

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alabama Acquisition Corporation		04/14/2011	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	AloStar Bank of Commerce		
Street Address:	3680 Grandview Parkway, Suite 300		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35243		
Entity Type:	state banking corporation: ALABAMA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4368400	ALOSTAR	
Registration Number:	4199465	ALOSTAR BANK OF COMMERCE	
Registration Number:	4375592	ALOSTAR BUSINESS CREDIT	
CORRESPONDENCE DATA			
Fax Number:	2252483022		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	225-248-2022		
Email:	jwtrademarks@joneswalker.com		
Correspondent Name:	A Justin Ourso III		
Address Line 1:	8555 United Plaza Blvd., 5th Floor		
Address Line 4:	Baton Rouge, LOUISIANA 70809		
ATTORNEY DOCKET NUMBER:	26549/126451-00		
NAME OF SUBMITTER:	A. Justin Ourso III		
SIGNATURE:	/A. Justin Ourso III/		
DATE SIGNED:	06/05/2015		
Total Attachments: 9			
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This instrument prepared by:
Michael D. Waters, Esq.
Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P.
1819 5th Avenue North
Suite 1100 - One Federal Place
Birmingham, Alabama 35203



20110414000394440 1/10
Bk: LR201103 Pg: 18152
Jefferson County, Alabama
I certify this instrument filed on
04/14/2011 11:51:37 AM PREST
Judge of Probate- Alan L. King

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ALOSTAR BANK OF COMMERCE**

COMES NOW Alabama Acquisition Corporation, by and through its Board of Directors, and pursuant to the Alabama Business and Nonprofit Entity Code and the Alabama Business Corporation Law (the "*Law*"), as the same may be from time to time amended, amends its previously filed Articles of Incorporation, and restates its Articles of Incorporation (these "*Articles of Incorporation*") in whole as follows:

ARTICLE I

NAME

- 1.1 (a) The name of the corporation was Alabama Acquisition Corporation.
- (b) The corporation, which shall now be an Alabama state banking corporation (the "*Bank*"), shall be named:

AloStar Bank of Commerce

ARTICLE II

PERIOD OF DURATION

- 2.1 The Bank shall have perpetual duration.

ARTICLE III

OBJECTS, PURPOSES AND POWERS

- 3.1 The objects and nature of the business and the purposes and powers of the Bank are:
- (a) To conduct a general banking business through such means and at such places as the board of directors of the Bank (the "*Board of Directors*") may deem proper;
- (b) To exercise trust and fiduciary powers; and
- (c) To engage in any lawful activity and to exercise all powers permitted to it by the Alabama Banking Code.

ARTICLE IV

CAPITAL STOCK

- 4.1 The aggregate number of shares of capital stock which the Bank shall have the authority to issue shall be 20,000,000, of which the Bank shall have the authority to issue 19,000,000 shares of

common stock of no par value (the "*Common Stock*") and 1,000,000 shares of preferred stock of no par value.

4.2 The Board of Directors is expressly authorized to provide for the issuance of all or any shares of the preferred stock of the Bank in one or more classes or series, and to fix for each such class or series such voting powers, full or limited, or no voting powers, and such distinctive designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issuance of such class or series and as may be permitted by the Law, including, without limitation, the authority to provide that any such class or series may be (a) subject to redemption at such time or times and at such price or prices; (b) entitled to receive dividends (which may be cumulative or non-cumulative) at such rates, on such conditions, and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or any other series; (c) entitled to such rights upon the dissolution of, or upon any distribution of the assets of, the Bank; or (d) convertible into, or exchangeable or exercisable for, shares of any other class or classes of stock, or of any other series of the same or any other class or classes of stock, of the Bank at such price or prices or at such rates of exchange and with such adjustments; all as may be stated in such resolution or resolutions.

4.3 Dividends upon the capital stock of the Bank shall be payable only when, as and if declared by the Board of Directors from funds lawfully available therefor, which funds shall include, without limitation, the Bank's capital surplus. Dividends upon shares of any class or series of the capital stock of the Bank may be paid in cash, property or shares of any class or series of the capital stock of the Bank, as may be determined by resolution or resolutions of the Board of Directors. The foregoing notwithstanding, nothing herein shall be deemed to permit or authorize any payment or benefit that is in violation of any applicable regulatory requirements, including but not limited to, 12 CFR Part 359, or any payment or benefit relating to the imposition of penalties by the Alabama Banking Department under the Alabama Banking Code and related regulations.

ARTICLE V

CERTAIN APPROVALS

5.1 Notwithstanding anything to the contrary in these Articles of Incorporation or the Bylaws of the Bank, as amended or restated from time to time (the "*Bylaws*"), prior to the completion of a Qualifying IPO, the Bank shall not, and shall not permit any of its subsidiaries to, directly or indirectly, take any of the following actions without the receipt of both (x) the affirmative vote or written consent (if permitted) of at least a majority of the entire Board of Directors and (y) the prior affirmative vote or written consent (if permitted) of the holders of Voting Securities representing at least fifty-one percent (51%) of the voting power of the outstanding Voting Securities (and, in the case of actions taken under Section 5.1(d) below, with the additional approval of the Alabama State Banking Department):

- (a) enter into any transaction or series of transactions involving a merger, consolidation, recapitalization or other business combination involving the Bank or any of its subsidiaries;
- (b) declare bankruptcy, dissolve, voluntarily liquidate or wind-up;
- (c) participate in the Troubled Asset Relief Program (TARP), the Capital Purchase Program (CPP) or the small business lending program, or any similar government program;
- (d) amend these Articles of Incorporation or the Bylaws in any manner;

(e) subject to the rights of the parties to the Registration Rights Agreement, initiate any registered public offering of Bank Securities or Subsidiary Securities;

(f) agree or otherwise enter into binding commitments to take any actions set forth above.

5.2 The following terms, as used in this Article V, have the following meanings:

(a) "**Bank Securities**" means (i) the Common Stock, (ii) securities convertible into or exercisable or exchangeable for Common Stock, (iii) any other equity or equity-linked security issued by the Bank, including any preferred stock issued by the Bank, and (iv) options, warrants or other rights to acquire Common Stock or any other equity or equity-linked security issued by the Bank, including any preferred stock issued by the Bank.

(b) "**Qualifying IPO**" shall mean a firm commitment underwritten public offering of shares of Common Stock for cash pursuant to a registration statement or registration statements (other than on Form S-4, S-8 or a comparable form) under the Securities Act (i) pursuant to which there is established a listing on a national securities exchange for the Common Stock, and (ii) with aggregate proceeds (net of any underwriting discount or other underwriting fees, commissions or expenses) of at least one hundred million U.S. dollars (\$100,000,000).

(c) "**Registration Rights Agreement**" means the Registration Rights Agreement, among the Bank and the shareholders of the Bank, as it may be amended from time to time.

(d) "**Securities Act**" means the Securities Act of 1933, as amended.

(e) "**Subsidiary Securities**" means any shares of capital stock or equity securities of any subsidiary of the Bank, any options, warrants or other rights to acquire any shares of capital stock or equity securities of any subsidiary of the Bank and any other securities convertible into or exercisable or exchangeable for (or entitling the holder thereof to subscribe for) any shares of capital stock or equity securities of any subsidiary of the Bank.

(f) "**Voting Securities**" shall mean shares of Common Stock and any other securities of the Bank entitled to vote together with the Common Stock as a single class on all matters with respect to which the Common Stock is entitled to vote (whether owned as of the date hereof or hereafter acquired).

ARTICLE VI

SPECIAL PROVISIONS

6.1 The Bank may from time to time enter into any agreement to which all, or less than all, holders of record of the issued and outstanding shares of the Bank's capital stock, other securities or evidences of indebtedness are parties, restricting the transfer or registration of transfer of any or all shares of the Bank's capital stock, upon such terms and conditions as may be approved by resolution or resolutions adopted by the Bank's Board of Directors. Without limiting the foregoing, written restrictions on the transfer (global or otherwise) or registration of transfer of the Bank's capital stock, securities or evidences of indebtedness or any interest therein imposed by the Bank shall be noted conspicuously on the security or evidence of indebtedness.

6.2 Special meetings of shareholders for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called either by the Chairman, the President, any Vice President, the Secretary or any Assistant Secretary, and shall be called by any such officer at the request in writing of (a) the Board of Directors, (b) a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority include the power to call such meetings, (c) any director of the Bank, or (d) shareholders of the Bank owning an aggregate of twenty percent (20%) or more of the then outstanding voting securities of the Bank. Such request shall state the purpose or purposes of the proposed meeting. At a special meeting of shareholders, only such business shall be conducted as shall be specified in the notice of the meeting (or any supplement thereto).

6.3 A director shall not be held personally liable to the Bank or its shareholders for monetary damages for any action taken, or any failure to take any action as a director, except this provision shall not eliminate the liability of a director for (a) the amount of a financial benefit received by a director to which he or she is not entitled; (b) an intentional infliction of harm on the Bank or the shareholders; (c) a violation of the Law; (d) a breach of a director's duty of loyalty to the Bank or its shareholders; or (e) an assessment or penalty made pursuant to the Alabama Banking Code. It is intended that the directors of the Bank be protected from personal liability to the fullest extent permitted by the Law as it now or hereafter exists. If at any time in the future the Law is modified to permit further or additional limitations on the extent to which directors may be held personally liable to the Bank, the protection afforded by this Section 6.3 shall automatically be expanded to afford the maximum protection permitted under such law. Any repeal or modification of this Section 6.3 by the shareholders of the Bank shall be prospective only, and shall not diminish the rights, or expand the personal liability, of a director of the Bank with respect to any act or omission occurring prior to the time of such repeal or modification.

6.4 The power to alter, amend or repeal the Bylaws or adopt new bylaws shall be vested in the Board of Directors and the shareholders, which power may be exercised in the manner and to the extent provided in these Articles of Incorporation. The Bylaws may contain any provisions for the regulation of the business and for the conduct of the affairs of the Bank, the directors and shareholders not inconsistent with the Law or these Articles of Incorporation.

6.5 Any action required or permitted to be taken at any annual or special meeting of shareholders of the Bank may be taken without a meeting, without prior written notice and without a vote, if consent or consents in writing, setting forth the action so taken, shall be signed by each of the holders of outstanding shares entitled to vote thereon shall be delivered to the Bank by delivery to its registered office in the State of Alabama, its principal place of business, or an officer or agent of the Bank having custody of the book in which proceedings of meetings of the shareholders are recorded. Delivery made to the Bank's registered office shall be by hand or by certified or registered mail, return receipt requested. Every written consent shall bear the date of signature of each shareholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the manner required by this Section 6.5 to the Bank, written consents signed by all of the holders of outstanding shares entitled to vote are delivered to the Bank by delivery to its registered office in the State of Alabama, its principal place of business, or an officer or agent of the Bank having custody of the book in which proceedings of meetings of the shareholders are recorded. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire writing.

ARTICLE VII

REGISTERED OFFICE AND REGISTERED AGENT

7.1 (a) The location and mailing address of the initial registered office of the Bank was 1819 5th Avenue North, Suite 1100, Birmingham, Alabama 35203.

(b) The initial registered agent at such address shall be Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P., attention Michael D. Waters, Esq.

7.2 (a) The location and mailing address of the registered office of the Bank is 150 South Perry Street, Montgomery, Alabama 36104.

(b) The registered agent at such address is Capitol Corporate Services, Inc.

ARTICLE VIII

BOARD OF DIRECTORS

8.1 (a) The number of directors constituting the initial Board of Directors was one (1).

(b) The name and address of the initial director was:

<u>Director</u>	<u>Address</u>
M.J. Gillfillan	153 Lagunitas Road Post Office Box 1452 Ross, California 94957

8.2 The number of directors of the Bank shall be fixed from time to time in the manner provided in the Bylaws, or, in the absence of such a bylaw, the number of directors shall be the same as the number comprising the initial Board of Directors. The number of directors may be increased or decreased from time to time by amendment of the Bylaws or in the manner provided for therein; provided, that the Board of Directors shall consist of not less than one (1) natural person, and that no decrease shall have the effect of shortening the term of any incumbent director.

8.3 Except in the event of vacancies, which shall be filled in accordance with the Bylaws, directors shall be elected by a plurality of the votes cast at each annual meeting of the shareholders.

8.4 Each director of the Bank shall hold office until the next annual meeting of shareholders, and until such director's successor is duly elected and qualified or until such director's earlier death, resignation or removal. A director elected to fill a vacancy shall be elected to serve until the next annual meeting of shareholders. Except as otherwise required by applicable law, these Articles of Incorporation or the Bylaws, and subject to the rights, if any, of the shareholders pursuant to the Shareholders' Agreement among the Bank and the shareholders of the Bank (as may be amended from time to time), or the holders of preferred stock then outstanding, any director or the entire Board of Directors may be removed from office at any time, with or without cause, by the shareholders.

8.5 At least seventy-five percent (75%) or more of the directors shall be citizens of the United States and at least fifty-one percent (51%) of the directors of the Bank shall be residents of the State of Alabama, unless any such requirement is waived by the Superintendent of the Alabama State

Banking Department. Each director shall be the owner and holder of shares of the capital stock of the Bank or its parent holding company, if such is the case, having such a minimum par value or such minimum requirement for directors' qualifying shares as may be permitted by applicable statute or by the Alabama State Banking Department by regulation or order, and each director shall hold such shares in his or her name, unpledged in any way except by statutory lien which might attach in favor of the Bank.

8.6 The names and addresses of the persons who shall hereafter serve as directors in accordance with the above until successors be elected and qualify are:

<u>Director</u>	<u>Address</u>
Michael J. Gillfillan	153 Lagunitas Road Post Office Box 1452 Ross, California 94957
Robert J. White	2971 Club Drive Los Angeles, California 90064
Danny M. David	2133 Red Bank Road SE Decatur, Alabama 35603
Michael Harmon	333 South Grand Ave., 28th Floor Los Angeles, CA 90071
Christopher Doody	20 Horseneck Lane Greenwich, CT 06830-6327
Curtis Glovier	1345 Avenue of the Americas, 46th Floor New York, New York 10105
William Spiegel	60 East 42nd Street, 50th Floor New York, New York 10165

ARTICLE IX

INDEMNIFICATION

9.1 (a) The Bank shall indemnify its directors and officers and any other persons serving at the request of the Bank as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise (each, an "*Indemnified Person*") against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Indemnified Person in connection with any pending or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, with respect to which such Indemnified Person is a party, or is threatened to be made a party, to the fullest extent authorized or permitted by law, including but not limited to the indemnification provided in Sections 10A-2-8.50 through 10A-2-8.58 of the Law, as now or hereafter in effect, and such right to indemnification shall continue as to a person who has ceased to be a director or officer of the Bank or, at the request of the Bank, a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise and shall inure to the benefit of his or her heirs, executors, administrators and personal and legal representatives; provided, that except for proceedings to enforce rights to indemnification, the Bank shall not be obligated to indemnify any Indemnified Person

(or his or her heirs, executors, administrators or personal or legal representatives) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented by the Board of Directors. The right to indemnification conferred by this Article IX shall include the right to be paid by the Bank the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition upon receipt by the Bank of an undertaking by or on behalf of the Indemnified Person to repay the amount advanced if it shall be affirmatively determined that such Indemnified person is not entitled to be indemnified by the Bank under this Article IX. For the avoidance of doubt, no director or officer shall have any right to indemnification from the Bank for any claim, action, suit or proceeding that arose: (A) prior to the effective date of the original Articles of Incorporation; or (B) as a result of the acts or omissions of such director or officer in connection with any previous employment or consulting agreement or arrangement with any person or entity other than the Bank.

(b) The Bank may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Bank similar to those conferred in this Article IX to Indemnified Persons.

9.2 The rights to indemnification and advancement of expenses conferred in this Article IX shall not be deemed exclusive of and shall be in addition to any other right which any Indemnified person may have or hereafter acquired under any statute, rule of law, provision of these Articles of Incorporation or the Bylaws, agreement, vote of shareholders or disinterested directors, or otherwise.

9.3 The Bank shall purchase and maintain insurance or furnish similar protection (including but not limited to trust funds, self insurance reserves, or the like) on behalf of any Indemnified Person against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Bank would have the power to indemnify him against such liability under the provisions of this Article IX or under Sections 10A-2-8.50 through 10A-2-8.58 of the Law, as such Sections 10A-2-8.50 through 10A-2-8.58 or such Law now or may hereafter exist.

9.4 The Bank shall indemnify any "institution-affiliated party," as defined in 12 U.S.C. Section 1813(u), for expenses (including reasonable attorneys' fees) incurred in connection with any administrative proceeding for civil action initiated by any federal banking agency. Such indemnification shall be reasonable and consistent with the requirements of 12 U.S.C. Section 1828(k). Nothing in this Article shall be deemed to permit or authorize any payment or benefit that is in violation of any applicable regulatory requirements, including, but not limited to, 12 U.S.C. Section 1828(k) and 12 CFR Part 359, or any payment or benefit relating to the imposition of penalties by the Alabama Banking Department under the Alabama Banking Code and related regulations.

9.5 The Bank hereby acknowledges that an Indemnified Person may have certain rights to indemnification, advancement of expenses and/or insurance provided by a third party as to which the Indemnified Person serves as a director, officer or employee other than the Bank (collectively, the "**Secondary Indemnitors**"). The Bank hereby agrees (a) that it is the indemnitor of first resort (i.e., its obligations to such Indemnified Person are primary and any obligation of the Secondary Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Indemnified Person is secondary), (b) that it shall be required to advance the full amount of expenses incurred by such Indemnified Person and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of these Articles of Incorporation or the Bylaws (or any other agreement between the Bank and such Indemnified Person), without regard to any rights such Indemnified Person may have against the Secondary Indemnitors, and (c) that it irrevocably waives, relinquishes and releases the Secondary Indemnitors from any and all claims against the Secondary Indemnitors for contribution, subrogation or

any other recovery of any kind in respect thereof. The Bank further agrees that no advancement or payment by the Secondary Indemnitors on behalf of such Indemnified Person with respect to any claim for which such Indemnified Person has sought indemnification from the Bank shall affect the foregoing and the Secondary Indemnitors shall be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Indemnified Person against the Bank.

9.6 The rights afforded to an Indemnified Person under this Article IX shall be deemed vested and irrevocable at the time of the occurrence of the event or events giving rise, in whole or in part, to any claim against such Indemnified Person. If at any time subsequent to the occurrence of such event or events this Article IX is repealed, modified or amended to diminish such rights, such repeal, modification or amendment shall apply only prospectively and shall not impact any rights which have vested as provided herein prior to such repeal, modification or amendment.

ARTICLE X

PREEMPTIVE RIGHTS

10.1 Without limiting any contractual rights that may exist from time to time, no shareholder of the Bank shall be entitled as such, as a matter of right, to subscribe for or purchase his, her or its proportion of the issuance of any class of shares of capital stock of the Bank, including treasury shares, according to the proportion of his, her or its holdings of such class of shares.

ARTICLE XI

INCORPORATOR

11.1 The name and address of the incorporator is:


<u>Name</u>	<u>Address</u>
Michael D. Waters, Esq.	1819 5th Avenue North Suite 1100 Birmingham, Alabama 35203

Notwithstanding anything to the contrary herein contained, the undersigned shall be deemed "incorporators" of the Bank for purposes of Chapter 5A of Title 5 of the Code of Alabama (1975).

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned, being the directors of the Bank, do hereby certify in accordance with Sections 10A-2-10.06 and 10A-2-10.07 of the Law, as the same may be amended from time to time, that the amendments contained in these Amended and Restated Articles of Incorporation did not require shareholder approval, and were approved by the Board of Directors of the Bank.

DATED this the _____ day of April, 2011.



Michael J. Gillfillan, Director



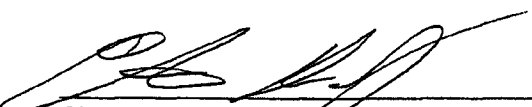
Danny M. David, Director



Robert J. White, Director



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William Spiegel, Director