

02-14-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101613210

0201

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/13/2001 6TON11 00000356 1286406

FOR OFFICE USE ONLY

01 FC:461

40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002234 FRAME: 0454

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(619) 699-2585

Name

Peter K. Hahn, Esq.

Address (line 1)

Luce, Forward, Hamilton & Scripps LLP

Address (line 2)

600 West Broadway, Suite 600

Address (line 3)

San Diego, California 92101

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1286406

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

50-0683

Authorization to charge additional fees:

Yes:

No

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. Charges to deposit account are authorized, as indicated herein.

Peter K. Hahn

2-2-01

Name of Person Signing

Signature

Date Signed

A0532277

APPROVED

October 6, 1999

JAN LYNN OWEN

Acting Commissioner of Financial Institutions

ENDORSED - FILED
IN THE OFFICE OF THE
SECRETARY OF STATE
OF THE STATE OF CALIFORNIA

By



TONY LEHTONEN
Senior Counsel

AGREEMENT OF BANK MERGER

OCT -6 1999

BILL JONES, SECRETARY OF STATE

THIS AGREEMENT OF BANK MERGER (this "Agreement") is made by and between Regency Bank, a California state-chartered member bank (the "Company Bank"), and California Bank & Trust, a California state-chartered bank ("CBT"), in connection with the transactions described in that Agreement and Plan of Merger, dated as of April 27, 1999, as amended (the "Merger Agreement"), by and among Zions Bancorporation, a Utah corporation ("Zions"), Regency Bancorp, a California corporation (the "Company"), and the Company Bank.

As of the date hereof, CBT has authorized capital stock of 3,000,000 shares of common stock, par value \$1.50 per share (the "CBT Stock"). As of the date hereof, 2,000,000 shares of CBT Stock are issued and outstanding. As of the date hereof, the Company Bank has authorized capital stock of 1,000 shares of common stock, no par value ("Company Bank Stock"), of which 50 shares are issued and outstanding.

As of the date hereof, Zions owns directly substantially all the issued and outstanding stock of CBT, and the Company owns directly all of the issued and outstanding stock of the Company Bank. Immediately prior to the Effective Time of the Bank Merger (as defined below), the Company shall be merged with and into Zions or a wholly-owned subsidiary of Zions with Zions the resulting corporation, so that as of the Effective Time of the Bank Merger, Zions shall own directly or indirectly all of the Company Bank Stock.

CBT and the Company Bank hereby agree as follows:

I. Merger. At and on the Effective Time of the Bank Merger, the Company Bank shall be merged with and into CBT in accordance with the terms hereof and pursuant to the provisions of, and with the effect provided in, the California Financial Code and General Corporation Law (the "Bank Merger"). CBT, as the institution surviving the Bank Merger, shall be the "Surviving Bank."

II. Effective Time. The effective time of the Bank Merger ("Effective Time of the Bank Merger") shall be the date and time that a copy of this Agreement, having been certified by the California Secretary of State, is filed with the California Commissioner of Financial Institutions, which shall be after approval of the Bank Merger by all required governmental authorities.

III. Name. The name of the Surviving Bank shall continue to be "California Bank & Trust."

IV. Directors and Principal Officers. The directors and principal officers of CBT immediately prior to the Effective Time of the Bank Merger shall continue to serve as directors and principal officers of CBT after the Effective Time of the Bank Merger.

V. Terms and Conditions of Bank Merger.

At the Effective Time of the Bank Merger:

5.01 Each share of the Company Bank Stock issued and outstanding immediately prior to the Effective Time of the Bank Merger shall at the Effective Time of the Bank Merger be canceled, with no consideration to be received therefor.

5.02 Each share of CBT Stock issued and outstanding immediately prior to the Effective Time of the Bank Merger shall remain outstanding and unchanged and shall be the only shares of CBT Stock issued and outstanding.


VI. Articles of Incorporation and Bylaws. At and after the Effective Time of the Bank Merger, the Articles of Incorporation and Bylaws of CBT as in effect immediately prior to the Effective Time of the Bank Merger shall continue to be the Articles of Incorporation and Bylaws of the Surviving Bank until amended in accordance with law.

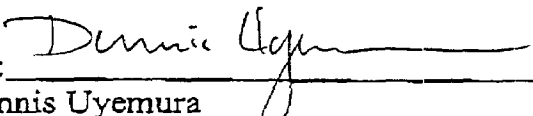
VII. Execution. This Agreement of Bank Merger may be executed in any number of counterparts each of which shall be deemed an original and all of such counterparts shall constitute one and the same instrument.

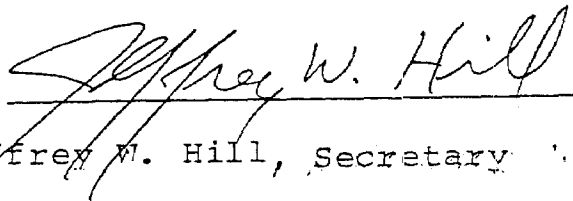
VIII. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California.

Dated as of September 28, 1999.

CALIFORNIA BANK & TRUST

By: 
Robert G. Sarver
President and Chief Executive Officer

By: 
Dennis Uyemura
Chief Financial Officer, Managing Director

By: 
Jeffrey W. Hill, Secretary

LA_LAN01:99954.2

Dated as of September 28, 1999.

REGENCY BANK

By: 

Steven Canfield
Executive Vice President and
Chief Financial Officer

By: 

Debora Cameron
Assistant Corporate Secretary

LA_LAN01: 99954.2

RECORDED: 02/02/2001

TRADEMARK
REEL: 002234 FRAME: 0459