

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	07/29/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilshire Bank		07/29/2016	Corporation: CALIFORNIA
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
BBCN Bank	07/29/2016	Corporation: CALIFORNIA	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	Bank of Hope		
Street Address:	3200 Wilshire Blvd., Suite 1400		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90010		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4551053	WW	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415-268-6538		
Email:	sguerra@mofo.com		
Correspondent Name:	Jennifer Lee Taylor, Morrison & Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	52276-6030.000		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT2/		
DATE SIGNED:	06/25/2018		

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Total Attachments: 8

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APPROVED
July 25, 2016
Jan Lynn Owen
Commissioner of
Business Oversight

By Wallace M. Wong
Wallace M. Wong
Senior Counsel

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FILED
Secretary of State
State of California
JUL 29 2016

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AGREEMENT OF BANK MERGER

THIS AGREEMENT OF BANK MERGER, dated as of July 25, 2016 (this "Bank Merger Agreement"), is entered into between Wilshire Bank, a California state-chartered bank and a wholly owned subsidiary of Wilshire Bancorp, Inc., a California corporation ("WIBC"), and BBCN Bank, a California state-chartered bank and a wholly owned subsidiary of BBCN Bancorp, Inc., a Delaware corporation ("BBCN"). Wilshire Bank and BBCN Bank are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, WIBC and BBCN entered into an Agreement and Plan of Merger, dated as of December 7, 2015 (the "Agreement"), providing, among other things, for the merger of WIBC with and into BBCN, with BBCN surviving (the "Merger");

WHEREAS, in connection with the Merger, WIBC and BBCN desire to merge Wilshire Bank with and into BBCN Bank (the "Bank Merger") concurrently with or as soon as reasonably practicable after the consummation of the Merger upon the terms and subject to the conditions set forth in this Bank Merger Agreement and the Agreement; and

WHEREAS, for federal and, if applicable, state and local income tax purposes, the Parties intend that the Bank Merger shall qualify as a "reorganization" under Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and this Agreement, shall constitute a "plan of reorganization" within the meaning of the Code.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Bank Merger Agreement and the Agreement, subject to the conditions set forth in this Bank Merger Agreement and the Agreement, and intending to be legally bound hereby, the Parties agree as follows:

1. Effective Time. Upon the terms and subject to the conditions set forth in this Bank Merger Agreement and the Agreement, concurrently with or as soon as reasonably practicable after the consummation of the Merger, Wilshire Bank and BBCN Bank shall cause the Bank Merger to be consummated by filing a copy of this Bank Merger Agreement, certified by the Secretary of State of the State of California pursuant to Section 1103 of the California General Corporation Law (the "CGCL"), with the Commissioner of Business Oversight of the State of California pursuant to Section 4887 of the California Financial Code (the "CFC"). The Bank Merger shall become effective at the close of business at 5:02 pm Pacific Daylight Time on the date of such filing (the "Effective Time").

2. The Merger. BBCN Bank shall be the surviving bank in the Bank Merger (the "Surviving Bank"). At the Effective Time, Wilshire Bank shall be merged with and into BBCN Bank and the separate existence of Wilshire Bank shall cease. The Bank Merger shall be governed by, and shall have the effects set forth in, the CGCL and the CFC.

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FILED
5:02 p.m. Pacific Time
July 29, 2016
Jan Lynn Owen
Commissioner of Business Oversight
State of California
By Wallace M. Wong
Wallace M. Wong
Senior Counsel

3. Effects of the Merger.

(a) At the Effective Time, Article One of the Articles of Incorporation of BBCN Bank, as amended, shall be amended in its entirety to read as follows:

"ARTICLE ONE. NAME: The name of this Corporation is Bank of Hope."

(b) At the Effective Time, the Surviving Bank shall succeed, without other transfer, to all the rights and properties, and shall be subject to all the debts and liabilities, of Wilshire Bank, and the separate existence of BBCN Bank, with all its purposes, objects, rights, powers, privileges, liabilities, obligations and franchises, shall continue unaffected and unimpaired by the Bank Merger.

(c) The Articles of Incorporation (as amended effective as of the Effective Time to reflect the new name of the Surviving Bank pursuant to Section 3(a)) and the Bylaws of BBCN Bank, as in effect as of the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Bank, until thereafter altered, amended or repealed in accordance with their terms and applicable law.

(d) The shares of BBCN Bank common stock, no par value per share ("BBCN Bank Common Stock") and the shares of Wilshire Bank common stock, no par value per share ("Wilshire Bank Common Stock") shall be treated as follows at the Effective Time: (i) each share of BBCN Bank Common Stock issued and outstanding immediately prior to the Effective Time shall remain an issued and outstanding share of BBCN Bank Common Stock; and (ii) each share of Wilshire Bank Common Stock issued and outstanding immediately prior to the Effective Time shall be automatically canceled by operation of law without consideration and cease to be an issued and outstanding share of Wilshire Bank Common Stock.

4. Directors and Officers of the Surviving Bank. On or prior to the Effective Time, BBCN Bank shall cause the number of directors that shall comprise the board of directors of the Surviving Bank at the Effective Time to be 16. Of the members of the initial board of directors of the Surviving Bank at the Effective Time, nine (9) shall be current members of the board of directors of BBCN Bank as designated by BBCN Bank prior to the Effective Time, and seven (7) shall be current members of the board of directors of Wilshire Bank as designated by Wilshire Bank prior to the Effective Time.

5. Procurement of Approvals. This Bank Merger Agreement shall be subject to the approval of WIBC, as the sole shareholder of Wilshire Bank, and BBCN, as the sole shareholder of BBCN Bank, at meetings to be called and held or by consent in lieu thereof in accordance with the applicable provisions of law and their respective organizational documents. Wilshire Bank and BBCN Bank shall use their commercially reasonable best efforts to proceed expeditiously and cooperate fully in the procurement of any other consents and approvals and in the taking of any other action, and the satisfaction of all other requirements prescribed by applicable law or otherwise necessary for the consummation of the Bank Merger on the terms provided herein, including, without limitation, the preparation and submission of such applications or other filings for approval of the Bank Merger as may be required by applicable laws and regulations.

6. Conditions Precedent. The obligations of the Parties under this Bank Merger Agreement shall be subject to: (a) the approvals of this Bank Merger Agreement by WIBC, as the sole shareholder of Wilshire Bank, and BBCN, as the sole shareholder of BBCN Bank, at meetings duly called and held or by consent or consents in lieu thereof, in each case without any exercise of such dissenters' rights as may be applicable; (b) receipt of approval of the Bank Merger from all governmental and banking authorities whose approval is required by applicable laws and regulations; and (c) the consummation of the Merger pursuant to the Agreement at or before the Effective Time.

7. General Provisions.

(a) Termination and Agreement. The obligations of the Parties to effect the Bank Merger shall be subject to all the terms and conditions contained in the Agreement. This Bank Merger Agreement shall terminate, without any further action of any Party, notwithstanding shareholder approval, in the event that the Agreement shall be terminated as provided therein prior to the Effective Time.

(b) Amendment. This Bank Merger Agreement may not be amended, modified or supplemented except by an instrument in writing signed on behalf of each of the Parties at any time prior to the Effective Time.

(c) Successors and Assigns. This Bank Merger Agreement shall be binding upon and enforceable by the Parties and their respective successors and permitted assigns, but this Bank Merger Agreement may not be assigned by any Party, by operation of law or otherwise, without the prior written consent of the other Party.

(d) Governing Law. This Bank Merger Agreement shall be governed by and construed in accordance with the laws of the State of California (without giving effect to choice of law principles thereof).

(e) Counterparts. This Bank Merger Agreement may be executed in counterparts (which counterparts may be delivered by facsimile or other commonly used electronic means), each of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.

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IN WITNESS WHEREOF, Wilshire Bank and BBCN Bank have caused this Bank Merger Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first set forth above.

WILSHIRE BANK

By: Jae Whan Yoo
Name: Jae Whan Yoo
Title: President & Chief Executive Officer

By: Lisa K. Pai
Name: Lisa K. Pai
Title: Secretary

BBCN BANK

By: _____
Name: Kevin S. Kim
Title: President & Chief Executive Officer

By: _____
Name: David W. Kim
Title: Secretary

[Signature Page to Agreement of Bank Merger]

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TRADEMARK
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A0786896


IN WITNESS WHEREOF, Wilshire Bank and BBCN Bank have caused this Bank Merger Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first set forth above.

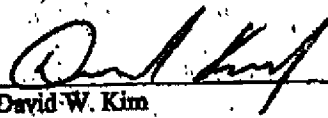
WILSHIRE BANK

By: _____
Name: Jae Whan Yoo
Title: President & Chief Executive Officer

By: _____
Name: Lisa K. Pal
Title: Secretary

BBCN BANK

By:  _____
Name: Kevin S. Kim
Title: President & Chief Executive Officer

By:  _____
Name: David W. Kim
Title: Secretary

[Signature Page to Agreement of Bank Merger]

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**BBCN BANK
OFFICERS' CERTIFICATE
AGREEMENT OF BANK MERGER**

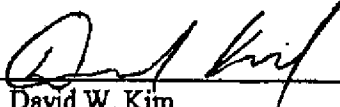
The undersigned, Kevin S. Kim and David W. Kim, hereby certify that:

1. They are the duly elected, acting and qualified President and Chief Executive Officer and Secretary, respectively, of BBCN Bank, a California-state chartered bank.
2. The principal terms of the Agreement of Bank Merger in the form attached to this Certificate (the "Bank Merger Agreement") providing for the merger (the "Merger") of Wilshire Bank, a California-state chartered bank, with and into BBCN Bank, were duly approved by the board of directors of BBCN Bank and the shareholders of BBCN Bank.
3. The authorized capital stock of BBCN Bank consists of 100 shares of common stock. Immediately prior to the consummation of the Merger, BBCN Bank has 100 shares of common stock issued. All issued and outstanding shares of common stock were entitled to vote upon the Merger. A vote of more than fifty percent (50%) of the outstanding shares of common stock of BBCN Bank was required to approve the Merger.
4. The shareholder approval was by the holders of 100% of the outstanding shares of BBCN Bank common stock, which vote exceed the vote required.

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

Date: July 29, 2016

By: 
 Name: Kevin S. Kim
 Title: President & Chief Executive Officer

By: 
 Name: David W. Kim
 Title: Secretary

**WILSHIRE BANK
OFFICERS' CERTIFICATE
AGREEMENT OF BANK MERGER**

The undersigned, Jae Whan Yoo and Lisa K. Pai, hereby certify that:

1. They are the duly elected, acting and qualified President and Chief Executive Officer and Secretary, respectively, of Wilshire Bank, a California-state chartered bank.
2. The principal terms of the Agreement of Bank Merger in the form attached to this Certificate (the "Bank Merger Agreement") providing for the merger (the "Merger") of Wilshire Bank with and into BBCN Bank, a California-state chartered bank, were duly approved by the board of directors of Wilshire Bank and the shareholders of Wilshire Bank.
3. The authorized capital stock of Wilshire Bank consists of 40,000,000 shares of common stock. Immediately prior to the consummation of the Merger, Wilshire Bank has 13,967,536 shares of common stock issued. All issued and outstanding shares of common stock of Wilshire Bank were entitled to vote upon the Merger. Approval by all the outstanding shares of common stock of Wilshire Bank was required to approve the Merger.
4. The shareholder approval was by the sole holder of all the outstanding shares of Wilshire Bank common stock.

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

Date: July 29, 2016

By: _____

Name: Jae Whan Yoo

Title: President & Chief Executive Officer

By: _____

Name: Lisa K. Pai

Title: Secretary



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 29 2016

Date: _____

Handwritten signature of Alex Padilla in cursive.

ALEX PADILLA, Secretary of State