

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM442915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/01/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDDLEBURG BANK		03/28/2017	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	ACCESS NATIONAL BANK		
Street Address:	1800 Robert Fulton Drive, Suite 310		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20191		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3279627		
Registration Number:	3938372	NEIGHBORS YOU CAN BANK ON	
Registration Number:	3250637	MIDDLEBURG BANK	
Registration Number:	4341908	MIDDLEBURG INVESTMENT GROUP	
Registration Number:	4341906	MIDDLEBURG TRUST COMPANY	
Registration Number:	2326165	MIDDLEBURG BANK	
Registration Number:	5069375	MIDDLEBURG MORTGAGE	
CORRESPONDENCE DATA			
Fax Number:	8044206507		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	804.420.6000		
Email:	rwinder@williamsmullen.com		
Correspondent Name:	Rebecca S. Winder, Esquire		
Address Line 1:	Williams Mullen, c/o IP Docketing		
Address Line 2:	8300 Greensboro Drive, Suite 1100		
Address Line 4:	Tysons, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	023084.0010		
NAME OF SUBMITTER:	Rebecca S. Winder		

OP \$190.00 3279627

SIGNATURE:	/Rebecca S. Winder/
DATE SIGNED:	09/13/2017
Total Attachments: 12 source=MIDDLEBURG BANK - ACCESS NATIONAL BANK#page1.tif source=MIDDLEBURG BANK - ACCESS NATIONAL BANK#page2.tif source=MIDDLEBURG BANK - ACCESS NATIONAL BANK#page3.tif source=MIDDLEBURG BANK - ACCESS NATIONAL BANK#page4.tif source=MIDDLEBURG BANK - ACCESS NATIONAL BANK#page5.tif source=MIDDLEBURG BANK - ACCESS NATIONAL BANK#page6.tif source=MIDDLEBURG BANK - ACCESS NATIONAL BANK#page7.tif source=MIDDLEBURG BANK - ACCESS NATIONAL BANK#page8.tif source=MIDDLEBURG BANK - ACCESS NATIONAL BANK#page9.tif source=MIDDLEBURG BANK - ACCESS NATIONAL BANK#page10.tif source=MIDDLEBURG BANK - ACCESS NATIONAL BANK#page11.tif source=MIDDLEBURG BANK - ACCESS NATIONAL BANK#page12.tif	

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, MARCH 30, 2017

The State Corporation Commission finds the accompanying articles submitted on behalf of

ACCESS NATIONAL BANK (A US CORP NOT QUALIFIED IN VA)

comply with the requirements of law and confirms payment of all required fees. Therefore, it is
ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles of merger in the Office of the Clerk of the
Commission, effective April 1, 2017, at 01:01 AM. Each of the following:

Middleburg Bank

is merged into ACCESS NATIONAL BANK (A US CORP NOT QUALIFIED IN VA), which
continues to exist under the laws of UNITED STATES with the name ACCESS NATIONAL
BANK (A US CORP NOT QUALIFIED IN VA), and the separate existence of each non-surviving
entity ceases.

STATE CORPORATION COMMISSION

By



Judith Williams Jagdmann
Commissioner

MERGACPT
CIS0343
17-03-29-1227

TRADEMARK
REEL: 006153 FRAME: 0130

ARTICLES OF MERGER

merging

MIDDLEBURG BANK,
a Virginia chartered commercial bank

0416766-4

with and into

ACCESS NATIONAL BANK,
a national banking association

NON-DOM

Pursuant to the provisions of Section 13.1-720 of the Virginia Stock Corporation Act (the "VSCA"), Middleburg Bank, a Virginia chartered commercial bank (the "Merged Corporation"), and Access National Bank, a national banking association organized under the laws of the United States of America (the "Bank") and together with the Merged Corporation, the "Constituent Corporations"), hereby adopt the following Articles of Merger:

I.

The Agreement and Plan of Merger (the "Plan"), pursuant to which the Merged Corporation will merge with and into the Bank (the "Merger") with the Bank continuing as the surviving national banking association following the Merger, is attached hereto as Exhibit 1.5(a) and made a part hereof.

II.

The Plan was duly adopted and approved on October 20, 2016 by the Merged Corporation's Board of Directors at a duly called meeting of such Board at which a quorum was present and acting throughout. The Plan was adopted by written consent of the Merged Corporation's sole shareholder effective October 20, 2016.

III.


The Bank certifies that its participation in the Merger was duly authorized as required by the laws of the United States of America applicable to the Bank as follows. The Plan was duly adopted and approved on October 20, 2016 by the Bank's Board of Directors at a duly called meeting of such Board at which a quorum was present and acting throughout. The Board of Directors of the Merged Corporation submitted the Plan to the Merged Corporation's sole shareholder for approval by written consent. The Plan was adopted by written consent of the Bank's sole shareholder effective October 21, 2016.

IV.

Pursuant to Section 13.1-606 of the VSCA, the effective time and date of the Merger shall be 1:01 a.m. Eastern Time on April 1, 2017.

IN WITNESS WHEREOF, the Constituent Corporations have caused these Articles of Merger to be executed in their respective names in accordance with the laws of the Commonwealth of Virginia on this 28th day of March, 2017.

MIDDLEBURG BANK, a Virginia chartered commercial bank

By:  *President*

Gary R. Shook
President and Chief Executive Officer

ACCESS NATIONAL BANK, a national banking association

By: _____
Michael W. Clarke
Chief Executive Officer


[Signature Page to Bank Articles of Merger]

IN WITNESS WHEREOF, the Constituent Corporations have caused these Articles of Merger to be executed in their respective names in accordance with the laws of the Commonwealth of Virginia on this 28th day of March, 2017.

MIDDLEBURG BANK, a Virginia chartered commercial bank

By: _____
Gary R. Shook
President and Chief Executive Officer

ACCESS NATIONAL BANK, a national banking association

By:  _____
Michael W. Clarke
Chief Executive Officer

[Signature Page to Bank Articles of Merger]

**AGREEMENT AND PLAN OF MERGER OF
MIDDLEBURG BANK
WITH AND INTO
ACCESS NATIONAL BANK**

This Agreement and Plan of Merger (this "Bank Merger Agreement"), dated as of October 21, 2016, is by and between Access National Bank, Reston, Virginia ("Access Bank") and Middleburg Bank, Middleburg, Virginia ("Middleburg Bank"). All capitalized terms used herein but not defined herein shall have the respective meanings assigned to them in the Agreement and Plan of Merger (the "Parent Merger Agreement") dated as of October 21, 2016, between Access National Corporation ("ANCX") and Middleburg Financial Corporation ("MBRG").

WHEREAS, Middleburg Bank is a Virginia chartered banking corporation and a wholly owned subsidiary of MBRG with its principal office at 111 West Washington Street, Middleburg, Virginia 20117, with an authorized capitalization of 1,000,000 shares of common stock, par value \$5.00 per share ("Middleburg Bank Capital Stock"), of which 448,000 shares are issued and outstanding ; and

WHEREAS, Access Bank is a national banking association and a wholly owned subsidiary of ANCX with its principal office at 1800 Robert Fulton Drive, Suite 310, Reston, Virginia 20191, with an authorized capitalization of 10,000,000 shares of common stock, par value \$5.00 per share ("Access Bank Capital Stock"), of which 3,502,994 shares are issued and outstanding; and

WHEREAS, ANCX and MBRG have entered into the Parent Merger Agreement, pursuant to which MBRG will merge with and into ANCX, with ANCX surviving (the "Parent Merger"); and

WHEREAS, Access Bank and Middleburg Bank desire to merge on the terms and conditions herein provided following the effective time of the Parent Merger, and each of the Boards of Directors of Access Bank and Middleburg Bank has determined that the Bank Merger (as defined herein) is in the best interests of its respective bank, has approved the Bank Merger and has authorized its respective bank to enter into this Bank Merger Agreement.

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

1. **The Bank Merger.** Subject to the terms and conditions of the Parent Merger Agreement and this Bank Merger Agreement, at the Effective Time (as defined herein), Middleburg Bank shall merge with and into Access Bank (the "Bank Merger") under the laws of

the United States and of the Commonwealth of Virginia and in accordance with the provisions of 12 U.S.C. § 215a. Access Bank shall be the surviving bank of the Bank Merger (the "Surviving Bank").

2. **Effects of the Bank Merger.** Upon consummation of the Bank Merger, and in addition to the effects set forth at 12 U.S.C. § 215a, the applicable provisions of the regulations of the Office of the Comptroller of the Currency (the "OCC") and other applicable law:

(i) The separate existence of Middleburg Bank shall cease, and the Surviving Bank shall continue its existence under the laws of the United States as a national banking association. At the Effective Time the Surviving Bank shall be considered the same business and corporate entity as Access Bank and Middleburg Bank with all the rights, powers and duties of each of Access Bank and Middleburg Bank;

(ii) All assets, interests, rights and appointments of Access Bank and Middleburg Bank as they exist immediately prior to the Effective Time (as defined herein) shall pass to and vest in the Surviving Bank without any conveyance or other transfer; and

(iii) The Surviving Bank shall be responsible for all the liabilities of every kind and description of Access Bank and Middleburg Bank as they exist immediately prior to the Effective Time;

3. **Closing; Effective Time.** The closing of the Bank Merger will take place immediately following the Parent Merger or at such other time and date as ANCX may determine in its sole discretion, but in no case prior to the date on which all of the conditions precedent to the consummation of the Bank Merger specified in this Bank Merger Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof, at such place as is agreed by Access Bank and Middleburg Bank. Subject to applicable law, the Bank Merger shall become effective upon the issuance of a certification of merger by the OCC (such date and time, the "Effective Time").

4. **Articles of Association; Bylaws.** The national bank charter, articles of association and bylaws of Access Bank in effect immediately prior to the Effective Time shall be the national bank charter, articles of association and the bylaws of the Surviving Bank, in each case until altered, amended or repealed in accordance with their terms and applicable law, subject to Section 5 of this Bank Merger Agreement.

5. **Corporate Title; Offices.** The corporate title of the Surviving Bank shall be "Access National Bank." The main office of the Surviving Bank shall be the main office of Access Bank immediately prior to the Effective Time.

6. **Directors and Executive Officers.** The officers and directors of Access Bank immediately prior to the Effective Time shall be the officers and directors of the Surviving Bank upon the Effective Time. All officers of the Surviving Bank shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined by the

Board of Directors of the of the Surviving Bank or an appropriately authorized committee thereof.

7. **Effect on Shares of Capital Stock.** Each share of Access Bank common stock issued and outstanding immediately prior to the Effective Time shall be unaffected by the Bank Merger and shall remain issued and outstanding. At the Effective Time, by virtue of the Bank Merger and without any action on the part of any holder of any capital stock of Middleburg Bank, each share of Middleburg Bank capital stock issued and outstanding prior to the Bank Merger shall be automatically cancelled and no cash, new shares of capital stock, or other property shall be delivered in exchange therefor. At and after the Effective Time, certificates evidencing shares of Middleburg Bank capital stock shall not evidence any interest in Middleburg Bank or the Surviving Bank.

8. **Conditions Precedent.** The Bank Merger and the obligations of the parties under this Bank Merger Agreement, including to consummate the Bank Merger, shall be subject to the fulfillment or written waiver of each of the following conditions prior to the Effective Time:

(i) This Bank Merger Agreement has been approved by ANCX as the sole shareholder of Access Bank and MBRG as the sole shareholder of Middleburg Bank at meetings of shareholders duly called and held or by written consent or consents in lieu thereof;

(ii) The approval of the OCC under 12 U.S.C. § 215a and 12 U.S.C. § 1828(c) of the Bank Merger shall have been obtained and shall be in full force and effect, and all related waiting periods shall have expired, and all other material consents, approvals, permissions and authorizations of, filings and registrations with, and notifications to, all governmental authorities required for consummation of the Bank Merger shall have been obtained or made and shall be in full force and effect and all waiting periods required by law shall have expired;

(iii) ANCX and Access Bank have obtained any necessary regulatory approvals to operate the main office and the branch offices of Middleburg Bank as offices of the Surviving Bank;

(iv) The Parent Merger shall have been consummated in accordance with the terms of the Parent Merger Agreement at or before the Effective Time; and

(v) No jurisdiction or governmental authority shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and prohibits consummation of the Bank Merger.

9. **Covenants.** From the date of this Bank Merger Agreement to the Effective Time, Access Bank and Middleburg Bank agree to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated

by this Bank Merger Agreement. Without limiting the generality of the foregoing, Access Bank and Middleburg Bank shall proceed expeditiously and cooperate fully in the preparation and submission of such applications or other filings for the Bank Merger with the OCC, the Board of Governors of the Federal Reserve System (including any Federal Reserve Bank acting pursuant to delegated authority) and the Virginia Bureau of Financial Institutions as may be required by applicable laws and regulations.

10. Additional Actions. If, at any time after the Effective Time, the Surviving Bank shall determine that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Bank its rights, title or interest in, to or under any of the rights, properties or assets of Middleburg Bank acquired or to be acquired by the Surviving Bank as a result of, or in connection with, the Bank Merger, or (b) otherwise carry out the purposes of this Bank Merger Agreement, Middleburg Bank and its proper officers and directors shall be deemed to have granted to the Surviving Bank an irrevocable power of attorney to (i) execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Bank and (ii) otherwise to carry out the purposes of this Bank Merger Agreement. The proper officers and directors of the Surviving Bank are fully authorized in the name of Middleburg Bank or otherwise to take any and all such action.

11. Authorization; Binding Effect. Each of the parties hereto represents and warrants that this Bank Merger Agreement has been duly authorized, executed and delivered by such party and, assuming the due authorization, execution and delivery by all other parties to this Bank Merger Agreement, constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with the terms hereof.

12. Amendment. Subject to applicable law, this Bank Merger Agreement may be amended, modified or supplemented only by written agreement of Access Bank and Middleburg Bank at any time prior to the Effective Time.

13. Waiver. Any of the terms or conditions of this Bank Merger Agreement may be waived at any time by whichever of the parties hereto is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such waiving party

14. Assignment. This Bank Merger Agreement may not be assigned by either Access Bank or Middleburg Bank (whether by operation of law or otherwise) without the prior written consent of the other.

15. Termination. This Bank Merger Agreement may be terminated by written agreement of Access Bank and Middleburg Bank at any time prior to the Effective Time, and in any event shall terminate upon the termination of the Parent Merger Agreement in accordance with its terms.

16. Governing Law. Except to the extent governed by laws of the United States applicable hereto, this Bank Merger Agreement shall be governed by and construed in

accordance with the laws of the Commonwealth of Virginia applicable to agreements made and to be performed wholly within such state.


17. **Counterparts.** This Bank Merger Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one agreement.

[Signature Page Follows.]

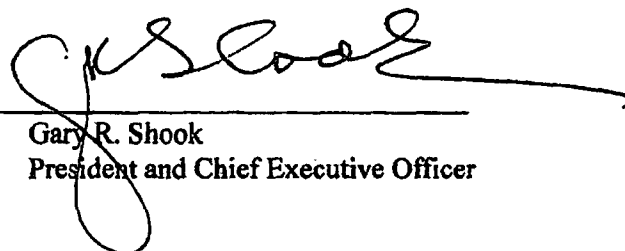
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IN WITNESS WHEREOF, each of Access National Bank and Middleburg Bank has caused this Bank Merger Agreement to be executed on its behalf by their duly authorized officers, as of the day and year first above written.

ACCESS NATIONAL BANK

By: 
Michael W. Clarke
~~President and Chief Executive Officer~~

MIDDLEBURG BANK

By: 
Gary R. Shook
President and Chief Executive Officer

[Signature Page to Bank Merger Agreement]