

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	07/12/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Private Bank of California		07/12/2013	Chartered Bank: CALIFORNIA
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
Pacific Trust Bank	07/12/2013	Chartered Bank: CALIFORNIA	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	Banc of California		
Street Address:	18500 Von Karman Avenue		
Internal Address:	Suite 1100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3996305	BEACH BUSINESS BANK	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	415 774 2953		
Email:	mkahn@sheppardmullin.com, pmarquez@sheppardmullin.com		
Correspondent Name:	Michelle D. Kahn, Sheppard Mullin		
Address Line 1:	Four Embarcadero Center, 17th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Michelle D. Kahn		
SIGNATURE:	/MDK/		
DATE SIGNED:	02/16/2017		

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Total Attachments: 12

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Secretary of State
State of California

ARTICLES OF COMBINATION AND
PLAN OF MERGER

1cc OCT 25 2013

THESE ARTICLES OF COMBINATION AND PLAN OF MERGER, dated as of July 12, 2013 (this "Agreement"), are made and entered into between Pacific Trust Bank, fsb, ("PTB") and The Private Bank of California ("New PBOC").

WITNESSETH:

WHEREAS, PTB, a federally chartered stock savings bank duly organized and existing under the laws of the United States with its main office located at 18500 Von Karman Avenue, Suite 1100, Irvine, California, is a wholly owned subsidiary of First PacTrust Bancorp, Inc. (which is in the process of changing its name to Banc of California, Inc.) ("FPTB") and has authorized capital stock consisting of 25 million shares, comprised of 20 million shares of common stock with a par value of \$.01 per share, and 5 million shares of serial preferred stock of par value \$.01 per share.

WHEREAS, New PBOC, a corporation and state-chartered commercial bank organized under the laws of the State of California with its main office located at 10100 Santa Monica Boulevard, Suite 2500, Los Angeles, California, is a wholly owned subsidiary of FPTB and has authorized capital stock consisting of 20 million shares, comprised of 10,000,000 shares of common stock, no par value, and 10,00,000 shares of preferred stock no par value, of which 100 shares of common stock are issued and outstanding as of the date hereof.

WHEREAS, New PBOC, which was formerly known as Beach Business Bank ("BBB") changed its name upon consummation of an Agreement and Plan of Merger, dated August 21, 2012 with The Private Bank of California, a California chartered bank ("Original PBOC") pursuant to which PBOC merged with and into BBB on July 1, 2013 (referred to herein as the "July 1, 2013 Non-Affiliate Merger") with BBB continuing as the surviving bank in the merger, but under the new name "The Private Bank of California";

WHEREAS, PTB intends to convert from a federally chartered stock savings bank into a national association (the "Charter Conversion");

WHEREAS, as part of the Charter Conversion, PTB intends to change its name "Banc of California, National Association" and to adopt the articles of association, substantially in the form that will be approved by each of the Boards of Directors of PTB and New PBOC and afterwards will be attached hereto as Exhibit A (the "New Articles of Association");

WHEREAS, as part of the Charter Conversion, PTB intends to adopt the bylaws, substantially in the form that will be approved by each of the Boards of Directors of PTB and New PBOC and afterwards will be attached hereto as Exhibit B (the "New Association Bylaws");

WHEREAS, the respective boards of directors of PTB and New PBOC have determined that the merger of New PBOC with and into PTB (the "Merger") pursuant to this Agreement,

with PTB as the bank surviving the merger would be in the best interests of these entities, subject to the Non-Affiliate Merger being consummated and the Charter Conversion becoming effective;

WHEREAS, First PacTrust Bancorp, Inc. a registered bank holding company under the Bank Holding Company Act of 1956, as amended, and the sole holder of all of the issued and outstanding capital stock of each of PTB and New PBOC entitled to vote on Merger, has approved the Merger;

WHEREAS, the board of directors of PTB, acting pursuant to resolutions duly adopted pursuant to the authority given by, and in accordance with, 12 C.F.R. § 152.13 (and after the Charter Conversion occurs, acting in accordance with 12 U.S.C. § 215a) has approved this Agreement and authorized the execution hereof.

WHEREAS, the board of directors of New PBOC, acting pursuant to resolutions duly adopted pursuant to the authority given by, and in accordance with, Section 1101 of the California Corporations Code, have approved this Agreement and authorized the execution hereof.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

1 - THE MERGER

1.1 Merger; Surviving Bank

Subject to the terms and conditions of this Agreement, at the Effective Time (as hereinafter defined), New PBOC shall be merged with and into PTB, pursuant to the provisions of, and with the effect provided in, 12 U.S.C. § 215a, Section 4901 *et seq.* of the California Financial Code and Section 1100 *et seq.* of the California Corporations Code (said transaction, the "Merger"), and the corporate existence of New PBOC shall cease. PTB shall continue its corporate existence under the laws of the United States and shall be the bank surviving the Merger (the "Surviving Bank"). The parties hereto intend that the Merger qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and this Agreement shall be, and is hereby adopted as, a "plan of reorganization" for purposes of Sections 354 and 361 of the Code.

1.2 Name of Surviving Bank; Articles of Incorporation and By-laws

The name of the Surviving Bank shall be "Banc of California, National Association." From and after the Effective Time, the New Articles of Association of PTB in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Bank until thereafter amended in accordance with applicable law. From and after the Effective Time, the New Association Bylaws of PTB in effect immediately prior to the Effective Time shall be the by-laws of the Surviving Bank until thereafter amended in accordance with applicable law.

1.3 Effective Time of Merger

The Merger shall become effective upon the filing of a certificate of merger with the Secretary of State of the State of California pursuant to Section 1108(d) of the California Corporations Code and on such date specified by the Office of the Comptroller of the Currency (the "OCC"), which shall be a time and date agreed to by PTB and New PBOC, subject to the approval of the OCC. The date and time of such effectiveness is herein referred to as the "Effective Time."

1.4 Effect of Merger

All assets as they exist at the Effective Time shall pass to and vest in the Surviving Bank without any conveyance or other transfer. The Surviving Bank shall be responsible for all of the liabilities of every kind and description, including, but not limited to, liabilities arising from the operation of a trust department, of the merging institutions existing as of the Effective Time.

1.5 Business of Surviving Bank

The business of the Surviving Bank after the Effective Time shall be that of a national association and shall be conducted at its main office, which shall be located at 18500 Von Karman Avenue, Suite 1100, Irvine, California at all duly authorized and operating branches of PTB and New PBOC, together with their principal offices, which shall be operated as branches and offices of the Surviving Bank.

1.6 Board of Directors of Surviving Bank

At the Effective Time, the Board of Directors of the Surviving Bank shall be comprised of those persons serving as directors of PTB immediately prior to the Effective Time (each, a "Director"). Each such Director shall hold office until the next annual meeting of the stockholders of the Surviving Bank, unless sooner removed, resigned, disqualified or deceased, and until his or her successor has been elected and qualified.

2 - CAPITALIZATION AND CONVERSION OF SHARES

2.1 Conversion of Shares

At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, (a) each share of New PBOC common stock issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and shall be canceled and (b) the shares of PTB common stock issued and outstanding immediately prior to the Effective Time shall remain outstanding, shall be unchanged after the Merger and shall immediately after the Effective Time constitute all of the issued and outstanding capital stock of the Surviving Bank.

3 - CONDITIONS PRECEDENT

3.1 Conditions

The respective obligations of the parties to effect the Merger shall be subject to the satisfaction at or prior to the Effective Time of the following conditions:

(a) Charter Conversion. The Charter Conversion of PTB into a national association shall have taken effect, including the adoption of the New Articles of Association, substantially in the form attached hereto as Exhibit A and the adoption of the new name Bank of California, National Association.

(b) Regulatory Approvals. The parties shall have received all consents, approvals and permissions and the satisfaction of all of the requirements prescribed by law, including, but not limited to, (i) the consents, approvals and permissions of all regulatory authorities which are necessary to carry out the Merger described in this Agreement, and (ii) the consents, approvals and permissions of all regulatory authorities which are necessary to effect the Charter Conversion described in this Agreement.

(c) Core Processor. The timing of the core processing conversion related to the Affiliate Merger shall be satisfactory to each of PTB and New PBOC.

(d) No Injunction. There shall not be in effect any temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger.

4 - TERMINATION

4.1 Termination

This Agreement may be terminated by the mutual written consent of PTB and New PBOC. In addition, this Agreement will terminate upon the withdrawal of any regulatory application for the Charter Conversion. Finally, this Agreement will terminate if the timing of the core processing conversion related to the Affiliate Merger is not satisfactory to each of PTB and New PBOC as described in Section 3.1(d).

5 - MISCELLANEOUS

5.1 Representations and Warranties

Each of PTB and New PBOC represents and warrants that this Agreement has been duly authorized, executed and delivered by such party and constitutes a legal, valid and binding obligation of such party, enforceable against it in accordance with the terms hereof.

5.2 Further Assurances

If at any time the Surviving Bank shall consider or be advised that any further assignments, conveyances or assurances are necessary or desirable to vest, perfect or confirm in

the Surviving Bank title to any property or rights of New PBOC or otherwise carry out the provisions hereof, the proper officers and directors of New PBOC, until the Effective Time, and thereafter the officers and directors of the Surviving Entity, shall execute and deliver any and all proper assignments, conveyances and assurances, and do all things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Bank and otherwise carry out the provisions hereof.

5.3 Notices

All notices and other communications required or permitted to be given hereunder shall be sent to the party to whom it is to be given and be either delivered personally against receipt, by facsimile or other wire transmission, by registered or certified mail (postage prepaid, return receipt requested) or deposited with an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to PTB to:

Pacific Trust Bank
18500 Von Karman Avenue, Suite 1100,
Irvine, California
Attention: Robert M. Franko, President and CEO

(b) if to New PBOC to:

The Private Bank of California
18500 Von Karman Avenue, Suite 1100,
Irvine, California
Attention: Robert M. Franko, President and CEO

5.4 Amendment and Waiver

This Agreement may be amended or terminated by mutual consent of PTB and New PBOC at any time prior to the Effective Time.

5.5 Successors and Assigns

This Agreement is binding upon and is for the benefit of PTB and New PBOC 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.

5.6 Governing Law

This 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 to the Merger and the Charter Conversion.

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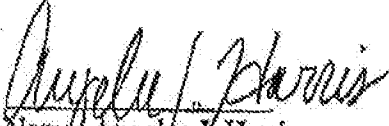
5.7 Counterparts


This 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.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers, all as of the date first set forth above.

ATTEST:


PACIFIC TRUST BANK, FSB

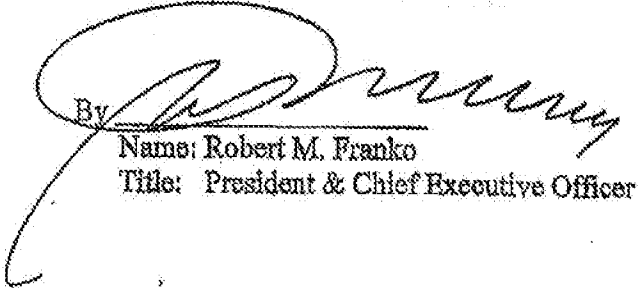

Name: Angeles J. Harris
Assistant Corporate Secretary

By 
Name: Robert M. Franko
Title: President & Chief Executive Officer

ATTEST:

PRIVATE BANK OF CALIFORNIA


Name: Angeles J. Harris
Corporate Secretary

By 
Name: Robert M. Franko
Title: President & Chief Executive Officer

THE PRIVATE BANK OF CALIFORNIA

OFFICER'S CERTIFICATE

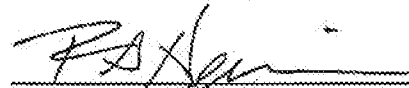
Steven A. Sugarman and Richard A. Herrin hereby certify that:

1. They are the Chairman of the Board of Directors and Secretary of The Private Bank of California, a banking corporation duly organized and existing under the laws of the state of California.
2. The principal terms of the Articles of Combination and Plan 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 common shares outstanding, and the total number of outstanding shares is 100.
4. The principal terms of the Articles of Combination and Plan of Merger in the form attached hereto were duly approved by the sole shareholder of the Corporation.

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.

DATE: October 24, 2013


Steven A. Sugarman, Chairman


Richard A. Herrin, Secretary

BANC OF CALIFORNIA, NATIONAL ASSOCIATION

OFFICER'S CERTIFICATE

Steven A. Sugarman and Richard A. Herrin hereby certify that:

1. They are the Chairman of the Board of Directors and Secretary of Banc of California, National Association, a national bank duly organized and existing under the laws of the United States.
2. The principal terms of the Articles of Combination and Plan 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 common shares outstanding.
4. The principal terms of the Articles of Combination and Plan of Merger in the form attached hereto were duly approved by the sole shareholder of the Corporation.

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.

DATE: October 24, 2013



Steven A. Sugarman, Chairman



Richard A. Herrin, Secretary



Office of the Comptroller of the Currency

Western District
1225 17th St., Suite 800
Denver, CO 80202

October 11, 2013

Angeles Harris
Senior Vice President/Assistant General Counsel
Pacific Trust Bank, FSB
18500 Von Karman Ave., Suite 1100
Irvine, California 92612

Re: Application to convert Pacific Trust Bank, FSB, Irvine, CA from a Federal Savings Association to a National Bank, under the title of Banc of California, National Association
OCC Control No.: 2013-WB-Conversion-134737

Application to Merge Private Bank of California, Los Angeles, CA with and into Banc of California, National Association, Irvine CA (former Pacific Trust Bank, FSB)
OCC Control No.: 2013-WE-Combinations-134770

Dear Ms. Harris:

The Comptroller of the Currency (OCC) has reviewed and found no exception to the documents submitted by Pacific Trust Bank, FSB to complete the conversion process. Pacific Trust Bank, FSB is authorized to commence business as a national banking association on October 11, 2013. The converted bank's title will be Banc of California, National Association, charter number 25080. Please notify this office of the actual conversion date within 10 days of the conversion.

This letter is also the official certification of the OCC to merge The Private Bank of California, Los Angeles, CA into Banc of California, National Association, Irvine, CA effective as of October 11, 2013. The resulting bank title is Banc of California, National Association, charter number 25080.

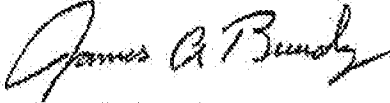
Further, this is the official authorization given to Banc of California, National Association to operate the main office and branches of the target institution as branches of the resulting bank. Following the date of conversion and merger, we will send your Charter Certificate, as well as assignment of OCC branch numbers for each of the national bank's resulting branches.

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Pacific Trust Bank, FSB
OCC Control Nos. 2013-Western Conversion 134737
2013 Western Combination 134770

Should you have any questions, please contact Senior Licensing Analyst Louis Gittleman at (720) 475-7650 or louis.gittleman@occ.treas.gov.

Sincerely,



James A. Bundy
Director for District Licensing

Cc: Federal Reserve Bank, San Francisco
FDIC



I hereby certify that the foregoing transcript of 11 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

OCT 28 2013

Date: _____

Debra Bowen

DEBRA BOWEN, Secretary of State