

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/17/2014		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Metro United Bank		09/18/2013
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	135 N. Los Robles Avenue, 7th Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3589053	METRO UNITED BANK
CORRESPONDENCE DATA			
Fax Number:	310556-982		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213 624-6560		
Email:	tchan@foxrothschild.com		
Correspondent Name:	Thomas T. Chan, Esq.		
Address Line 1:	1055 W. 7th Street, Suite 1880		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	103441.00170		
NAME OF SUBMITTER:	Thomas T. Chan, CA bar member		
Signature:	/Thomas T. Chan/		

OP \$40.00 3589053

Date:

02/05/2014

Total Attachments: 4

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Secretary of State
State of California

JAN 17 2014
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FILED
5:02 p.m. Pacific Time January 17, 2014
Jan Lynn Owen
Commissioner of Business Oversight
State of California

APPROVED
January 16, 2014
Jan Lynn Owen
Commissioner of
Business Oversight
By *Wallace M. Wong*
Wallace M. Wong
Senior Counsel

By *Wallace M. Wong* 1944458 SUN
Wallace M. Wong
Senior Counsel

AGREEMENT OF MERGER

Metro United Bank

THIS AGREEMENT OF MERGER ("Bank Merger Agreement"), dated as of January 15, 2014, is made and entered into by and between Metro United Bank, a California state-chartered banking corporation ("Metro United Bank"), and East West Bank, a California state-chartered banking corporation ("East West Bank"), in connection with the transactions described in that certain Agreement and Plan of Merger dated as of September 18, 2013 (the "Agreement"), by and between East West Bancorp, Inc. ("East West") and MetroCorp Bancshares, Inc. ("MetroCorp").

RECITALS

WHEREAS, the respective Boards of Directors of Metro United Bank and East West Bank deem it desirable and in the best interest of their respective corporations and shareholders that Metro United Bank be merged with and into East West Bank (the "Bank Merger"), as provided in this Bank Merger Agreement pursuant to the laws of the State of California, and that East West Bank be the surviving banking corporation (the "Surviving Bank"); and

WHEREAS, East West and MetroCorp entered into the Agreement, which provides for the Bank Merger.

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

1. The Bank Merger

(a) The Bank Merger shall be pursuant to the provisions of, and with the effect provided in, the California General Corporation Law and the California Financial Code, and the Bank Merger shall become effective at such time as a copy of this Bank Merger Agreement, certified by the Secretary of State of the State of California and with all other requisite accompanying certificates, is filed with the California Department of Business Oversight (the "DBO"). The date and time of such filing with the DBO is referred to herein as the "Effective Time."

(b) As of the Effective Time, (i) Metro United Bank shall be merged with and into East West Bank, (ii) the separate corporate existence of Metro United Bank shall cease, and (iii) East West Bank shall thereupon be the Surviving Bank.

2. Rights and Duties of Surviving Bank

(a) At and after the Effective Time, all rights, privileges, powers and franchises and all property and assets of every kind and description of Metro United Bank shall be vested in, held and enjoyed by, the Surviving Bank, without further act or deed, and all the estates and interests of every kind of Metro United Bank, including all debts due to Metro United Bank, shall be as effectively the property of the Surviving Bank, and the title to any real estate vested

by deed or otherwise in Metro United Bank shall not revert or be in any way impaired by reason of the Bank Merger; and all rights of creditors and liens upon any property of Metro United Bank shall be preserved unimpaired and all debts, liabilities and duties of Metro United Bank shall be debts, liabilities and duties of the Surviving Bank and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

(b) East West Bank, as a California state-chartered banking corporation, with all its purposes, rights, powers, privileges, liabilities, obligations and franchises, shall continue unaffected and unimpaired by the Bank Merger.

3. Corporate Governance

From and after the Effective Time, and until such time as thereafter amended or as provided by law, (a) the name of the Surviving Bank shall be and continue to be "East West Bank"; (b) the Articles of Incorporation of East West Bank as in effect immediately prior to the Effective Time, shall be and continue to be the Articles of Incorporation of the Surviving Bank; and (c) the Bylaws of East West Bank as in effect immediately prior to the Effective Time shall be and continue to be the Bylaws of the Surviving Bank.

4. Effect of Bank Merger on Outstanding Shares

In and by virtue of the Bank Merger, at the Effective Time, each share of Metro United Bank stock issued and outstanding immediately prior to the Effective Time shall be automatically cancelled, without consideration, and cease to be an issued and outstanding share of Metro United Bank stock. Each share of East West Bank stock issued and outstanding immediately prior to the Effective Time shall, on and after the Effective Time, remain outstanding and shall automatically and for all purposes be deemed to represent one share of common stock of the Surviving Bank.

5. 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 Bank title to and possession of all of Metro United Bank's property, rights, privileges, powers and franchises hereunder, and otherwise to carry out the intent and purposes of this Bank Merger Agreement.

6. General Provisions

(a) Termination. The obligations of the parties to effect the Bank Merger shall be subject to all the terms and conditions contained in the Agreement. In the event that the Agreement shall be terminated as therein provided prior to the Effective Time, this Bank Merger Agreement shall terminate forthwith.

(b) Amendment. This Bank Merger Agreement may be amended by East West Bank and Metro United Bank at any time prior to the Effective Time without the approval of the shareholders of East West Bank and Metro United Bank with respect to any of its terms other

than principal terms. This Bank Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

(c) Successors and Assigns. This Bank Merger Agreement shall be binding upon and enforceable by the parties hereto and their respective successors, assigns and transferees, but this Bank Merger Agreement may not be assigned by any party hereto without the written consent of the other.

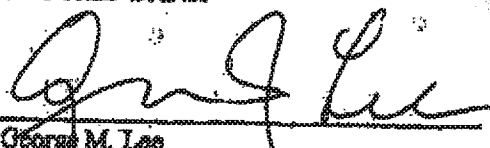
(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

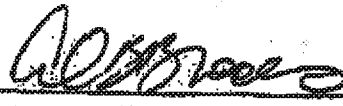
(e) Counterparts. This Bank Merger Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page to Follow]


IN WITNESS WHEREOF, the parties have duly executed this Bank Merger Agreement as of the date first written above.

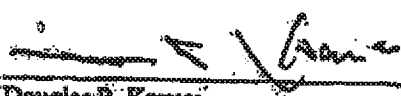
METRO UNITED BANK

By: 
Name: George M. Lee
Title: Chairman of the Board

By: 
Name: Carol Brooks
Title: Secretary

EAST WEST BANK

By: 
Name: Isaac H. Oh
Title: Executive Vice President and Chief Financial Officer

By: 
Name: Douglas P. Krause
Title: Executive Vice President, Chief Risk Officer, General Counsel and Secretary