

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM375825

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME		
<b>EFFECTIVE DATE:</b>	06/27/2013		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Beach Business Bank		06/27/2013	Corporation: CALIFORNIA
<b>NEWLY MERGED ENTITY DATA</b>			
<b>Name</b>	<b>Execution Date</b>	<b>Entity Type</b>	
The Private Bank of California	06/27/2013	Chartered Bank: CALIFORNIA	
<b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>			
<b>Name:</b>	The Private Bank of California		
<b>Street Address:</b>	18500 Von Karman Avenue		
<b>Internal Address:</b>	Suite 1100		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92612		
<b>Entity Type:</b>	Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3798538	THE DOCTORS BANK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154343947		
<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>			
<b>Phone:</b>	415 774 2953		
<b>Email:</b>	mkahn@sheppardmullin.com, pmarquez@sheppardmullin.com		
<b>Correspondent Name:</b>	Michelle D. Kahn, Sheppard Mullin		
<b>Address Line 1:</b>	Four Embarcadero Center, 17th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	49AT-229178		
<b>NAME OF SUBMITTER:</b>	Michelle D. Kahn		
<b>SIGNATURE:</b>	/MDK/		

CH \$40.00 3798538

<b>DATE SIGNED:</b>	03/07/2016
<b>Total Attachments: 8</b> source=Beach Business Bank Merger#page1.tif source=Beach Business Bank Merger#page2.tif source=Beach Business Bank Merger#page3.tif source=Beach Business Bank Merger#page4.tif source=Beach Business Bank Merger#page5.tif source=Beach Business Bank Merger#page6.tif source=Beach Business Bank Merger#page7.tif source=Beach Business Bank Merger#page8.tif	

2609900(SWU)

FILED  
Secretary of State  
State of California

JUL 01 2013

TONY LEHTONEN  
Senior Counsel

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER, dated as of June 27, 2013, (this "Merger Agreement"), is made and entered into by and between Beach Business Bank, a California state-chartered bank ("Surviving Corporation") and The Private Bank of California, a California state-chartered bank ("Disappearing Corporation").

WITNESSETH:

WHEREAS, the Boards of Directors of Surviving Corporation and Disappearing Corporation have approved, and deem it advisable and in the best interests of Surviving Corporation, Disappearing Corporation and their respective shareholders, that Surviving Corporation and Disappearing Corporation consummate the business transaction provided for herein in which Disappearing Corporation would merge with and into Surviving Corporation (the "Merger").

WHEREAS, First PacTrust Bancorp, Inc. (the holding company of Surviving Corporation) ("Parent"), Surviving Corporation and Disappearing Corporation are parties to an Agreement and Plan of Merger, dated August 21, 2012 (as it may be amended from time to time, the "August 21 Agreement") which calls for the consummation of the Merger;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained in this Merger Agreement, the parties to this Merger Agreement hereby agree that Disappearing Corporation shall be merged with and into Surviving Corporation in accordance with the provisions of the laws of the State of California and upon the terms and subject to the conditions set forth in this Merger Agreement:

**Section 1. The Merger.**

**1.1 Effective Time.** As provided in Financial Code section 4887, after the Commissioner has endorsed his approval on the Merger Agreement, the Merger Agreement shall be filed with the Secretary of State of the State of California. After the Merger Agreement has been filed with the Secretary of State of the State of California, a copy of the Merger Agreement certified by the Secretary of State shall be filed with the Commissioner, and at that time the Merger shall be effective for all purposes (the "Effective Time").

**1.2 Effect of the Merger.** At the Effective Time, Disappearing Corporation shall be merged with and into Surviving Corporation and the separate corporate existence of Disappearing Corporation shall cease. Surviving Corporation shall be the surviving corporation in the Merger. It shall thereupon succeed, without other transfer, to all rights and properties of, and shall be subject to all the debts and liabilities of, Disappearing Corporation and the separate existence of Surviving Corporation as a California state-chartered financial institution, with all its purposes, objects, rights, powers, privileges and franchises, shall continue unaffected and unimpaired by the Merger.

**1.3 Name of Surviving Corporation.** The name of Surviving Corporation shall become "The Private Bank of California."

**1.4 Further Action.** The Disappearing Corporation shall execute and deliver any documents and instruments and take all action, as requested by the Surviving Corporation, necessary or desirable to evidence or carry out the Merger.

## **Section 2. Corporate Governance Matters.**

**2.1 Articles.** From and after the Effective Time and until thereafter amended as provided by law, the Articles of Surviving Corporation as in effect immediately prior to the Effective Time shall be the Articles of the Surviving Corporation until the same may be amended as provided by law, except that ARTICLE I of the Articles shall be amended to read as follows:

The name of the Corporation is "The Private Bank of California." ←

## **Section 3. Conversion of Shares.**

**3.1 Shares of Common Stock of Disappearing Corporation.** At the Effective Time, by virtue of the Merger, and without any action on the part of shareholders of the common stock of Disappearing Corporation ("**Disappearing Corporation Common Stock**"), each share of Disappearing Corporation Common Stock issued and outstanding immediately prior to the Effective Time, other than the Cancelled Shares, as described below, shall be converted into the right to receive a pro rata portion of (a) 2,083,333 shares of the common stock of Parent and (b) \$24,887,513 of cash, subject to certain adjustments, as set forth in the Section 1.7 of the August 21 Agreement. From and after the Effective Date, the holders of certificates formerly representing shares of Disappearing Corporation shall cease to have any rights with respect thereto other than the rights provided herein and any dissenters' rights they have perfected pursuant to Chapter 13 of the General Corporation Law of the State of California.

**3.2 Shares of Preferred Stock of Disappearing Corporation.** At the Effective Time, by virtue of the Merger, and without any action on the part of shareholders of the Non-Cumulative Perpetual Preferred Stock, Series C, stated liquidation amount \$1,000 per share, of the Disappearing Corporation (the "**Disappearing Corporation Preferred Stock**"), each share of Disappearing Corporation Preferred Stock issued and outstanding immediately prior to the Effective Time (other than the Cancelled Shares) shall be converted into the right to receive one share of preferred stock, par value \$0.01 per share, of Parent to be designated, prior to the Effective Time, as Non-Cumulative Perpetual Preferred Stock, Series B, stated liquidation amount \$1,000 per share, as set forth in Section 1.7(d) of the August 21 Agreement.

**3.3 "Cancelled Shares"** shall mean shares of Disappearing Corporation Common Stock or Disappearing Corporation Preferred Stock that are owned directly by Parent, Disappearing Corporation or Surviving Corporation (other than (a) shares held in trust accounts, managed accounts and the like, or otherwise held in a fiduciary or agency capacity, that are beneficially owned by third parties and (b) shares held, directly or indirectly, by Parent or Surviving Corporation in respect of a debt previously contracted). All Cancelled Shares shall be cancelled without consideration at the Effective Time.

**3.4 Shares of Surviving Corporation.** The shares of Surviving Corporation common stock issued and outstanding immediately prior to the Effective Time shall remain outstanding, shall be unchanged after the Merger.

#### **Section 4. Termination and Amendment.**

**4.1 Termination.** Notwithstanding the approval of this Merger Agreement by the shareholders of Disappearing Corporation or Surviving Corporation, this Merger Agreement shall terminate forthwith prior to the Effective Time in the event the August 21 Agreement is terminated as provided in Article VIII thereof. This Merger Agreement may also be terminated by mutual written consent of the parties hereto.

**4.2 Amendment.** This Merger Agreement may be amended by Surviving Corporation and Disappearing Corporation at any time prior to the Effective Time without the approval of the shareholders of Disappearing Corporation or Surviving Corporation with respect to any of its terms, except any change in its principal terms or as may otherwise be required by law. This Merger Agreement may not be amended, except by an instrument in writing signed on behalf of each of the parties hereto.

**4.3 Governing Law.** This Merger Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to any applicable conflicts of law, except to the extent federal law may be applicable.

**4.4 Successors and Assigns.** This Merger Agreement is binding upon, and is for the benefit of, the parties hereto and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any rights or obligations hereunder may be assigned by any party hereto to any other person without the prior consent in writing of the other party hereto.

**4.5 Counterparts.** This Merger Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all of which shall be deemed but one and the same instrument.

*[Continued and to be signed on following page]*

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

BEACH BUSINESS BANK

By: 

Robert M. Franko, President

By: 

Richard A. Herrin, Secretary

THE PRIVATE BANK OF CALIFORNIA

By: \_\_\_\_\_

R. Todd Neilson, Chairman of the Board

By: \_\_\_\_\_

Joyce N. Kaneda, Secretary

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

BEACH BUSINESS BANK

By: \_\_\_\_\_

Robert M. Franko, President

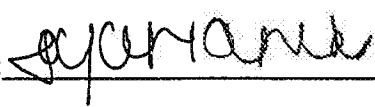
By: \_\_\_\_\_

Richard A. Herrin, Secretary

THE PRIVATE BANK OF CALIFORNIA

By:  \_\_\_\_\_

R. Todd Neilson, Chairman of the Board

By:  \_\_\_\_\_

Joyce N. Kaneda, Secretary

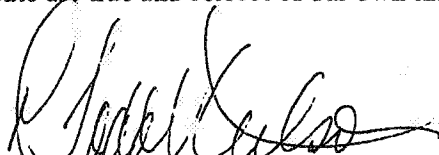
THE PRIVATE BANK OF CALIFORNIA

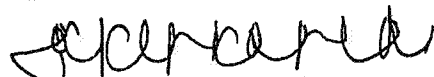
R. Todd Neilson and Joyce N. Kaneda hereby certify that:

1. They are the Chairman of the Board and Secretary, respectively, of The Private Bank of California, a banking corporation organized under the laws of the State of California.
2. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the Board of Directors and the common and preferred shareholders of the Corporation.
3. The Corporation is authorized to issue two classes of shares: common stock and preferred stock. The total number of outstanding shares of common stock is 3,872,801 and the total number of outstanding shares of preferred stock is 10,000.
4. The common shareholder approval and the preferred shareholder approval equaled or exceeded the vote required. The percentage vote required in each case was a majority of the outstanding shares.

The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATED: 7/1, 2013

  
\_\_\_\_\_  
R. Todd Neilson, Chairman of the Board

  
\_\_\_\_\_  
Joyce N. Kaneda, Secretary

*[Signature Page to PBOC Officers' Certificate]*



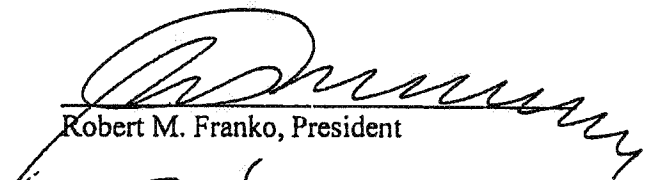
**BEACH BUSINESS BANK**  
**OFFICERS' CERTIFICATE**


Robert M. Franko and Richard A. Herrin hereby certify that:

1. They are the President and Secretary, respectively, of Beach Business Bank, a banking corporation organized under the laws of the State of California.
2. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the Board of Directors of the Corporation.
3. The Corporation has only one class of shares outstanding, and the total number of outstanding shares is 100.
4. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the sole shareholder of the Corporation.
5. No vote of the shares of the corporation's parent, First PacTrust Bancorp, Inc., was required to approve the Agreement of Merger.

The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATED: 6/27, 2013

  
Robert M. Franko, President

  
Richard A. Herrin, Secretary

**FILED EFFECTIVE**  
12:01 a.m. July 1, 2013  
**Department of Business Oversight**  
**Division of Financial Institutions**

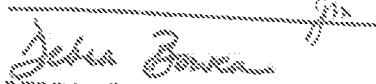
  
**TONY LEHTONEN**  
Senior Counsel



I hereby certify that the foregoing  
transcript of 1 page(s)  
is a full, true and correct copy of the  
original record in the custody of the  
California Secretary of State's office.

JUL -1 2013

Date: \_\_\_\_\_

  
DEBRA BOWEN, Secretary of State