

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affinity Bank		08/24/2010	CORPORATION: CALIFORNIA
Federal Deposit Insurance Corporation, Receiver of Affinity Bank, Ventura, California		08/24/2010	FEDERAL AGENCY:
RECEIVING PARTY DATA			
Name:	Pacific Western Bank		
Street Address:	275 N. Brea Boulevard		
City:	Brea		
State/Country:	CALIFORNIA		
Postal Code:	92821		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2985124	AFFINITY BANK	
Registration Number:	3718631	AB	
CORRESPONDENCE DATA			
Fax Number:	(310)203-7199		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-203-7931		
Email:	jwald@irell.com, mcohen@irell.com, TRADEMARKS@IRELL.COM		
Correspondent Name:	Jane Shay Wald, Esq.		
Address Line 1:	1800 Avenue of the Stars Suite 900		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	160587-0001-KEND		
NAME OF SUBMITTER:	Jane Shay Wald		

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TRADEMARK
REEL: 004267 FRAME: 0844

Signature:	/janeshaywald/
Date:	08/26/2010
Total Attachments: 6 source=2985124 ASSIGN#page1.tif source=2985124 ASSIGN#page2.tif source=2985124 ASSIGN#page3.tif source=2985124 ASSIGN#page4.tif source=2985124 ASSIGN#page5.tif source=2985124 ASSIGN#page6.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of August 28, 2009, is entered into by Affinity Bank, a California Corporation, through the Federal Deposit Insurance Corporation, Receiver of Affinity Bank, Ventura California ("Assignor"), as assignor, in favor of Pacific Western Bank, a California corporation, having a place of business located at 275 N. Brea Boulevard, Brea, California 92821 ("Assignee").

WHEREAS, Assignor is the proprietor of the following Trademark registrations and in the United States (the "Trademarks");

Trademark	Registration No.	Issue Date
AFFINITY BANK	2,985,124	August 16, 2005
 AB (Stylized)	3,718,631	December 1, 2009

Whereas, in accordance with the terms and conditions of the Purchase and Assumption Agreement, dated as of August 28, 2009, between Federal Deposit Insurance Corporation, Receiver of Affinity Bank Ventura, California, Federal Deposit Insurance Corporation and Pacific Western Bank along with the Limited Power of Attorney dated September 1, 2009 from Federal Deposit Insurance Company and Pacific Western Bank, attached hereto, Assignee acquired all right, title and interest in and to the Trademarks and related rights, including Assignor's portion of the business to which these marks pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably assign and transfer unto Assignee all right, title and interest of Assignor in and to the Trademarks, including without limitation, the Trademark applications and registrations identified above, as well as its entire right, title and interest in and to any and all common law rights to the Trademarks, and any and all claims and demands it may have either at law or in equity arising out of any past infringements.

Assignor does hereby expressly agree that procedures be taken with the United States Patent and Trademark Office singly by Assignee to record the transfer of the Trademarks to Assignee.

This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

In testimony whereof, Assignor has caused this Assignment to be executed by its duly authorized Attorney-in-Fact.

Federal Deposit Insurance Corporation,
Receiver for Affinity Bank,
Ventura California

Dated: August 27, 2010

By:


Attorney-in-Fact Deputy
Holly Hayes, VP & General Counsel
Pacific Western Bank

PLEASE COMPLETE THIS INFORMATION

This Document was electronically recorded by
FDIC

RECORDING REQUESTED BY:

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

AND WHEN RECORDED MAIL TO:



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AFTER RECORDING PLEASE

RETURN TO: FDIC.

Attn: Natalie Jones

40 Pacifica

Irvine CA 92618

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress, hereafter called the "FDIC", hereby designates the individual(s) of Pacific Western Bank, set out below (the "Attorney(s)-in-Fact") for the sole purpose of executing the documents outlined below:

- Matthew P. Wagner, CEO, Pacific Western Bank
- Michael J. Perdue, President, Pacific Western Bank
- Victor R. Santoro, Executive VP, Pacific Western Bank
- Lynn Hopkins, Executive VP & CFO, Pacific Western Bank
- Jeffrey Krumpoch, Senior VP, Pacific Western Bank
- Robert G. Dyck, Executive VP & Chief Credit Officer, Pacific Western Bank
- Robert M. Borgman, Executive VP, Pacific Western Bank
- Jared M. Wolff, Executive VP & General Counsel, Pacific Western Bank
- Holly Hayes, VP & Deputy General Counsel, Pacific Western Bank

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC grants to the above-named Attorney(s)-in-Fact the authority, subject to the limitations herein, as follows:

1. To execute, acknowledge, seal and deliver on behalf of the FDIC as Receiver of Affinity Bank instruments of transfer and conveyance, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale and transfer of any asset of Affinity Bank, including all loans held by Affinity Bank to Pacific Western Bank pursuant to that certain Purchase and Assumption Agreement, dated as of August 28, 2009, between FDIC as Receiver of Affinity Bank.

The form which the Attorney(s)-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of

Without Recourse

FEDERAL DEPOSIT INSURANCE CORPORATION as
Receiver for Affinity Bank

By: _____

Name: _____

Title: Attorney-in-Fact

(The remainder of this page is intentionally left blank.)

All other documents of assignment, conveyance or transfer shall contain this sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver."

2. FDIC further grants to each Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as FDIC might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for.

This Limited Power of Attorney shall be effective from August 31, 2009 and shall continue in full force and effect through August 31, 2010, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Any third party may rely upon this document as the named individual(s)' authority to continue to exercise the powers herein granted unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.

IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 1st day of September, 2009.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: *Thornton A. Brown*
Name: Thornton A. Brown
Title: Manager of Customer Service
West Coast Temporary Satellite Office

(CORPORATE SEAL) ATTEST: *Walter C. Siedentopf*
Name: Walter C. Siedentopf
Title: Counsel

Signed, sealed and delivered
in the presence of:

Barbara Williams
Witness Name: Barbara Williams

Shirley L. Walker
Witness Name: Shirley L. Walker

STATE OF CALIFORNIA

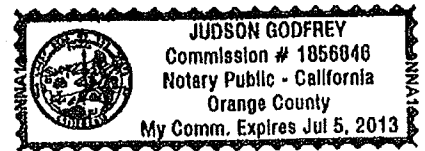
COUNTY OF ORANGE

On September 4, 2009, before me, Judson Godfrey Notary Public
_____ personally appeared Thornton A. Brown, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature Judson Godfrey _____ (Seal)



UNITED STATES OF AMERICA

DISTRICT OF COLUMBIA

On this 8th day of September, 2009, before me, Notary Public in and for the District of Columbia, personally appeared Walter C. Siedentopf, to me known personally, who being by me first duly sworn did depose that he is a Counsel, of the Federal Deposit Insurance Corporation, at the Corporation in whose name the foregoing Power of Attorney has been subscribed, who further said that the seal affixed to the said Power of Attorney is the corporate seal of the said Federal Deposit Insurance Corporation, and that the said Power of Attorney was subscribed on behalf of the said Corporation and its seal thereto affixed by due authority of the Corporation's Board of Directors, and the said Walter C. Siedentopf, acknowledged the said Power of Attorney to be the free act and deed of the said Corporation.

Ann Laterna
Notary Public, District of Columbia
United States of America
My Commission expires: SEPTEMBER 14, 2010 *Ann Laterna*