

02-09-1999

FORM PTO-1594

RECOF



100961902

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Attorney Docket No. 6373.0996

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name(s) of conveying party(ies):

Pittsburgh National Bank

- Individual(s)
- General Partnership
- Corporation

Other: 2.4.99

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: \_\_\_\_\_

Execution Date: January 19, 1993

2. Name(s) and address(es) of receiving party(ies):

Name: PNC Bank, National Association

Address: Fifth Avenue and Wood Street

Pittsburgh, Pennsylvania 15222

- Individual(s)
- Association National Banking Association
- General Partnership
- Limited Partnership
- Corporation
- Other:

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

(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

945,798  
1,130,114  
1,149,148

Additional numbers attached?  Yes  No

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

Name: Christie Baty Heinze

Address: Finnegan, Henderson, Farabow,

Garrett & Dunner, L.L.P.

1300 I Street, N.W.

Washington, D.C. 20005-3315

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90

- Enclosed
- Authorized to be charged to deposit account
- Authorized to be charged to deposit account only if fee is deficient

8. Deposit account number:

06-0916

02/08/1999 DMGUYEN 00000130 945798

01 FC:481 40.00 DP  
02 FC:482 50.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christie Baty Heinze  
Name of Person Signing

Christie Baty Heinze  
Signature

February 4, 1999  
Date

Total number of pages including cover sheet, attachments, and document: 8

TRADEMARK  
REEL: 1850 FRAME: 0814

**AGREEMENT AND PLAN OF MERGER OF  
MARINE BANK  
WITH AND INTO  
PITTSBURGH NATIONAL BANK, TO BE  
KNOWN AS PNC BANK, NATIONAL ASSOCIATION**

Agreement and Plan of Merger ("Agreement") dated as of January 19, 1993, adopted and made by and between MARINE BANK ("Marine"), a Pennsylvania banking association having its principal office at 901 State Street, Warren, Warren County, Pennsylvania, and PITTSBURGH NATIONAL BANK to be known as PNC BANK, NATIONAL ASSOCIATION ("PNB"), a national banking association having its principal office at Pittsburgh, Allegheny County, Pennsylvania (Charter No. 252), each acting pursuant to resolutions adopted by the vote of a majority of its directors in accordance with 12 U.S.C. §215, and joined in by PNC FINANCIAL CORP ("PNC Financial"), a Pennsylvania corporation having its principal place of business at Fifth Avenue and Wood Street, Pittsburgh, Pennsylvania.

**WITNESSETH**

**WHEREAS**, Marine is a banking institution organized and existing under the laws of the Commonwealth of Pennsylvania, the authorized capital stock of which consists of 1,260,000 shares of common stock, \$5.00 par value ("Marine Common Stock"), of which 1,080,204 shares are issued, outstanding and owned indirectly by PNC Financial as of the date hereof; and

**WHEREAS**, PNB is a national banking association, the authorized capital stock of which consists of 4,000,000 shares of common stock, \$10 par value, of which 3,084,950 shares are issued, outstanding and owned indirectly by PNC Financial as of the date hereof; and

**WHEREAS**, PNC Financial is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and is registered as a bank holding company pursuant to the Bank Holding Company Act of 1956, as amended, and owns, through its wholly owned subsidiary, PNC Bancorp, Inc., all of the outstanding shares of capital stock of Marine and PNB; and

**WHEREAS**, the respective Boards of Directors of Marine, PNB and PNC Financial deem the merger of Marine with and into PNB, under and pursuant to the terms of conditions herein set forth or referred to, desirable and in the best interests of the respective banks and their respective shareholders and the respective Boards of Directors of Marine and PNB have adopted resolutions approving this Agreement;

**NOW, THEREFORE,** in consideration of the premises and of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

**ARTICLE I  
Merger**

Subject to the terms and conditions of this Agreement, on the Effective Date (as hereinafter defined), Marine shall be merged with and into PNB pursuant to the provisions of, and with the effect provided in, 12 U.S.C. §215a and Section 1606 of the Pennsylvania Banking Code (said transaction being hereinafter referred to as the "Merger"). On the Effective Date, the separate existence of Marine shall cease and PNB, as the surviving entity, shall continue unaffected and unimpaired by the Merger, and shall be liable for all of the liabilities of Marine existing at the Effective Date. The name of the surviving entity shall continue to be Pittsburgh National Bank. (PNB as existing on and after the Effective Date being hereinafter sometimes referred to as the "Surviving Bank").

**ARTICLE II  
Articles of Association and By-Laws**

The Articles of Association and the By-Laws of PNB in effect immediately prior to the Effective Date shall be the Articles of Association and the By-Laws of the Surviving Bank, in each case until amended in accordance with applicable law. The Articles of Association of PNB as in effect immediately prior to the Effective Date are set forth in **Exhibit A** hereto and incorporated herein by reference.

**ARTICLE III  
Board of Directors**

On the Effective Date, the Board of Directors of the Surviving Bank shall consist of those persons serving as directors of PNB immediately prior to the Effective Date plus those persons selected by the sole shareholder, PNC Financial, immediately prior to the Effective Date.

**ARTICLE IV  
Capital**

The shares of capital stock of PNB issued and outstanding immediately prior to the Effective Date shall, on the Effective Date, continue to be issued and outstanding.

The shares of capital stock of Marine issued and outstanding immediately prior to the Effective Date, shall on the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired, and no cash, new shares of common stock, or other property shall be delivered in exchange therefor.

**ARTICLE V**  
**Effective Date of the Merger**

The Merger shall be effective at the time and on the date specified in the certificate issued by the Comptroller of the Currency with respect thereto or, if such certificate cannot theretofore be obtained, on the date of consummation at the time agreed to by the parties (such date and time being herein referred to as the "Effective Date").

**ARTICLE VI**  
**Further Assurances**

If at any time the Surviving Bank shall consider or be advised that any further assignments, conveyances or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Bank title to any property or rights of Marine, or otherwise carry out the provisions hereof, the property officers and directors of Marine, as of the Effective Date, and thereafter the officers of the Surviving Bank acting on behalf of Marine, shall execute and deliver any and all property assignments, conveyances and assurances, and do all things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Bank and otherwise carry out the provisions hereof.

**ARTICLE VIII**  
**Termination**

Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated by the mutual written consent of the parties hereto.


**ARTICLE IX**  
**Condition**

The Merger is subject to the condition that this Agreement be approved by the shareholder of Marine.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in counterparts by their duly authorized officers and their corporate seals to be hereunto affixed and attested by their officers thereunto duly authorized, all as of the day and year first above written, and the directors constituting a majority of the Board of Directors of each of Marine and PNB have hereunto subscribed their names.

ATTEST

PNC FINANCIAL CORP

  
Assistant Corporate Secretary

By: 



ATTEST

R. Paul Beck  
Secretary

MARINE BANK

By: Edward P. Junker  
Chairman

MAJORITY OF DIRECTORS:

[Signature]  
W. D. Bowes  
Harry W. Conarro  
William B. Conner  
William J. Douglass, Jr.

Edward P. Junker

James C. Levinson

Murray K. McComas

Louis I. Pollock  
Bruce H. Raimy

William C. Schulz

Edward I. Stanley, Jr.

R. Benjamin Wiley  
David E. Zuern

James A. Zurn

J. Boyd Bert, Jr.  
H. David Bowes  
Harry W. Conarro  
William B. Conner  
William J. Douglass, Jr.  
A. James Freeman  
William M. Hilbert, Sr.  
Edward P. Junker, III  
Bernard J. Lechner  
James C. Levinson  
George P. Loranger  
Murray K. McComas  
Ray L. McGarvey  
Louis I. Pollock  
Bruce H. Raimy  
Paul C. Roche, Jr.  
William C. Schulz  
Jacqueline J. Sobania  
Edward I. Stanley, Jr.  
R. Benjamin Wiley  
David E. Zuern  
James A. Zurn

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

SS;

On this 18th day of February, 1993, before me, a notary public for the state and county aforesaid, personally came James E. Rohr, as Chairman of the Board, and Thomas R. Moore, as Assistant Secretary, of PNC Bank, N.A., and each in such capacity acknowledged the foregoing instrument to be the act and deed of PNC Bank, N.A. and the seal affixed thereto to be its seal; and came also

B. R. Brown  
Constance E. Clayton, Ed.D.  
Fitz Eugene Dixon, Jr.  
A. James Freeman  
Stuart Heydt, M.D.  
Edward P. Junker, III  
Thomas A. McConomy  
Robert C. Milsom  
Thomas H. O'Brien  
J. Dennis O'Connor  
Rocco A. Ortenzio  
Robert Clifton Robb, Jr.  
James E. Rohr  
Daniel M. Rooney  
Seth E. Schofield  
Robert M. Valentini

being a majority of the board of directors of PNC Bank, N.A. and each of them acknowledged said instrument to be the act and deed of PNC Bank, N.A. and of himself or herself as a director thereof.

WITNESS my official seal and signature this day and year aforesaid.

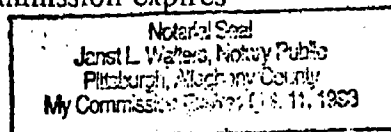
(Seal of Notary)

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*Janet L. Walters*

Notary Public

My Commission expires



Member, Pennsylvania Association of Notaries

ATTEST

Thomas R. Moore

PNC BANK, N.A.

William J. Stru

MAJORITY OF DIRECTORS:

[Signature]  
[Signature]  
A. James Freeman  
Stuart Heydt  
Edward P. Junker, III  
Thomas A. McConomy  
Robert C. Milsom  
Thomas H. O'Brien

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