

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412504

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME		
<b>EFFECTIVE DATE:</b>	10/31/2012		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
South Valley Bank & Trust		10/31/2012	Corporation: OREGON
<b>NEWLY MERGED ENTITY DATA</b>			
<b>Name</b>	<b>Execution Date</b>	<b>Entity Type</b>	
Washington Federal	10/31/2012	Corporation: WASHINGTON	
<b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>			
<b>Name:</b>	Washington Federal		
<b>Street Address:</b>	425 Pike St.		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98101		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3221864	YOUR BUSINESS FIRST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063891708		
<i>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.</i>			
<b>Phone:</b>	206-624-3600		
<b>Email:</b>	bgoto@riddellwilliams.com		
<b>Correspondent Name:</b>	Bruce Goto		
<b>Address Line 1:</b>	1001 4th Ave., Suite 4500		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98154		
<b>NAME OF SUBMITTER:</b>	Bruce Goto		
<b>SIGNATURE:</b>	/Bruce Goto/		
<b>DATE SIGNED:</b>	01/17/2017		
<b>Total Attachments: 10</b>			

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## ARTICLES OF COMBINATION

The undersigned officers of Washington Federal, a federally chartered savings association ("Washington Federal") headquartered in Seattle, Washington, and South Valley Bank & Trust, an Oregon-chartered bank ("South Valley Bank & Trust") headquartered in Klamath Falls, Oregon, for the purpose of merging South Valley Bank & Trust with and into Washington Federal, hereby certify that:

1. Plan of Merger. Washington Federal and South Valley Bank & Trust shall be combined pursuant to that certain Bank Merger Agreement, dated as of October 24, 2012, by and between Washington Federal and South Valley Bank & Trust (the "Agreement"), pursuant to which South Valley Bank & Trust will merge with and into Washington Federal, with Washington Federal as the surviving institution. A copy of the Agreement is attached hereto as Exhibit A and incorporated herein by reference.

2. Outstanding Shares and Voting.

(a) Washington Federal. The number of issued and outstanding shares of the common stock, \$1.00 par value per share, of Washington Federal is 100, all of which were voted in favor of the Agreement.

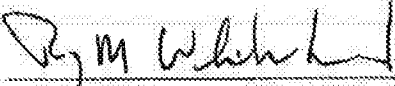
(b) South Valley Bank & Trust. The number of issued and outstanding shares of the common stock, \$2.30 par value per share, of South Valley Bank & Trust is 1,193,835, all of which were voted in favor of the Agreement.

*[Signature page follows.]*


IN WITNESS WHEREOF, each party hereto has caused this instrument to be executed in duplicate on its behalf as of the 31<sup>st</sup> day of October, 2012.

WASHINGTON FEDERAL

SOUTH VALLEY BANK & TRUST

By:   
Roy M. Whitehead  
President and Chief Executive Officer

By: \_\_\_\_\_  
William E. Castle  
President and Chief Executive Officer

By:   
Edwin C. Hedlund  
Executive Vice President and Secretary

By: \_\_\_\_\_  
Loren L. Lawrie  
Executive Vice President, Chief  
Financial Officer and Secretary

**ENDORSEMENT**

Received and endorsed pursuant to 12 C.F.R. §152.13(j), on the 31<sup>st</sup> day of October, 2012, to be effective as of 6:00 p.m., Pacific Time, on October 31, 2012.

**OFFICE OF THE COMPTROLLER OF  
THE CURRENCY**

By: \_\_\_\_\_

IN WITNESS WHEREOF, each party hereto has caused this instrument to be executed in duplicate on its behalf as of the 31<sup>st</sup> day of October, 2012.

**WASHINGTON FEDERAL**

**SOUTH VALLEY BANK & TRUST**

By: \_\_\_\_\_  
Roy M. Whitehead  
President and Chief Executive Officer

By: *William E. Castle*  
William E. Castle  
President and Chief Executive Officer

By: \_\_\_\_\_  
Edwin C. Hedlund  
Executive Vice President and Secretary

By: *Loren L. Lawrie*  
Loren L. Lawrie  
Executive Vice President, Chief  
Financial Officer and Secretary

**ENDORSEMENT**

Received and endorsed pursuant to 12 C.F.R. §152.13(j), on the 31<sup>st</sup> day of October, 2012, to be effective as of 6:00 p.m., Pacific Time, on October 31, 2012.

**OFFICE OF THE COMPTROLLER OF  
THE CURRENCY**

By: *Stephen A. Lyberger*

Exhibit A

Bank Merger Agreement

(See attached.)

(WAFD) Articles of Combination - Bank Merger  
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## BANK MERGER AGREEMENT

Bank Merger Agreement, dated as of October 24, 2012, by and between Washington Federal (the "Acquiror Bank") and South Valley Bank & Trust (the "Bank").

### WITNESSETH:

**WHEREAS**, the Bank is an Oregon chartered bank and a wholly-owned subsidiary of South Valley Bancorp, Inc., an Oregon corporation ("South Valley"); and

**WHEREAS**, the Acquiror Bank is a federally chartered savings association and a wholly owned subsidiary of Washington Federal, Inc., a Washington corporation ("Washington Federal"); and

**WHEREAS**, South Valley and Washington Federal have entered into an Agreement and Plan of Merger, dated as of April 4, 2012 (the "Agreement"), pursuant to which South Valley will merge with and into Washington Federal, with Washington Federal as the surviving corporation (the "Parent Merger"); and

**WHEREAS**, the Boards of Directors of the Bank and the Acquiror Bank have approved, and deem it advisable to consummate the merger provided for herein in which the Bank would merge with and into the Acquiror Bank on the terms and conditions herein provided immediately following the effective time of the Parent Merger.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements in the Agreement and herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **The Merger.** Subject to the terms and conditions of this Bank Merger Agreement, at the Effective Time (as defined in Section 2 hereof), the separate existence of the Bank shall cease and the Bank shall merge with and into the Acquiror Bank (the "Merger") under the applicable laws of the United States and the State of Oregon. The Acquiror Bank shall be the surviving bank of the Merger (the "Surviving Bank").

2. **Effective Time.** The Merger shall become effective on the date and at the time that articles of combination ("Articles of Combination") are filed with the Office of the Comptroller of the Currency ("OCC") pursuant to OCC regulations and with the State of Oregon Department of Consumer and Business Services, Division of Finance and Corporate Securities ("DFCS"), pursuant to the Oregon Revised Statutes ("ORS"), unless a later date and time is specified as the effective time in such Articles of Combination (the "Effective Time").

3. **Charter; Bylaws.** The Federal Stock Charter and Bylaws of the Acquiror Bank in effect immediately prior to the Effective Time shall be the Federal Stock Charter and Bylaws of the Surviving Bank, until altered, amended or repealed in accordance with their terms and applicable law.

4. **Name; Offices.** The name of the Surviving Bank shall be "Washington Federal." The main office of the Surviving Bank shall be the main office of the Acquiror Bank

immediately prior to the Effective Time. All branch offices of the Bank and the Acquiror Bank which were in lawful operation immediately prior to the Effective Time shall be the branch offices of the Surviving Bank upon consummation of the Merger, subject to the opening or closing of any offices which may be authorized by the Bank or the Acquiror Bank and the OCC after the date hereof. Schedule I hereto contains a list of each of the deposit taking offices of the Bank and the Acquiror Bank which shall be operated by the Surviving Bank, subject to the opening or closing of any offices which may be authorized by the Bank or the Acquiror Bank and the OCC after the date hereof.

5. **Directors and Executive Officers.** Upon consummation of the Merger, until changed in accordance with the Federal Stock Charter and Bylaws of the Surviving Bank, (i) the directors of the Surviving Bank shall consist of those persons who shall be directors of the Acquiror Bank immediately prior to the Effective Time, the names and residence addresses of which are set forth on Schedule II hereto and (ii) the officers of the Surviving Bank shall be the officers of the Acquiror Bank immediately prior to the Effective Time. The directors and officers of the Surviving Bank shall hold office in accordance with the Federal Stock Charter and Bylaws of the Surviving Bank.

6. **Effects of the Merger.** Upon consummation of the Merger, and in addition to the effects set forth at 12. C.F.R. § 152.13 and § 711.190 of the ORS:

(i) all rights, franchises and interests of the Bank in and to every type of property (real, personal and mixed), tangible and intangible, and choses in action shall be transferred to and vested in the Surviving Bank by virtue of the Merger without any deed or other transfer, and the Surviving Bank, 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 of stocks and bonds, guardian of estates, assignee, receiver and committee, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises and interest were held or enjoyed by the Bank immediately prior to the Effective Time;

(ii) the Surviving Bank shall be liable for all liabilities of the Bank, fixed or contingent, including all deposits, accounts, debts, obligations and contracts thereof, matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records thereof, and all rights of creditors or obligees and all liens on property of the Bank shall be preserved unimpaired; after the Effective Time, the Surviving Bank will continue to issue savings accounts on the same basis as immediately prior to the Effective Time; and

(iii) the home office and other offices of the Surviving Bank shall be as set forth on Schedule I hereto.



**7. Effect on Shares of Stock.**

(a) Each share of Acquiror Bank common stock issued and outstanding immediately prior to the Effective Time shall be unchanged and shall remain issued and outstanding.

(b) At the Effective Time, each share of Bank common stock issued and outstanding prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled. Any shares of Bank common stock held in the treasury of the Bank immediately prior to the Effective Time shall be retired and canceled.

**8. Additional Actions.** If, at any time after the Effective Time, the Surviving Bank shall consider that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm, of record or otherwise, in the Surviving Bank its rights, title or interest in, to or under any of the rights, properties or assets of the Bank acquired or to be acquired by the Surviving Bank as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Bank Merger Agreement, the Bank and its proper officers and directors shall be deemed to have granted to the Surviving Bank an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Bank and otherwise to carry out the purposes of this Bank Merger Agreement; and the proper officers and directors of the Surviving Bank are fully authorized in the name of the Bank or otherwise to take any and all such action.

**9. Counterparts.** This Bank Merger Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one agreement.

**10. Governing Law.** This Bank Merger Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the United States.

**11. Amendment.** Subject to applicable law, this Bank Merger Agreement may be amended, modified or supplemented only by written agreement of the Acquiror Bank and the Bank at any time prior to the Effective Time.

**12. Waiver.** Any of the terms or conditions of this Bank Merger Agreement may be waived at any time by whichever of the parties hereto is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such waiving party.

**13. Assignment.** This Bank Merger Agreement may not be assigned by any party hereto without the prior written consent of the other party.

**14. Termination.** This Bank Merger Agreement shall terminate upon the termination of the Agreement in accordance with its terms. This Bank Merger Agreement may also be

terminated at any time prior to the Effective Time by an instrument executed by the Acquiror Bank and the Bank.

**15. Procurement of Approvals.** The Acquiror Bank and the Bank shall use reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Bank Merger Agreement, subject to and in accordance with the applicable provisions of the Agreement, including, without limitation, the preparation and submission of such applications or other filings for approval of the Merger to the OCC and the DFCS as may be required by applicable laws and regulations.

**16. Conditions Precedent.** The obligations of the parties under this Bank Merger Agreement shall be subject to: (i) receipt of approval of the Merger from all governmental and banking authorities whose approval is required; (ii) receipt of any necessary regulatory approval to operate the main office and the branch offices of the Bank as offices of the Surviving Bank; and (iii) the consummation of the Parent Merger pursuant to the Agreement on or before the Effective Time.

**17. Effectiveness of Agreement.** Notwithstanding anything to the contrary contained herein, the execution and delivery of this Bank Merger Agreement by the parties hereto shall not be deemed to be effective unless and until the requirements of 12 C.F.R. § 152.13 and ORS §§ 711.130 through 711.145 are met.

**18. Entire Agreement.** Except as otherwise set forth in this Bank Merger Agreement and the Agreement, this Bank Merger 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.

[Signature page follows.]

**IN WITNESS WHEREOF**, each of the Acquiror Bank and the Bank has caused this Agreement of Merger to be executed on its behalf by its duly authorized officers.

**SOUTH VALLEY BANK & TRUST**

By: William E. Castle  
Name: William E. Castle  
Title: President and Chief Executive Officer

**WASHINGTON FEDERAL**

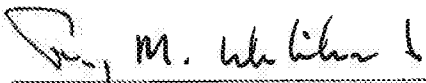
By: \_\_\_\_\_  
Name: Roy M. Whitehead  
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, each of the Acquiror Bank and the Bank has caused this Agreement of Merger to be executed on its behalf by its duly authorized officers.

**SOUTH VALLEY BANK & TRUST**

By: \_\_\_\_\_  
Name: William E. Castle  
Title: President and Chief Executive Officer

**WASHINGTON FEDERAL**

By:   
Name: Roy M. Whitehead  
Title: President and Chief Executive Officer