

P9900008864

STEVE HESTOR & DAVY LLP
Requestor's Name

215 SOUTH MONROE STREET SUITE 601
Address

TALLAHASSEE 222-2300
City/State/Zip Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. COMMUNITY BANK OF FLORIDA, INC. P99000008864
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

FILED
 99 FEB 22 PM 1:25
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

- ☒ Walk in
 ☒ Pick up time 2:00
 ☒ Certified Copy
 ☐ Mail out
 ☐ Will wait
 ☐ Photocopy
 ☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input checked="" type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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 *****105.00 *****43.75

PLEASE CONTACT ELIZABETH REGARDING ANY QUESTIONS - 222-2300. THANK YOU.

Examiner's Initials **DR**

2/22/99

**ARTICLES OF DISSOLUTION
OF
COMMUNITY BANK OF FLORIDA, INC.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, COMMUNITY BANK OF FLORIDA, INC., a Florida corporation, desires to dissolve its corporate status pursuant to Sections 607.1402 and 607.1403 of the Florida Business Corporation Act, and hereby states as follows:

ARTICLE I - NAME OF CORPORATION

The name of the corporation is COMMUNITY BANK OF FLORIDA, INC. (hereinafter referred to as the "Corporation").

ARTICLE II - DATE OF AUTHORIZATION

These Articles of Dissolution were (i) adopted by the holder of all of the outstanding shares of common stock of the Corporation, by a unanimous written consent executed on February 12, 1999, which constituted a sufficient vote for approval by the sole shareholder of the Corporation and (ii) recommended to the sole shareholder of the Corporation by the Board of Director of the Corporation on February 12, 1999, by telephonic meeting duly called at which a quorum was present.

IN WITNESS WHEREOF, the undersigned Sole Shareholder of COMMUNITY BANK OF FLORIDA, INC., has executed these Articles of Dissolution as of the 12th day of February, 1999.

COMMUNITY BANK OF SOUTH FLORIDA, INC.
Sole Shareholder

By: _____


Robert L. Epling, Director

President

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (the "Assignment"), is made and entered into as of this 12th day of February, 1999, by and between Community Bank of Florida, Inc., a Florida corporation (the "Company"), and Community Bank of Homestead, Inc., a Florida corporation (the "Acquiror").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged:

1. The Company does hereby sell, grant, convey, assign, transfer and deliver to Acquiror all of the Company's right, title and interest in and to the corporate and trade names "Community Bank of Florida, Inc.," "Community Bank of Florida," "Community Banks of Florida, Inc." and "Community Banks of Florida" together with all goodwill associated therewith and symbolized thereby and all state registrations, if any, with respect thereto (collectively, the "Intellectual Property"), free and clear of any and all liens, mortgages, equities, security interests, pledges, charges, debts, taxes, liabilities and encumbrances whatsoever.

2. The Company further agrees that it will from time to time, at the request of Acquiror, execute and deliver to Acquiror all other instruments necessary to vest in Acquiror the right, title and interest in or to any of the Intellectual Property which this instrument purports to transfer to Acquiror.

3. Any individual, partnership, corporation or other entity may rely, without further inquiry, upon the powers and rights herein granted to the Acquiror. All of the terms and provisions of this Assignment will be binding upon the Company and its successors and assigns and will inure to the benefit of Acquiror and its successors and assigns. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to conflict of law principles thereunder.

4. The Assignment may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of this 12th day of February, 1999.

THE ACQUIROR:

Community Bank of Homestead, Inc.

By: 

Name: Robert L. Epling
Title: President

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THE COMPANY:

Community Bank of Florida, Inc.

By: 

Name: A. C. Watts-FitzGerald
Title: President