

FORM PTO-1618A

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08-21-2000

U.S. Patent & TMOfo/TM Mail Ropt. Dt. #31

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TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

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FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002156 FRAME: 0778

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="1850029"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41)

\$

Method of Payment Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed



STATE of WASHINGTON SECRETARY of STATE

I, **Ralph Munro**, Secretary of State of the State of Washington and custodian of its seal, hereby certify that

ARTICLES OF MERGER

of

WASHINGTON MUTUAL BANK

a Washington Bank corporation,

was/were filed for record in this office on the date indicated below.

Merging WASHINGTON MUTUAL SAVINGS BANK into WASHINGTON MUTUAL BANK

Corporation Number: 601 576 388

Date: November 29, 1994

Given under my hand and the seal of the State of Washington, at Olympia, the State Capitol.

Ralph Munro, Secretary of State

NOV - 9 1994

APPROVED

RALPH MUNRO
SECRETARY OF STATE

ARTICLES OF MERGER
OF
WASHINGTON MUTUAL SAVINGS BANK
WITH AND INTO
WASHINGTON MUTUAL BANK

[Signature]
Director of Financial Institutions

Pursuant to Sections 32.32.500 and 32.34.030 of the Revised Code of Washington ("RCW"), the undersigned corporations hereby execute the following Articles of Merger:

1. Attached hereto as Exhibit A, and incorporated herein by this reference is the Plan of Merger dated November 29, 1994 which sets forth the terms of the merger of Washington Mutual Savings Bank, a Washington corporation chartered under RCW Title 32 ("WMSB"), with and into Washington Mutual Bank, a Washington corporation chartered under RCW Title 32. Washington Mutual Bank is the surviving institution.

2. The merger and the Plan of Merger have been approved by at least two-thirds of the directors of WMSB as required by RCW 32.34.030(4). Pursuant to RCW 32.34.030(4)(b) the approval of the shareholders of WMSB is not required. As set forth in RCW 32.34.030(4)(b), (i) the merger is incident to the establishment of a holding company pursuant to RCW 32.34.040, (ii) each shareholder will, immediately after the effective date of the merger, hold the same number of shares of the holding company, with substantially the same designations, preferences, limitations, and rights, as the shares of WMSB that the shareholder held immediately before the effective date, and (iii) the number of authorized shares of the holding company will, immediately after the effective date, be the same as the number of authorized shares of WMSB immediately before the effective date.

3. The merger and Plan of Merger were approved by at least two-thirds of the directors of Washington Mutual Bank and a majority of the outstanding shares of each class of stock entitled to vote thereon as required by RCW 32.34.030(3).

4. The merger of WMSB with and into Washington Mutual Bank shall be effective at 6:01 p.m., Seattle, Washington time on November 29, 1994.

Executed this 29th day of November, 1994.

WASHINGTON MUTUAL SAVINGS BANK

WASHINGTON MUTUAL BANK

By *[Signature]*
Kerry K. Killinger
President and Chief
Executive Officer

By *[Signature]*
Kerry K. Killinger
President and Chief
Executive Officer

By *[Signature]*
William L. Lynch
Secretary

By *[Signature]*
William L. Lynch
Secretary

EXHIBIT A

PLAN OF MERGER

This Plan of Merger is made by and among Washington Mutual Savings Bank, a Washington chartered stock savings bank ("WMSB"), Washington Mutual, Inc., a Washington corporation ("WM, Inc."), and Washington Mutual Bank, a Washington chartered stock savings bank ("WMB") in connection with the transactions described in an Agreement for Reorganization dated October 19, 1994, as amended (the "Reorganization Agreement") among WMSB, WM, Inc. and WMB. Capitalized terms not otherwise defined herein shall have the meaning given them in the Reorganization Agreement. This Plan of Merger, including related documents, is intended to constitute a "plan of reorganization" as that term is used in section 354 of the Internal Revenue Code of 1986, as amended (the "Code"). Further, this Merger is intended to constitute a "reorganization" as defined in section 368(a)(1)(A) of the Code by reason of Section 368(a)(2)(D) of the Code.

As of the date hereof, WMSB has authorized capital stock of One Hundred Million (100,000,000) shares of common stock, par value \$1.00 per share (the "WMSB Common Stock") and Ten Million (10,000,000) shares of preferred stock. As of November 22, 1994, Sixty Million, Four Hundred Thirty-Seven Thousand, Nine Hundred Thirty-Seven (60,437,937) shares of WMSB Common Stock are issued and outstanding, Two Million Eight Hundred Thousand (2,800,000) shares of WMSB's 9.12% Noncumulative Perpetual Preferred Stock, Series C (the "WMSB Series C Preferred Stock") are issued and outstanding, One Million Four Hundred Thousand (1,400,000) shares of WMSB's \$6.00 Noncumulative Convertible Perpetual Preferred Stock, Series D (the "WMSB Series D Preferred Stock") are issued and outstanding and Two Million (2,000,000) shares of WMSB's 7.60% Noncumulative Perpetual Preferred Stock, Series E (the "WMSB Series E Preferred Stock") are issued and outstanding. As of the date hereof, WM, Inc. has authorized capital stock of One Hundred Million (100,000,000) shares of common stock, no par value per share (the "WM, Inc. Common Stock"), and Ten Million (10,000,000) shares of preferred stock. As of the date hereof, One Hundred (100) shares of WM, Inc. Common Stock are issued and outstanding and no shares of its preferred stock are issued and outstanding. As of the date hereof, WMB has authorized capital stock of One Hundred Million (100,000,000) shares of common stock, par value \$1.00 per share (the "WMB Common Stock") and Ten Million (10,000,000) shares of preferred stock. As of the date hereof, of which One Hundred (100) shares of WMB Common Stock and no shares are preferred stock are issued and outstanding.

As of the date hereof, all the issued and outstanding shares of WM, Inc. Common Stock are owned by WMSB, and all the issued and outstanding shares of WMB Common Stock are owned by WM, Inc.

The boards of directors of WMSB, WM, Inc. and WMB have approved this Plan of Merger (the "Plan of Merger") under which WMSB shall be merged with and into WMB. The Plan of Merger has been approved by the shareholders of WM, Inc. and WMB.

WMSB, WM, Inc. and WMB hereby agree as follows:

1. Merger. At and on the Effective Time of the Merger, WMSB shall be merged with and into WMB in accordance with the terms hereof. WMB shall be the resulting institution.

2. Effective Time. The effective time ("Effective Time") of this Merger shall be the time and date the articles of merger are filed with both the Director of Financial Institutions of the State of Washington and the Secretary of State of the State of Washington, or at such later time or date after such filing as specified in such articles.

3. Name. The name of the resulting institution shall continue to be "Washington Mutual Bank".

4. Directors and Principal Officers. The directors and the principal officers of WMSB immediately prior to the Effective Time shall continue to serve as directors and principal officers of the resulting institution immediately after the Effective Time.

5. Offices. The location of the home office of the resulting institution shall be 1201 Third Avenue, Seattle, Washington, and the resulting institution shall immediately after the Effective Time have the same branches and other offices as each of WMSB and WMB had immediately prior to the Effective Time.

6. Terms and Conditions of Merger. At the Effective Time of the Merger:

(a) Conversion of WMSB Common Stock. Subject to the provisions hereof, at the Effective Time, each of the outstanding shares of WMSB Common Stock shall automatically by operation of law be converted into one share of WM, Inc. Common Stock.

(b) Conversion of WMSB Series C Preferred Stock. Subject to the provisions hereof, at the Effective Time, each of the outstanding shares of WMSB Series C Preferred Stock shall automatically by operation of law be converted into one share of WM, Inc.'s 9.12% Noncumulative Perpetual Preferred Stock, Series C ("WM, Inc. Series C Preferred Stock"), the terms of which are set forth in WM, Inc.'s Articles of Incorporation (the "WM, Inc. Articles").

(c) Conversion of WMSB Series D Preferred Stock. Subject to the provisions hereof, at the Effective Time, each of the outstanding shares of WMSB Series D Preferred Stock shall automatically by operation of law be converted into one share of WM, Inc.'s \$6.00 Noncumulative Convertible Perpetual Preferred

Stock, Series D ("WM, Inc. Series D Preferred Stock"), the terms of which are set forth in the WM, Inc. Articles.

(d) Conversion of WMSB Series E Preferred Stock. Subject to the provisions hereof, at the Effective Time, each of the outstanding shares of WMSB Series E Preferred Stock shall automatically by operation of law be converted into the one share of WM, Inc.'s 7.60% Noncumulative Perpetual Preferred Stock, Series E ("WM, Inc. Series E Preferred Stock"), the terms of which are set forth in the WM, Inc. Articles.

(e) WMSB Stock Plans. As of the Effective Time, options and other rights outstanding under the Stock Plans of WMSB shall be assumed by WM, Inc. and thereafter shall be options and rights only for shares of WM, Inc. Common Stock, with each such option or right being for a number of shares of WM, Inc. Common Stock equal to the number of shares of WMSB Common Stock for which the option or right was immediately prior to the Effective Time, with no changes in the price or any other term of such option or right.

(f) WMB Common Stock. Each share of WMB Common Stock issued and outstanding immediately prior to the Effective Time shall at the Effective Time remain outstanding and unchanged and shall continue to be owned by WM, Inc. No new shares of WMB capital stock shall be issued or otherwise used in the Merger.

(g) WM, Inc. Common Stock. Each share of WM, Inc. Common Stock outstanding immediately prior to the Effective Time shall be cancelled as of the Effective Time so that as of the Effective Time all shares of WM, Inc. Common Stock shall be owned by the persons who were holders of WMSB Common Stock immediately prior to the Effective Time.

7. Method of Effectuation. Each certificate that represented shares of WMSB Common Stock immediately prior to the Effective Time shall, for all purposes, be automatically deemed to evidence, as of the Effective Time, an equal number of shares of WM, Inc. Common Stock. Each certificate that represented shares of WMSB Series C Preferred Stock immediately prior to the Effective Time shall, for all purposes, be automatically deemed to evidence, as of the Effective Time, an equal number of shares of WM, Inc. Series C Preferred Stock. Each certificate that represented shares of WMSB Series D Preferred Stock immediately prior to the Effective Time shall, for all purposes, be automatically deemed to evidence, as of the Effective Time, an equal number of shares of WM, Inc. Series D Preferred Stock. Each certificate that represented shares of WMSB Series E Preferred Stock immediately prior to the Effective Time shall, for all purposes, be automatically deemed to evidence, as of the Effective Time, an equal number of shares of WM, Inc. Series E Preferred Stock. Holders of shares representing, immediately prior to the Effective Time, WMSB capital stock shall not be required to exchange their WMSB capital stock certificates for new certificates evidencing the same number of shares of the same class or series of WM, Inc. capital stock. If in the future

WM, Inc. determines to effect an exchange of stock certificates, instructions will be sent to all holders of record as of the record date for such exchange.

As of the Effective Time, the holders of the certificates representing WMSB capital stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to the stock of WMSB or its successor, WMB, and their sole rights shall be with respect to their shares of WM, Inc. capital stock into which their shares of WMSB capital stock shall have been converted pursuant to this Plan of Merger.

Notwithstanding anything to the contrary herein, neither the Exchange Agent nor WMSB shall be liable to a holder of WMSB capital stock for any amount properly paid to a public official pursuant to any applicable property, escheat or similar laws.

8. Charter and Bylaws. At and after the Effective Time, the Amended and Restated Articles of Incorporation and Charter of WMB (the "WMB Articles and Charter") and the Bylaws of WMB as in effect immediately prior to the Effective Time shall continue to be the articles of incorporation and charter and the bylaws, respectively, of the resulting institution until amended in accordance with law.

9. Rights and Duties of the Resulting Institution.

At the Effective Time, WMSB shall be merged with and into WMB, which shall be the resulting institution. The business of the resulting institution shall be that of a stock savings bank chartered under Title 32 of the Revised Code of Washington and as provided for in the Articles and Charter of WMB as now existing. WMB, as the resulting institution, shall be deemed to be a continuation of each of WMB and WMSB. All assets, rights, privileges, powers, franchises and property (including, without limitation, real, personal and mixed, tangible and intangible, choses in action, rights and credits) of WMSB and WMB shall be automatically transferred to and vested in the resulting institution at the Effective Time by virtue of the Merger without any deed or other document of transfer. The resulting institution, without any order or action on the part of any court or otherwise and without any documents of assumption or assignment, shall hold and enjoy all of the properties, franchises and interests, including, without limitation, appointments, powers, designations, nominations and all other rights and interests as agent or other fiduciary in the same manner and to the same extent as such rights, franchises and interests and powers were held or enjoyed by WMSB and WMB, respectively. The resulting institution shall be responsible for all the liabilities of every kind and description of both WMSB and WMB immediately prior to the Effective Time, including liabilities for all debts, savings accounts, deposits, obligations and contracts of WMSB and WMB, respectively, matured or unmatured, whether accrued, absolute, contingent or otherwise and whether or not reflected or reserved against on balance sheets, books or accounts or records of either WMSB or WMB. Without

limiting the generality of the foregoing, the resulting institution shall be liable for the obligations of WMSB with respect to the liquidation accounts for the benefit of the preconversion depositors of WMSB or any entity merged into WMSB prior to the Effective Time. All rights of creditors and other obligees and all liens on property of either WMSB or WMB shall be preserved and shall not be released or impaired.

10. Execution. This Plan of Merger may be executed in any number of counterparts each of which shall be deemed an original and all of such counterparts shall constitute one and the same instrument.

Dated as of November 29, 1994.

Washington Mutual Savings Bank

By Kerry K. Killinger
Kerry K. Killinger, President and
Chief Executive Officer

By William L. Lynch
William L. Lynch, Secretary

Washington Mutual, Inc.

By Kerry K. Killinger
Kerry K. Killinger, President and
Chief Executive Officer

By William L. Lynch
William L. Lynch, Secretary

Washington Mutual Bank

By Kerry K. Killinger
Kerry K. Killinger, President and
Chief Executive Officer

By William L. Lynch
William L. Lynch, Secretary

PLAN OF MERGER

This Plan of Merger is made by and among Washington Mutual Savings Bank, a Washington chartered stock savings bank ("WMSB"), Washington Mutual, Inc., a Washington corporation ("WM, Inc."), and Washington Mutual Bank, a Washington chartered stock savings bank ("WMB") in connection with the transactions described in an Agreement for Reorganization dated October 19, 1994, as amended (the "Reorganization Agreement") among WMSB, WM, Inc. and WMB. Capitalized terms not otherwise defined herein shall have the meaning given them in the Reorganization Agreement. This Plan of Merger, including related documents, is intended to constitute a "plan of reorganization" as that term is used in section 354 of the Internal Revenue Code of 1986, as amended (the "Code"). Further, this Merger is intended to constitute a "reorganization" as defined in section 368(a)(1)(A) of the Code by reason of Section 368(a)(2)(D) of the Code.

As of the date hereof, WMSB has authorized capital stock of One Hundred Million (100,000,000) shares of common stock, par value \$1.00 per share (the "WMSB Common Stock") and Ten Million (10,000,000) shares of preferred stock. As of November 22, 1994, Sixty Million, Four Hundred Thirty-Seven Thousand, Nine Hundred Thirty-Seven (60,437,937) shares of WMSB Common Stock are issued and outstanding, Two Million Eight Hundred Thousand (2,800,000) shares of WMSB's 9.12% Noncumulative Perpetual Preferred Stock, Series C (the "WMSB Series C Preferred Stock") are issued and outstanding, One Million Four Hundred Thousand (1,400,000) shares of WMSB's \$6.00 Noncumulative Convertible Perpetual Preferred Stock, Series D (the "WMSB Series D Preferred Stock") are issued and outstanding and Two Million (2,000,000) shares of WMSB's 7.60% Noncumulative Perpetual Preferred Stock, Series E (the "WMSB Series E Preferred Stock") are issued and outstanding. As of the date hereof, WM, Inc. has authorized capital stock of One Hundred Million (100,000,000) shares of common stock, no par value per share (the "WM, Inc. Common Stock"), and Ten Million (10,000,000) shares of preferred stock. As of the date hereof, One Hundred (100) shares of WM, Inc. Common Stock are issued and outstanding and no shares of its preferred stock are issued and outstanding. As of the date hereof, WMB has authorized capital stock of One Hundred Million (100,000,000) shares of common stock, par value \$1.00 per share (the "WMB Common Stock") and Ten Million (10,000,000) shares of preferred stock. As of the date hereof, of which One Hundred (100) shares of WMB Common Stock and no shares are preferred stock are issued and outstanding.

As of the date hereof, all the issued and outstanding shares of WM, Inc. Common Stock are owned by WMSB, and all the issued and outstanding shares of WMB Common Stock are owned by WM, Inc.

The boards of directors of WMSB, WM, Inc. and WMB have approved this Plan of Merger (the "Plan of Merger") under which WMSB shall be merged with and into WMB. The Plan of Merger has been approved by the shareholders of WM, Inc. and WMB.

WMSB, WM, Inc. and WMB hereby agree as follows: -

1. Merger. At and on the Effective Time of the Merger, WMSB shall be merged with and into WMB in accordance with the terms hereof. WMB shall be the resulting institution.

2. Effective Time. The effective time ("Effective Time") of this Merger shall be the time and date the articles of merger are filed with both the Director of Financial Institutions of the State of Washington and the Secretary of State of the State of Washington, or at such later time or date after such filing as specified in such articles.

3. Name. The name of the resulting institution shall continue to be "Washington Mutual Bank".

4. Directors and Principal Officers. The directors and the principal officers of WMSB immediately prior to the Effective Time shall continue to serve as directors and principal officers of the resulting institution immediately after the Effective Time.

5. Offices. The location of the home office of the resulting institution shall be 1201 Third Avenue, Seattle, Washington, and the resulting institution shall immediately after the Effective Time have the same branches and other offices as each of WMSB and WMB had immediately prior to the Effective Time.

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(f) WMB Common Stock. Each share of WMB Common Stock issued and outstanding immediately prior to the Effective Time shall at the Effective Time remain outstanding and unchanged and shall continue to be owned by WM, Inc. No new shares of WMB capital stock shall be issued or otherwise used in the Merger.

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Notwithstanding anything to the contrary herein, neither the Exchange Agent nor WMSB shall be liable to a holder of WMSB capital stock for any amount properly paid to a public official pursuant to any applicable property, escheat or similar laws.

8. Charter and Bylaws. At and after the Effective Time, the Amended and Restated Articles of Incorporation and Charter of WMB (the "WMB Articles and Charter") and the Bylaws of WMB as in effect immediately prior to the Effective Time shall continue to be the articles of incorporation and charter and the bylaws, respectively, of the resulting institution until amended in accordance with law.

9. Rights and Duties of the Resulting Institution.

At the Effective Time, WMSB shall be merged with and into WMB, which shall be the resulting institution. The business of the resulting institution shall be that of a stock savings bank chartered under Title 32 of the Revised Code of Washington and as provided for in the Articles and Charter of WMB as now existing. WMB, as the resulting institution, shall be deemed to be a continuation of each of WMB and WMSB. All assets, rights, privileges, powers, franchises and property (including, without limitation, real, personal and mixed, tangible and intangible, choses in action, rights and credits) of WMSB and WMB shall be automatically transferred to and vested in the resulting institution at the Effective Time by virtue of the Merger without any deed or other document of transfer. The resulting institution, without any order or action on the part of any court or otherwise and without any documents of assumption or assignment, shall hold and enjoy all of the properties, franchises and interests, including, without limitation, appointments, powers, designations, nominations and all other rights and interests as agent or other fiduciary in the same manner and to the same extent as such rights, franchises and interests and powers were held or enjoyed by WMSB and WMB, respectively. The resulting institution shall be responsible for all the liabilities of every kind and description of both WMSB and WMB immediately prior to the Effective Time, including liabilities for all debts, savings accounts, deposits, obligations and contracts of WMSB and WMB, respectively, matured or unmatured, whether accrued, absolute, contingent or otherwise and whether or not reflected or reserved against on balance sheets, books or accounts or records of either WMSB or WMB. Without

limiting the generality of the foregoing, the resulting institution shall be liable for the obligations of WMSB with respect to the liquidation accounts for the benefit of the preconversion depositors of WMSB or any entity merged into WMSB prior to the Effective Time. All rights of creditors and other obligees and all liens on property of either WMSB or WMB shall be preserved and shall not be released or impaired.

10. Execution. This Plan of Merger may be executed in any number of counterparts each of which shall be deemed an original and all of such counterparts shall constitute one and the same instrument.

Dated as of November 29, 1994.

Washington Mutual Savings Bank

By Kerry K. Killinger
Kerry K. Killinger, President and
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Washington Mutual, Inc.

By Kerry K. Killinger
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Chief Executive Officer

By William L. Lynch
William L. Lynch, Secretary

Washington Mutual Bank

By Kerry K. Killinger
Kerry K. Killinger, President and
Chief Executive Officer

By William L. Lynch
William L. Lynch, Secretary

In the matter of the merger of Washington)
Mutual Savings Bank, Seattle, King County,)
Washington and Washington Mutual Bank,)
Seattle, King County, Washington)

CERTIFICATE OF
MERGER

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, Washington Mutual Savings Bank ("WMSB"), Seattle, King County, Washington, has made application for a merger with Washington Mutual Bank ("WMB"), Seattle, King County, Washington, under provisions of Chapter 32, R.C.W.; and

WHEREAS, the proposed merger is in accordance with the Agreement for Merger (the "Agreement") dated November 29, 1994, and

WHEREAS, the Board of Directors of the merging banks have approved the Agreement as follows: WMSB, October 18, 1994 - WMB, November 23, 1994; and

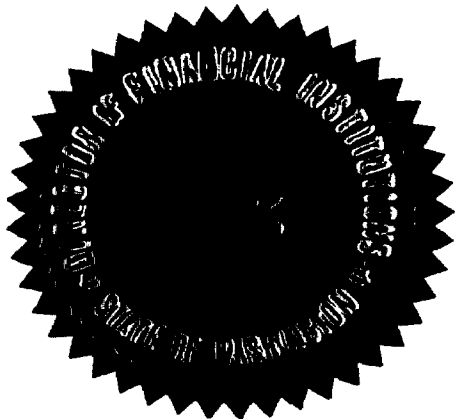
WHEREAS, the Director of the Department of Financial Institutions, John L. Bley (the "Director"), has determined the following:

1. The resulting state bank (WMB) meets the requirements of state law.
2. The Agreement provides an adequate capital structure including surplus in relation to the deposit liabilities of WMSB and its other activities which are to continue or are to be undertaken.
3. The Agreement is fair to all parties concerned.
4. The Merger is not contrary to the public interest.

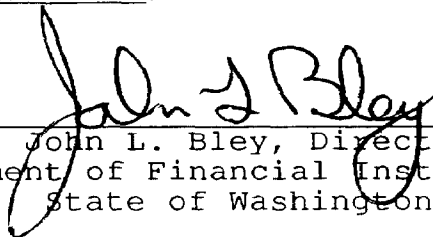
WHEREAS, a shareholder meeting of WMB was held on November 23, 1994, at which meeting the majority of outstanding shares of stock were voted affirmatively for the Agreement, and pursuant to RCW 32.34.030(4)(c) a shareholders vote is not required for WMSB; and

NOW, THEREFORE, I, John L. Bley, the undersigned Director of the Department of Financial Institutions of the State of Washington,

DO HEREBY CERTIFY, that the necessary instruments have been filed in this office complying with all the requirements of law to validate the Agreement, and the Agreement is to be effective as of 6:01 P.M. on November 29, 1994, and that the name of the resulting bank is Washington Mutual Bank, located in Seattle, King County, Washington.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of the Department of Financial Institutions at the Capitol, in the City of Olympia, this 29th day of November, 1994.



John L. Bley, Director
Department of Financial Institutions
State of Washington

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RECORDED: 08/21/2000

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