

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U.S. Department of Commerce  
Patent and Trademark Office

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

<p>1. Name of conveying party:</p> <p style="margin-left: 40px;"><b>First American Corporation</b> 721 First American Center Nashville, Tennessee 37237</p> <p>Individual(s) _____ Association _____          General Partnership _____ Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State Tennessee          Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p>Assignment _____ <input checked="" type="checkbox"/> Merger          Security Agreement _____ Change of Name _____  <input checked="" type="checkbox"/> Other <u>Correction to Nature of Conveyance</u>  <u>(Merger), Citizenship of Assignee, and Name and Address</u>  <u>of Assignee recorded at Reel/Frame 2084/0306</u></p> <p>Effective Date: 10/29/1999</p>	<p>2. Name and address of receiving party:</p> <p>Name: <b>AmSouth Bancorporation</b></p> <p>Internal Address:</p> <p>Street Address: <b>AmSouth - Sonat Tower</b> 1900 Fifth Avenue North</p> <p>City: Birmingham State: Alabama Zip: 35203</p> <p>individual(s) citizenship _____          Association _____          General Partnership _____          Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State: <u>Delaware</u>          Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from Assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or registration number(s): **See Attached Schedule A**

A. Trademark Application No.(s):  
 B. Trademark Registration No.(s):

Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <b>William D. Raman, Esq.</b></p> <p>Internal Address: <b>Thompson &amp; Knight L.L.P.</b></p> <p>Street Address: <b>1900 San Jacinto Center, 98 San Jacinto Blvd.</b></p> <p>City: Austin State: Texas Zip: 78701-4081</p>	<p>6. Total number of applications and registrations involved: <u>17</u></p> <p>7. Total fee (37 C.F.R. 3.41) _____ \$ <b>440.00</b>          [ \$40 for 1st...\$25 each additional ]</p> <p>Enclosed _____  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>20-0821/021880.028010</u>          (Attach duplicate copy of this page if paying by deposit account)</p>
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**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.

Sherri L. Eastley Name of Person Signing      *Sherri L. Eastley* Signature      3/22/04 Date

Total number of pages including cover sheet, attachments and documents: 26

Mail documents to be recorded with required cover sheet information to:

**BOX ASSIGNMENT**  
 Commissioner of Patents and Trademarks  
 Washington, D.C. 20231

CERTIFICATE OF FACSIMILE  
37 C.F.R. 1.8

I hereby certify that this correspondence is being transmitted via facsimile to facsimile number (703) 306-5995 for the Assignment Services Division, Commissioner of Patents and Trademarks, Washington, D.C. 20231, on the date below:

3/22/04 Date      *Sherri L. Eastley* Sherri L. Eastley

CH \$440.00 200821 76156200

**SCHEDULE A**

<b><u>Reg./App. No.</u></b>	<b><u>Mark</u></b>
1,331,254	GUARANTYLINE (Stylized)
1,520,115	DEPOSIT GUARANTY CORP.
1,521,230	DEPOSIT GUARANTY NATIONAL BANK
1,583,904	DEPOSIT GUARANTY
1,694,840	GUARANTYCALL
1,731,586	GUARANTYCARD
1,755,674	GUARANTY PLUS
1,796,080	GUARANTYCHEK
1,907,605	GUARANTYFIRST
2,059,988	GUARANTYCONNECT
2,126,743	GUARANTYNET
2,164,544	GUARANTYLEASE
2,175,347	GUARANTY PAYCHEK
2,275,248	GUARANTYCONNECT
2,123,033	GNET
2,185,293	GNET and Design
76/155,200	GUARANTY BANK

KAJ  
9/99

MAR. 22. 2004 11:10AM

NO. 1269 P. 11

D

Re: G.S.W

06-08-2000



ET

101377696

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/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)	1,863,975

000000170 1457612  
40.00 DP  
975.00 DP  
10.00 DP

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)

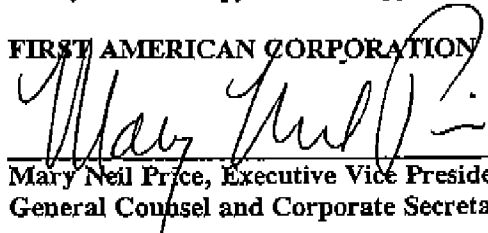
7. Total fee (37 CFR 3.41), enclosed: \$1,025.00

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)

TRADEMARK

WASH DC INV NO 75/399,265, 75/404,539, 75/418,711  
REEL: 002817 FRAME 0137  
PART B

**FILED**  
RECEIVED  
STATE OF TENNESSEE

99 OCT 29 AM 9: 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**

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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:

**TRADEMARK****REEL: 002817 FRAME: 0139**

## 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.



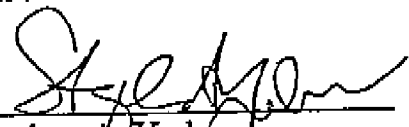
**SECTION 7  
MISCELLANEOUS**

(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