MED 11/4/44 10B



06-08-2000



ET

101377696

1. Name of conveying party: First American Corporation, 721 First American Center, Nashville, TN 37237

2. Name and address of receiving party:

120021 1000 1000 1000 1000 1000 1000

AmSouth Bancorporation AmSouth-Sonat Tower 1900 Fifth Avenue North Birmingham, AL 35203

11-09-1999

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #31

3. Nature of conveyance and execution date: Articles of Merger, effective as of 5:00 p.m., October 29, 1999, a copy of which is attached.

03-27-2000

4. Trademark Registration & Application Numbers:

___38 __Trademark Registration Numbers as follows:

101297795

Mark

Registration Number

	8
AMERISTAR	1,467,612
AMERISTAR with Design	1,495,347
ANYTIME BANKING CONNECTION	1,703,668
BUSINESSPAK	1,897,094
DEPOSIT GUARANTY	1,583,904
DEPOSIT GUARANTY CORP.	1,520,115
DEPOSIT GUARANTY GOLF CLASSIC	1,633,483
DEPOSIT GUARANTY NATIONAL BANK	1,521,230
DEPOSIT GUARANTY SHOP 'N' BANK	1,647,639
Design of V Shapes forming stylized star	1,236,704
DG INVESTOR SERIES	1,770,436
FANCIFUL REPRESENTATION OF A STAR	1,174,514
FIRSTSWEEP	2,106,663
GNET	2,123,033
GNET AND DESIGN	2,185,293
GOLDEN EAGLE PASSBOOK ACCOUNT	953,864
GROW WITH US	1,755,711
GUARANTY GREETINGS AND DESIGN	2,002,273
GUARANTY PAYCHEK	2,175,347
GUARANTY PLUS	1,755,674
GUARANTYCALL	1,694,840
GUARANTYCARD	1,731,586
GUARANTYCHEK	1,796,080
GUARANTYCONNECT	2,059,988 2,275,248 1,907,605
GUARANTYCONNECT	2,275,248
GUARANTYFIRST	1,907,605
GUARANTYLEASE	2,164,544 1,331,254 1,764,102
GUARANTYLINE	1,331,254
GUARANTYLINK	
GUARANTYNET	2,126,743
GUARANTYPAK	1,733,542 1,719,595
GUARANTY-SELECT	1,11,000
LEAF(Design)	1,863,926

\NASH_LEGAL\VOL1\Trademark

TRADEMARK ಶಾಸ್ತ್ರಿಪ್

REEL: 002084 FRAME: 0306

LEAF (Design)	1,302,045
MATCHMAKER	1,850,860
PARKSOUTH	2,173,618
PERFORM	1,324,991
PLASTICARD PLUS	1,378,438

Trademark Application Numbers as follows:

Mark **Application Number**

CENTRALSOUTH	75/399,265
DEPOSIT GUARANTY DISCOUNT BROKERAGE	75/404,539
STEWARDSHIP FUNDS	75/418,711

5. Mail correspondence concerning document to:

Eliza L. Petznick, Esq. AmSouth Bank Law Department Post Office Box 11007 Birmingham, AL 35288

With copy to: Mary Neil Price, Esq. AmSouth Bank/First American Legal Department 721 First American Center Nashville, TN 37237

- 6. Total number of applications/ registrations involved: Forty-one (41)
- 7. Total fee (37 CFR 3.41), enclosed: \$1,025.00
- 8. Deposit account number: N/A
- 8. 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.

By:

eil Price, Executive Vice President,

General Counsel and Corporate Secretary

10/29/99

Date

Total Number of Pages for This Cover Sheet: Two (2)

\\NASH_LEGAL\VOL1\Trademark\FAC cover.doc Part B



99 001 29 AM 9: ARTICLES OF MERGER

RILEY DARNELL OF SECRETARY OF STATE

FIRST AMERICAN CORPORATION

WITH AND INTO

AMSOUTH BANCORPORATION

Pursuant to Sections 105 and 107 of Chapter 21 of the Tennessee Business Corporation Act, the undersigned hereby executes the following articles of merger:

- 1. The Agreement and Plan of Merger is attached hereto as Exhibit A.
- 2. The Agreement and Plan of Merger was adopted by the Board of Directors of AmSouth Bancorporation at a meeting held on October 21, 1999 and by the Unanimous Written Consent of the Board of Directors of First American Corporation, dated as of October 21, 1999. Approval by the shareholders of First American Corporation was not required by chapter 21 of the Tennessee Business Corporation Act.
- 3. With respect to AmSouth Bancorporation, the plan of merger and the performance of its terms were duly authorized by all action required by the laws of the state of Delaware and by the AmSouth Bancorporation charter.
- 4. These Articles of Merger shall be effective as of 5:00 p.m., Eastern Standard Time, October 29, 1999.

Date: October 29, 1999

FIRST AMERICAN CORPORATION

Rv

Name:Sloan

E President

Suntine Office

NY12525: 227650.2

AGREEMENT AND PLAN OF MERGER

MERGING

FIRST AMERICAN CORPORATION

WITH AND INTO

AMSOUTH BANCORPORATION

This Agreement and Plan of Merger ("Agreement of Merger") pursuant to section 253 of the Delaware General Corporation Law (the "DGCL") and chapter 21, section 105 of the Tennessee Business Corporation Act (the "TBCA") is dated as of October 21, 1999 and is entered into between AmSouth Bancorporation, a Delaware corporation ("AmSouth"), and First American Corporation, a Tennessee corporation ("First American"). AmSouth and First American are sometimes hereinafter collectively referred to as the "Constituent Companies".

WHEREAS, AmSouth is a corporation duly organized and existing under the laws of the State of Delaware having an authorized capital stock consisting of 750 million shares of common stock, par value \$1.00 per share (the "AmSouth Common Stock"), of which 391,360,219 shares are now duly and validly issued and outstanding;

WHEREAS, First American is a corporation duly organized and existing under the laws of the State of Tennessee having an authorized capital stock consisting of 200 million shares of common stock, par value \$2.50 per share ("First American Common Stock"), of which 100 shares are now duly and validly issued and outstanding and are owned by AmSouth;

WHEREAS, the registered office of AmSouth in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle, and the name of its registered agent at such address is The Corporation Trust Company; and the registered office of First American in the State of Tennessee is located at 700 First American Center, Nashville, Tennessee 37237.

WHEREAS, the Board of Directors of AmSouth proposes to merge First American with and into AmSouth pursuant to the DGCL and the TBCA, upon the terms and subject to the conditions hereinafter provided (the "Merger"); and

WHEREAS, the Board of Directors of First American also proposes the Merger upon the terms and subject to the conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and provisions contained or referenced herein, the Constituent Companies do hereby enter into this Agreement of Merger and prescribe the terms and conditions of the Merger and the mode of carrying the Merger into effect, as follows:

NY12532: 266419.2

SECTION 1

MERGER

- (a) First American shall be merged with and into AmSouth (which entity, as thus constituted, is herein referred to as the "Surviving Corporation") pursuant to the provisions of, and with the effect provided in, the DGCL, the TBCA and this Agreement of Merger.
- (b) As soon as the parties hereto or their representatives shall designate, the Constituent Companies shall cause a Certificate of Ownership and Merger to be executed, acknowledged and filed with the Secretary of State of Delaware as provided in section 253 of the DGCL and Articles of Merger to be executed and filed with the Secretary of State of the State of Tennessee as provided in chapter 21, section 105 of the TBCA. The Merger shall become effective at 5:00 p.m., Eastern Standard Time, on October 29, 1999, as provided in the Certificate of Ownership and Merger and as provided for in applicable law (the "Effective Time").

SECTION 2

SURVIVING CORPORATION

- (a) From and after the Effective Time, (i) the name of the Surviving Corporation shall be AmSouth Bancorporation, (ii) the composition and distribution of shares immediately prior to the Effective Time will continue in respect of the Surviving Corporation, and (iii) the Restated Certificate of Incorporation of AmSouth as in effect immediately prior to the Effective Time, which is attached hereto as Annex A, shall continue to be in effect in respect of the Surviving Corporation.
- (b) From and after the Effective Time, the directors and officers of AmSouth shall continue to serve as the directors and officers of the Surviving Corporation until their successors are duly elected or appointed in accordance with the DGCL and the Restated Certificate of Incorporation of AmSouth.
- (c) From and after the Effective Time, AmSouth's separate legal existence, with all its purposes, objects, rights, privileges, powers, certificates and franchises, shall continue unimpaired by the Merger. The Surviving Corporation shall succeed to all the properties and assets of the Constituent Companies and to all the debts, choses in action or other interests due or belonging to the Constituent Companies and shall be subject to, and responsible for, all the debts, liabilities and duties of the Constituent Companies with the effect set forth under the laws of the State of Delaware and the State of Tennessee.

-2-

NY12532: 266419.2

SECTION 3

EFFECT OF MERGER UPON THE SHARES OF THE CONSTITUENT COMPANIES

- (a) Upon the Effective Time, each share of First American Common Stock outstanding immediately prior to the Effective Time shall, without any action on the part of the holder thereof, be canceled and cease to exist.
- (b) Upon the Effective Time, the paid-in capital of the Surviving Corporation shall be increased by the stated capital and, capital surplus of First American. The retained earnings of the Surviving Corporation shall be increased by the retained earnings of First American.

SECTION 4

CONDITIONS

The obligations of the parties to consummate the transactions contemplated herein are subject to (i) the adoption of this Agreement of Merger by the Board of Directors of First American and (ii) the adoption of this Agreement of Merger by the Board of Directors of AmSouth.

SECTION 5

TERMINATION

This Agreement of Merger may be terminated and abandoned at any time prior to the Effective Time by a majority vote of or a consent signed by a majority of the Board of Directors of either Constituent Company notwithstanding approval of this Agreement of Merger by the Directors of First American or the Directors of AmSouth or filing of the Certificate of Merger.

SECTION 6

AMENDMENT

Subject to applicable law, this Agreement of Merger may be amended by the mutual consent of the Boards of Directors of the Constituent Companies at any time prior to the Effective Time as provided in applicable law, provided, however, that any such amendment must be by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

SECTION 7

MISCELLANEOUS

- This Agreement of Merger may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- This Agreement of Merger shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of law principles.

IN WITNESS WHEREOF, the Constituent Companies, pursuant to authority granted by their respective Boards of Directors, have caused this Agreement of Merger to be executed in multiple copies by their duly authorized officers as the respective act, deed and agreement of each of the Constituent Companies, as of the date first above written.

AMSOUTH BANCORPORATION

By:

Name: Stephen Al Yoder

Title: Executive Vice President,

General Counsel and Corporate

Secretary

FIRST AMERICAN CORPORATION

By:

-4-

RECORDATION FORM COVER SHEET <u>Trademarks</u>

- 1. Name of conveying party: First American Corporation, 721 First American Center, Nashville, TN 37237
- 2. Name and address of receiving party:

AmSouth Bancorporation AmSouth-Sonat Tower 1900 Fifth Avenue North Birmingham, AL 35203

9

- 3. Nature of conveyance and execution date: Articles of Merger, effective as of 5:00 p.m., October 29, 1999, a copy of which is attached.
- 4. Trademark Registration & Application Numbers:
- <u>38</u> Trademark Registration Numbers as follows:

Mark Registration Number

AMERISTAR	1,467,612
AMERISTAR with Design	1,495,347
ANYTIME BANKING CONNECTION	1,703,668
BUSINESSPAK	1,897,094
DEPOSIT GUARANTY	1,583,904
DEPOSIT GUARANTY CORP.	1,520,115
DEPOSIT GUARANTY GOLF CLASSIC	1,633,483
DEPOSIT GUARANTY NATIONAL BANK	1,521,230
DEPOSIT GUARANTY SHOP 'N' BANK	1,647,639
Design of V Shapes forming stylized star	1,236,704
DG INVESTOR SERIES	1,770,436
FANCIFUL REPRESENTATION OF A STAR	1,174,514
FIRSTSWEEP	2,106,663
GNET	2,123,033
GNET AND DESIGN	2,185,293
GOLDEN EAGLE PASSBOOK ACCOUNT	953,864
GROW WITH US	1,755,711
GUARANTY GREETINGS AND DESIGN	2,002,273
GUARANTY PAYCHEK	2,175,347
GUARANTY PLUS	1,755,674
GUARANTYCALL	1,694,840
GUARANTYCARD	1,731,586
GUARANTYCHEK	1,796,080
GUARANTYCONNECT	2,059,988
GUARANTYCONNECT	2,275,248
GUARANTYFIRST	1,907,605
GUARANTYLEASE	2,164,544
GUARANTYLINE	1,331,254
GUARANTYLINK	1,764,102
GUARANTYNET	2,126,743
GUARANTYPAK	1,733,542
GUARANTY-SELECT	1,719,595
LEAF(Design)	1,863,926

\\NASH_LEGAL\VOL1\Trademark\FAC cover.doc

Part E

LEAF (Design)	1,302,045
MATCHMAKER	1,850,860
PARKSOUTH	2,173,618
PERFORM	1,324,991
PLASTICARD PLUS	1,378,438

______ Trademark Application Numbers as follows:

Mark Application Number

CENTRALSOUTH	75/399,265
DEPOSIT GUARANTY DISCOUNT BROKERAGE	75/404,539
STEWARDSHIP FUNDS	75/418,711

5. Mail correspondence concerning document to:

Eliza L. Petznick, Esq. AmSouth Bank Law Department Post Office Box 11007 Birmingham, AL 35288

With copy to:
Mary Neil Price, Esq.
AmSouth Bank/First American Legal Department
721 First American Center
Nashville, TN 37237

- 6. Total number of applications/ registrations involved: Forty-one (41)
- 7. Total fee (37 CFR 3.41), enclosed: \$1,025.00
- 8. Deposit account number: N/A
- 8. 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.

FIRST AMERICAN CORPORATION

By:

Mary Neil Price, Executive Vice President,

General Counsel and Corporate Secretary

10/29/99

Date

Total Number of Pages for This Cover Sheet: Two (2)

\\NASH_LEGAL\VOL1\Trademark\FAC cover.doc

FIRST AMERICAN NATIONAL BAN LEGAL DEPARTMENT PH. 615-748-2049	K 8951
FIRST AMERICAN CENTER, 7TH FLOOR NASHVILLE, TN 37237-0721	10/29 19 99 87-1/640
PAY TO THE OFUL. S. Patent & Hademark	Office \$ 1,025%00
She Thousand Juenty I've	DOLLARS Discours beautiful to the control of the co
First American First American National Bank Nashville, Tennessee 230 FOR	Commo Wech 10
"OO8951" :O6400001?:	"OOO 1 5 2 30 9 7"





11-09-1999
U.S. Patent & TMOfc/TM Mail Ropt Dt. #31

Pamela R. Welch

Vice President, Senior Paralegal and Legal Administrator, Legal Department First American National Bank 721 First American Center Nashville, TN 37237-0721 615/748-2532; 615/748-2538 (Facsimile) pam.welch@fanb.com

November 8, 1999

VIA FEDEX

Assistant Commissioner for Trademarks 2900 Crystal Drive South Tower, Room 2B30 Arlington, VA 22202

Re: Assignment of Trademark Registration/Applications by Merger

Ladies and Gentlemen:

Enclosed for recordation with the U.S. Patent and Trademark Office please find the following:

- 1. Original and conformed copy of Form PTO-1594 reflecting the change of ownership of certain federal trademark registrations/applications as a result of the merger of First American Corporation with and into AmSouth Bancorporation;
- 2. Copy of the Articles of Merger of First American Corporation as filed with the Tennessee Secretary of State to be effective at 5:00 p.m., October 29, 1999; and
- 3. Our check in the amount of \$1,025 in payment of the recordation fees.

Please return the recorded instrument to my attention at the above address. Should any questions arise, please contact us. We thank you for your attention to this request.

Sincerely yours,

Pamela R. Welch Senior Paralegal

prw

Enclosures

Cc:

Mary Neil Price, Esq. Eliza Petznick, Esq.

Secretary of State **Corporations Section** James K. Polk Building, Suite 1800 Nashville, Tennessee 37243-0306

DATE: 10/29/99

REQUEST NUMBER: 3762-0037 TELEPHONE CONTACT: (615) 741-2286 FILE DATE/TIME: 10/29/99 0907

BEFECTIVE DATE/TIME: 10/29/99 1700

CONTROL NUMBER: 0095813

FIRST AMERICAN NATIONAL BANK * LEGAL DEPARTMENT IST AMER CTR/7TH ME NASHVILLE, TN 37237-0721

RE: NON-OUALIFIED CORPORATION ARTICLES OF MERGER

THES WILL ACKNOWERDGE THE FILING OF THE ATTACHED ARTICLES OF MERGER WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FIGURE PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH OFFICE IS IN TENNESSEE AND IN THE COUNTY IN WHICH THE NEW OR SURVIVING CORPORATION SHALL HAVE ITS PRINCIPAL OFFICE IF SUCH OFFICE IS IN TENNESSEE.

FOR: ARTICLES OF MERGER

ON DATE: 10/29/99

FEES NO. NO CE

\$0.00

FROM .

FIRST AMERICAN NATIONAL BANKINASHVILLE FIRST AMER CTR 7THEG.

TOTAL PAYMENT RECEIVED:

RECEIVED:

STUD. NO

NASHVILLE, YN 37237-0721

RECEDEN NUMBER: 00002566455 ACCOUNT NUMBER: 00168635



RILEY C. DARNELL SECRETARY OF STATE

TRADEMARK

REEL: 002084 FRAME: 0317



PTAS

UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

AMSOUTH BANK
ELIZA L. PETZNICK
LAW DEPARTMENT
POST OFFICE BOX 11007
BIRMINGHAM, AL 35288



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101211730

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

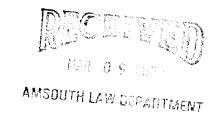
THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUMNITIED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. INSUFFICIENT FEE SUBMITTED, AUTHORIZATION TO CHARGE NOT GRANTED.

ADDITIONAL FEE REQUIRED IS \$15 .

SHARON LATIMER, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS



AMSOUTH

May 31, 2000

Shareill Coles, Examiner
U.S. Patent and Trademark Office
Assignment Division
Box Assignments, CG-4
1213 Jefferson Davis Hwy., Suite 320
Washington, D.C. 20231

Re: Document ID No.: 101297795

Dear Ms. Coles:

Enclosed please find two original Notices of Non-Recordation of Document plus our original assignment documents. In both Notices, the reason given for Non-Recordation was insufficient fee submitted, and a request for an additional \$15.00 fee was made.

AmSouth Bank has already paid the additional \$15.00 fee as requested. After receiving the first Notice of Non-Recordation, dated February 24, 2000, we returned the original documents and Check Number 921969289 in the amount of \$15.00 to Ms. Sharon Latimer, Examiner, U.S. Patent and Trademark Office. The original letter to Ms. Latimer, dated March 24, 2000, and a copy of Check Number 921969289 is enclosed for your convenience. Please note that the letter to Ms. Latimer was stamped "Received, March 27, 2000" by the Assignment Services Division.

Today I spoke with a gentleman in your office with a British accent, but whose name I cannot recall. Pursuant to his instructions, I am returning the assignment documents to you together with correspondence received from your office, and a copy of our \$15.00 check. He indicated your office would be able to link the additional \$15.00 payment that was made with our assignment request and process the assignment documents if we provided you with a copy of the check and the check number.

Please let me know if you are able to process our assignment request. Thank you very much for your attention to this matter.

Ms. Shareill Coles, Examiner U.S. Patent and Trademark Office May 31, 2000 Page 2

Sincerely,

Eliza L. Petznick
Associate Counsel

Enclosures

cc: Pam Welch (w/out enclosures)

AmSouth Bank Post Office Box 11007 Birmingham, Alabama 35288 (205) 326-4977

AMSOUTH

Pamela R. Welch

Senior Paralegal, Law Department 721 First American Center Nashville, TN 37237-0721 615/748-2532; 615/748-2538 (Facsimile) pam.welch@fanb.com

VIA FEDEX

March 24, 2000

Sharon Latimer, Examiner U. S. Patent and Trademark Office Assignment Division, Box Assignments, CG-4 1213 Jefferson Davis Hwy., Suite 320 Washington, D.C. 20231

Dear Ms. Latimer:

Enclosed herewith is the original Notice of Non-Recordation of Document plus our original documents. The reason given for Non-Recordation was insufficient fee submitted. Also enclosed herewith is our check for Fifteen Dollars (\$15.00) for additional fee requested.

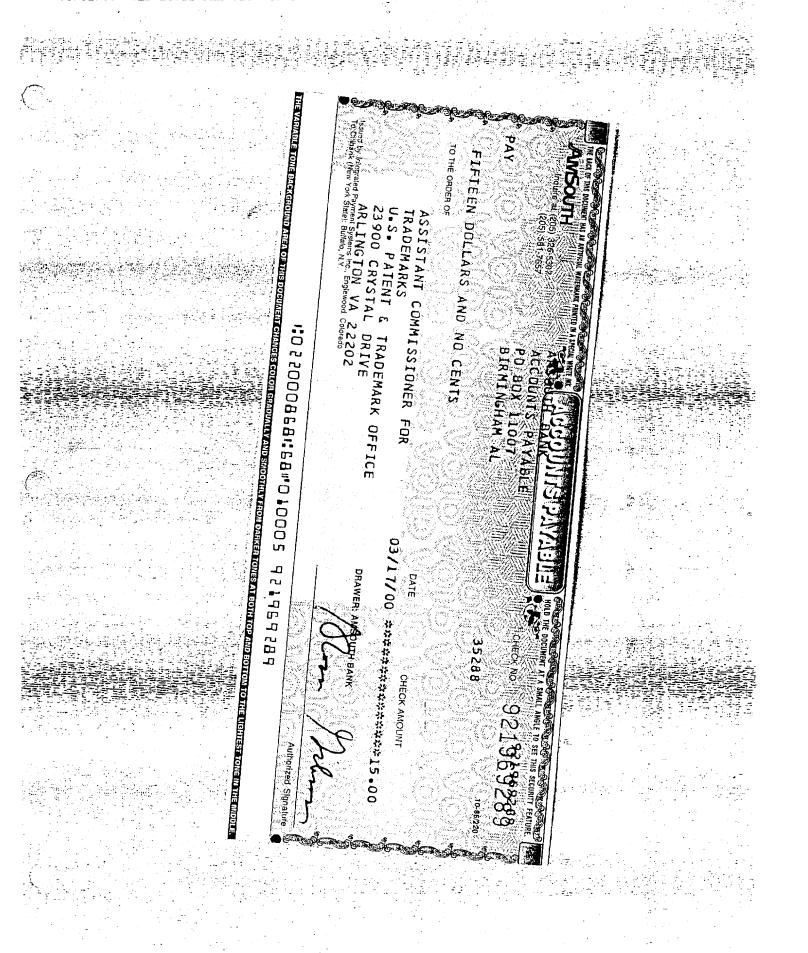
Please let me know if there are any further questions.

Sincerely,

Pam Welch Senior Paralegal

PW:bw

Attachments





UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

MAY 25, 2000

PTAS

AMSOUTH BANK LAW DEPARTMENT ELIZA L. PETZNICK, ESQ. POST OFFICE BOX 11007 BIRMINGHAM, AL 35288



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101297795

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. FATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. INSUFFICIENT FEE SUBMITTED, AUTHORIZATION TO CHARGE NOT GRANTED.
ADDITIONAL FEE REQUIRED IS \$15.

SHAREILL COLES, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

RECEIVED

AMSOUTH LAW DEPARTMENT

RECORDED: 06/05/2000