

FORM PTO-1594
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

01-05-2000

1 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of

101236465

attached original documents or copy thereof.

1. Name of conveying party(ies):

NationsBanc Montgomery Securities, Inc.

- Individual(s)
- General Partnership
- Corporation-State North Carolina
- Other

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

2. Name and address of receiving party(ies)

Name: NationsBanc Montgomery Securities, Inc.

Internal Address: _____

Street Address: 100 North Tryon Street

City: Charlotte State: NC ZIP: 28255

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 9, 1997

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

A. Trademark Application No.(s)

Appl. No. 75/405,568 - NMSGI

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE "A"

Additional numbers attached? Yes No

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

Name: Martha Gayle Barber, Esq.
ALSTON & BIRD LLP
Internal Address: P.O. Drawer 34009

Street Address: 1211 E. Morehead Street

City: Charlotte State: NC ZIP: 28234

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

If additional fees are needed please use:

8. Deposit account number:

16-0605

(Attach duplicate copy of this page if paying by deposit account)

01/05/2000 DCURTIS 00000083 75403568

DO NOT USE THIS SPACE

01 FC:481 / 40.00 DP
02 FC:482 / 125.00 DP

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.

Martha Gayle Barber
Name of Person Signing

Martha Gayle Barber
Signature

Dec. 13, 1999
Date

Total number of pages including cover sheet, attachments, and document: 9

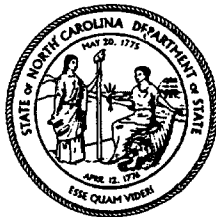
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002006 FRAME: 0248

SCHEDULE "A"

<u>MARK</u>	<u>REG. NO.</u>	<u>REGISTERED</u>
BETTING ON THE BIOLOGY	1,815,123	January 4, 1994
THE POWER OF GROWTH	2,113,822	November 18, 1997
MSGSI	2,140,597	March 3, 1998
HITS	2,174,155	July 21, 1998
MONTGOMERY SECURITIES 500 GROWTH STOCK INDEX	2,258,456	July 6, 1999

STATE OF NORTH CAROLINA



Department of The
Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

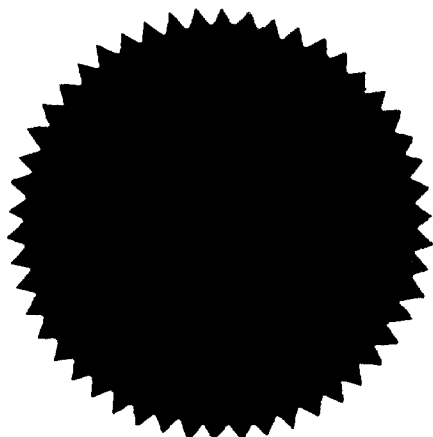
ARTICLES OF MERGER

OF

NATIONSBANC MONTGOMERY SECURITIES, INC.
INTO
NATIONSBANC MONTGOMERY SECURITIES, INC.

the original of which is now on file and a matter of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 11th day of October, 1999.



Elaine F. Marshall

Secretary of State

0-0262304

FILED

230 pm

DEC 22 1997

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State of North Carolina

Department of the Secretary of State

ARTICLES OF MERGER OR SHARE EXCHANGE EFFECTIVE 12-31-97 11:58 pm

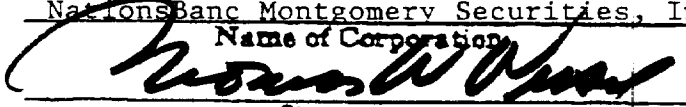
ELAINE F MARSHALL
SECRETARY OF STATE
NORTH CAROLINA

Pursuant to §55-11-05 of the General Statutes of North Carolina, the undersigned corporation as the surviving corporation in a merger or the acquiring corporation in a share exchange, as the case may be, hereby submits the following Articles of Merger or Share Exchange.

- The name of the surviving or acquiring corporation is NationsBanc Montgomery Securities, Inc. a corporation organized under the laws of Delaware; the name of the merged or acquired corporation is NationsBanc Montgomery Securities, Inc. a corporation organized under the laws of North Carolina.
- Attached is a copy of the Plan of Merger or Share Exchange that was duly adopted in the manner prescribed by law by the board of directors of each of the corporations participating in the merger or share exchange.
- With respect to the surviving/acquiring corporation (check either a or b, whichever is applicable):
 - Shareholder approval was not required for the merger or share exchange.
 - Shareholder approval was required for the merger or share exchange, and the merger or share exchange was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
- With respect to the merged/acquired corporation (check either a or b, whichever is applicable):
 - Shareholder approval was not required for the merger or share exchange.
 - Shareholder approval was required for the merger or share exchange, and the merger or share exchange was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
- These articles will be effective upon filing, unless a delayed date and/or time is specified: 11:58 p.m. on December 31, 1997.

This the 9th day of December, 1997

NationsBanc Montgomery Securities, Inc.
Name of Corporation


Signature

Thomas W. Weisel, CEO & Chairman
Type or Print Name and Title

NOTES:

- Filing fee is \$50. This document and one exact or conformed copy of these articles must be filed with the Secretary of State.
- Certificate(s) of Merger must be filed pursuant to the requirements of NCGS §47-18.1.

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 9, 1997 by and among NationsBanc Montgomery Securities, Inc., a North Carolina corporation (the "Merging Corporation"), and NationsBanc Montgomery Securities, Inc., a Delaware corporation (the "Surviving Corporation").

WHEREAS, each of the Boards of Directors of the Merging Corporation and the Surviving Corporation has determined that it is in their best interests to consummate the business combination transaction provided for herein in which Merging Corporation will, subject to the terms and conditions set forth herein, merge with and into Surviving Corporation (the "Merger"), which will be the surviving corporation; and

WHEREAS, the parties desire to make agreements in connection with the Merger and also to prescribe certain conditions to the Merger;

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

1.1 *The Merger.* Subject to the terms and conditions of this Agreement, in accordance with the Delaware General Corporation Law (the "DGCL"), and the North Carolina Business Corporation Act (the "NCBCC"), at the Effective Time (as defined in Section 1.2 hereof), the Merging Corporation shall merge with and into the Surviving Corporation. The Surviving Corporation shall be the surviving corporation in the Merger and shall continue its corporate existence under the laws of the State of Delaware. Upon consummation of the Merger, the separate existence of the Merging Corporation shall terminate. For Federal Income Tax purposes, this transaction is intended to be a merger qualifying as a reorganization under Internal Revenue Code Section 368(a).

1.2 *The Effective Time.* Subject to the provisions of this Agreement, as soon as practicable following the date hereof, the parties shall file such certificates or articles of merger executed in accordance with the relevant provisions of the DGCL and the NCBCC and shall make any other filings or recordings required thereunder. The Merger shall become effective at 11:58 p.m. on December 31, 1997 or at such other time as the Merging Corporation and the Surviving Corporation shall agree should be specified in the certificate or articles of merger (the time the Merger becomes effective being hereinafter referred to as the "Effective Time").

1.3 *Effects of the Merger.* At and after the Effective Time, the Merger shall have the effects set forth in the DGCL and the NCBCC. The directors and officers of the Merging Corporation immediately prior to the Effective Time shall be the

directors and officers of the Surviving Corporation following the Merger, each to hold office in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.

1.4 *Conversion of Interests.* At the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Corporation, the Merging Corporation, or the holder of any of the outstanding common stock of the Merging Corporation, each share of common stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall be converted, upon surrender to the Surviving Corporation of the certificate or certificates formerly representing each such share, into one share of common stock, no par value, of the Surviving Corporation.

1.5 *Certificate of Incorporation.* At the Effective Time, the Articles of Incorporation of the Surviving Corporation in effect as of the Effective Time shall be the Articles of Incorporation of Surviving Corporation until thereafter changed or amended as provided therein or under applicable law.

1.6 *By laws.* At the Effective Time, the By-laws of the Surviving Corporation in effect as of the Effective Time shall be the By-laws of Surviving Corporation until thereafter changed or amended as provided therein or under applicable law.

1.7 *Termination.* The Agreement may be terminated at any time prior to the Effective Time by the mutual consent of Surviving Corporation and the Merging Corporation in a written instrument, if the Board of Directors of each so determines by a vote of a majority of the members of its entire Board.

1.8 *Effect of Termination.* In the event of termination of this Agreement by either Surviving Corporation or Merging Corporation as provided in Section 1.7, this Agreement shall forthwith become void and have no effect, and neither Surviving Corporation nor Merging Corporation nor any of their respective officers or directors shall have any liability of any nature whatsoever hereunder, or in connection with the transactions contemplated hereby.

1.9 *Entire Agreement.* This 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.

1.10 *Governing Law.* This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina without regard to any applicable conflicts of law principles.

1.11 *Severability; No Third Party Beneficiaries.* Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable. This Agreement is not intended to confer upon any person other than the parties here any rights or remedies hereunder.

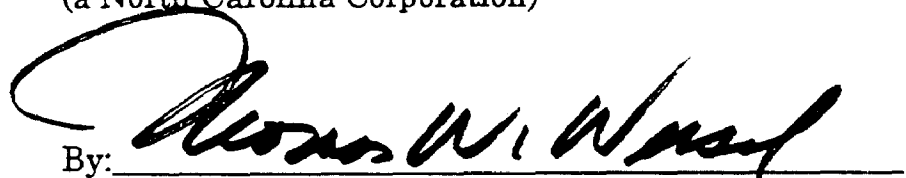
IN WITNESS WHEREOF, Surviving Corporation and Merging Corporation have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

NATIONSBANC MONTGOMERY SECURITIES, INC.
(a Delaware Corporation)

By: 

Name: Thomas W. Weisel
Title: Chairman and Chief Executive Officer

NATIONSBANC MONTGOMERY SECURITIES, INC.
(a North Carolina Corporation)

By: 

Name: Thomas W. Weisel
Title: Chairman and Chief Executive Officer