the Effective Time.

1.4 *The Surviving Bank.* The Surviving Bank shall be a North Carolina state-chartered bank. The principal office of the Surviving Bank shall be at RBC Centura Bank, 3201 Beechleaf Court, Raleigh, North Carolina 27604.

1.5 *Tax Treatment.* It is the intention of the parties that the business combination contemplated herein be treated for U.S. federal income tax purposes as a reorganization within the meaning of section 368(a) of the Internal Revenue Code of 1986, as amended.

ARTICLE II

CONSIDERATION

2.1 *Effect on Florida Choice Bank Common Stock.* By virtue of the Merger and without any action on the part of the holder of any shares of common stock of Florida Choice Bank:

(a) at the Effective Time, all shares of Florida Choice Bank common stock that are owned by Florida Choice Bank as treasury stock, if any, shall be automatically cancelled and retired and shall cease to exist; and

(b) at the Effective Time, all shares of Florida Choice Bank common stock issued and outstanding shall be converted into the right to receive consideration ("Consideration") comprising such number of shares of fully paid and nonassessable RBC Centura Bank common stock that, together, have a value equal to the fair market value of the shares of Florida Choice Bank common stock (the "Fair Market Value") as of the business day immediately preceding the Closing Date, as determined in good faith by Florida Choice Bank and RBC Centura Bank. In the event that the parties are unable to agree on the Fair Market Value, Florida Choice Bank and RBC Centura Bank shall jointly select an independent third party, at the expense of RBC Centura Bank, to determine the Fair Market Value; and in the event the parties fail to agree on the selection of an independent third party, then the determination of the Fair Market Value shall be made by RBC Dain Rauscher Corporation. At the Effective Time, the shares of Florida Choice Bank common stock shall no longer be outstanding and shall be automatically cancelled

5.2 *Amendment.* This Agreement may be amended by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VI

GENERAL PROVISIONS

6.1 *Nonsurvival of Agreements.* None of the agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time.

6.2 *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (with confirmation) or mailed by registered or certified mail (return receipt requested) to:

(a) in the case of RBC Centura Bank:

Gerald P. Hurst, Esq.
RBC Centura Bank
3201 Beechleaf Court
Raleigh, North Carolina 27604
Facsimile: (919) 788-6053

With a copy to:

Donald J. Toumey, Esq.
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Facsimile: (212) 558-3350

(b) in the case of Florida Choice Bank:

Florida Choice Bank
18055 U.S. Highway 441
Mount Dora, Florida 32757

With a copy to:

Gerald P. Hurst, Esq.
RBC Centura Bank
3201 Beechleaf Court
Raleigh, North Carolina 27604
Facsimile: (919) 788-6053

6.3 *Interpretation.* When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise

indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The phrases "the date of this Agreement", "the date hereof", and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date first written above.

6.4 *Counterparts; Facsimile Signature.* This Agreement may be executed in counterparts, which shall be considered one and the same agreement, and shall become effective when 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. This Agreement may be executed by facsimile signature and a facsimile signature shall constitute an original for all purposes.

6.5 *Entire Agreement.* This Agreement (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, other than the Parent Merger Agreement.

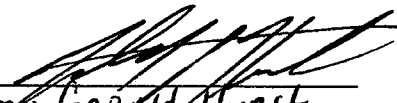
6.6 *Governing Law.* This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed wholly within such state.

6.7 *Assignment.* Neither this Agreement nor any of the rights, interests or obligations may be assigned by any of the parties hereto and any attempted or purported assignment in contravention of this Section 6.7 shall be null and void.

[Next page is a signature page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date set forth above.

RBC CENTURA BANK

By 
Name: *Gerald Hunst*
Title: *General Counsel*

FLORIDA CHOICE BANK

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date set forth above.

RBC CENTURA BANK

By _____
Name:
Title:

FLORIDA CHOICE BANK

By  _____
Name: JACK SHOFFNER
Title: CHAIRMAN/CEO

ANNEX A
Offices of Florida Choice Bank

Branch Name	Address	City	State	Zip Code
Altamonte Springs	900 W State Rd 436	Altamonte Springs	FL	32714
ChampionsGate	8321 Champions Gate Blvd	Champions Gate	FL	33896
Clermont	1615 E Hwy 50	Clermont	FL	34711
East Clermont	1820 S. Hwy 27	Clermont	FL	34711
West Clermont	1201 W Hwy 50	Clermont	FL	34711
Orlando	1000 Legion Place Ste 100	Orlando	FL	32801
Groveland	200 E Broad St	Groveland	FL	34736
Kissimmee	1818 N John Young Pkwy	Kissimmee	FL	34741
Leesburg	929 N 14th St	Leesburg	FL	34748
Longwood	1859 State Rd 434	Longwood	FL	32750
Maitland	238 S Orlando Ave	Maitland	FL	32751
Main	18055 US Hwy 441	Mount Dora	FL	32757
Ocala	716 E Silver Springs Blvd	Ocala	FL	34470
St. Cloud	2500 13th St	Saint Cloud	FL	34769

Main Office:
Florida Choice Bank
18055 U.S. Highway 441
Mount Dora, Florida 32757

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