

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/26/2002

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alburger Basso DeGrosz Insurance Systems, Inc.		08/26/2002	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	ABD Insurance and Financial Services
Street Address:	305 Walnut Street, MS-C2
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94063
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2261016	ABD
Registration Number:	2508929	ABD INSURANCE FINANCIAL SERVICES
Registration Number:	2189704	CYBERSURE
Registration Number:	2473826	RISK HAPPENS

CORRESPONDENCE DATA

Fax Number: (650)213-0260
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650-812-1300
 Email: patrademarks@manatt.com
 Correspondent Name: MANATT, PHELPS & PHILLIPS, LLP
 Address Line 1: 1001 Page Mill Road, Building 2
 Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	27831-030 ABD ASSIGNMENTS
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NAME OF SUBMITTER:	Attorney for Registrant-Assignee
Signature:	/Christine M. Klenk/
Date:	05/30/2007
Total Attachments: 5 source=ABD Insurance and Financial Services Agreement of Merger#page1.tif source=ABD Insurance and Financial Services Agreement of Merger#page2.tif source=ABD Insurance and Financial Services Agreement of Merger#page3.tif source=ABD Insurance and Financial Services Agreement of Merger#page4.tif source=ABD Insurance and Financial Services Agreement of Merger#page5.tif	

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AGREEMENT OF MERGER

BILL JONES, Secretary of State

THIS AGREEMENT OF MERGER (the "Merger Agreement") is made and entered into this 26th day of August, 2002, by and between ABD Insurance and Financial Services, a California corporation ("ABDIF"), and a wholly owned subsidiary of Greater Bay Bancorp, a California corporation ("GBB"), and Alburger, Basso, deGrosz Insurance Services, Inc., a California corporation ("ABD"), and a wholly owned subsidiary of GBB, in connection with the transactions described in that Amended and Restated Agreement and Plan of Merger and Reorganization (the "Reorganization Agreement"), dated as of March 11, 2002 by and among GBB, ABD, ABDIF and ABD Acquisition Corp., a California corporation ("Newco").

RECITALS

1. ABDIF is a corporation duly organized, validly existing and in good standing under the laws of the State of California, with authorized capital of ten thousand (10,000) shares of common stock, no par value ("ABDIF Stock"), of which, on the date hereof, one thousand (1,000) shares are outstanding.

2. ABD is a corporation duly organized, validly existing and in good standing under the laws of the State of California, with authorized capital of fifty million (50,000,000) shares of common stock, \$0.01 par value per share ("ABD Common Stock"), of which, on the date hereof, 1,000 shares are issued and outstanding, all of which are owned by GBB, and fifty million (50,000,000) shares of preferred stock, \$0.001 par value per share, of which, on the date hereof, there are no shares outstanding.

3. The respective Boards of Directors of ABDIF and ABD, each acting pursuant to duly authorized resolutions, adopted by the vote of a majority of its directors, deem it desirable and in the best interests of their respective corporations and shareholders that ABD be merged with and into ABDIF (the "Merger") as provided in this Merger Agreement pursuant to the laws of the State of California, and that ABDIF be the surviving corporation (the "Surviving Corporation").

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of the Merger, the parties hereto agree as follows:

ARTICLE I
THE MERGER

Upon consummation of the Merger at the Effective Time of the Merger (as defined in Article VIII hereof), ABD shall be merged with and into ABDIF, which shall thereupon be the Surviving Corporation, and the separate corporate existence of ABD shall cease.

ARTICLE II
NAME

The name of the Surviving Corporation shall be "ABD Insurance and Financial Services".

ARTICLE III
ARTICLES OF INCORPORATION

The Articles of Incorporation of ABDIF as in effect immediately prior to the Effective Time of the Merger shall, at and after the Effective Time of the Merger, continue to be the Articles of Incorporation of the Surviving Corporation.

ARTICLE IV
BYLAWS

The Bylaws of ABDIF as in effect immediately prior to the Effective Time of the Merger shall, at and after the Effective Time of the Merger, be the Bylaws of the Surviving Corporation.

ARTICLE V
RIGHTS AND DUTIES OF SURVIVING CORPORATION

At and after the Effective Time of the Merger, all rights, privileges, powers and franchises and all property and assets of every kind and description of ABD shall be vested in and be held and enjoyed by the Surviving Corporation, without further act or deed, and all the estates and interests of every kind of ABD, including all debts due to it, shall be as effectively the property of the Surviving Corporation as they were of ABD, and the title to any real estate vested by deed or otherwise in ABD shall not revert or be in any way impaired by reason of the Merger; and all rights of creditors and liens upon any property of ABD shall be preserved unimpaired and all debts, liabilities and duties of ABD shall be debts, liabilities and duties of the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

ARTICLE VI
CONVERSION OF SHARES

In and by virtue of the Merger and at the Effective Time of the Merger, pursuant to the Merger Agreement, shares of ABDIF Common Stock and of ABD Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, without any further action on the part of the holders of such shares, be treated on the basis set forth herein.

(a) Effect on ABDIF Stock. At the Effective Time of the Merger, each issued and outstanding share of ABDIF Stock shall, without any further action on the part of ABDIF or the holder of ABDIF Stock, on and after the Effective Time of the Merger, pursuant to the Merger Agreement, and without any further action on the part of ABDIF or the holder of ABDIF Stock be converted into and shall for all purposes be deemed to represent one share of stock of the Surviving Corporation.

(b) Conversion of ABD Common Stock. At the Effective Time of the Merger, each share of ABD Common Stock issued and outstanding immediately prior to the Effective Time, shall be automatically canceled without consideration and shall cease to be an issued and outstanding share of ABD Common Stock.

ARTICLE VII
FURTHER ACTION

The parties hereto shall execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken all further or other action as they may deem necessary or desirable, in order to vest in and confirm to the Surviving Corporation title to and possession of all of ABD's property, rights, privileges, powers and franchises hereunder, and otherwise to carry out the intent and purposes of this Merger Agreement.

ARTICLE VIII
EFFECTIVE TIME OF THE MERGER

The Merger shall be effective (the "Effective Time of the Merger") on the day of filing of this Merger Agreement and the appropriate certificates of its approval with the Secretary of State of the State of California in accordance with Sections 1101 and 1103 of the California General Corporation Law.

ARTICLE IX
TERMINATION

This Merger Agreement may, by the mutual consent and action of the Boards of Directors of ABD and ABDIF, be abandoned at any time before or after approval thereof by the shareholder of ABD or ABDIF, but not later than the Effective Time of the Merger.

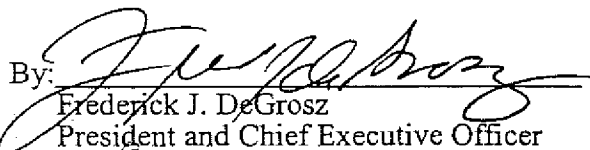
ARTICLE X
GOVERNING LAW

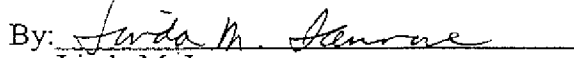
This Merger Agreement has been executed in the State of California, and the laws of the State of California shall govern the validity and interpretation hereof and the performance by the parties hereto.

[The remainder of this page was intentionally left blank; signature page follows]

IN WITNESS WHEREOF, ABDIF and ABD, pursuant to the approval and authority duly given by resolution of their respective Board of Directors, have caused this Merger Agreement to be signed by their respective Presidents and Secretaries on the day and year first above written.


ABD INSURANCE AND FINANCIAL SERVICES

By: 
Frederick J. DeGrosz
President and Chief Executive Officer

By: 
Linda M. Iannone
Secretary

ALBURGER, BASSO, DEGROSZ
INSURANCE SERVICES, INC.

By: 
Frederick J. DeGrosz
President and Chief Executive Officer

By: 
Linda M. Iannone
Secretary