FORM PTO-1594

RECOF

02-09-1999

100961902

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Attorney Docket No. 6373.0996

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name(s) of conveying party(ies):

Pittsburgh National Bank

[ ] Individual(s) [X] Association
[ ] General Partnership [ ] Limited Partnership
[ ] Corporation

Other: 2.4.99

Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

3. Nature of conveyance:

[ ] Assignment [X] Merger
[ ] Security Agreement [X] Change of Name

Other:

Execution Date: January 19, 1993

2. Name(s) and address(es) of receiving party(ies):

Name: PNC Bank, National Association

Address: Fifth Avenue and Wood Street
Pittsburgh, Pennsylvania 15222

[ ] Individual(s)
[X] Association National Banking Association
[ ] General Partnership
[ ] Limited Partnership
[ ] Corporation
[ ] Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? [ ] Yes [X] No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

945,798
1,130,114
1,149,148

Additional numbers attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christie Baty Heinze

Address: Finnegan, Henderson, Farabow, Garrett & Dunner, L.L.P.
1300 I Street, N.W.
Washington, D.C. 20005-3315

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): $ 90

[X] Enclosed
[ ] Authorized to be charged to deposit account
[X] Authorized to be charged to deposit account only if fee is deficient

8. Deposit account number:

06-0916

02/08/1999 DNGUYEN 00000130 945798

01 FC:481 40.00 OP
02 FC:482 50.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Christie Baty Heinze
Name of Person Signing

Christie Baty Heinze
Signature

February 4, 1999
Date

Total number of pages including cover sheet, attachments, and document: 8

**AGREEMENT AND PLAN OF MERGER OF**
**MARINE BANK**
**WITH AND INTO**
**PITTSBURGH NATIONAL BANK, TO BE**
**KNOWN AS PNC BANK, NATIONAL ASSOCIATION**

Agreement and Plan of Merger ("Agreement") dated as of January 19, 1993, adopted and made by and between MARINE BANK ("Marine"), a Pennsylvania banking association having its principal office at 901 State Street, Warren, Warren County, Pennsylvania, and PITTSBURGH NATIONAL BANK to be known as PNC BANK, NATIONAL ASSOCIATION ("PNB"), a national banking association having its principal office at Pittsburgh, Allegheny County, Pennsylvania (Charter No. 252), each acting pursuant to resolutions adopted by the vote of a majority of its directors in accordance with 12 U.S.C. §215, and joined in by PNC FINANCIAL CORP ("PNC Financial"), a Pennsylvania corporation having its principal place of business at Fifth Avenue and Wood Street, Pittsburgh, Pennsylvania.

**WITNESSETH**

**WHEREAS,** Marine is a banking institution organized and existing under the laws of the Commonwealth of Pennsylvania, the authorized capital stock of which consists of 1,260,000 shares of common stock, $5.00 par value ("Marine Common Stock"), of which 1,080,204 shares are issued, outstanding and owned indirectly by PNC Financial as of the date hereof; and

**WHEREAS,** PNB is a national banking association, the authorized capital stock of which consists of 4,000,000 shares of common stock, $10 par value, of which 3,084,950 shares are issued, outstanding and owned indirectly by PNC Financial as of the date hereof; and

**WHEREAS,** PNC Financial is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and is registered as a bank holding company pursuant to the Bank Holding Company Act of 1956, as amended, and owns, through its wholly owned subsidiary, PNC Bancorp, Inc., all of the outstanding shares of capital stock of Marine and PNB; and

**WHEREAS,** the respective Boards of Directors of Marine, PNB and PNC Financial deem the merger of Marine with and into PNB, under and pursuant to the terms of conditions herein set forth or referred to, desirable and in the best interests of the respective banks and their respective shareholders and the respective Boards of Directors of Marine and PNB have adopted resolutions approving this Agreement;

**NOW, THEREFORE,** in consideration of the premises and of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

## ARTICLE I
## Merger

Subject to the terms and conditions of this Agreement, on the Effective Date (as hereinafter defined), Marine shall be merged with and into PNB pursuant to the provisions of, and with the effect provided in, 12 U.S.C. §215a and Section 1606 of the Pennsylvania Banking Code (said transaction being hereinafter referred to as the "Merger"). On the Effective Date, the separate existence of Marine shall cease and PNB, as the surviving entity, shall continue unaffected and unimpaired by the Merger, and shall be liable for all of the liabilities of Marine existing at the Effective Date. The name of the surviving entity shall continue to be Pittsburgh National Bank. (PNB as existing on and after the Effective Date being hereinafter sometimes referred to as the "Surviving Bank").

## ARTICLE II
## Articles of Association and By-Laws

The Articles of Association and the By-Laws of PNB in effect immediately prior to the Effective Date shall be the Articles of Association and the By-Laws of the Surviving Bank, in each case until amended in accordance with applicable law. The Articles of Association of PNB as in effect immediately prior to the Effective Date are set forth in **Exhibit A** hereto and incorporated herein by reference.

## ARTICLE III
## Board of Directors

On the Effective Date, the Board of Directors of the Surviving Bank shall consist of those persons serving as directors of PNB immediately prior to the Effective Date plus those persons selected by the sole shareholder, PNC Financial, immediately prior to the Effective Date.

## ARTICLE IV
## Capital

The shares of capital stock of PNB issued and outstanding immediately prior to the Effective Date shall, on the Effective Date, continue to be issued and outstanding.

The shares of capital stock of Marine issued and outstanding immediately prior to the Effective Date, shall on the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired, and no cash, new shares of common stock, or other property shall be delivered in exchange therefor.

## ARTICLE V
## Effective Date of the Merger

The Merger shall be effective at the time and on the date specified in the certificate issued by the Comptroller of the Currency with respect thereto or, if such certificate cannot theretofore be obtained, on the date of consummation at the time agreed to by the parties (such date and time being herein referred to as the "Effective Date").

## ARTICLE VI
## Further Assurances

If at any time the Surviving Bank shall consider or be advised that any further assignments, conveyances or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Bank title to any property or rights of Marine, or otherwise carry out the provisions hereof, the property officers and directors of Marine, as of the Effective Date, and thereafter the officers of the Surviving Bank acting on behalf of Marine, shall execute and deliver any and all property assignments, conveyances and assurances, and do all things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Bank and otherwise carry out the provisions hereof.

## ARTICLE VIII
## Termination

Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated by the mutual written consent of the parties hereto.

## ARTICLE IX
## Condition

The Merger is subject to the condition that this Agreement be approved by the shareholder of Marine.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed in counterparts by their duly authorized officers and their corporate seals to be hereunto affixed and attested by their officers thereunto duly authorized, all as of the day and year first above written, and the directors constituting a majority of the Board of Directors of each of Marine and PNB have hereunto subscribed their names.

**ATTEST**

Assistant Corporate Secretary

**PNC FINANCIAL CORP**

By:

COMMONWEALTH OF PENNSYLVANIA )
) ss:
COUNTY OF Erie )

On this 19th day of January, 1993, before me, a notary public for the state and county aforesaid, personally came Edward P. Junker, III, as Chairman of the Board, and R. Perrin Baker, as Secretary, of Marine Bank, and each in such capacity acknowledged the foregoing instrument to be the act and deed of Marine Bank and the seal affixed thereto to be its seal; and came also

J. Boyd Bert, Jr.
H. David Bowes
Harry W. Conarro
William B. Conner
William J. Douglass, Jr.
~~XXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
Edward P. Junker, III
~~XXXXXXXXXXXXXXXXXXXXXX~~
James C. Levinson
~~XXXXXXXXXXXXXXXXXXXX~~
Murray K. McComas
~~XXXXXXXXXXXXXXXXXX~~
Louis I. Pollock
Bruce H. Raimy
~~XXXXXXXXXXXXXXXXXXX~~
William C. Schulz
~~XXXXXXXXXXXXXXXXXXXX~~
Edward I. Stanley, Jr.
R. Benjamin Wiley
David E. Zuern
James A. Zurn

being a majority of the board of directors of Marine Bank and each of them acknowledged said instrument to be the act and deed of Marine Bank and of himself as a director thereof.

WITNESS my official seal and signature this day and year aforesaid.

(Seal of Notary)

Cheryl Lynn McDonald
Notary Public
My commission expires_____

NOTARIAL SEAL
CHERYL LYNN McDONALD, NOTARY PUBLIC
ERIE, ERIE COUNTY, PENNSYLVANIA
MY COMMISSION EXPIRES NOV. 1, 1993

**ATTEST**

Secretary

**MARINE BANK**

By: Chairman

**MAJORITY OF DIRECTORS:**

J. Boyd Bert, Jr.

H. David Bowes

Harry W. Conarro

William B. Conner

William J. Douglass, Jr.

A. James Freeman

William M. Hilbert, Sr.

Edward P. Junker, III

Bernard J. Lechner

James C. Levinson

George P. Loranger

Murray K. McComas

Ray L. McGarvey

Louis I. Pollock

Bruce H. Raimy

Paul C. Roche, Jr.

William C. Schulz

Jacqueline J. Sobania

Edward I. Stanley, Jr.

R. Benjamin Wiley

David E. Zuern

James A. Zurn

COMMONWEALTH OF PENNSYLVANIA )
) SS;
COUNTY OF ALLEGHENY )

On this 18th day of February, 1993, before me, a notary public for the state and county aforesaid, personally came James E. Rohr, as Chairman of the Board, and Thomas R. Moore, as Assistant Secretary, of PNC Bank, N.A., and each in such capacity acknowledged the foregoing instrument to be the act and deed of PNC Bank, N.A. and the seal affixed thereto to be its seal; and came also

B. R. Brown
Constance E. Clayton, Ed.D.
Fitz Eugene Dixon, Jr.
A. James Freeman
Stuart Heydt, M.D.
Edward P. Junker, III
Thomas A. McConomy
Robert C. Milsom
Thomas H. O'Brien
J. Dennis O'Connor
Rocco A. Ortenzio
Robert Clifton Robb, Jr.
James E. Rohr
Daniel M. Rooney
Seth E. Schofield
Robert M. Valentini

being a majority of the board of directors of PNC Bank, N.A. and each of them acknowledged said instrument to be the act and deed of PNC Bank, N.A. and of himself or herself as a director thereof.

WITNESS my official seal and signature this day and year aforesaid.

(Seal of Notary)

Janet L. Walters
Notary Public
My Commission expires

Notarial Seal
Janet L. Walters, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Oct. 11, 1993
Member, Pennsylvania Association of Notaries

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ATTEST

PNC BANK, N.A.

MAJORITY OF DIRECTORS:

B. R. Brown

Constance E. Clayton, Ed.D.

Fitz Eugene Dixon, Jr.

A. James Freeman

Stuart Heydt, M.D.

Edward P. Junker, III

Thomas A. McConomy

Robert C. Milsom

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J. Dennis O'Connor

Rocco A. Ortenzio

Robert Clifton Robb, Jr.

James E. Rohr

Daniel M. Rooney

Seth E. Schofield

Robert M. Valentini

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