

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528162

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	09/30/2017		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALOSTAR BANK OF COMMERCE (INC.)		09/27/2017	Corporation: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	State Bank and Trust Company		
<b>Street Address:</b>	4219 Forsyth Road		
<b>City:</b>	Macon		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	31208		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4199465	ALOSTAR BANK OF COMMERCE	
<b>Registration Number:</b>	4375592	ALOSTAR BUSINESS CREDIT	
<b>Registration Number:</b>	4368400	ALOSTAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7708040900		
<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>	7707090080		
<b>Email:</b>	gsmith@srtslaw.com		
<b>Correspondent Name:</b>	Smith Tempel Blaha LLC		
<b>Address Line 1:</b>	50 Glenlake Parkway, Suite 340		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30328		
<b>NAME OF SUBMITTER:</b>	Gregory Scott Smith		
<b>SIGNATURE:</b>	/Gregory Scott Smith/		
<b>DATE SIGNED:</b>	06/17/2019		
<b>Total Attachments: 17</b>			
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**STATE OF GEORGIA**  
Secretary of State  
Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

**CERTIFICATE OF MERGER**

I, **Brian P. Kemp**, Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that articles or certificate of merger have been filed and fees paid therefor, as provided by law, and that the Department of Banking and Finance has filed a certificate of approval authorizing the merger of the below entities, effective as of **09/30/2017**.

Surviving Entity:  
**STATE BANK AND TRUST COMPANY**  
a Domestic Bank

Nonsurviving Entity/Entities:  
**ALOSTAR BANK OF COMMERCE (INC.)**  
a Foreign Profit Corporation

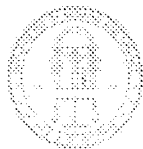
This certificate is issued pursuant to Title 7 of the Official Code of Georgia Annotated and is conclusive evidence of the facts stated herein.

WITNESS my hand and official seal in the City of Atlanta and  
the State of Georgia on 09/27/2017



A handwritten signature in black ink, appearing to read "B: P. Kemp". The signature is stylized and cursive.

Brian P. Kemp  
Secretary of State



## Department of Banking and Finance

2990 Brandywine Road, Suite 200

Atlanta, Georgia 30341-5565

770-986-1633

[dbf.georgia.gov](http://dbf.georgia.gov)

Nathan Deal  
Governor

Kevin B. Hagler  
Commissioner

September 27, 2017

Honorable Brian P. Kemp  
Secretary of State  
Suite 306, West Tower  
#2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334

Re: Articles of Merger of AloStar Bank of Commerce, Birmingham, Jefferson County, Alabama, with  
and into State Bank and Trust Company, Macon, Bibb County, Georgia

Dear Mr. Kemp:

Please find enclosed this Department's Certificate of Approval, the Articles of Merger, and expedited filing fee for the above referenced merger transaction. It appears that all requirements of law have been completed and the Certificate of Merger may be issued by your office. All conditions precedent to the merger have been performed.

The parties to the merger would like for the effective date and time of the merger to be September 30, 2017, at 11:59 a.m.

Please forward a copy of the Certificate of Merger to the Department. If you have any questions regarding the Certificate of Approval, please contact the undersigned at (770) 986-1645.

Sincerely,

Murali Ramachandran  
Supervisory Manager

Enclosures

cc: Ms. Nikki Lee  
Nelson Mullins Riley & Scarborough LLP  
Pointsett Plaza, Suite 900  
104 South Main Street  
Greenville, South Carolina 29601



*Department of Banking and Finance*

*2990 Brandywine Road, Suite 200*

*Atlanta, Georgia 30341-5565*

*770-986-1633*

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*Nathan Deal*  
*Governor*

*Kevin B. Hagler*  
*Commissioner*

**APPROVAL OF ARTICLES OF MERGER**

\* \* \* \* \*

It appearing that State Bank and Trust Company, Macon, Bibb County, Georgia, and AloStar Bank of Commerce, Birmingham, Jefferson County, Alabama, having submitted to the Secretary of State of Georgia Articles of Merger, AloStar Bank of Commerce to be merged with and into State Bank and Trust Company, the merger being carried out in accordance with the provisions of §7-1-551 of the Financial Institutions Code of Georgia and with the Agreement and Plan of Merger executed by both corporations on June 15, 2017, being attached and made a part of the Articles of Merger, the name of the surviving bank to be State Bank and Trust Company with its registered office in Macon, Bibb County, Georgia, and its Articles of Incorporation to be the same as the Articles of Incorporation of State Bank and Trust Company prior to the merger, has met all requirements of law and such Articles of Merger are otherwise regular and in accordance with law.

NOW, THEREFORE, The said Articles of Merger are hereby approved.

This the 27<sup>th</sup> day of September 2017.

  
DEPUTY COMMISSIONER

**ARTICLES OF MERGER**

of

**ALOSTAR BANK OF COMMERCE,**  
an Alabama banking corporation

with and into

**STATE BANK AND TRUST COMPANY,**  
a Georgia state-chartered bank

**September 27, 2017**

Reference is made to that certain Agreement and Plan of Merger, dated as of June 15, 2017 (the "*Agreement and Plan of Merger*"), by and between AloStar Bank of Commerce, an Alabama banking corporation (the "*Merging Bank*"), and State Bank and Trust Company, a Georgia state-chartered bank (the "*Surviving Bank*"), which is attached hereto as Exhibit A, and pursuant to which the Merging Bank will merge with and into the Surviving Bank. The Agreement and Plan of Merger was duly approved and adopted by the Merging Bank and the Surviving Bank. The Merging Bank and the Surviving Bank, desiring to effect a merger of the Merging Bank with and into the Surviving Bank pursuant to the provisions of Section 7-1-530(a) and Section 7-1-628.4(a) of the Financial Institutions Code of Georgia, do hereby file these Articles of Merger pursuant to Section 7-1-532 of the Financial Institutions Code of Georgia and certify the following:

**ARTICLE ONE**

The main office of the Surviving Bank is located at 4219 Forsyth Road, city of Macon, county of Bibb, in the State of Georgia. The registered agent is John Willis and the registered office is located at 4885 Riverside Drive, city of Macon, county of Bibb, in the State of Georgia.

The main office of the Merging Bank is located at 3595 Grandview Parkway, Suite 425, city of Birmingham, county of Jefferson, in the State of Alabama. The registered agent is Capitol Corporate Services, Inc. and the registered office is located at 2 North Jackson Street, Suite 605, city of Montgomery, county of Montgomery, in the State of Alabama.

**ARTICLE TWO**

The Agreement and Plan of Merger was duly approved by the sole shareholder of the Surviving Bank on June 9, 2017, and unanimous written consent of the shareholders of the Merging Bank on June 15, 2017.

**ARTICLE THREE**

The name and mailing addresses of the members of the Board of Directors of the Surviving Bank until the first meeting of the shareholders after the date hereof or until their successors are elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
James R. Balkcom, Jr.	3399 Peachtree Road NE, Suite 1900, Atlanta, GA 30326
Archie L. Bransford, Jr.	3399 Peachtree Road NE, Suite 1900, Atlanta, GA 30326
Kim M. Childers	3399 Peachtree Road NE, Suite 1900, Atlanta, GA 30326
Ann Q. Curry	3399 Peachtree Road NE, Suite 1900, Atlanta, GA 30326
Joseph W. Evans	3399 Peachtree Road NE, Suite 1900, Atlanta, GA 30326
Virginia A. Hepner	3399 Peachtree Road NE, Suite 1900, Atlanta, GA 30326
John D. Houser	3399 Peachtree Road NE, Suite 1900, Atlanta, GA 30326
Anne H. Kaiser	3399 Peachtree Road NE, Suite 1900, Atlanta, GA 30326
William D. McKnight	3399 Peachtree Road NE, Suite 1900, Atlanta, GA 30326
Major Gen. (Ret.) McMahon	3399 Peachtree Road NE, Suite 1900, Atlanta, GA 30326
J. Thomas Wiley, Jr.	3399 Peachtree Road NE, Suite 1900, Atlanta, GA 30326

**ARTICLE FOUR**

These Articles of Merger, and the merger effected hereby, shall be effective at 11:59 a.m., Eastern Time, on September 30, 2017.

*[Signature Page Follows]*









Exhibit A

Agreement and Plan of Merger  
(see attached)

**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "*Agreement*"), dated as of June 15, 2017, is entered into by and between AloStar Bank of Commerce, an Alabama banking corporation ("*Seller Bank*"), and State Bank and Trust Company, a Georgia state-chartered bank ("*State Bank*"). Seller Bank and State Bank are each sometimes individually referred to herein as a "*Party*" or collectively referred to herein as the "*Parties*."

WHEREAS, State Bank is a wholly-owned subsidiary of State Bank Financial Corporation, a Georgia corporation and registered bank holding company ("*Parent*");

WHEREAS, Parent, State Bank, Seller Bank and State Bank Interim Corp., a Georgia corporation and wholly-owned subsidiary of State Bank ("*Merger Sub*"), have entered into an Agreement and Plan of Merger, dated as of the date of this Agreement (the "*Merger Agreement*"), whereby, on the terms and subject to the conditions set forth therein, Merger Sub will merge with and into Seller Bank, with Seller Bank as the surviving bank (the "*Merger*");

WHEREAS, immediately following the consummation of the Merger and prior to the Effective Time (as defined below), Seller Bank will be a wholly-owned subsidiary of State Bank;

WHEREAS, immediately following the consummation of the Merger, Seller Bank, in its capacity as the surviving bank in the Merger, and State Bank intend to, and Parent intends that such Parties, with the approval of (a) the Federal Reserve System, including the Board of Governors of the Federal Reserve System and any applicable Federal Reserve Bank (the "*Federal Reserve*"), (b) the Federal Deposit Insurance Corporation (the "*FDIC*"), (c) the Superintendent of Banks of the State of Alabama, the Alabama State Banking Department and the Alabama State Banking Board (collectively, the "*Alabama Superintendent*") and (d) the Georgia Department of Banking and Finance (the "*Georgia Department*"), effect a merger whereby Seller Bank will merge with and into State Bank, with State Bank continuing as the surviving bank resulting from such merger (the "*Bank Merger*"), on the terms and subject to the conditions of this Agreement and the Merger Agreement and in accordance with relevant provisions of (i) Article 2 of the Financial Institutions Code of Georgia and the implementing regulations of the Georgia Department and (ii) Chapters 7A and 13B of the Alabama Banking Code and the implementing regulations of the Alabama Superintendent ((i) and (ii) collectively, the "*State Laws*");

WHEREAS, for U.S. federal income tax purposes, the Bank Merger is intended to constitute a complete liquidation of Seller Bank into State Bank, and, as of the Bank Merger, this Agreement will be and hereby is adopted as a "plan of liquidation," in each case within the meaning of Section 332 of the U.S. Internal Revenue Code of 1986, as amended; and

WHEREAS, each of (a) Parent, as the sole shareholder of State Bank, (b) the board of directors of State Bank and (c) the board of directors of Seller Bank has approved and declared advisable this Agreement and the Bank Merger, and the board of directors of Seller Bank has declared it advisable and in the best interests of the shareholders of Seller Bank that

this Agreement be adopted by, and the Bank Merger be approved by, the shareholders of Seller Bank.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **The Bank Merger.** Seller Bank shall be merged with and into State Bank in accordance with the State Laws. State Bank shall be the surviving bank resulting from the Bank Merger (the "**Surviving Bank**") and shall be operated as a wholly-owned subsidiary of Parent. At the Effective Time, the separate existence of Seller Bank shall cease. The name of the Surviving Bank shall be "State Bank and Trust Company."

2. **Filing; Effective Time.** Upon the satisfaction or waiver of the conditions set forth in Section 4 of this Agreement, the Parties shall file such certificates or articles of merger and such other documents and certificates as are necessary to make the Bank Merger effective (collectively, the "**Bank Merger Certificates**") under the State Laws. The Bank Merger shall become effective at the time specified in the Bank Merger Certificates (the "**Effective Time**").

3. **Effect of the Bank Merger.** At the Effective Time, the effect of the Bank Merger shall be as provided in this Agreement and the State Laws. Without limiting the generality of the foregoing, at the Effective Time, all the property, rights, privileges, powers and franchises of Seller Bank and State Bank shall vest in the Surviving Bank, and all debts, liabilities and duties of Seller Bank and State Bank shall become the debts, liabilities and duties of the Surviving Bank.

4. **Condition Precedent.** The obligation of each Party to effect the Bank Merger is subject to (a) the consummation of the Merger prior to the Effective Time; (b) the approval, ratification and confirmation of this Agreement and the Bank Merger by (i) the board of directors of Seller Bank, (ii) the board of directors of State Bank, (iii) Parent, as the sole shareholder of State Bank, in the case of clauses (i)-(iii), which approval, ratification and confirmation has been obtained, and (iv) the shareholders of Seller Bank; (c) the receipt of all necessary authorizations and approvals from the Federal Reserve, the FDIC under the applicable requirements of the Bank Merger Act and the implementing regulations thereunder, the Georgia Department, the Alabama Superintendent, and any other applicable regulatory agency required to consummate the Bank Merger, and all statutory waiting periods in respect thereof shall have expired; and (d) no Governmental Authority (as defined in the Merger Agreement) of competent jurisdiction shall have enacted, enforced or entered any Law (as defined in the Merger Agreement) or final and non-appealable Order (as defined in the Merger Agreement) that is in effect as of the Effective Time and prohibits the Bank Merger.

5. **Termination.** This Agreement may be terminated and the Bank Merger may be abandoned at any time prior to the Effective Time by either Party if the Merger Agreement is terminated in accordance with its terms.

6. **Charter and Bylaws.** At the Effective Time, the charter and bylaws of State Bank, each as in effect immediately prior to the Effective Time, shall be the charter and bylaws

of the Surviving Bank until thereafter amended as provided by applicable law and the terms of such charter and bylaws of the Surviving Bank.

7. **Directors and Officers.** The directors and officers of the Surviving Bank as of the Effective Time shall be the directors and officers of State Bank immediately prior to the Effective Time, and shall hold office from the Effective Time, together with such additional persons as may thereafter be appointed, until their respective successors are duly elected or appointed and qualified. A schedule of the directors and officers of the Surviving Bank is attached as Exhibit A.

8. **Effect on Capital Stock of Seller Bank.** On the terms and subject to the conditions of this Agreement, at the Effective Time, by virtue of the Bank Merger and without any action on the part of any holder thereof, all of the capital stock of Seller Bank immediately prior to the Effective Time shall be cancelled and extinguished and shall cease to exist, and no consideration shall be delivered in exchange therefor.

9. **Effect on Capital Stock of State Bank.** Each share of common stock of State Bank issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of common stock of the Surviving Bank. From and after the Effective Time, each certificate, if any, evidencing ownership of shares of the common stock of State Bank issued and outstanding immediately prior to the Effective Time shall evidence ownership of such shares of common stock of the Surviving Bank. The amount of capital stock of the Surviving Bank shall be as specified in the charter of the Surviving Bank.

10. **Further Assurances.** Subject to the terms and conditions of this Agreement, from time to time, at the request of any Party and at the expense of the Party so requesting, each other Party shall execute and deliver to such requesting Party such documents and take such other action as such requesting Party may reasonably request in order to consummate the transactions contemplated hereby.

11. **Assignment and Binding Effect.** Neither Party may assign, directly or indirectly, (by operation of law or otherwise) its respective rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns. Any attempted assignment without obtaining such required consent shall be null and void.

12. **Complete Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. All prior negotiations between the Parties are merged into this Agreement, and there are no understandings or agreements other than those incorporated herein.

13. **Modifications and Waivers.** This Agreement may not be modified except in a writing duly executed by the Parties. No provision of this Agreement may be waived unless in a writing duly executed by the Party against whom enforcement of such waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any

Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

14. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts (including by means of facsimile or email in .pdf format), each of which shall be deemed to be an original copy of this Agreement and all of which taken together shall constitute one and the same instrument.

15. **Severability.** In the event that any one or more provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and the Parties shall use their reasonable best efforts to substitute a valid, legal and enforceable provision that, insofar as practical, implements the purposes and intents of this Agreement.

16. **Governing Law; Waiver of Jury Trial.** This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement, shall be governed by and construed in accordance with the internal laws of the State of Georgia without regard to its principles of conflicts of laws. **THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, EXECUTION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY ACTION WHATSOEVER BETWEEN OR AMONG THEM RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.**

17. **Headings, Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. The use of the singular pronoun in this Agreement shall be deemed to include the plural (and vice versa), whenever appropriate. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

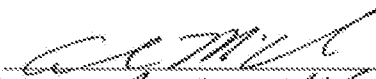
**18. Mutual Drafting.** This Agreement is the mutual product of the Parties, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of each of the Parties and shall not be construed for or against either Party.

*[Signature Pages Follow]*



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized officers as of the date first set forth above.

ALOSTAR BANK OF COMMERCE

By:   
Name: Shannon M. Ghee  
Title: CEO

STATE BANK AND TRUST COMPANY

By: \_\_\_\_\_  
Name:  
Title:

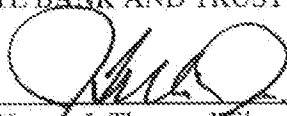
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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized officers as of the date first set forth above.

ALOSTAR BANK OF COMMERCE

By: \_\_\_\_\_  
Name: Andrew S. McGhee  
Title: Chief Executive Officer

STATE BANK AND TRUST COMPANY

By:  \_\_\_\_\_  
Name: J. Thomas Wiley, Jr.  
Title: Chief Executive Officer

2011 SEP 27 PM 12:31  
Office of the Secretary of State

*{Signature Page to Bank Merger Agreement}*

Exhibit A

Directors of the Surviving Bank

- Joseph W. Evans
- James R. Balkcom, Jr.
- Archie L. Bransford, Jr.
- Kim M. Childers
- Ann Q. Curry
- Virginia A. Hepner
- John D. Houser
- Anne Hydrick Kaiser
- William D. McKnight
- Robert H. McMahon
- J. Thomas Wiley, Jr.

Officers of the Surviving Bank

- David F. Black, Executive Vice President and Chief Credit Officer
- Remer Y. Brinson III, President
- David C. Brown, Executive Vice President and Director of Corporate Development
- David W. Cline, Executive Vice President and Chief Operating Officer
- Kim M. Childers, Executive Risk Officer
- Steven G. Deaton, Executive Vice President and Enterprise Risk Officer
- Michael R. Fitzgerald, Executive Vice President and Chief Talent Officer
- Sheila E. Ray, Executive Vice President, Chief Financial Officer and Secretary
- Bradford L. Watkins, Executive Vice President and Director of the Commercial Finance Group
- J. Thomas Wiley, Jr. Chief Executive Officer