

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402545

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/13/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Metro Bancorp, Inc.		08/04/2015	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	F.N.B. Corporation
Street Address:	One F.N.B. Boulevard
City:	Hermitage
State/Country:	PENNSYLVANIA
Postal Code:	16148
Entity Type:	Corporation: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3779380	M
Registration Number:	3802769	M

CORRESPONDENCE DATA

Fax Number: 2392610057

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 239-262-1001

Email: usptomail@whitelawfirm.com

Correspondent Name: Jennifer L. Whitelaw

Address Line 1: WHITELAW LEGAL GROUP

Address Line 2: 3838 Tamiami Trail North, Suite 310

Address Line 4: Naples, FLORIDA 34103

NAME OF SUBMITTER:	Jennifer L. Whitelaw
SIGNATURE:	/JENNIFER L. WHITELAW/
DATE SIGNED:	10/19/2016

Total Attachments: 4

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of August 4, 2015 (this "Agreement"), between F.N.B. CORPORATION, a Florida corporation ("FNB"), and METRO BANCORP, INC., a Pennsylvania corporation ("MBI").

WITNESSETH:

WHEREAS, the Boards of Directors of MBI and FNB have determined that it is in the best interests of their respective companies and their shareholders, and, in the case of MBI, its other constituencies as set forth in Section 1715 of the Pennsylvania Business Corporation Law, as amended (the "PBCL"), to consummate the strategic business combination transaction provided for in this Agreement pursuant to which MBI will, on the terms and subject to the conditions set forth in this Agreement, merge with and into FNB (the "Merger"), so that FNB is the surviving company in the Merger (sometimes referred to in such capacity as the "Surviving Company"); and

WHEREAS, for federal income Tax (as defined in Section 3.10(b)) purposes, it is intended that (i) the Merger shall qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations of the U.S. Department of the Treasury promulgated thereunder (as such regulations may be amended from time to time, including corresponding provisions of successor rules and regulations thereto, the "Treasury Regulations"), (ii) FNB and MBI each be a party to the reorganization within the meaning of Section 368(b) of the Code (clauses (i) and (ii), the "Intended Tax Treatment"), and (iii) this Agreement be and is adopted as a plan of reorganization for purposes of Sections 354 and 361 of the Code; and

WHEREAS, the parties desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe certain conditions to the Merger.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger.

Subject to the terms and conditions of this Agreement, in accordance with the Pennsylvania Entity Transactions Law, as amended (the "ETL") and the Florida Business Corporation Act, as amended (the "FBCA"), at the Effective Time (as defined in Section 1.2) MBI shall merge with and into FNB. FNB shall be the Surviving Company in the Merger, and shall continue its corporate existence under the laws of the State of Florida. As of the Effective Time, the separate corporate existence of MBI shall cease.

PAGES REDACTED

IN WITNESS WHEREOF, the duly authorized officers of F.N.B. Corporation and Metro Bancorp, Inc. have executed this Agreement as of the date first above written.

F.N.B. CORPORATION

By: 

Vincent J. Delie, Jr.
President and Chief Executive Officer

METRO BANCORP, INC.

By: _____
Gary L. Nalbandian
President and Chief Executive Officer

TRADEMARK

REEL: 005903 FRAME: 0616

IN WITNESS WHEREOF, the duly authorized officers of F.N.B. Corporation and Metro Bancorp, Inc. have executed this Agreement as of the date first above written.

F.N.B. CORPORATION

By: _____
Vincent J. Delle, Jr.
President and Chief Executive Officer

METRO BANCORP, INC.

By: 
Gary L. Nalbadian
President and Chief Executive Officer