TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/02/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chevy Chase Bank, FSB		06/02/2009	Federally Chartered Bank: MARYLAND

RECEIVING PARTY DATA

Name:	Capital One Financial Corporation
Composed Of:	COMPOSED OF Capital One National Association
Street Address:	1680 Capital One Drive
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2988610	CHANGE EXPRESS
Registration Number:	1646246	CHEVY CHASE HOME BANKING
Registration Number:	1529695	CHEVY CHASE
Registration Number:	1204811	CHEVY CHASE

CH $115.00 2988610

CORRESPONDENCE DATA

Fax Number: (804)284-6361
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 804-284-1155
Email: becky.dimmett@capitalone.com
Correspondent Name: Capital One Financial Corporation
Address Line 1: 15000 Capital One Drive
Address Line 2: 12077-0270 / Becky Dimmett
Address Line 4: Richmond, VIRGINIA 23238

ATTORNEY DOCKET NUMBER:	CHEVY CHASE ASSIGN10320
NAME OF SUBMITTER:	DENNIS BROWNE
Signature:	/dennisbrowne/
Date:	11/12/2010

Total Attachments: 32
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AGREEMENT OF MERGER
OF
CHEVY CHASE BANK, F.S.B.
WITH AND INTO
CAPITAL ONE, NATIONAL ASSOCIATION

THIS AGREEMENT OF MERGER, dated as of June 2, 2009 (this "Agreement"), is made and entered into between Capital One, National Association ("CONA") and Chevy Chase Bank, F.S.B. ("CCB"), both of which are wholly-owned subsidiaries of Capital One Financial Corporation ("COFC").

W I T N E S S E T H:

WHEREAS, CONA, OCC Charter No. 13688, a national banking association duly organized and existing under the laws of the United States with its main office located at 1680 Capital One Drive, McLean, Virginia, has authorized capital stock consisting of 10,000,000 shares of common stock, par value $10.00 per share, of which 2,363,000 shares of common stock are issued and outstanding as of the date hereof;

WHEREAS, CCB, a federal stock savings bank with its main office located at 7926 Jones Branch Drive, McLean, Virginia, has authorized capital stock consisting of 10,000,000 shares of common stock, par value $1.00 per share, of which 510,000 shares of common stock were issued and 10,000 shares are outstanding.

WHEREAS, on or immediately before the date of the Merger (as defined below), CCB will convert from a federal savings association into a national bank (the "Conversion"), and Chevy Chase Bank, National Association ("CCBNA") will be the national banking association successor to CCB upon the Conversion;

WHEREAS, after the Conversion, CCBNA, which will be a national banking association duly organized and existing under the laws of the United States with its principal office at

1680 Capital One Drive, McLean, Virginia, will have authorized capital stock consisting of 10,000,000 shares of common stock, par value $10.00 per share of which 10,000 shares of common stock will be issued and outstanding immediately after the Conversion;

WHEREAS, the respective boards of directors of CONA and CCB, acting pursuant to resolutions duly adopted pursuant to the authority given by, and in accordance with, 12 U.S.C. §§ 215a and 1828(c), have approved this Agreement and authorized the execution hereof.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

1 - THE MERGER

1.1 Merger; Surviving Association

Subject to the terms and conditions of this agreement, at the Effective Time (as hereinafter defined), CCBNA shall be merged with and into CONA, pursuant to the provisions of, and with the effect provided in, 12 U.S.C. § 215a (said transaction, the "Merger") and the corporate existence of CCBNA shall cease. CONA shall continue its corporate existence under the laws of the United States and shall be the association surviving the Merger (the "Surviving Association"). The parties hereto intend that the Merger qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") and this Agreement shall be, and is hereby adopted as, a "plan of reorganization" for purposes of Sections 354 and 361 of the Code.

1.2 Name of Surviving Association; Articles of Association and By-laws

The name of the Surviving Association shall be "Capital One, National Association." From and after the Effective Time (as defined in Section 1.3 below), the Articles of Association of CONA, as set forth in Exhibit A, shall be the articles of association of the Surviving

Association until thereafter amended in accordance with applicable law. From and after the Effective Time, the By-laws of CONA, as set forth in Exhibit B hereto, shall be the By-laws of the Surviving Association until thereafter amended in accordance with applicable law.

1.3 **Effective Time of Merger**

The Merger shall become effective at such time and on the date specified in the certificate to be issued by the Office of the Comptroller of the Currency in connection with the consummation of the Merger, which shall be a time and date agreed to by CONA and CCBNA, subject to the approval of the Office of the Comptroller of the Currency, or such other time and date as shall be provided by law and agreed to by the parties hereto. The date and time of such effectiveness is herein referred to as the "Effective Time."

1.4 **Effect of Merger**

All assets as they exist at the Effective Time shall pass to and vest in the Surviving Association without any conveyance or other transfer. The Surviving Association shall be responsible for all of the liabilities of every kind and description, including, but not limited to, liabilities arising from the operation of a trust department, of the merging institutions existing as of the Effective Time of the Merger.

1.5 **Business of Surviving Association**

The business of the Surviving Association after the Merger shall continue to be that of a national banking association and shall be conducted at its main office, which shall be located at 1680 Capital One Drive, McLean, Virginia 22102, and at all legally established branches.

1.6 **Board of Directors of Surviving Association**

The following named persons shall serve as the Board of Directors of the Surviving Association until the next annual meeting of its shareholders and until such time as their

successors shall have been elected and qualified or until their earlier death, resignation or removal:

E.R. Campbell

E. Ronald Dietz

Richard D. Fairbank

Patrick W. Gross

Pierre E. Leroy

Gary Perlin

Lynn Pike

Bradford H. Warner

2 - CAPITALIZATION AND EXCHANGE OF SHARES

2.1 Capital Stock of Surviving Association

(a) The outstanding shares of CONA common stock shall remain outstanding as part of the capital stock of the Surviving Association. The CCBNA common stock issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired, and no cash, new shares of common stock, or other property shall be delivered in exchange therefor.

(b) At the Effective Time, the Surviving Association shall have authorized capital stock consisting of 10,000,000 authorized shares of common stock, par value $10.00 per share, of which 2,363,000 shares will be issued and outstanding.

3 - CONDITIONS PRECEDENT

3.1 Conditions

The respective obligations of the parties to effect the Merger shall be subject to the satisfaction at or prior to the Effective Time of the following conditions:

(a) Shareholder Approval. The Agreement shall have been ratified and confirmed by the unanimous written consent of the sole shareholder of each of CONA and CCB in lieu of a meeting of shareholders, provided that such action by unanimous written consent is authorized under the applicable Articles of Association or By-laws or otherwise provided by law.

(b) Conversion. The Conversion of CCB into CCBNA, after receipt of all consents, approvals and permissions and the satisfaction of all of the requirements prescribed by law, including, but not limited to, the consents, approvals and permissions of all regulatory authorities which are necessary to the carrying out of the Conversion, shall have occurred.

(c) Regulatory Approvals. The parties shall have received all consents, approvals and permissions and the satisfaction of all of the requirements prescribed by law, including, but not limited to, the consents, approvals and permissions of all regulatory authorities which are necessary to the carrying out of the Merger described in this Agreement.

4 - TERMINATION

4.1 Consent of the Parties

This Agreement may be terminated by the mutual written consent of the boards of directors of CONA and CCB.

5 - MISCELLANEOUS

5.1 Further Assurances.

If at any time the Surviving Bank shall consider or be advised that any further assignments, conveyances or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Association title to any property or rights of CCBNA or otherwise carry out the provisions hereof, the proper officers and directors of CCBNA, as of the Effective Date, and thereafter the officers of the Surviving Entity acting on behalf of CCBNA, shall execute and deliver any and all proper assignments, conveyances and assurances, and do all things necessary

or desirable to vest, perfect or confirm title to such property or rights in the Surviving Association and otherwise carry out the provisions hereof.

5.2 Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement of Merger to be executed by its duly authorized officers and its corporate seal to be affixed hereto, all as of the date first set forth above.

ATTEST:

Name: Amy D. Cook
Title: Assistant Secretary

CAPITAL ONE, NATIONAL ASSOCIATION

By

Name: Andres L. Navarrete
Title: Senior Vice President and Chief Counsel, Regulatory

ATTEST:

Name: Amy D. Cook
Title: Assistant Secretary

CHEVY CHASE BANK, F.S.B.

By

Name: Stephen P. Theobald
Title: Chief Financial Officer

EXHIBIT A

ARTICLES OF ASSOCIATION
OF HIBERNIA NATIONAL BANK

ARTICLE I

Name

The name of this association shall be "Hibernia National Bank".

ARTICLE II

Purposes and Powers

The purposes of this association are declared to be to carry on the business of banking under the laws of the United States and to engage in any lawful activity permitted to banks under such laws, including without limitation the exercise of any and all fiduciary powers.

This association shall have all powers and authorities which are necessary or proper to accomplish the foregoing purposes or which may be incidental thereto and which are not expressly forbidden by law.

ARTICLE III

Duration

The corporate existence of this association shall continue until terminated in accordance with the laws of the United States.

ARTICLE IV

Location

The main office of this association shall be located in the City of New Orleans, Louisiana, and its general business shall be conducted at its main office and its branch or other offices.

The Board of Directors shall have the power to change the location of the main office within the limits of the City of New Orleans, Louisiana, and the power to establish, close, or change the location of any branch or other office, without the approval of the shareholders, but subject to other applicable requirements of law.

ARTICLE V

Capital Stock

The authorized capital stock of this association shall be 10,000,000 shares of common stock having a par value of $10.00 per share, but said capital stock may be increased or decreased from time to time in accordance with the laws of the United States.

All voting rights shall be vested in the common stock, with each shareholder of record having the right to one vote for each share of common stock registered in the name of the shareholder on the records of the association.

No holder or owner of shares of any class of the capital stock of this association shall have any preemptive or preferential right to purchase any shares of any class of stock of the association, whether now or hereafter authorized, or any obligations convertible into stock of the association, nor any right of subscription to any of the foregoing, other than such right, if any, as the Board of Directors, in its sole discretion, may from time to time establish.

The Board of Directors, at any time and from time to time, may authorize and issue debt obligations of this association, whether or not subordinated, without the approval of the shareholders.

ARTICLE VI

Directors

All the corporate powers of this association shall be vested in, and the business and affairs of this association shall be managed by, or under the direction of, a Board of Directors consisting of not less than 5, nor more than 25, persons, the exact number to be determined from time to time by the shareholders or by the Board of Directors; provided that the directors shall have no power, by amendment of the by-laws or otherwise, to reduce the number of directors having the effect of shortening the term of any incumbent director.

The directors shall have the qualifications prescribed therefor by the laws of the United States, these Articles of Association, and the by-laws.

The directors shall be elected at each annual meeting of shareholders and shall hold office until the next succeeding annual meeting and until their successors shall have been elected and qualified.

The Board of Directors shall have the power to define the duties of the officers, employees, and agents of this association; to fix the compensation to be paid to them; to dismiss them; to require bonds from them and to fix the penalty thereof; to regulate the manner in which any increase or decrease in the capital of the association shall be made; to manage and administer the business and affairs of the association; and generally to do and perform all acts that it may be legal for a board of directors to do and perform.

ARTICLE VII

Meetings of Shareholders

An annual meeting of shareholders shall be held in each calendar year for the election of directors and the transaction of such other business as may properly come before the meeting. The date, time, and place of the annual meeting of shareholders shall be fixed in accordance with the by-laws or resolution of the Board of Directors.

Special meetings of shareholders may be called at any time and place for any purpose or purposes by the Board of Directors or any other person or persons so authorized in the by-laws.

ARTICLE VIII

By-Laws

The Board of Directors may prescribe and alter by-laws not inconsistent with law regulating the conduct of business by the association and its rights and powers and the rights and powers of its shareholders, directors, officers, employees, and agents, and the Board of Directors may repeal any by-laws so prescribed.

ARTICLE IX

Amendment

These Articles of Association may be amended, modified, or restated at any time, and from time to time, by the affirmative vote of the holders of a majority of the issued and outstanding common stock of this association at any annual or special meeting of shareholders.

ARTICLE X

Indemnification

Except as prohibited by law, this association shall indemnify and hold harmless each person who was or is a director, or officer, or city board or advisory board director, of this association or who was or is serving as a director, officer, employee, fiduciary or other representative of another entity at the request of this association and may indemnify any other person, and each such person's heirs and legal representatives, in connection with any actual or threatened action, suit, proceeding, claim, investigation or inquiry, whether civil, criminal, administrative or other, related to actions taken or not taken in such person's capacity as such, whether brought by or in the name of this association or otherwise from and against any and all expenses (including attorneys' fees and expenses), judgments, fines, penalties and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, proceeding, investigation or inquiry; provided, however, that this association shall not indemnify any such officer, director or other person from or against expenses, liabilities,

judgments, fines, penalties or other payments incurred in an administrative proceeding or action instituted by an appropriate bank regulatory agency which proceeding or action results in a final order assessing civil money penalties or requiring affirmative action by such individual in the form of payments to this association; and provided, further, that a person otherwise entitled to indemnification under this Article shall be entitled to indemnification for expenses incurred in connection with an action brought by such person against this association only if (a) such action is a claim for indemnification under this Article and (b) such person prevails in the action for which expenses are claimed or indemnification of expenses is included in any settlement or is awarded by a court. Except as otherwise permitted or contemplated by this Article, the by-laws of this association or agreement, expenses incurred by any person entitled to indemnification under this Article in defending any action, suit, proceeding, investigation or inquiry shall be paid by this association in advance of the final disposition thereof upon receipt of an undertaking or agreement, in form and substance satisfactory to the Board of Directors of this association, by or on behalf of such person to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by this association as authorized in this Article or otherwise. The indemnification provided by this Article shall continue as to any person who has ceased to have the status entitling such person to indemnification under this Article, whether prior or subsequent to adoption of this Article, and shall inure to the benefit of such person's heirs and legal representatives. Nothing contained herein shall expand the indemnification to which any person is entitled by virtue of any applicable law or regulation, but this Article shall be construed as expansively as possible consistent with applicable laws and regulations. The Board of Directors of this association shall establish rules and procedures, not inconsistent with the provisions of this Article, to implement the provisions of this Article.

As approved by the Sole Shareholder of Hibernia National Bank on June 26, 1992 and amended March 22, 2000.

WRITTEN CONSENT OF SOLE SHAREHOLDER
OF
HIBERNIA NATIONAL BANK

MARCH 15, 2006

Capital One Financial Corporation, the holder of all of the issued and outstanding capital stock of Hibernia National Bank, a national banking association (the "Bank"), in accordance with Article IX of its articles of association, does hereby adopt the following resolution, such resolution to be effective April 24, 2006:

RESOLVED, that the Articles of Association of the Bank be, and the same hereby are, amended by restating Article I to read:

Name

The name of the association shall be "Capital One, National Association."

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the date first above written.

CAPITAL ONE FINANCIAL CORPORATION

By: _____
John G. Finneran, Jr.
Corporate Secretary

CERTIFICATE OF ASSISTANT SECRETARY
OF
HIBERNIA NATIONAL BANK

I, Jean K. Traub, Assistant Secretary of Hibernia National Bank, a national banking association (the "Bank"), do hereby certify that as of March 15, 2006, Capital One Financial Corporation constituted the sole shareholder of the Bank entitled to vote with respect to the subject matter of the written consent of the sole shareholder of the Bank as of such date.

IN WITNESS WHEREOF, this Certificate has been executed as of the 15th day of March 2006.

By: _____
Jean K. Traub
Assistant Secretary
HIBERNIA NATIONAL BANK

Capital One Confidential

Comptroller of the Currency
Administrator of National Banks

Southern District Licensing
500 North Akard, Suite 1600
Dallas, Texas 75201-3323

April 26, 2006

Denise Langlois Brown
Corporate Counsel
Capital One, National Association
Post Office Box 61540
New Orleans, LA 70161-1540

RE: Change in Corporate Title
Control No. 2006-SO-04-0007

Dear Ms. Brown:

The Office of the Comptroller of the Currency (OCC) has received your letter concerning the title change and the appropriate amendment to the Articles of Association. The OCC has recorded that as of April 24, 2006, the title of Hibernia National Bank, Charter No. 13688, will change to *Capital One, National Association.*

As a result of the Garn-St. Germain Depository Institutions Act of 1982, the OCC is no longer responsible for the approval of national bank name changes, nor does it maintain official records on the use of alternate titles. The use of other titles or the retention of the rights to any previously used title is the responsibility of the bank's Board of Directors. Legal counsel should be consulted to determine whether or not the new title, or any previously used title, could be challenged by competing institutions under the provisions of federal or state law.

If you have questions, please contact Licensing Applications Technician Corina Escalona by e-mail at corina.escalona@occ.treas.gov or by telephone at (214) 720-7052.

Yours truly,

Joseph T. Burbridge
Senior Licensing Analyst

WRITTEN CONSENT OF SOLE SHAREHOLDER
OF
CAPITAL ONE, NATIONAL ASSOCIATION

April 03, 2007

Capital One Financial Corporation, the holder of all of the issued and outstanding capital stock of Capital One, National Association, a national banking association (the "Bank"), in accordance with Article IX of its articles of association and Article VIII of its by-laws, does hereby adopt the following resolutions, such resolutions to be effective July, 1 2007:

RESOLVED, that the Articles of Association of the Bank be, and the same hereby are, amended by restating Article IV to read:

Location

The main office of this association shall be located in the City of McLean, Virginia, and its general business shall be conducted at its main office and its branch or other offices.

The Board of Directors shall have the power to change the location of the main office within the limits of the City of McLean, Virginia, and the power to establish, close, or change the location of any branch or other office, without the approval of the shareholders, but subject to other applicable requirements of law.

FURTHER RESOLVED, that the By-Laws of the Bank be, and the same hereby are, amended by restating Section 7.3 of Article VII to read:

Section 7.3. Governing Law. In the case of any situation not governed by the laws of the United States, the Articles of Association or these By-Laws, the rights, powers and obligations of the Bank and its shareholders, directors, officers, employees and agents shall be governed by the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the date first above written.

CAPITAL ONE FINANCIAL CORPORATION

By: _____

Name: John G. Finneran, Jr.
Title: Corporate Secretary

EXHIBIT B

AMENDED AND RESTATED
BYLAWS
of
CAPITAL ONE, NATIONAL ASSOCIATION

ARTICLE I

OFFICES

Section 1.1. Principal Office. The principal office of Capital One, National Association (the "National Bank") shall be located at 1680 Capital One Drive, McLean, Virginia 22102.

Section 1.2. Other Offices. Subject to applicable law and receipt of required regulatory approval, the National Bank may have such other offices, either within or without the Commonwealth of Virginia, as the board of directors may from time to time designate or as the business of the National Bank may from time to time require.

ARTICLE II

SHAREHOLDERS

Section 2.1. Annual Meeting. The regular annual meeting of the shareholders to elect directors and transact whatever other business may properly come before the meeting shall be held at the main office of the National Bank or at such other place, either within or without the Commonwealth of Virginia, as the board of directors may designate on such day or date as may be fixed by the Board from time to time.

Section 2.2. Special Meetings. Special meetings of shareholders for any purpose or purposes may be called at any time by the chairperson of the board, the president, the secretary, the board, a committee of the board which has been duly designated by the board whose powers and authority as expressly provided in a resolution of the board include the power to call such meetings. A special meeting shall be called by any of these upon a written demand of any group of shareholders owning, in the aggregate, not less than fifty percent (50%) of all the shares then outstanding and entitled to vote thereof, which written demand shall state the purpose or purposes of such meeting. Special meetings shall be held at such time and such place, either within or without the Commonwealth of Virginia, as may be designated in the notice of meeting. The business transacted at any special meeting shall be limited to the purposes stated in the notice of the meeting. A special meeting may be called to amend the Articles of Association or Bylaws, regardless of whether the board may amend the Bylaws in the absence of shareholder approval. At a special meeting, no business shall be transacted other than that stated in the notice of the meeting.

Section 2.3. Notice of Meetings; Waiver of Notice. Unless otherwise provided by the laws of the United States, or waived by all shareholders, or waived by the OCC if it determines that an emergency exists, a notice of the time, place, and purpose of every annual and special meeting of

the shareholders, or adjournment thereof if required, shall be given by first-class mail, postage prepaid, mailed at least 10, and no more than 60, days prior to the date of the meeting to each shareholder of record at his or her address as shown upon the books of the National Bank. Attendance by any shareholder at a meeting, in person or by proxy, shall constitute a waiver of notice by such shareholder unless such shareholder objects, at the beginning of the meeting, to the transaction of business at the meeting because proper notice was not given.

Section 2.4. Adjournment. Any meeting of shareholders, annual or special, may be adjourned from time to time to reconvene at the same or some other place. The meeting may be adjourned by approval of a majority of the shares represented, in person or by proxy, at the meeting, whether or not there is a quorum present. If no shareholder is represented at a meeting, any person entitled to preside at or act as secretary of such meeting shall have the power to adjourn the meeting. Notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment. At the adjourned meeting, the shareholders may transact any business which might have been transacted at the original meeting. If a new record date for the adjourned meeting is fixed, notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 2.5. Quorum. At each meeting of shareholders, a majority of the shares of stock issued and outstanding and entitled to vote at the meeting, represented in person or by proxy, shall constitute a quorum, except as otherwise provided by law or by the Articles of Association or these Bylaws. When a quorum is present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders.

Section 2.6. Conduct of Shareholder Meetings. Meetings of the shareholders shall be presided over by the chairperson of the board, or in his or her absence by the vice chairperson of the board, or in his or her absence by the president, or in his or her absence by a vice president, or in the absence of the foregoing persons by a chairperson designated by the board, or in the absence of such designation by a chairperson chosen at the meeting. The secretary shall act as secretary of meetings of the shareholders, but in his or her absence the person presiding over the meeting may appoint any person to act as secretary of the meeting.

Section 2.7. Voting. Each shareholder entitled to vote may vote either in person or by proxy. Except as otherwise provided by law or by the Articles of Association or these Bylaws, each shareholder of record entitled to vote shall be entitled to one vote for each share of stock registered in his or her name on the books of the National Bank as of the record date for such meeting. Except as otherwise provided by law or by the Articles of Association or these Bylaws, a majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting.

Section 2.8. Election of Directors. In all elections of directors, the number of votes cast by each common shareholder will be determined by multiplying the number of shares he or she owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. If, after the first ballot, subsequent ballots are necessary to elect directors, a

shareholder may not vote shares that he or she has already fully cumulated and voted in favor of a successful candidate.

Section 2.9. Proxies. Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing. No officer or employee of this Bank shall act as proxy. The National Bank's directors or attorneys may act as proxy if they are not also employed as an officer or employee of the National Bank. A proxy shall be valid for three years from its date, unless the proxy provides for a longer period. Proxies shall be dated and filed with the records of the meeting. Proxies with facsimile signatures may be used and unexecuted proxies may be counted upon receipt of a written confirmation from the shareholder. Proxies meeting the above requirements submitted at any time before or during a meeting shall be accepted. The National Bank may treat any duly executed proxy as not revoked and in full force and effect until it receives a duly executed instrument revoking it, or a duly executed proxy bearing a later date. The attendance at any meeting by a shareholder who has previously given a proxy applicable thereto shall not automatically have the effect of revoking the proxy.

Section 2.10. Fixing Record Date. The board of directors may fix a record date for determining shareholders entitled to notice and to vote at any meeting or any adjournment thereof, or shareholders entitled to receive payment of any dividend or the allotment of any rights, or in order to make determination of shareholders for any other proper purpose. Any date thus fixed shall not be more than seventy (70) nor less than ten (10) days prior to the date on which the meeting is to be held or the particular action is to be taken. The record date for determining shareholders entitled to demand a special meeting is the date the first shareholder signs a demand for the meeting describing the purpose or purposes for which it is to be held.

Section 2.11. Action by Shareholders Without a Meeting. Any action which may be taken or is required to be taken by approval of the shareholders at any annual or special meeting may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the shareholders of record who would have been entitled to vote upon the action if such meeting were held.

ARTICLE III

DIRECTORS

Section 3.1. General Powers. The board of directors shall have the power to manage and administer the business and affairs of the National Bank. Except as expressly limited by law, all corporate powers of the National Bank shall be vested in and may be exercised by the board.

Section 3.2. Number. The board shall consist of no less than five (5) nor more than twenty-five (25) persons, unless the OCC has exempted the National Bank from the 25-member limit. The exact number is to be fixed and determined from time to time by resolution of a majority of the full board of directors or by action of a majority of the holders of all shares issued and outstanding and entitled to vote thereon at any annual or special meeting thereof.

Section 3.3. Qualifications. Each director shall be the owner of such shares of stock in the National Bank or the National Bank's holding company, if any, as may be required by law.

Section 3.4. Election; Term of Office. Directors shall be elected at each annual meeting of the shareholders. Directors shall be elected for terms of one year. Terms of directors, including terms of directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected. Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualifies or until there is a decrease in the number of directors and his or her position is eliminated or until his or her death, resignation or removal.

Section 3.5. Resignation. A director may resign at any time by delivering written notice to the board of directors, its chairperson, the president, or the secretary of the National Bank. Unless a later effective date is specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of the resignation shall not be necessary to make it effective.

Section 3.6. Removal. Subject to applicable law, shareholders may remove one or more directors with or without cause by vote of the holders of a majority of the shares of stock issued and outstanding and entitled to vote at an election of directors. A director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

Section 3.7. Vacancies. When any vacancy occurs among the directors, such vacancy may be filled by the affirmative vote of a majority of the remaining directors or by the shareholders at a shareholders meeting. A vacancy that will occur at a specific later date by reason of a resignation effective at a later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs. Each director elected to fill a vacancy shall hold office until the expiration of the term of office of the director whom he or she has replaced.

Section 3.8. Regular and Annual Meetings. An annual meeting of the board for the election of officers shall be held, without notice, as soon as is practicable after the annual meeting of the shareholders at such time and place as the board shall determine. Regular meetings of the board shall be held, without notice, at such date, time and place as the board shall from time to time determine.

Section 3.9. Special Meetings. Special meetings of the board may be held at any time or place within or without the Commonwealth of Virginia whenever called by the chairperson of the board, the vice chairperson of the board, the president, the secretary, or by one-third or more of the directors then in office. Each member of the board of directors shall be given notice stating the time and place in person or by first class mail, telegram, cable, telephone, or other form of wire or wireless communications not later than the second day before the date of the special meeting. Notice of any special meeting may be waived by any director. Attendance at a special meeting by a director shall constitute waiver of notice of such meeting, unless that director objects, at the beginning of the meeting, to the transaction of business because of the lack of proper notice.

Section 3.10. Presence by Conference Telephone. Any member of the board or of any committee thereof may participate in a meeting of the board or of such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation in a meeting by such means shall constitute presence at the meeting.

Section 3.11. Quorum. A majority of the directors then in office shall constitute a quorum at any meeting, but a lesser number may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice other than by announcement at the meeting prior to adjournment. If the number of directors present at the meeting is reduced below the number that would constitute a quorum, no business may be transacted.

Section 3.12. Proxies Not Permitted. Directors may not vote by proxy.

Section 3.13. Vote Required for Action. Except as otherwise provided by law or by the Articles of Association or these Bylaws, the affirmative vote of a majority of the directors present at the meeting at which a quorum is present shall be the action of the board.

Section 3.14. Conduct of Meetings of the Board. Meetings of the board shall be presided over by the chairperson of the board, or in his or her absence by the vice chairperson of the board, or in his or her absence by the president, or in his or her absence by a chairperson chosen at the meeting. The secretary shall act as secretary of meetings of the board, but in his or her absence the person presiding over by meeting may appoint any person to act as secretary of the meeting.

Section 3.15. Action by Directors Without a Meeting. Any action which may be taken or is required to be taken at any meeting of the board or any committee thereof may be taken without a meeting, without prior notice and without a vote, if all the members of the board or such committee, as the case may be, consent thereto in writing.

ARTICLE IV

COMMITTEES OF THE BOARD

Section 4.1. Powers of Committees. The board of directors has power over and is solely responsible for the management, supervision, and administration of the National Bank. The board of directors may delegate its power, but none of its responsibilities, to such persons or committees as the board may determine. Each committee, to the extent provided by resolution of the board, and except as otherwise required by law, shall have and may exercise all powers and authority of the board in the management of the business and affairs of the National Bank, and may authorize the seal of the National Bank to be affixed to all papers which may require it.

However, a committee may not:

(1) Authorize distributions of assets or dividends.

(2) Approve action that the shareholders must approve.

(3) Fill vacancies on the board of directors or any of its committees.

(4) Amend the Articles of Association.

(5) Adopt, amend, or repeal the Bylaws.

(6) Authorize or approve the issuance or sale, or contract for sale, of shares, or determine the designation and relative rights, preferences, and limitations of a class or series of shares.

Section 4.2. Committees; Committee Membership. The board may from time to time designate one or more committees, each committee to consist of one or more directors, for such purposes and with such powers as the board may determine. The board shall designate the members of such committees and may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The Board may remove any member of any committee from such committee at any time, with or without cause. Vacancies in the membership of any committee shall be filled by the board.

Section 4.3. Audit Committee. There shall be an examining committee composed of no less than two (2) directors. All members of the Audit Committee shall be outside directors who are independent of the management of the National Bank. Members of the audit committee of any holding company that owns eighty percent (80%) or more of the voting shares of the National Bank may serve as members of the Audit Committee of the National Bank, so long as such members are independent of management of the National Bank and such bank holding company. The duty of the Audit Committee shall be to examine at least once during each calendar year and within 15 months of the last examination the affairs of the National Bank or cause suitable examinations to be made by auditors responsible only to the board of directors and to report the result of such examination in writing to the board at the next regular meeting thereafter. Such report shall state whether the National Bank is in a sound condition, and whether adequate internal controls and procedures are being maintained and shall recommend to the board such changes in the manner of conducting the affairs of the National Bank as shall be deemed advisable.

Section 4.4. Committee Rules. Unless the board otherwise provides, each committee designated by the board may make, alter and repeal rules for the conduct of its business. In the absence of such rules, each committee shall conduct its business in the same manner as the board conducts its business pursuant to these Bylaws.

ARTICLE V

OFFICERS AND EMPLOYEES

Section 5.1. Chairperson of the Board; Vice Chairpersons. The board of directors shall appoint one of its members to be the chairperson of the board to serve at its pleasure. Such person shall preside at all meetings of the board of directors. The chairperson of the board shall:

(1) Supervise the carrying out of the policies adopted or approved by the board;

(2) Have general executive powers, as well as the specific powers conferred by these Bylaws; and

(3) Have and may exercise such further powers and duties as from time to time may be conferred upon, or assigned by the board of directors.

The board may also appoint a vice chairperson to perform such duties as may be assigned by the board of directors.

Section 5.2. President. The board of directors shall appoint one of its members to be the president of the National Bank. In the absence of the chairperson, the president shall preside at any meeting of the board. The president shall have general executive powers, and shall have and may exercise any and all other powers and duties pertaining by law, regulation, or practice, to the office of president, or imposed by these Bylaws. The president shall also have and may exercise such further powers and duties as from time-to-time may be conferred, or assigned by the board of directors.

Section 5.3. Vice President. The board of directors may appoint one or more vice presidents. Each vice president shall have such powers and duties as may be assigned by the board of directors. The board of directors shall designate one vice president, in the absence of the president, to perform all the duties of the president.

Section 5.4. Secretary. The board of directors shall appoint a secretary, cashier, or other designated officer who shall be secretary of the board and of the National Bank. The secretary shall keep, or cause to be kept, accurate minutes of all meetings. The secretary shall:

(1) Provide for the giving of all notices required by these Bylaws;

(2) Be custodian of the corporate seal, records, documents, and papers of the National Bank;

(3) Provide for the keeping of proper records of all transactions of the National Bank;

(4) Have and may exercise any and all other powers and duties pertaining by law, regulation, or practice, to the office of cashier, or imposed by these Bylaws; and

(5) Perform such other duties as may be assigned from time to time, by the board of directors.

Section 5.5. Other Officers. The board of directors may appoint one or more assistant vice presidents, one or more trust officers, one or more assistant secretaries, one or more assistant cashiers, one or more managers and assistant managers of branches and such other officers and attorneys in fact as from time to time may appear to the board of directors to be required or desirable to transact the business of the National Bank. Such officers shall respectively exercise such powers and perform such duties as pertain to their several offices, or as may be conferred upon, or assigned to, them by the board of directors, the chairperson of the board, or the president. The board of directors may authorize an officer to appoint one or more officers or assistant officers.

Section 5.6. Election; Term of Office. An annual meeting of the board for the election of officers shall be held, without notice, as soon as is practicable after the annual meeting of the shareholders at such time and place as the board shall determine. Each officer shall hold office until his or her successor is elected and qualified or until his or her earlier death, resignation or removal.

Section 5.7. Resignation. An officer may resign at any time by delivering notice to the National Bank. A resignation is effective when the notice is given unless the notice specifies a later effective date.

Section 5.8. Removal. The board may remove any officer with or without cause at any time by a majority of the members of the entire board, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the National Bank.

Section 5.9. Vacancies. Any vacancy occurring in any office by death, resignation, removal, or otherwise may be filled by the board. An officer elected to fill a vacancy shall serve for the remainder of the term of his or her predecessor. Any vacancy occurring in the office of president shall be filled promptly by the Board.

ARTICLE VI

STOCK AND STOCK CERTIFICATES

Section 6.1. Transfers. Shares of stock shall be transferable on the books of the National Bank, and a transfer book shall be kept in which all transfers of stock shall be recorded. Every person becoming a shareholder by such transfer shall, in proportion to his or her shares, succeed to all rights of the prior holder of such shares. The board of directors may impose conditions upon the transfer of the stock reasonably calculated to simplify the work of the National Bank for stock transfers, voting at shareholder meetings, and related matters, and to protect it against fraudulent transfers.

Section 6.2. Stock Certificates. Certificates of stock shall bear the signature of the president (which may be engraved, printed, or impressed), and shall be signed manually or by facsimile process by the secretary, assistant secretary, cashier, assistant cashier, or any other officer appointed by the board of directors for that purpose, to be known as the authorized officer, and

the seal of the National Bank shall be engraved thereon. Each certificate shall recite on its face that the stock represented thereby is transferable only upon the books of the National Bank properly endorsed.

The Board may adopt or use procedures for replacing lost, stolen, or destroyed stock certificates as permitted by law.

The National Bank may establish a procedure through which the beneficial owner of shares that are registered in the name of a nominee may be recognized by the National Bank as the shareholder. The procedure may set forth:

(1) The types of nominees to which it applies.

(2) The rights or privileges that the National Bank recognizes in a beneficial owner.

(3) How the nominee may request the National Bank to recognize the beneficial owner as the shareholder.

(4) The information that must be provided when the procedure is selected.

(5) The period over which the National Bank will continue to recognize the beneficial owner as the shareholder.

(6) Other aspects of the rights and duties created.

ARTICLE VII

INDEMNIFICATION

Section 7.1. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit, or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was a director, officer or employee of the National Bank or is or was serving at the request of the National Bank as a director, officer, employee or agent of any other corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the National Bank to the fullest extent authorized by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the National Bank to provide broader indemnification rights than said law permitted the National Bank to provide prior to such amendment), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee

or agent and shall inure to the benefit of his or her heirs, executors and administrators; *provided* that such indemnification is consistent with the requirements of 12 C.F.R. 7.2014; and *provided further* that except as provided in Section 7.2 of this Bylaw with respect to proceedings seeking to enforce rights to indemnification, the National Bank shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) initiated by such person was authorized by the Board of Directors of the National Bank.

Section 7.2. If a claim under Section 7.1 of this Bylaw is not paid in full by the National Bank within thirty days after a written claim has been received by the National Bank, the claimant may at any time thereafter bring suit against the National Bank to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the National Bank) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the National Bank to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the National Bank. Neither the failure of the National Bank (including its Board of Directors, independent legal counsel or stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the National Bank (including its Board of Directors, independent legal counsel or stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 7.3. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Bylaw shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Association, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 7.4. The National Bank may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the National Bank or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the National Bank would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware; *provided* that payments for such insurance are consistent with the requirements of 12 C.F.R. 7.2014.

Section 7.5. The National Bank may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and rights to be paid by the National Bank the expenses incurred in defending any proceeding in advance of its final disposition, to any agent of the National Bank to the fullest extent of the provisions of this Bylaw with respect to the indemnification and advancement of expenses of directors, officers and employees of the National Bank.

Section 7.6. The right to indemnification conferred in this Bylaw shall be a contract right and shall include the right to be paid by the National Bank and the expenses incurred in defending any such proceeding in advance of its final disposition; *provided, however*, that if the General Corporation Law of the State of Delaware requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, with limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the National Bank of an undertaking by or on behalf of such director or officer, to repay all amounts so advanced if it shall be determined that such director or officer is not entitled to be indemnified under this Bylaw or otherwise.

Section 7.7. Any amendment or repeal of this Article VII shall not adversely affect any right or protection existing hereunder in respect of any act or omission occurring prior to such amendment or repeal.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Fiscal Year. The fiscal year of the National Bank shall be the calendar year.

Section 8.2. Corporate Seal. The National Bank shall have a corporate seal on which shall be inscribed "Capital One, National Association."

Section 8.3. Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the National Bank by the chairperson of the board, or the president, or any vice president, or the secretary, or the cashier, or, if in connection with the exercise of fiduciary powers of the National Bank, by any of those officers or by any trust officer. Any such instruments may also be executed, acknowledged, verified, delivered or accepted on behalf of the National Bank in such other manner and by such other officers as the board of directors may from time to time direct.

Section 8.4. Records. Any records maintained by the National Bank in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The National Bank shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 8.5. Corporate Governance Procedures. To the extent not inconsistent with applicable federal banking statutes or regulations or bank safety and soundness, the corporate governance procedures of the General Corporation Law of the State of Delaware will be followed.

ARTICLE IX

BYLAWS

Section 9.1. Inspection. A copy of the Bylaws and all amendments shall at all times be kept in a convenient place at the main office of the National Bank, and may be inspected by all shareholders during banking hours.

Section 9.2. Amendments. The Bylaws may be amended, altered, or repealed by an affirmative vote of a majority of the total number of the directors, or by the shareholders in accordance with applicable law.

I Jean K. Traub, certify that: (1) I am the duly constituted Assistant Secretary of Capital One, National Association (the "National Bank") and Assistant Secretary of its board of directors, and as such officer am the official custodian of its records; (2) the foregoing Bylaws are the Bylaws of the National Bank, and all of them are now lawfully in force and effect.

I have hereunto affixed my official signature and the seal of the association, in the city of McLean, Virginia, on this 24th day of July, 2008.

Jean K. Traub
Assistant Secretary