

MED
11/9/99 RB

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06-08-2000



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101377696

Re: G.S.W

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

11-09-1999

U.S. Patent & TMO/c/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
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

40L 00 DP
975 00 DP
10L 00 DP

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TTM11

11/30/1999

01 FEB 01
02 FEB 02
03 FEB 03

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TRADEMARK 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

3 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)

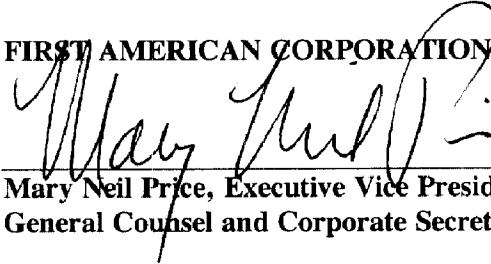
7. Total fee (37 CFR 3.41), enclosed: \$1,025.00

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)

FILED
RECEIVED
STATE OF TENNESSEE

99 OCT 29 AM 9:00 **ARTICLES OF MERGER**

RILEY DARNELL
SECRETARY OF STATE
OF
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

By: 
Name: Sloan D. Gibson, IV
Title: President & Chief Executive Officer

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:

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.

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

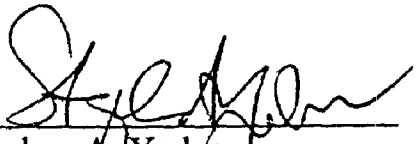
MISCELLANEOUS

(a) 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.

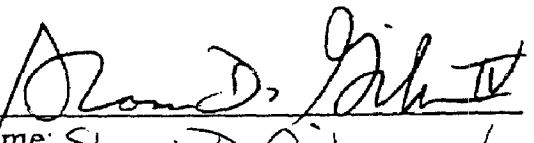
(b) This Agreement of Merger shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of law principles.

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 A. Yoder
Title: Executive Vice President,
General Counsel and Corporate
Secretary

FIRST AMERICAN CORPORATION

By: 
Name: Sloan D. Gibson, IV
Title: President + Chief
Executive Officer

RECORDATION FORM COVER SHEET

Trademarks

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

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.

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GUARANTY PLUS	1,755,674
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GUARANTYLINK	1,764,102
GUARANTYNET	2,126,743
GUARANTYPAK	1,733,542
GUARANTY-SELECT	1,719,595
LEAF(Design)	1,863,926

LEAF (Design)	1,302,045
MATCHMAKER	1,850,860
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PERFORM	1,324,991
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 AmSouth Bank Law Department
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With copy to:
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 AmSouth Bank/First American Legal Department
 721 First American Center
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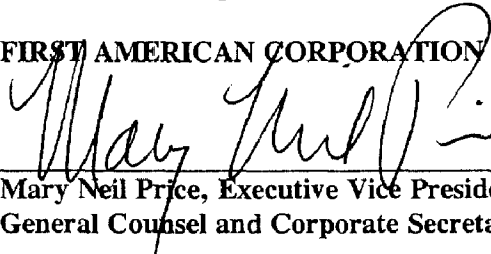
7. Total fee (37 CFR 3.41), enclosed: \$1,025.00

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)

**FIRST AMERICAN NATIONAL BANK
LEGAL DEPARTMENT**

8951

PH. 615-748-2049
FIRST AMERICAN CENTER, 7TH FLOOR
NASHVILLE, TN 37237-0721

10/29 19 99

87-1/640
230

PAY
TO THE
ORDER OF

U.S. Patent & Trademark Office

\$ 1,025⁰⁰/₁₀₀

One thousand twenty five

DOLLARS

 Security features
are included
inside on back



First American
First American National Bank
Nashville, Tennessee
230

Renee Welch

FOR _____

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11-09-1999
U.S. Patent & TMOtc/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
EFFECTIVE DATE/TIME: 10/29/99 1700
CONTROL NUMBER: 0095813

TO:
FIRST AMERICAN NATIONAL BANK
* LEGAL DEPARTMENT
1ST AMER CTR/7TH FL.
NASHVILLE, TN 37237-0721

RE:
NON-QUALIFIED CORPORATION
ARTICLES OF MERGER

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED ARTICLES OF MERGER WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, 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

FROM:
FIRST AMERICAN NATIONAL BANK (NASHVILLE)
FIRST AMER CTR 7TH FL.
NASHVILLE, TN 37237-0721

	FEES	
RECEIVED:	\$100.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$100.00

RECEIPT NUMBER: 00002566455
ACCOUNT NUMBER: 00168635



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

TRADEMARK

REEL: 002084 FRAME: 0317



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

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

FEBRUARY 24, 2000

PTAS



101211730A

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 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 .

SHARON LATIMER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECEIVED
MAR 05 2000
AMSOUTH LAW DEPARTMENT



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

REC'D
JUN -5 PM 12:13
OPR./FINANCE

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)



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,

A handwritten signature in black ink that reads "Pam Welch". The signature is fluid and cursive, with the first name "Pam" being more prominent.

Pam Welch
Senior Paralegal

PW:bw

Attachments

THE LACK OF THIS ENGLISH HAS AN ARTIFICIAL WATERMARK PRINTED IN A SPECIAL WHITE INK. INQUIRE AT (205) 326-5302 (205) 581-7657

AMSOUTH

ACCOUNTS PAYABLE

PO BOX 11007
BIRMINGHAM AL

PAY

FIFTEEN DOLLARS AND NO CENTS

TO THE ORDER OF

ASSISTANT COMMISSIONER FOR
TRADEMARKS
U.S. PATENT & TRADEMARK OFFICE
23900 CRYSTAL DRIVE
ARLINGTON VA 22202

Issued by Integrated Payment Systems Inc., Englewood Colorado
To: Check (New York State): Buffalo, N.Y.

DATE: 03/17/00

CHECK AMOUNT: 15.00

DRAWER: AMSOUTH BANK

Authorized Signature: *[Signature]*

CHECK NO. 921969288

35288

10-96220

1:0220008681:681010005 921969289

THE VARIABLE TONE BACKGROUND AREA OF THIS DOCUMENT CHANGES COLOR GRADUALLY AND SMOOTHLY FROM DARKER TONES AT BOTH TOP AND BOTTOM TO THE LIGHTEST TONE IN THE MIDDLE.



**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



101297795A

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

DOCUMENT ID NO.: 101297795

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

SHAREILL COLES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECEIVED

MAY 31 2000

AMSOUTH LAW DEPARTMENT

RECORDED: 06/05/2000

TRADEMARK
REEL: 002084 FRAME: 0323