

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	03/31/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RPM INVESTMENTS, INC.		03/30/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Opus Bank		
Street Address:	19900 MacArthur Blvd, 12th Floor		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	State-Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86532105	RPM INVESTMENTS INC	
CORRESPONDENCE DATA			
Fax Number:	2029555564		
<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:	2024695163		
Email:	dan.neustadt@hkllaw.com		
Correspondent Name:	Daniel C. Neustadt		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	800 17th Street NW, Suite 1100		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	144928.00001		
NAME OF SUBMITTER:	Daniel C. Neustadt		
SIGNATURE:	/Daniel C. Neustadt/		
DATE SIGNED:	11/04/2015		
Total Attachments: 9			
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FILED *JM*
Secretary of State *DJJ*
State of California

MAR 30 2015

EFFECTIVE
DATE

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MAR 31 2015

AGREEMENT OF MERGER

Agreement of Merger, dated as of March 30, 2015 ("Agreement of Merger"), by and between RPM Investments Inc. ("RPM") and Opus Bank ("Opus").

WITNESSETH:

WHEREAS, RPM is a California corporation having its principal place of business in Los Angeles, California; and

WHEREAS, Opus is a California-chartered bank having its principal place of business in Irvine, California; and

WHEREAS, Opus, RPM, Commerce Escrow Company ("CEC"), Force Financial Corp. (solely for a limited purpose set forth therein), and the stockholders of each of RPM and CEC (the "Stockholders") have entered into an Agreement and Plan of Reorganization, dated as of January 21, 2015 (the "Agreement"), pursuant to which, in relevant part, RPM will merge with and into Opus, with Opus as the surviving institution (the "Merger"); and

WHEREAS, the Boards of Directors of RPM and Opus, and the Stockholders of RPM, have approved and deemed it advisable to consummate the Merger on the terms and conditions herein provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **The Merger.** Subject to the terms and conditions of this Agreement of Merger, at the Effective Time (as defined in Section 15 below), RPM shall merge with and into Opus under the laws of the State of California. Opus shall be the surviving corporation of the Merger (the "Continuing Bank") and the separate existence of RPM shall cease.

2. **Articles of Incorporation and Bylaws.** The Articles of Incorporation, as amended, and the Amended and Restated Bylaws of Opus in effect immediately prior to the Effective Time shall be the governing documents of the Continuing Bank, until altered, amended or repealed in accordance with their terms and applicable law.

3. **Name; Offices.** The name of the Continuing Bank shall be "Opus Bank." The main office of the Continuing Bank shall be the main office of Opus immediately prior to the Effective Time. All offices of RPM and Opus which were in lawful operation immediately prior to the Effective Time shall continue to be the offices of the Continuing Bank upon consummation of the Merger.

4. **Directors and Executive Officers.** The directors and executive officers of the Continuing Bank immediately after the Merger shall be the directors and executive officers of Opus immediately prior to the Merger.

5. **Effects of the Merger.** At the Effective Time, the effect of the Merger shall be as provided in the General Corporation Law of the State of California. Without limiting the generality of the foregoing and subject thereto, at the Effective Time:

(a) all rights, franchises and interests of RPM in and to every type of property (real, personal and mixed), tangible and intangible, and choses in action shall be transferred to and vested in the Continuing Bank by virtue of the Merger without any deed or other transfer, and the Continuing Bank, without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, including appointments, designations and nominations, and all other rights and interests as trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, assignee, receiver and committee, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises and interest were held or enjoyed by RPM immediately prior to the Effective Time; and

(b) the Continuing Bank shall be liable for all liabilities of RPM, fixed or contingent, including all deposits, accounts, debts, obligations and contracts thereof, matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records thereof, and all rights of creditors or obligees and all liens on property of RPM shall be preserved unimpaired; after the Effective Time, the Continuing Bank will continue to issue savings accounts on the same basis as immediately prior to the Effective Time.

6. **Effect on Shares of Stock.**

(a) RPM. As of the Effective Time, each share of RPM common stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and converted into the right to receive \$306.67 in cash, without interest, or 10.02 shares of Opus common stock.

(b) Opus. Each share of Opus's common stock issued and outstanding immediately prior to the Effective Time shall be unchanged and shall remain issued and outstanding.

7. **Counterparts.** This Agreement of Merger may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one agreement.

8. **Governing Law.** This Agreement of Merger shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the State of California.

9. **Amendment.** Subject to applicable law, this Agreement of Merger may be amended, modified or supplemented only by written agreement of Opus and RPM at any time prior to the Effective Time.

10. **Waiver.** Any of the terms or conditions of this Agreement of Merger may be waived at any time by whichever of the parties hereto is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such waiving party.

11. **Assignment.** This Agreement of Merger may not be assigned by any party hereto without the prior written consent of the other party.

12. **Termination.** This Agreement of Merger shall terminate upon the termination of the Agreement prior to the Effective Time in accordance with its terms. The Agreement of Merger may also be terminated at any time prior to the Effective Time by an instrument executed by RPM and Opus.

13. **Conditions Precedent.** The obligations of the parties under this Agreement of Merger shall be subject to the satisfaction or waiver at or prior to the closing of the Merger of all of the conditions to the Merger set forth herein and in the Agreement.

14. **Procurement of Approvals.** RPM and Opus shall use reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement of Merger, subject to and in accordance with the applicable provisions of the Agreement, including without limitation the preparation and submission of such applications or other filings for approval of the Merger to the governmental authorities as may be required by applicable laws and regulations.


15. **Effectiveness of Merger.** The Merger shall become effective on March 31, 2015 (the "Effective Time").

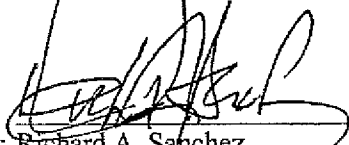
16. **Entire Agreement.** Except as otherwise set forth in this Agreement of Merger and the Agreement, the Agreement and this Agreement of Merger (including the documents and the instruments referred to herein) constitute the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. To the extent of a conflict between the terms of the Agreement and the terms of this Agreement of Merger, the terms of the Agreement shall control.

[Signature page follows]

IN WITNESS WHEREOF, each of Opus and RPM has caused this Agreement of Merger to be executed on its behalf by its duly authorized officers.

OPUS BANK

By: 
Name: Stephen H. Gordon
Title: Chairman, Chief Executive Officer and President

By: 
Name: Richard A. Sanchez
Title: Executive Vice President,
Chief Risk Officer,
Chief Administrative Officer
and Corporate Secretary

RPM INVESTMENTS, INC.

By: _____
Name: Mark R. Minsky
Title: President

By: _____
Name: Danielle Graf Kitzes
Title: Vice President and Secretary

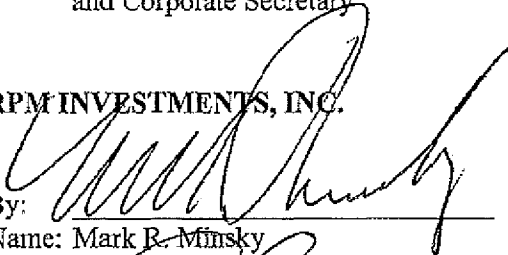
IN WITNESS WHEREOF, each of Opus and RPM has caused this Agreement of Merger to be executed on its behalf by its duly authorized officers.

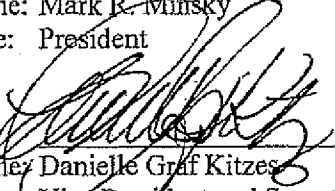
OPUS BANK

By: _____
Name: Stephen H. Gordon
Title: Chairman, Chief Executive Officer and President

By: _____
Name: Richard A. Sanchez
Title: Executive Vice President,
Chief Risk Officer,
Chief Administrative Officer
and Corporate Secretary

RPM INVESTMENTS, INC.

By: 
Name: Mark R. Minsky
Title: President

By: 
Name: Danielle Graf Kitzes
Title: Vice President and Secretary

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Stephen H. Gordon and Richard A. Sanchez state and certify that:

1. They are the Chairman, Chief Executive Officer and President, and the Executive Vice President, Chief Risk Officer, Chief Administrative Officer and Corporate Secretary, respectively, of Opus Bank, a California-chartered commercial bank ("Opus").

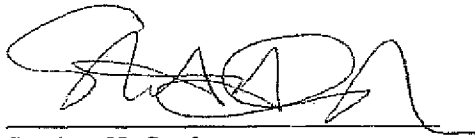
2. The Agreement of Merger attached hereto, by and between Opus and RPM Investments Inc., a California corporation ("RPM"), pursuant to which RPM will merge with and into Opus (the "Merger"), with Opus as the surviving institution, was entitled to be and was approved alone by the Board of Directors of Opus under the provisions of Section 1201 of the California Corporations Code.

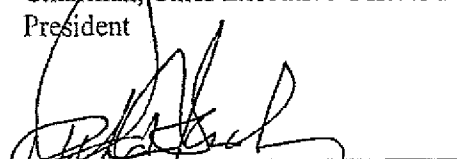
3. No vote of the stockholders of Opus was required in connection with the issuance of shares of Opus common stock to the stockholders of RPM as partial consideration upon consummation of the Merger.

Signatures appear on the following page.

On the date set forth below, in the City of Irvine in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true to his own knowledge.

Signed on March 30, 2015.

By: 
Name: Stephen H. Gordon
Title: Chairman, Chief Executive Officer and
President

By: 
Name: Richard A. Sanchez
Title: Executive Vice President,
Chief Risk Officer,
Chief Administrative Officer
and Corporate Secretary

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

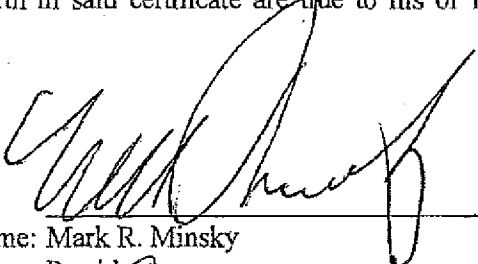
Mark R. Minsky, Robert T. Minsky and Danielle Graf Kitzetz state and certify that:

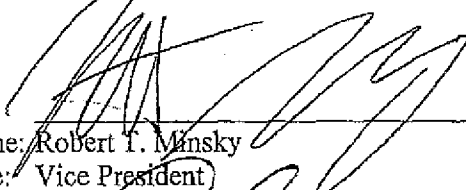
1. They are the President, Vice President and Vice President and Secretary, respectively, of RPM Investments Inc., a California corporation ("RPM").
2. The Agreement of Merger attached hereto, by and between RPM and Opus Bank, a California-chartered commercial bank ("Opus"), pursuant to which RPM will merge with and into Opus (the "Merger"), with Opus as the surviving institution, was duly approved by the Board of Directors and the stockholders of RPM.
3. The stockholder approval was by the holders of 100% of the outstanding shares of RPM.
4. There is only one class of shares of RPM and the number of shares outstanding and entitled to approve the Merger is Thirty Thousand (30,000) shares.

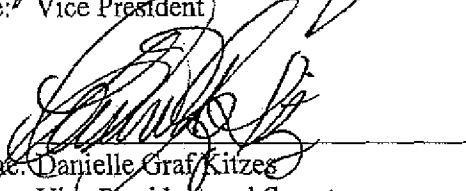
Signature appears on the following page.

On the date set forth below, in the City of Los Angeles in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he or she signed the foregoing certificate in the official capacity set forth beneath his or her signature, and that the statements set forth in said certificate are true to his or her own knowledge.

Signed on March 30, 2015.

By: 
Name: Mark R. Minsky
Title: President

By: 
Name: Robert I. Minsky
Title: Vice President

By: 
Name: Danielle Graf Kitzes
Title: Vice President and Secretary