

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Southwest Bank of Texas, N.A.		03/04/2005	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Amegy Bank National Association		
<b>Street Address:</b>	4400 Post Oak Parkway		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77027		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78337810	AMEGY BANK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(512)536-4598		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	512.474.5201		
<b>Email:</b>	aotrademark@fulbright.com		
<b>Correspondent Name:</b>	Fulbright & Jaworski L.L.P.		
<b>Address Line 1:</b>	600 Congress Avenue, Suite 2400		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>NAME OF SUBMITTER:</b>	L. Alison Davis		
<b>Signature:</b>	/L. Alison Davis/		
<b>Date:</b>	04/19/2005		

OP \$40.00 78337810

Total Attachments: 9

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**Comptroller of the Currency  
Administrator of National Banks**

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Southern District Licensing  
500 North Akard, Suite 1600  
Dallas, Texas 75201-3323

March 16, 2005

P. Allan Port  
Executive Vice President  
and General Counsel  
Amegy Bank National Association  
P.O. Box 27459  
Houston, Texas 77227-7459

Re: Bank Name Change; CAIS Number 2005-SO-04-0001

Dear Mr. Port:

The Office of the Comptroller of the Currency (OCC) has received your letter concerning the bank's title change and the appropriate amendment to the Articles of Association. The OCC has recorded that as of March 4, 2005, the title of Southwest Bank of Texas National Association (Charter No. 17479), Houston, Texas was changed to Amegy Bank National Association.

As a result of the Garn-St. Germain Depository Institutions Act of 1982, the OCC is no longer responsible for the approval of national bank name changes, nor does it maintain official records on the use of alternate titles. The use of other titles or the retention of the rights to any previously used title is the responsibility of the bank's Board of Directors. Legal counsel should be consulted to determine whether or not the new title, or any previously used title, could be challenged by competing institutions under the provisions of federal or state law.

Should you have any questions or need additional information, contact Licensing Specialist Linda L. Pulley at [linda.pulley@occ.treas.gov](mailto:linda.pulley@occ.treas.gov) or by telephone at (214) 720-7052.

Yours truly,

Karen H. Bryant  
Licensing Manager

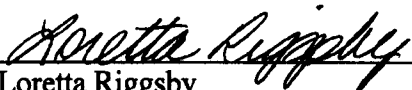
CERTIFICATION OF CORPORATE SECRETARY  
AMEGY BANK NATIONAL ASSOCIATION  
[F/K/A SOUTHWEST BANK OF TEXAS NATIONAL ASSOCIATION]

MARCH 7, 2005

I certify that the amendment of the Articles of Association of Southwest Bank of Texas National Association ("Southwest Bank") to change its name to "Amegy Bank National Association" and the adoption and approval of the Amended and Restated Articles of Association attached hereto as Exhibit "A" were duly effected by (1) unanimous written consent of the directors of Southwest Bank effective January 25, 2005 and (2) written consent of the sole shareholder of Southwest Bank effective March 4, 2005.

The only change made by the Amended and Restated Articles of Association is the change of the name of the association.

The Amended and Restated Articles of Association were duly filed with the Office of the Comptroller of the Currency and the change of name was effective on March 4, 2005.

  
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Loretta Riggsby  
Vice President and Assistant Corporate Secretary  
March 7, 2005

**AMEGY BANK NATIONAL ASSOCIATION  
CHARTER NO. 17479**

**AMENDED AND RESTATED ARTICLES OF ASSOCIATION**

**EFFECTIVE MARCH 4, 2005**

**FIRST.** The title of this Association shall be Amegy Bank National Association.

**SECOND.** The main office of this Association shall be in the City of Houston, County of Harris, State of Texas. The general business of this Association shall be conducted at its main office and its branches.

**THIRD.** The Board of Directors of this Association shall consist of not less than five nor more than twenty-five shareholders, the exact number to be fixed and determined from time to time by resolution of a majority of the full Board of Directors or by resolution of the shareholders at any annual or special meeting thereof. Each director, during the full term of his directorship, shall own a minimum of \$1,000 equity interest in this Association or in a company which has control of this Association. The amount of the specified interest shall conform to the requirements of 12 U.S.C. 72, as amended. Any vacancy in the Board of Directors may be filled by action of the Board of Directors.

**FOURTH.** There shall be an annual meeting of the shareholders, the purpose of which shall be the election of directors and the transaction of whatever other business may be brought before said meeting. It shall be held at the main office or other convenient place as the Board of Directors may designate, on the day of each year specified therefor in the Bylaws, but if no election is held on that day, it may be held on any subsequent day according to such lawful rules as may be prescribed by the Board of Directors.

Nominations for election to the Board of Directors may be made by the Board of Directors or by any shareholder of any outstanding class of capital stock of this Association entitled to vote for election of directors. Nominations other than those made by or on behalf of the existing management of this Association shall be made in writing and shall be delivered or mailed to the President of this Association and to the Comptroller of the Currency, Washington, D.C., not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors, provided, however, that if less than 21 days' notice of the meeting is given to shareholders, such nominations shall be mailed or delivered to the President of this Association and to the Comptroller of the Currency not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder: (a) the name and address of each proposed nominee; (b) the principal occupation of each proposed nominee; (c) the total number of shares of capital stock of this Association that will be voted for each proposed nominee; (d) the name and residence address of the notifying shareholder; and (e) the number of shares of capital stock of this Association owned by the notifying shareholder. Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the Chairperson of the meeting, and upon his/her instructions, the vote tellers may disregard all votes cast for each such nominee.

**FIFTH.** The authorized amount of capital stock of this Association shall be Five Million (5,000,000) shares of Common Stock of the par value of Five and No/100 Dollars (\$5.00) each ("Common Stock") and One Million Five Hundred Thousand (1,500,000) shares of Adjustable Rate First Preferred Stock, Series 1 of the par value of Five and No/100 Dollars (\$5.00) each ("Preferred Stock"); but said capital stock may be increased or decreased from time to time in accordance with the provisions of the laws of the United States.

No holder of shares of the capital stock of any class of this Association shall have any preemptive or preferential right of subscription to any shares of any class of stock of the Association, whether now or hereafter authorized, or to any obligations convertible into stock of the Association, issued, or sold, nor any right of subscription to any thereof other than such, if any, as the Board of Directors in its discretion may from time to time determine and at such price as the Board of Directors may from time to time fix.

This Association, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders.

The following is a statement of the preferences, limitations and relative rights in respect of the shares of each class of capital stock.

#### **Part I. Preferred Stock**

1. **Dividends.** Holders of shares of Preferred Stock shall be entitled to receive, when, as, and if declared by the Board of Directors of this Association, out of funds of this Association legally available therefor, non-cumulative cash dividends payable quarterly at a rate equal to the three-month United States Treasury Bill auction average rate for the month preceding the payment period plus 1%, calculated on the \$10.00 per share subscription price. The source of the Treasury Bill rate will be the Federal Reserve Board's statistical release G.13(415) "Selected Interest Rates" or any successor publication thereto. Dividends on the Preferred Stock shall accrue from the original issue date or the most recent payment date and be payable quarterly in arrears on the first day of January, April, July and October, or if such day is a non-business day, on the next business day, in each year, commencing on January 1, 1996. Each declared dividend shall be payable to holders of record as they appear on stock records of this Association at the close of business on such record dates, not more than 60 calendar days preceding the payment dates therefor, as are determined by this Association's Board of Directors. Quarterly dividend periods shall commence on and include the first day of January, April, July and October of each year and shall end on and include the date preceding the next following dividend payment date. The Preferred Stock shall not participate in dividends with the Common Stock.

Dividends on the Preferred Stock are non-cumulative. If, prior to the expiration of ten days following the end of any fiscal year of this Association, the Board of Directors of this Association fails to declare an unpaid dividend payable for any dividend period during such fiscal year in respect of the Preferred Stock, then the right of holders of Preferred Stock to receive a dividend in respect of such dividend period will be extinguished, and this Association will have no obligation to pay the dividend accrued for such dividend period or to pay any

interest thereon, whether or not dividends on the Preferred Stock are declared for any future dividend period.

So long as any shares of Preferred Stock are outstanding, no dividend (other than dividends or distributions paid in shares of Common Stock or any other stock ranking junior to the Preferred Stock as to dividends, and other than as provided in the preceding paragraph) shall be declared or paid or set aside for payment or other distribution declared or made upon the Common Stock or upon any other stock of this Association ranking junior to the Preferred Stock as to dividends, nor shall any shares of Common Stock or any other stock of this Association ranking junior to or on a parity with the Preferred Stock upon liquidation be redeemed, purchased or otherwise acquired for any consideration by this Association except in connection with the exercise of any purchase obligation, sinking fund, retraction privilege or mandatory redemption provisions applicable to any shares of stock of this Association ranking on a parity with Preferred Stock, otherwise than pursuant to a pro rata offer to purchase or a concurrent redemption of all, or a pro rata portion, of the outstanding shares of Preferred Stock and any other stock ranking on a parity with the Preferred Stock (except by conversion into or exchange for stock of this Association ranking junior to the Preferred Stock as to dividends and upon liquidation), unless and until this Association shall have paid in full all dividends on the Preferred Stock for all completed quarterly periods. The provisions set forth in this paragraph may be waived by the written consent of the holders of not less than two-thirds of the outstanding shares of Preferred Stock or by the vote of holders of not less than two-thirds of the outstanding shares of Preferred Stock cast at a meeting of the holders of Preferred Stock at which a majority of such shares is represented.

2. **Voting.** Except as indicated below, or except as otherwise required by applicable law or the Articles of Association, the holders of the Preferred Stock will have no voting rights.

Notwithstanding the foregoing, as long as any shares of Preferred Stock are outstanding, this Association shall not, without the approval of the holders of at least two-thirds of the outstanding shares of Preferred Stock:

(a) amend or repeal any provision of, or add any provision to the Articles of Association or Bylaws if such action would alter or change the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of the holders of the Preferred Stock; or

(b) authorize or create shares of any class of stock having any preference or priority as to dividends, assets or any other characteristics superior to the Preferred Stock, or authorize or create shares of stock of any class or any bonds, debentures, notes or other obligations convertible into or exchangeable for, or having optional rights to purchase, any shares of stock having any such preference or priority; or

(c) increase the aggregate number of authorized shares of Preferred Stock or create a new class of shares having rights and preferences equal to those of the shares of Preferred Stock.

Notwithstanding the foregoing, no vote of the Preferred Stock shall be required if the Preferred Stock is redeemed in whole on a redemption date occurring on or prior to the date on which any event otherwise requiring such vote occurs.

3. **Liquidation Preference.** In the event of any liquidation, dissolution or winding-up of this Association, the holders of outstanding shares of Preferred Stock shall be entitled to the payment of \$10.00 per shares plus all dividends declared and unpaid per share to the date of final distribution to such holders, in preference to any payments on Common Stock or on any other shares of capital stock of this Association ranking junior to the Preferred Stock as to liquidation, but such holders shall not be entitled to any further payment. In any such event, if the assets available for distribution shall be insufficient to permit payment of the full preferential amount to all holders of Preferred Stock, then distribution shall be made ratably among such holders according to the amount due to each. Neither a change in control of this Association, nor a consolidation or merger of this Association with one or more corporations or other entities, nor a sale, lease, exchange or transfer of all or any part of this Association's assets or business, nor a statutory share exchange will be considered a liquidation, dissolution or winding-up, voluntary or involuntary of this Association.

4. **Redemption.** Except as noted below, shares of Preferred Stock will not be subject to redemption prior to December 31, 1997. Subject to legal and regulatory restrictions, the shares of Preferred Stock will be redeemable at the option of this Association, in whole or in part, at any time or from time to time, out of funds legally available therefor, on or after December 31, 1997, on not less than 30 days' notice by first-class mail at a price of \$10.10 per share (the "Redemption Price") plus any and all unpaid dividends per share, whether or not declared, for all quarterly periods completed prior to (and including) the redemption date. The Redemption Price will increase by \$.05 on each quarterly dividend payment date in each year after December 31, 1999 for which shares of Preferred Stock remain outstanding. If less than all of the outstanding shares of Preferred Stock are to be redeemed at any time, no fewer than 250,000 shares may be so redeemed, and the shares to be redeemed will be selected by lot or other such manner as this Association may determine.

On and after the date fixed for redemption, provided that the redemption price has been duly paid or provided for, dividends shall cease to accrue on the Preferred Stock called for redemption, such shares shall no longer be deemed to be outstanding, and all rights of the holders of such shares as shareholders of this Association shall cease, except the right to receive the funds payable upon such redemption, without interest thereon, upon surrender of the certificates evidencing such shares.

In addition to the foregoing, the Preferred Stock will be subject to redemption at any time prior to December 31, 1997, at the option of this Association, in whole but not in part, at a price of \$10.10 per share plus any and all unpaid dividends per share. Whether or not declared, for all quarterly periods completed prior to (and including) the redemption date if one of the following transactions (a "Change of Control") occurs:

- (i) the merger or consolidation of this Association with or into another entity or the merger or consolidation of another entity with or into this Association if the holders of capital stock of this Association immediately prior to the effective date of such



transaction hold less than a majority of the outstanding capital stock of the resulting entity following the effective date of such transaction;

(ii) the acquisition of beneficial ownership (as determined in accordance with Rule 13d-3 under the Securities Exchange Act of 1934) of a majority of the Common Stock of this Association by any person or group of persons acting in concert; or

(iii) the sale or other disposition of all or substantially all of the assets of this Association.

Notice of redemption as a result of any of the foregoing transactions may be given at any time after a definitive agreement for such transaction has been entered into, or after any such event has occurred, and prior to the date which is sixty days following the date such transaction is consummated, and such redemption may be consummated notwithstanding any subsequent abandonment or modification of such transaction. Notwithstanding the foregoing, no transaction which results in the formation of a bank holding company which acquires, directly or indirectly, substantially all of the outstanding Common Stock of this Association shall be deemed to be a Change of Control if the holders of common stock of such bank holding company immediately following the completion of such transaction are substantially the same as the holders of Common Stock of this Association immediately prior to completion of such transaction.

5. **Convertibility Upon Change of Control.** Beginning on the date which is 90 days following the effective date of any Change of Control, each share of Preferred Stock shall become convertible, at the option of the holder and subject to any required regulatory approval, into a number of shares of Common Stock equal to the quotient of \$10.00 divided by one-half of the book value per share of the Common Stock as reflected in the financial statements of the Association prepared in accordance with generally accepted accounting principles as of the date of such conversion, determined without giving effect to such conversion (the "Conversion Number"). No fractional shares of Common Stock shall be issued in connection with any such conversion. If any holder of Preferred Stock would otherwise be entitled to a fractional share upon such conversion, he will be paid in cash the fair market value thereof as determined in good faith by the Board of Directors of the Association. If the Association is not the surviving entity in connection with any such Change in Control, each share of Preferred Stock shall become convertible into the kind and amount of securities, property or cash which such share would have been entitled to receive upon such Change of Control if it had been converted into the number of shares of Common Stock equal to the Conversion Number immediately prior to the effective date of such Change in Control.

**SIXTH.** The Board of Directors shall appoint one of its members President of this Association, who shall be Chairperson of the Board, unless the Board appoints another director to be the Chairperson. The Board of Directors shall have the power to appoint one or more Vice Presidents; and to appoint a Cashier and such other officers and employees as may be required to transact the business of this Association.

The Board of Directors shall have the power to define the duties of the officers and employees of this Association; to fix the salaries to be paid to them; to dismiss them; to require bonds from them and to fix the penalty thereof; to regulate the manner in which any increase of

the capital of this Association shall be made; to manage and administer the business and affairs of this Association; to make all Bylaws that it may be lawful for them to make; and generally to do and perform all acts that it may be legal for a Board of Directors to do and perform.

**SEVENTH.** The Board of Directors shall have the power to change the location of the main office to any other place within the limits of Houston, Texas, without the approval of the shareholders but subject to the approval of the Comptroller of the Currency; and shall have the power to establish or change the location of any branch or branches of this Association to any other location, without the approval of the shareholders but subject to the approval of the Comptroller of the Currency.

**EIGHTH.** The corporate existence of this Association shall continue until terminated in accordance with the laws of the United States.

**NINTH.** The Board of Directors of this Association, or any three (3) or more shareholders owning, in the aggregate, not less than twenty-five percent (25%) of the stock of this Association, may call a special meeting of shareholders at any time. Unless otherwise provided by the laws of the United States, a notice of the time, place and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least ten days prior to the date of such meeting to each shareholder of record at his address as shown upon the books of this Association.

**TENTH.** 10.1. **Indemnification.** The Association, by action of its Board of Directors, (a) may indemnify any director, officer, employee or agent of the Association, and nominees and designees who are not or were not officers, employees or agents of the Association but who are or were serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another enterprise or employee benefit plan as and to the fullest extent permitted by law (Texas or federal) and (b) shall indemnify such persons as and to the extent required by law (Texas or federal).

10.2. **Advance Payment of Expenses.** Expenses incurred by any person who may be indemnified by the Association under Section 10.1 in defending any pending, threatened or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratve or investigative, any appeal in such action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding, may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case, in the manner and to the extent permitted by law (Texas or federal).

10.3. **Non-Exclusivity.** The agreement of the Association to indemnify any officer, director or other person pursuant to Section 10.1 shall not be deemed exclusive of any other rights to which any such director, officer or other person may be entitled under any other agreement, pursuant to a vote of shareholders, as a matter of law or otherwise, either as to action in his official capacity or as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person. No person shall be entitled to

indemnification pursuant to this Article TENTH in relation to any matter as to which indemnification shall not be permitted by law (Texas or federal).

**10.4 Limitation on Director Liability.** A director of the Association shall not be liable to the Association or its shareholders for monetary damages for an act or omission in the director's capacity as a director, except that this provision does not eliminate or limit the liability of a director for:

- a. a breach of the director's duty of loyalty to the Association or its members;
- b. an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
- c. a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office;
- d. an act or omission for which the liability of the director is expressly provided for by statute; or
- e. an act related to an unlawful stock repurchase or payment of a dividend.

The Association may, upon the affirmative vote of a majority of its Board of Directors, purchase insurance for the purpose of indemnifying its directors, officers and other employees to the extent that such indemnification is allowed in the preceding paragraphs. Such insurance may, but need not, be for the benefit of all directors, officers or employees.

**ELEVENTH.** These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of this Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount.