

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501458

| | | | |
|---|-----------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 02/23/2017 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Landmark Bank, N.A. | | 02/22/2017 | National Banking Association: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Centennial Bank | | |
| Street Address: | 620 Chestnut St | | |
| City: | Conway | | |
| State/Country: | ARKANSAS | | |
| Postal Code: | 72032 | | |
| Entity Type: | Chartered Bank: ARKANSAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3543112 | GIANTBANK.COM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5019187870 | | |
| <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> | | | |
| Phone: | 501-688-8870 | | |
| Email: | mjohnston@mwlaw.com | | |
| Correspondent Name: | Margaret A Johnston | | |
| Address Line 1: | 425 W Capitol Ste 1800 | | |
| Address Line 4: | Little Rock, ARKANSAS 72201 | | |
| NAME OF SUBMITTER: | Margaret A. Johnston | | |
| SIGNATURE: | /Margaret A Johnston/ | | |
| DATE SIGNED: | 12/10/2018 | | |
| Total Attachments: 14 | | | |
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Arkansas

State Bank Department

Certificate of Merger

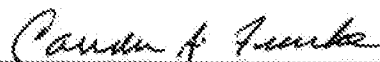
STATE OF ARKANSAS
COUNTY OF PULASKI

IN THE MERGER OF
LANDMARK BANK, NATIONAL ASSOCIATION
FORT LAUDERDALE, FLORIDA
WITH AND INTO
CENTENNIAL BANK
CONWAY, ARKANSAS

I, Candace A. Franks, Bank Commissioner of the State of Arkansas, do hereby certify that the merger of Landmark Bank, National Association, Fort Lauderdale, Florida, with and into Centennial Bank, Conway, Arkansas, has been approved by this office.

IN TESTIMONY WHEREOF, I have issued this Certificate of Merger and hereunto set my hand and caused the Seal of the Bank Commissioner, State of Arkansas, to be affixed this 23rd day of February 2017.




Candace A. Franks
Bank Commissioner

ARTICLES OF MERGER
OF
LANDMARK BANK, N.A.
INTO
CENTENNIAL BANK

OFFICIALLY FILED
WITH
ARKANSAS STATE BANK DEPARTMENT
DATE 02/23/17

Pursuant to the provisions of Arkansas Code Annotated § 23-48-503, the National Bank Act, 12 U.S.C. §21, *et seq.* (the "National Bank Act"), Landmark Bank, N.A., a national banking association ("Landmark"), and Centennial Bank, Conway, Arkansas, an Arkansas state chartered banking corporation ("Centennial"), adopt the following Articles of Merger for the purpose of merging Landmark with and into Centennial (the "Merger") and do hereby certify as follows:

FIRST: The Agreement and Plan of Merger dated February 22, 2017, between Centennial and Landmark is attached hereto as **Exhibit A** and incorporated herein by reference (the "Agreement and Plan of Merger").

SECOND: The laws of the state of Arkansas and of the United States permit the Merger, and Landmark and Centennial have complied with such laws in effecting the Merger.

THIRD: Centennial shall be the banking corporation surviving the Merger (the "Surviving Banking Corporation"). The Surviving Banking Corporation is to be governed by the laws of the state of Arkansas. The Articles of Incorporation and bylaws of Centennial as they shall exist at the time of the Merger shall be and remain the Articles of Incorporation and bylaws of the Surviving Banking Corporation.

FOURTH: As to Landmark, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on the Agreement and Plan of Merger are as follows:

| <u>Name of the Corporation</u> | <u>Number of Shares Outstanding</u> | <u>Entitled to Vote as a Class</u> | |
|--------------------------------|-------------------------------------|------------------------------------|-------------------------|
| | | <u>Designation of Class</u> | <u>Number of Shares</u> |
| Landmark Bank | 12,370,298 Common | None | None |

FIFTH: The Agreement and Plan of Merger was approved by Landmark in accordance with the applicable provisions of the National Bank Act. The Agreement and Plan of Merger was approved by Centennial in accordance with the applicable laws of the State of Arkansas.

SIXTH: As to Landmark, the total number of shares voted for and against the Merger, and as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Agreement and Plan of Merger, are as set forth below:

| <u>Name of the Corporation</u> | <u>Total Voted For</u> | <u>Total Voted Against</u> | <u>Entitled to Vote as a Class</u> | |
|--------------------------------|------------------------|----------------------------|------------------------------------|----------------------|
| | | | <u>Voted For</u> | <u>Voted Against</u> |
| Landmark Bank | 12,370,298 Common | None | N/A | N/A |

The Agreement and Plan of Merger was duly and validly approved and the Merger was authorized by Giant Holdings, Inc., the parent and sole shareholder of Landmark effective on February 22, 2017, in actions taken without requirement of holding a meeting by consenting to the action taken and waiving any notice required. As a result, the actions of the sole shareholder of Landmark was lawfully taken.

SEVENTH: No shares of Centennial capital stock will be issued as part of the Merger; accordingly, pursuant to the Ark. Code Ann. § 23-48-503(a)(5), no vote of the shareholders of Centennial is required to approve the Merger.

EIGHTH: Upon approval of these Articles of Merger by the Arkansas State Bank Department, the merger shall be effective at the close of business of Landmark on February 23, 2017 as determined by the rules of the Federal Reserve Bank.

NINTH: The address of Centennial is 620 Chestnut St, Conway, AR 72032.

[signature pages follow]

CENTENNIAL BANK

Attest:

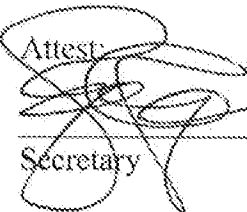
Holly McNamee
Secretary


By:

Tracy French
President and Chief Executive Officer

[signatures continue on following pages]

Signature Page to Articles of Merger

Attest:

Secretary

LANDMARK BANK, N.A.

By: _____
Perry A. LaCaria
President and Chief Executive Officer

[signatures continue on following pages]

CERTIFICATE

I, Tracy French, being the duly elected President and Chief Executive Officer of Centennial Bank ("Centennial") do hereby certify that these Articles of Merger and the Agreement and Plan of Merger attached thereto were not required to be approved by the shareholders of Centennial as stated in the foregoing Articles of Merger.

CENTENNIAL BANK

By 
Tracy French
President and Chief Executive Officer

[signatures continue on following pages]

Signature Page to Articles of Merger

TRADEMARK
REEL: 006498 FRAME: 0051

CERTIFICATE

I, Perry A. LaCaria, being the duly elected President and Chief Executive Officer of Landmark Bank ("Landmark"), do hereby certify that these Articles of Merger and the Agreement and Plan of Merger attached thereto were approved by the affirmative vote of 100% of the holders of the outstanding capital stock of Landmark, consisting of 12,370,298 shares of capital stock, pursuant to informal action or approval of the sole shareholder lawfully taken effective February 22, 2017.

LANDMARK BANK, N.A.

By 
Perry A. LaCaria
President & Chief Executive Officer

[acknowledgements continue on following pages]

Signature Page to Articles of Merger

TRADEMARK
REEL: 006498 FRAME: 0052

STATE OF ARKANSAS)
) ss
COUNTY OF FAULKNER)

Tracy French, being the President and Chief Executive Officer of Centennial Bank, and being duly sworn, deposes and says that the facts stated in the foregoing Articles of Merger are true and correct.

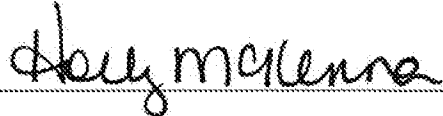
CENTENNIAL BANK

By: 
Tracy French
President and Chief Executive Officer

Sworn and subscribed to before me this 21 day of February, 2017

My Commission Expires

HOLLY MCKENNA
Notary Public - Arkansas
Faulkner County
Commission #12383919
My Commission Exp. 05-22-2023

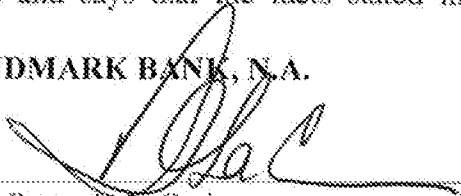


[acknowledgements continue on following page]

STATE OF FLORIDA)
) ss
COUNTY OF Broward)

Perry A. LaCaria, being the duly elected President and Chief Executive Officer of Landmark Bank, N.A. and being duly sworn, deposes and says that the facts stated in the foregoing Articles of Merger are true and correct.

LANDMARK BANK, N.A.

By: 
Perry A. LaCaria
President and Chief Executive Officer

Sworn and subscribed to before me this 22 day of February, 2017.

My Commission Expires:





Exhibit A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made as of this 22nd day of February, 2017, and entered into pursuant to the Arkansas Business Corporation Act, the Arkansas Banking Code and the National Bank Act, between Centennial Bank, an Arkansas state chartered banking corporation ("Centennial"), with its principal banking office located at 620 Chestnut Street, Conway, Arkansas 72032, and Landmark Bank, N.A. a national banking association ("Landmark"), with its principal banking office located at 2600 East Commercial Boulevard, Fort Lauderdale, Florida 33307.

WHEREAS, both of the constituent banking corporations desire to merge;

WHEREAS, Landmark has authorized capital stock of 50,000,000 shares of common stock, par value \$0.125 per share, of which 12,370,298 shares of common stock are currently issued and outstanding, and authorized capital of stock of 2,000,000 shares of preferred stock, par value \$.01 per share, of which no shares are currently issued and outstanding.

WHEREAS, Centennial has authorized capital stock of 2,400 shares of common stock, par value \$25 per share, of which 2,400 shares of common stock are currently issued and outstanding;

WHEREAS, no shares of Centennial capital stock will be issued as part of the merger; accordingly, pursuant to the Ark. Code Ann. § 23-48-503(a)(5), no vote of Home BancShares, Inc. ("HBS"), the sole shareholder of Centennial, is required to approve the Merger;

WHEREAS Giant Holdings, Inc. ("GHI") owns 100% of the outstanding capital stock of Landmark and has authorized and voted the capital stock of Landmark for this merger, subject to the completion of a merger of GHI with and into HBS; and

WHEREAS, the Board of Directors of HBI has approved the Agreement and Plan of Merger dated November 7, 2016, as amended, merging GHI with and into HBI which also contemplates the subsequent merger of Landmark into Centennial;

NOW, THEREFORE, the banking corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Landmark shall be and hereby is merged with and into Centennial, with Centennial being the banking corporation surviving the merger.

SECOND: The authorized shares and outstanding shares of stock of Landmark shall not be converted into shares of Centennial, but rather shall be cancelled as HBI will own 100% of the outstanding shares of capital stock of Centennial and of Landmark at the time of the merger. As a result, Ark. Code Ann. §23-48-506 is not applicable. No shares of capital stock of Centennial will be issued as part of the merger.

THIRD: The terms and conditions of the merger are as follows:


- A. The Articles of Incorporation of Centennial shall be and remain the Articles of Incorporation of Centennial, until the same is altered, amended or repealed as provided therein or by law.
- B. The bylaws of Centennial as it exists at the Effective Time shall be and remain the bylaws of Centennial, until the same is altered, amended or repealed as provided therein or by law.
- C. The directors and officers of Centennial in office immediately prior to the Effective Time shall continue in office as directors and officers of Centennial until their successors have been duly elected and qualified.
- D. The principal banking office of Centennial shall continue to be located at 620 Chestnut Street, Conway, Arkansas 72032, after the Effective Time.
- E. This merger shall become effective following the approval of the Articles of Merger by the Arkansas State Bank Commissioner and the Arkansas State Banking Board, at the date and time set forth in the Articles of Merger (the "Effective Time").

F. (1) The assets and liabilities of Centennial, including its charter and corporate records as they exist at the Effective Time shall be and remain the assets and liabilities of Centennial following the Effective Time.

(2) At the Effective Time, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of any and every kind and description of Landmark shall be transferred and allocated to, vested in and devolve upon Centennial without further act or deed, and all property, rights, and every other interest of Landmark shall be the property of Centennial as they were of Landmark. Landmark hereby agrees from time to time, as and when requested by Centennial or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other actions as Centennial may deem necessary or desirable in order to allocate to, vest in and confirm to Centennial title to and possession of any property of Landmark acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise carry out the intent and purposes hereof, and the proper officers and directors of Centennial are fully authorized in the name of Landmark or otherwise to take any and all such action. Likewise, Centennial does hereby assume all obligations, debts, duties and liabilities of Landmark which are outstanding at the Effective Time.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and by the Board of Directors of GHI, as the sole shareholders of Landmark has caused these presents to be executed by the duly authorized officer of each party hereto as of the date first written above.

CENTENNIAL BANK

By: 
Tracy French, President and Chief Executive Officer

LANDMARK BANK, N.A.

By: _____
Perry A. LaCaria, President and Chief Executive Officer

F. (1) The assets and liabilities of Centennial, including its charter and corporate records as they exist at the Effective Time shall be and remain the assets and liabilities of Centennial following the Effective Time.

(2) At the Effective Time, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of any and every kind and description of Landmark shall be transferred and allocated to, vested in and devolve upon Centennial without further act or deed, and all property, rights, and every other interest of Landmark shall be the property of Centennial as they were of Landmark. Landmark hereby agrees from time to time, as and when requested by Centennial or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other actions as Centennial may deem necessary or desirable in order to allocate to, vest in and confirm to Centennial title to and possession of any property of Landmark acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise carry out the intent and purposes hereof, and the proper officers and directors of Centennial are fully authorized in the name of Landmark or otherwise to take any and all such action. Likewise, Centennial does hereby assume all obligations, debts, duties and liabilities of Landmark which are outstanding at the Effective Time.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and by the Board of Directors of GHI, as the sole shareholders of Landmark has caused these presents to be executed by the duly authorized officer of each party hereto as of the date first written above.

CENTENNIAL BANK

By: _____
Tracy French, President and Chief Executive Officer

LANDMARK BANK, N.A.

By:  _____
Perry A. LaCaria, President and Chief Executive Officer