

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454068

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/30/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIRST Insurance Funding Corp.		09/29/2017	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Lake Forest Bank & Trust Company, N.A.
Also Known As:	FIRST Insurance Funding, a division of Lake Forest Bank & Trust Company, N.A.
Street Address:	727 North Bank Lane
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2300606	FIRST INSURANCE FUNDING CORP.
Registration Number:	4465294	FIRSTDIRECT
Registration Number:	5118315	FIRST FLEXPAY
Registration Number:	5342063	FIRST FUSION
Registration Number:	4919465	FIRST INSITE

CORRESPONDENCE DATA

Fax Number: 3126095005

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.

Email: hmiller@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 2: Vedder Price P.C.

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	00630.01.0007 & others
NAME OF SUBMITTER:	Holly Miller

CH \$140.00 2300606

SIGNATURE:	/Holly Miller/
DATE SIGNED:	12/11/2017
Total Attachments: 9 source=FIFC-LAKE FOREST BANK NA Articles of Merger#page1.tif source=FIFC-LAKE FOREST BANK NA Articles of Merger#page2.tif source=FIFC-LAKE FOREST BANK NA Articles of Merger#page3.tif source=FIFC-LAKE FOREST BANK NA Articles of Merger#page4.tif source=FIFC-LAKE FOREST BANK NA Articles of Merger#page5.tif source=FIFC-LAKE FOREST BANK NA Articles of Merger#page6.tif source=FIFC-LAKE FOREST BANK NA Articles of Merger#page7.tif source=FIFC-LAKE FOREST BANK NA Articles of Merger#page8.tif source=FIFC-LAKE FOREST BANK NA Articles of Merger#page9.tif	



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

SEPTEMBER 29, 2017

5423-480-5

SERVICE PARTNERS INFORMATION CO.
520 S 2ND ST #2-130
SPRINGFIELD IL 62701

RE FIRST INSURANCE FUNDING CORP.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND ARTICLES OF MERGER REGARDING THE ABOVE CORPORATION.

THE FILING FEE HAS BEEN RECEIVED AND CREDITED.

SINCERELY,

Jesse White

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

FORM **BCA 11.25** (rev. Dec. 2003)
**ARTICLES OF MERGER,
 CONSOLIDATION OR EXCHANGE**
 Business Corporation Act

Secretary of State
 Department of Business Services
 501 S. Second St., Rm. 350
 Springfield, IL 62756
 217-782-6961
 www.cyberdriveillinois.com

FILED

SEP 29 2017

JESSE WHITE
 SECRETARY OF STATE

Remit payment in the form of a check or money order payable to Secretary of State.

Filing fee is \$100, but if merger or consolidation involves more than two corporations, submit \$50 for each additional corporation.

File # 5423-480-5 Filing Fee: \$ 100.00 Approved lt

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

NOTE: Strike inapplicable words in Items 1, 3, 4 and 5.

1. Names of Corporations proposing to ~~consolidate~~ ^{merge} and State or Country of incorporation.
~~exchange shares~~

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>FIRST Insurance Funding Corp.</u>	<u>Illinois</u>	<u>5423-480-5</u>
<u>Lake Forest Bank & Trust Company, N.A.</u>	<u>National Banking Association</u>	<u>n/a</u>
_____	_____	_____
_____	_____	_____

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange.

3. a. Name of the ~~new~~ ^{surviving} corporation: Lake Forest Bank & Trust Company, N.A.
~~acquiring~~

b. Corporation shall be governed by the laws of: The United States for national banking associations

For more space, attach additional sheets of this size.

4. Plan of ~~consolidation~~ ^{merger} is as follows:
~~exchange~~

See attached.

merger
 5. The consolidation was approved, as to each Corporation not organized in Illinois, in compliance with the laws of the exchange state under which it is organized, and (b) as to each Illinois Corporation, as follows:

The following items are not applicable to mergers under §11.30 — 90 percent-owned subsidiary provisions. (See Article 7 on page 3.)

Mark an "X" in one box only for each Illinois Corporation.

Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 and §11.20.	By written consent of ALL shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.

It is agreed that, upon and after the filing of the Articles of Merger, Consolidation or Exchange by the Secretary of State of the State of Illinois:

- a. The surviving, new or acquiring Corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring Corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and
- c. The surviving, new or acquiring Corporation will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. Complete if reporting a merger under §11.30 – 90 percent-owned subsidiary provisions.

a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
FIRST Insurance Funding Corp	13,375	13,375

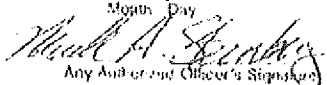
b. Not applicable to 100 percent-owned subsidiaries.

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was _____
 Month Day Year

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received? Yes No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated September 29 2017 FIRST Insurance Funding Corp.
 Month Day Year Exact Name of Corporation

 Any Authorized Officer's Signature
 MARK A. STEENBERG CEO
 Name and Title (type or print)

Dated September 2017 Lake Forest Bank & Trust Company, N.A.
 Month Year Exact Name of Corporation
 Any Authorized Officer's Signature
 Name and Title (type or print)

Dated _____ 2017 _____
 Month Day Year Exact Name of Corporation
 Any Authorized Officer's Signature
 Name and Title (type or print)

7. Complete if reporting a merger under §11.30 – 90 percent-owned subsidiary provisions.

- a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
FIRST Insurance Funding Corp.	13,375	13,375
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Not applicable to 100 percent-owned subsidiaries.

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was _____, _____.
Month Day Year

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received? Yes No

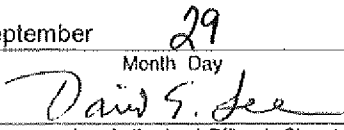
(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated September _____, 2017 FIRST Insurance Funding Corp.
Month Day Year Exact Name of Corporation

 Any Authorized Officer's Signature

_____ Name and Title (type or print)

Dated September 29, 2017 Lake Forest Bank & Trust Company, N.A.
Month Day Year Exact Name of Corporation

 Any Authorized Officer's Signature

David Lee, President and CEO
 Name and Title (type or print)

Dated _____, _____
Month Day Year Exact Name of Corporation

_____ Any Authorized Officer's Signature

_____ Name and Title (type or print)

MERGER AGREEMENT

THIS MERGER AGREEMENT (this "Agreement") is made as of September 30, 2017, among LAKE FOREST BANK & TRUST COMPANY, to be known as LAKE FOREST BANK & TRUST COMPANY, N.A., a national banking association, effective as of its proposed conversion, with its main office located at 727 North Bank Lane, Lake Forest, Illinois (the "Bank," or where appropriate, the "Continuing Bank"), and FIRST INSURANCE FUNDING CORP., an Illinois corporation with its main office located at 450 Skokie Boulevard, Suite 1000, Northbrook, Illinois 60062 ("FIFC").

RECITALS

- A. The Bank is the sole shareholder of FIFC.
- B. The National Bank Act at 12 U.S.C. Section 215a-3 permits the merger of a corporation with and into nationally-chartered banking associations.
- C. Each of the board of directors of each of the Bank and FIFC, respectively, deem it advisable to merge FIFC with and into the Bank, subject to the terms and conditions set forth in this Agreement, and have approved this Agreement and authorized its execution.

AGREEMENTS

IN CONSIDERATION OF THE PREMISES, and the mutual covenants herein contained and for the purpose of prescribing the terms and conditions of the merger of the Bank and FIFC (the "Merger"), the manner of carrying the same into effect and such other details and provisions as are deemed necessary or desirable, the parties hereby agree as follows:

ARTICLE 1 GENERAL

Section 1.1 The Merger. Pursuant to the terms and conditions of this Agreement and the provisions of Section 215a-3 of the National Bank Act, Section 18(c) of the Federal Deposit Insurance Act (12 U.S.C. § 1828(c)), the Bank and FIFC will merge under the charter of the Bank and the Bank shall be the Continuing Bank.

Section 1.2 Effective Time. The Merger shall become effective after the close of business on September 30, 2017, upon satisfaction of all requirements of law and the terms and conditions specified in this Agreement, including, among other conditions, (i) receipt of the approval of the Federal Deposit Insurance Corporation (the "FDIC") and the Office of the Comptroller of the Currency (the "OCC"), and (ii) completion of the conversion of the Bank from a state-chartered institution to a national bank. The time of such effectiveness is referred to in this Agreement as the "Effective Time."

Section 1.3 Name, Offices, Articles of Incorporation and Bylaws of the Continuing Bank.

(a) The name of the Continuing Bank shall be the “Lake Forest Bank & Trust Company, N.A.” as a result of the Merger; and

(b) The principal office and place of business of the Bank at 727 North Bank Lane, Lake Forest, Illinois 60045, shall continue as the authorized principal office and place of business of the Continuing Bank.

(c) The bylaws of the Bank, as in effect as of the Effective Time, shall be the bylaws of the Continuing Bank until the same shall be thereafter altered, amended or repealed in accordance with said bylaws, the charter of the Continuing Bank, and applicable law.

ARTICLE 2

BOARD OF DIRECTORS AND OFFICERS

Section 2.1 Board of Directors and Officers. The persons who are the directors and officers of the Bank immediately prior to the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Continuing Bank, until their respective successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the bylaws of the Continuing Bank.

ARTICLE 3

SHARES OF FIFC AND CONTINUING BANK

Section 3.1 Treatment of Shares of FIFC. Each of the shares of FIFC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled as of the Effective Time.

Section 3.2 Treatment of Shares of the Continuing Bank. Each of the shares of the Bank that is issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding, unchanged by reason of the Merger, and shall represent one share of the Continuing Bank.

ARTICLE 4

EFFECT OF THE MERGER UPON THE BANK

Section 4.1 General. Except as specifically set forth herein, at the Effective Time, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of the Bank shall continue unaffected and unimpaired by the Merger, and the corporate franchise, existence and rights of FIFC shall be merged with and into the Continuing Bank. The separate existence and corporate organization of FIFC, except insofar as any may be continued by statute, shall cease at the Effective Time. The Continuing Bank shall at and after the Effective Time possess all of the rights, privileges, immunities, powers and franchises, including appointments, designations and nominations, and all other rights and interests as trustee, executor, administrator, registrar or transfer agent of stocks and bonds, guardian, conservator, assignee,

receiver, and in every other fiduciary capacity, in the same manner and to the same extent as was held or enjoyed by FIFC at the Effective Time.

Section 4.2 **Properties of the Continuing Bank.** At the Effective Time, all property, real, personal and mixed, and all debts due on whatever account and all other choses in action and all and every other interest, of or belonging to, or due to, FIFC, shall be taken and deemed to be transferred to and vested in the Continuing Bank without further act or deed, and the title to all real estate, or any interest therein, under the laws of Illinois or of any other state or of the United States, vested in FIFC shall vest in the Continuing Bank and shall not revert or be in any way impaired by reason of the Merger. FIFC shall execute all such instruments of transfer, if any, as shall be necessary under the laws of the State of Illinois or of any other state or of the United States to vest all the right, title and interest of FIFC in and to its assets in the Continuing Bank.

Section 4.3 **Liabilities of the Continuing Bank.** The Continuing Bank at and after the Effective Time shall be responsible and liable for and assume all of the liabilities, deposits, contracts and obligations of FIFC in the same manner and to the same extent as if the Continuing Bank had itself incurred the same or contracted therefor, and any claim existing or action or proceeding pending by or against FIFC may be prosecuted to judgment as if the Merger had not taken place, or the Continuing Bank may be substituted in place of FIFC. Neither the rights of creditors nor any liens upon the property of FIFC shall be impaired by reason of the Merger, but such liens shall be limited to the property upon which they were liens immediately prior to the Effective Time.

ARTICLE 5 CONDITIONS

Section 5.1 **Condition to Consummation.** This Agreement is subject to, and consummation of the Merger herein provided for, is conditioned upon procurement of all other actions, consents, approvals or rulings, governmental or otherwise, and satisfaction of all other requirements of law (including, without limitation, the approval of the FDIC and OCC) which are, or in the opinion of counsel may be, necessary to permit or enable the Continuing Bank, upon and after the Merger, to conduct all or any part of the business and activities of FIFC in the manner in which such business and activities were conducted by each of them prior to the Merger.

**ARTICLE 6
GENERAL**

Section 6.1 Further Assurances. From time to time, as and when required by the Continuing Bank or by its successors or assignees, there shall be executed and delivered on behalf of FIFC, such deeds and other instruments, and there shall be taken or caused to be taken by it and such further and other action, as shall be appropriate or necessary to give effect to the transactions contemplated hereunder.

Section 6.2 Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 6.3 Termination. Notwithstanding anything herein to the contrary, this Agreement may be terminated by agreement of the parties, prior to the Effective Time of the Merger.

Section 6.4 Counterparts; Captions. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The title of this Agreement and the headings herein set out are for convenience of reference only and shall not be deemed a part of this Agreement.

Section 6.5 Amendment. This Agreement may be amended by agreement between the parties, prior to the Effective Time of the Merger.

Section 6.6 Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the United States and of the State of Illinois, except as otherwise required.