

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	09/14/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VENTURE BANK		09/14/2018	Corporation:
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
CHOICE FINANCIAL GROUP	09/14/2018	Corporation:	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	CHOICE FINANCIAL GROUP		
Street Address:	6210 WAYZATA BLVD		
Internal Address:	ATTN: MARY LOR		
City:	GOLDEN VALLEY		
State/Country:	MINNESOTA		
Postal Code:	55416		
Entity Type:	Corporation: NORTH DAKOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1698408	TWIST-EASE	
Registration Number:	4395188	THE FREEDOM STAND	
Registration Number:	5093870		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	m.lor@bankwithchoice.com		
Correspondent Name:	CHOICE FINANCIAL GROUP		
Address Line 1:	6210 WAYZATA BLVD		
Address Line 2:	ATTN: MARY LOR		
Address Line 4:	GOLDEN VALLEY, MINNESOTA 55416		
NAME OF SUBMITTER:	MARY LOR		

OP \$90.00 1698408

SIGNATURE:	/MARYLOR/
DATE SIGNED:	12/27/2018
Total Attachments: 15 source=Filed Articles of Merger#page1.tif source=Filed Articles of Merger#page2.tif source=Filed Articles of Merger#page3.tif source=Filed Articles of Merger#page4.tif source=Filed Articles of Merger#page5.tif source=Filed Articles of Merger#page6.tif source=Filed Articles of Merger#page7.tif source=Filed Articles of Merger#page8.tif source=Filed Articles of Merger#page9.tif source=Filed Articles of Merger#page10.tif source=Filed Articles of Merger#page11.tif source=Filed Articles of Merger#page12.tif source=Filed Articles of Merger#page13.tif source=Filed Articles of Merger#page14.tif source=Filed Articles of Merger#page15.tif	



INVOICE / STATEMENT
SECRETARY OF STATE
 SFN 16748 (12-2015)

Make checks payable to Secretary of State or complete the credit card (VISA, MasterCard, Discover, or American Express) information at the bottom. To assure proper credit to your account, please return this portion to:

SECRETARY OF STATE
 STATE OF NORTH DAKOTA
 600 E BOULEVARD AVE DEPT 108
 BISMARCK ND 58505-0500

ID # 014457303
 MELISSA YORK
 REINHART BOERNER VAN DEUREN SC
 1000 N WATER ST STE 1700
 MILWAUKEE WI 53202-3197

ID # 014457303

detach along this line

9/12/2018

9/12/2018

RECEIPT - 1743101	442705	50.00		
WORK ORDER - 1666012	9/12/2018			
BK ARTLS MERG/CONSOL	VENTURE BANK (MN) INTO CHOICE FINAN			
	CIAL GROUP (ND BANK) 1685200			
	EFFECTIVE 09/14/2018	50.00		
	BALANCE DUE	.00	1666012	.00

SECRETARY OF STATE
 STATE OF NORTH DAKOTA
 600 E BOULEVARD AVE DEPT 108
 BISMARCK ND 58505-0500
 WEBSITE SOS.ND.GOV

ACCOUNTING (701) 328-3723
 GENERAL INFORMATION (701) 328-2900
 ND TOLL-FREE (800) 352-0867

(ALL ITEMS REQUIRED TO COMPLETE)

Card #

V#* -

Card Expires / ZIP Code

Month Year

Signature Date

TRADEMARK
 * 3 digits for VISA, MasterCard or Discover

State of North Dakota

SECRETARY OF STATE



CERTIFICATE OF MERGER OF DOMESTIC AND FOREIGN CORPORATIONS INTO

CHOICE FINANCIAL GROUP

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that Articles of Merger of VENTURE BANK, a Minnesota Banking Corporation into

CHOICE FINANCIAL GROUP

a North Dakota State Banking Corporation, duly signed and verified pursuant to North Dakota statutes governing mergers, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger of VENTURE BANK into

CHOICE FINANCIAL GROUP

Effective date of merger: September 14, 2018
Issued: September 14, 2018

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

TRADEMARK

REEL: 006609 FRAME: 0554

FD# 1685200

ARTICLES OF MERGER

OF

VENTURE BANK
(a Minnesota State Banking Corporation)

INTO

CHOICE FINANCIAL GROUP
(a North Dakota State Banking Corporation)

RECEIVED

SEP 12 2018

SEC. OF STATE

1666012

Pursuant to the provisions of Title 6, Chapters 03-11 and 03-12 and Title 10, Chapter 19.1-99 of the North Dakota Century Code and Section 49.411 of the Minnesota Statutes, the undersigned adopt the following Articles of Merger:

1. **Constituent Corporations.** The names and number of outstanding shares of the corporations that are parties to the Merger are:

(a) Venture Bank, a Minnesota state banking corporation ("Venture"), which has authorized capital consisting of 650,000 shares of common stock, \$1.00 par value ("Venture Common Stock"), of which all shares are presently validly issued and outstanding.

(b) Choice Financial Group, a North Dakota banking corporation ("Choice"), which has authorized capital consisting of 1,000 shares of common stock, \$100.00 par value ("Choice Common Stock"), of which all shares are presently validly issued and outstanding.

2. **Agreement and Plan of Merger.** The Agreement and Plan of Merger between Choice Financial Group and Venture Bank, dated May 25, 2018, is attached hereto as Attachment No. 1 and incorporated herein by reference (the "Agreement and Plan of Merger").

3. **Surviving Corporation.** Choice will be the banking corporation to survive the Merger.

(a) **Governing Law.** The surviving corporation shall be governed by the laws of the State of North Dakota.

(b) **Name.** As a result of the merger and at the effective time, the name of the surviving corporation shall be "Choice Financial Group".

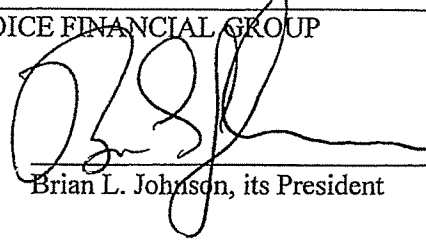
4. **Necessary Approvals.** The Agreement and Plan of Merger has been duly adopted and approved by at least (i) a two-thirds majority of the shareholders of Choice Common Stock pursuant to Title 6, Chapter 3-11 and Title 10 Chapter 19.1-99.1(b) of the North Dakota Century Code and (ii) a majority of the shareholders of Venture Common Stock pursuant to Section 49.37 of the Minnesota Statutes.

NORTH DAKOTA
9-14 2018
Secretary of State
77



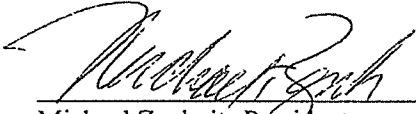
5. **Effective Time of Merger.** The effective date and time of the Merger shall be the close of business on September 14, 2018.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Merger effective as of the 14th day of September, 2018.

VENTURE BANK By: _____ Michael Zenk, its President	CHOICE FINANCIAL GROUP By:  Brian L. Johnson, its President
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5. **Effective Time of Merger.** The effective date and time of the Merger shall be the close of business on September 14, 2018.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Merger effective as of the 14th day of September, 2018.

<p>VENTURE BANK</p> <p>By:  Michael Zenk, its President</p>	<p>CHOICE FINANCIAL GROUP</p> <p>By: _____ Brian L. Johnson, its President</p>
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Attachment No. 1

**AGREEMENT AND PLAN OF MERGER
BETWEEN
CHOICE FINANCIAL GROUP
AND
VENTURE BANK**

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of the 25th day of May, 2018, by and between Choice Financial Group, a North Dakota chartered bank ("CFG" or where appropriate, the "Resulting Bank") and Venture Bank, a Minnesota chartered bank ("Venture"). CFG and Venture are sometimes referred to herein as the "Merging Banks."

RECITALS

A. Reference is made to that certain Stock Purchase Agreement by and between Choice Financial Holdings, Inc., a North Dakota corporation ("CFH"), and Venture Bancshares, Inc., a Minnesota corporation ("VBI"), dated February 19, 2018, as amended (the "SPA").

B. Upon the terms and subject to the conditions set forth in the SPA, CFH shall acquire all of the outstanding shares of stock of Venture from VBI. Such transaction is referred to herein as the "Venture Stock Purchase."

C. As soon as reasonably practicable after the consummation of the Venture Stock Purchase, Venture shall be merged with and into CFG, whereupon the separate corporate existence of Venture shall cease. Accordingly, this Agreement and all actions contemplated hereby are subject to and conditioned upon the consummation of the Venture Stock Purchase.

D. CFG is a wholly owned subsidiary of CFH.

E. Venture is currently a wholly owned subsidiary of VBI and upon consummation of the Venture Stock Purchase shall become wholly owned subsidiary of CFH.

F. The board of directors of each of CFG and Venture deem it advisable to merge the Merging Banks under the charter of CFG and the name of "Choice Financial Group," subject to the terms and conditions set forth in this Agreement and in accordance with applicable laws of the United States, North Dakota and Minnesota. A majority of the board of directors of each of the Merging Banks has approved such merger (the "Merger") and authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and conditions hereinafter contained, the Merging Banks agree as follows:

ARTICLE I THE MERGER

1.1 **Resulting Bank.** Subject to the terms and conditions set forth herein, Venture shall be merged into, and under the charter of, CFG pursuant to the provisions of, and with the effect provided in, Title 6 of the North Dakota Century Code, as amended (the "Act"), and CFG shall be the bank resulting from such merger (the "Resulting Bank"). The name of the Resulting Bank shall be "Choice Financial Group" and the present main banking premise of CFG shall be the main banking premise of the Resulting Bank and the present branch offices of Venture shall be branches of the Resulting Bank.

1.2 **Effective Time.** Subject to and upon satisfaction of all requirements of law and other conditions specified in this Agreement, this Agreement shall be effective as of the date and time set forth in the merger certificate issued by the North Dakota Department of Financial Institutions (the "Effective Time").

1.3 **Charter.** The charter of CFG, as in effect as of the Effective Time, shall be the charter of the Resulting Bank until the same shall be thereafter altered, amended or repealed in accordance with said charter and applicable law.

1.4 **Bylaws.** The bylaws of CFG, as in effect as of the Effective Time, shall be the bylaws of the Resulting Bank until the same shall be thereafter altered, amended or repealed in accordance with said bylaws, the charter of the Resulting Bank, and applicable law.

1.5 **Regulatory and Stockholder Approvals.** This Agreement is subject to applicable regulatory approval and the sole shareholder of each of the Merging Banks.

ARTICLE II EFFECT OF MERGER

2.1 **Corporate Existence.** As of the Effective Time, the corporate existences of each of the Merging Banks shall, with the full effect provided for in the Act, be merged into and continued in the Resulting Bank under the charter of CFG. The Resulting Bank shall be considered the same business and corporate entity as each of the Merging Banks, with all the property, rights, powers, duties and obligations of each of the Merging Banks except as affected by the laws of the United States and by the charter and bylaws of the Resulting Bank. The separate existence of Venture shall cease except to the extent provided by applicable law.

2.2 **Rights and Liabilities of the Resulting Bank.** The Resulting Bank shall be liable for all liabilities of each of the Merging Banks, and all rights, franchises and interests of each of the Merging Banks in and to every species of property, real, personal and mixed, and choses in action thereunto belonging, shall be deemed to be transferred to and vested in the Resulting Bank without any deed or other transfer, and the Resulting Bank, without any order or other action on the part of any court or otherwise, shall hold and enjoy the same and all rights of property, franchises, and interests, including appointments, designations and nominations and all other rights and interests as trustee, executor, administrator, registrar or transfer agent of stocks

and bonds, guardian, assignee, receiver, and in every other fiduciary capacity, in the same manner and to the same extent as such rights of property, franchises and interests were held and enjoyed by each of the Merging Banks. Any reference to any of the Merging Banks in any writing, whether executed or taking effect before or after the Merger, shall be deemed a reference to the Resulting Bank if not inconsistent with the other provisions of such writing.

2.3 **Books of the Resulting Bank.** The assets, liabilities, reserves and accounts of each of the Merging Banks shall be recorded on the books of the Resulting Bank at the amounts at which each shall have been carried on the books of the Merging Banks at the Effective Time.

2.4 **Effectiveness of Prior Corporate Acts and Authorizations.** All corporate acts, plans, policies, contracts, approvals and authorizations of each of the Merging Banks, their respective stockholders, boards of directors, committees elected or appointed by their boards of directors, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, contracts, approvals, and authorizations of the Resulting Bank and shall be as effective and binding thereon as the same were with respect to any of the Merging Banks. In the event there is a conflict or inconsistency between policies in effect at CFG and Venture, the Resulting Bank shall address and resolve such conflict or inconsistency. The employees of the Merging Banks shall become the employees of the Resulting Bank.

ARTICLE III CONVERSION AND CANCELLATION OF SHARES; CONDITIONS PRECEDENT TO MERGER

3.1 **Conversion and Cancellation of Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any share of capital stock of Venture or CFG;

- (a) CFH shall continue to be the sole shareholder of CFG; and
- (b) each share of capital stock of Venture that is issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall be canceled and shall cease to exist.

3.2 **Condition Precedent to Merger.** Effectuation of the Merger herein provided for is conditioned upon:

- (a) consummation of the Venture Stock Purchase in accordance with the terms and conditions set forth in the SPA;
- (b) approval of the Merger by each applicable regulatory authority;
- (c) approval of this Agreement by vote of the sole shareholder of CFG and Venture; and

(d) procurement of all other consents and approvals, and satisfaction of all other requirements prescribed by law, which are necessary for consummation of the Merger.

ARTICLE IV GENERAL PROVISIONS

4.1 Post-Merger Agreements. Each of the Merging Banks hereby appoints the Resulting Bank to be its true and lawful attorney for the purpose of taking, in its name, place and stead, any and all actions that the Resulting Bank deems necessary or advisable to vest in the Resulting Bank title to all property or rights of each of the Merging Banks or otherwise to effect the purposes of this Agreement, and each of the Merging Banks hereby grants to said attorney full power and authority to take all actions necessary to effect those purposes, including the power to execute, in its name, place and stead, such further assignments or assurances in law necessary or advisable to vest in the Resulting Bank title to all property and rights of each of the Merging Banks.

4.2 Termination. This Agreement shall automatically terminate upon: (i) the termination of the SPA; or (ii) the mutual written consent of CFG and Venture.

4.3 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Merging Banks; provided, however that after this Agreement has been approved by the stockholders of the Merging Banks, no such amendment shall affect the rights of such stockholders in a manner which is materially adverse to the interests of such stockholders.

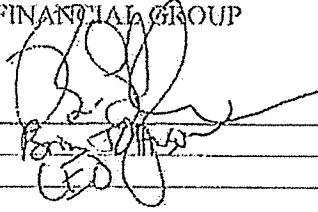
4.4 Captions. The captions in this Agreement have been inserted for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

4.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original, but all of which together shall constitute one and same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Merging Banks has caused this Agreement to be executed by its duly authorized officers and its corporate seal to be affixed hereto as of the date first above written.

CHOICE FINANCIAL GROUP

By: 
Name: _____
Its: _____

VENTURE BANK

By: _____
Name: _____
Its: _____

39526885

39569151v3

IN WITNESS WHEREOF, each of the Merging Banks has caused this Agreement to be executed by its duly authorized officers and its corporate seal to be affixed hereto as of the date first above written.

CHOICE FINANCIAL GROUP

By: _____
Name: _____
Its: _____

VENTURE BANK

By: *Gregory N. Stanley*
Name: *Gregory N. Stanley*
Its: *V.P. and Chief Operating Officer*



State of North Dakota

DEPARTMENT
of FINANCIAL
INSTITUTIONS

I. Lise Kruse
Commissioner

Aaron K. Webb
Assistant Commissioner

Ryan Spah
Chief Examiner - Banks

Corey J. Krebs
Chief Examiner - Credit Unions

CSBS ACCREDITED 1993
NASCUS ACCREDITED 2000
CSBS/AARMR MORTGAGE ACCREDITED 2015

July 23, 2018

RECEIVED

JUL 24 2018

SEC. OF STATE

1446012

Honorable Alvin A. Jaeger
Secretary of State
600 East Boulevard
Bismarck ND 58505

Dear Mr. Jaeger:

The State Banking Board under Section 6-03-11, North Dakota Century Code, approved Venture Bank, Bloomington, Minnesota to merge into Choice Financial Group, Fargo, North Dakota. Enclosed please find a copy of the Order approved by the State Banking Board, Plan of Merger, and a check for the fee.

Please note that Choice Financial Group has indicated that they plan to merge the two banks immediately following completion of the stock purchase, sometime between September 1, 2018 and September 15, 2018.

Please feel free to contact me if you have any questions.

Sincerely,

Aaron Webb
Assistant Commissioner

AW:hl

Enclosures

cc: Federal Deposit Insurance Corporation (w/enc)
Federal Reserve (w/enc)
Examiner (w/enc)

STATE OF NORTH DAKOTA

BEFORE THE

COUNTY OF BURLEIGH

STATE BANKING BOARD

In the Matter of the Application by)
Choice Financial Group, Fargo,)
North Dakota, to merge Venture Bank,)
Bloomington, Minnesota, into)
Choice Financial Group, Fargo,)
North Dakota.)

ORDER

The State Banking Board ("Board") at a regular meeting held on July 12, 2018, at the Department of Financial Institutions, 2000 Schafer Street, Suite G, Bismarck, North Dakota, did act upon the application by Choice Financial Group, Fargo, North Dakota, to merge Venture Bank, Bloomington, Minnesota, into Choice Financial Group, Fargo, North Dakota.

The Board finds that public notice of the application was accomplished pursuant to §13-02-13-03.1, N.D. Admin. Code, which allows the applicant to elect to publish a joint state and federal notice of the application pursuant to the procedural requirements of federal law. The notice of application was published in the Sun Current, Bloomington, Minnesota, on June 7, June 21, and July 5, and the Fargo Forum, Fargo, North Dakota on May 28, June 11, and June 25. The public comment periods ended on June 7, 2018.

The Board finds that the applicant has satisfied all application requirements as set forth in section 13-02-13-02 of the North Dakota Administrative Code.

The Board has received all pertinent materials and reviewed the relevant law relating to this application, and in making its decision has considered all factors contained within section 13-02-13-04 of the North Dakota Administrative Code.

NOW, THEREFORE, the State Banking Board after due consideration of all relevant information, grants approval of the application by Choice Financial Group, Fargo, North Dakota, to merge Venture Bank, Bloomington, Minnesota, into Choice Financial Group, Fargo, North Dakota.

TRADEMARK

REEL: 006509 FRAME: 0566

The following conditions are made a part of this ORDER:

- A. The applicant bank shall secure the approval to merge from the Federal Deposit Insurance Corporation.
- B. The applicant bank shall file a full report with the Department immediately after the merger becomes effective, including a statement of the assets and liabilities of the consolidated institution.
- C. The applicant bank has until July 12, 2019, to effectuate the merger approval granted herein.

In accordance with section 6-03-13.3 of the North Dakota Century Code, Choice Financial Group is hereby authorized to continue operations in the former office locations of Venture Bank.

Dated this 12th day of July, 2018.

STATE BANKING BOARD



Lise Kruse, Chair

Signed on behalf of the State Banking Board pursuant to a duly approved motion of the Board on July 12, 2018.

ATTEST:



Aaron Webb, Secretary