

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/11/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRESIDIO BANK		10/07/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Heritage Bank of Commerce		
Street Address:	50 Almaden Blvd., Suite 300		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3206977	PRESIDIO BANK	
Registration Number:	4176525	PRESIDIO BANK	
Registration Number:	4176532		
CORRESPONDENCE DATA			
Fax Number:			
<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:	2138915031		
Email:	trademark@buchalter.com		
Correspondent Name:	Jessie K. Reider, CA Bar No. 237113		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 2:	Buchalter		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Jessie Reider, CA Bar 237113		
SIGNATURE:	/jkr/		
DATE SIGNED:	10/11/2019		
Total Attachments: 11			
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STATE OF CALIFORNIA
Department of Business Oversight

GOVERNOR Gavin Newsom • COMMISSIONER Manuel P. Alvarez

IN REPLY REFER TO:
FILE NO: LIS 2619

October 11, 2019

Via Email & U.S. Mail

Nancy Wright
Buchalter, P.C.
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017

Re: Merger of Presidio Bank with and into Heritage Bank of Commerce

Dear Ms. Wright:

Enclosed is an endorsed filed copy of the Agreement of Merger for the merger of Presidio Bank with and into Heritage Bank of Commerce pursuant to Financial Code section 4880 et seq. The Agreement of Merger was filed by the Commissioner as of 3:00 PM Pacific Time, October 11, 2019. At that time, the merger became effective for all purposes pursuant to Financial Code section 4887, subdivision (b).

If you have any questions, please feel free to contact me at 916-322-6927 or julie.jacob@dbo.ca.gov

Sincerely,

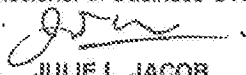
Manuel P. Alvarez
Commissioner
Department of Business Oversight

By

Julie L. Jacob
Senior Counsel

JJ:bnk
Encl.

cc: Mark Bonenfant, Sarin Tavlian, and Nikole Zoumberakis, Buchalter, P.C.
Craig Miller and Dieu Nguyen, Manatt, Phelps & Phillips, LLP
Federal Reserve Bank of San Francisco
Federal Deposit Insurance Corporation, San Francisco
Matthew Fujikawa, Department of Business Oversight, San Francisco
Licensing, Department of Business Oversight, San Francisco

APPROVED
October 7, 2019
Manuel P. Alvarez
Commissioner of Business Oversight
By 
JULIE L. JACOB
Senior Counsel

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FILED *XX*
Secretary of State
State of California *off*

OCT 07 2019
ccc

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER, dated as of October 7, 2019 (this "Agreement"), is made and entered into by and among Heritage Commerce Corp., a California corporation ("HCC") Heritage Bank of Commerce, a California banking corporation ("HBC"), and Presidio Bank, a California banking corporation ("Presidio").

WHEREAS, HBC is a wholly-owned subsidiary of HCC; and

WHEREAS, the Boards of Directors of HCC, HBC and Presidio have approved, and deem it advisable and in the best interests of HCC, HBC, Presidio and their respective shareholders, that HBC and Presidio consummate the business transaction provided for in this Agreement in which Presidio would merge with and into HBC (the "Merger") as contemplated in that certain Agreement and Plan of Merger and Reorganization dated as of May 16, 2019 by and among HCC, HBC and Presidio (the "Plan of Merger"), providing, among other things, for the execution and filing of this Agreement and the consummation of the Merger.

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

Section 1.01 The Merger.

(a) Effective Time. The Merger shall become effective on the date and at the time that this Agreement of Merger, as certified by the California Secretary of State, is filed with the Commissioner of the California Department of Business Oversight—Division of Financial Institutions, or as set forth in such filing as provided under Section 4887(b) of the California Financial Code (the "Effective Time").

(b) Effect of the Merger. At the Effective Time, Presidio shall be merged with and into HBC and the separate corporate existence of Presidio shall cease. HBC shall be the surviving corporation (the "Surviving Corporation") in the Merger. The Surviving Corporation shall thereupon succeed, without other transfer, to all rights and properties of, and shall be subject to all the debts and liabilities of, Presidio and the separate existence of Surviving Corporation as a California corporation, with all its purposes, objects, rights, powers, privileges and franchises, shall continue unaffected and unimpaired by the Merger.

(c) Name of Surviving Corporation. The name of the Surviving Corporation shall be "Heritage Bank of Commerce".

(d) Offices. All branch offices of HBC and Presidio which were in lawful operation immediately prior to the Effective Time shall continue to be the branch offices of the Surviving Corporation upon consummation of the Merger, subject to the opening or closing of any offices which may be authorized by HBC or Presidio and applicable regulatory authorities after the date of this Agreement.

(e) Further Actions. Presidio 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 1.02 Corporate Governance Matters.

(a) Articles of Incorporation and Bylaws. From and after the Effective Time and until thereafter amended as provided by law, the Articles of Incorporation and Bylaws of HBC as in effect immediately prior to the Effective Time shall be and continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation.

(b) Board of Directors and Officers. The directors and officers of HBC at the Effective Time will be the directors and officers of the Surviving Corporation until they are removed or their successors are elected and qualified, subject to the addition of any new directors and officers who may be elected or appointed by HBC as contemplated in the Plan of Merger.

Section 1.03 Treatment of Shares.

(a) Cancellation of Certain Presidio Common Stock. Each share of Presidio common stock, no par value ("Presidio Common Stock"), that is owned by HCC or Presidio (as treasury stock or otherwise) or any of their respective Subsidiaries, other than those shares held in a fiduciary capacity, will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor.

(b) Shares of Presidio. At the Effective Time, by virtue of the Merger, and without any action on the part of the holders of Presidio Common Stock, each share of Presidio Common Stock issued and outstanding immediately prior to the Effective Time (other than shares of Presidio Common Stock to be cancelled and retired in accordance with Section 1.03(a) and shares that are "dissenting shares" within the meaning of Chapter 13 of the California General Corporation Law) shall be converted into the right to receive 2.470 shares ("Per Share Exchange Ratio") of HCC common stock, no par value ("HCC Common Stock"), together with any cash in lieu of fractional shares. Any holder of dissenting shares shall be entitled to receive only the payment provided by California law for the dissenting shares owned by such dissenting shareholder.

(c) Shares of HBC and HCC. All shares of HCC Common Stock and HBC Common Stock issued and outstanding immediately prior to the Effective Time shall remain outstanding.

(d) Fractional Shares. No fractional shares of HCC Common Stock shall be issued in connection with the Merger, and no certificates or scrip for any such fractional shares shall be issued upon the surrender for exchange of Presidio certificates or book-entry shares. Any holder of Presidio Common Stock who would otherwise be entitled to receive a fraction of a share of HCC Common Stock (after aggregating all fractional shares of HCC Common Stock issuable to such holder), in lieu of such fraction of a share and upon surrender of such holder's certificates or book-entry shares to the HCC exchange agent, shall be paid in cash in lieu of such fractional share based on the "HCC Closing Price" (as defined in the Plan of Merger).

Section 1.04 Treatment of Stock Options, Restricted Stock and Restricted Stock Units.

(a) Stock Options. Each outstanding stock option ("Presidio Stock Option") granted by Presidio to its directors, officers, employees and consultants under the Presidio Equity Plans (as defined below), whether or not vested, shall cease to represent the right to acquire shares of Presidio Common Stock and shall instead be converted automatically into an option to acquire shares of HCC Common Stock as provided below (an "Assumed Option"), and such Assumed Options shall be assumed by HCC on substantially the same terms and conditions as were applicable under the corresponding Presidio Stock Option immediately before the Effective Time, except that after the Effective Time (i) each Assumed Option shall be exercisable (or shall become exercisable by its terms) for a number of shares of HCC Common Stock equal to the product of (A) the number of shares of Presidio Common Stock that would be issuable upon exercise of such Assumed Option outstanding immediately before the Effective Time multiplied by (B) the Per Share Exchange Ratio, rounded to the nearest whole share and (ii) the per share exercise price for the HCC Common Stock issuable upon exercise of such Assumed Option shall be equal to the quotient determined by dividing (A) the per share exercise price for such Presidio Stock Option outstanding immediately before the Effective Time by (B) the Per Share Exchange Ratio, rounded to the nearest whole cent. The term "Presidio Equity Plans" means the Presidio 2016 Equity Incentive Plan and the Presidio 2006 Stock Option Plan, each as amended to date.

(b) Restricted Stock Units. At the Effective Time each outstanding restricted stock unit ("Restricted Stock Units") granted by Presidio to its directors, officers, employees and consultants under the Presidio Equity Plans, whether or not vested, shall cease to represent the right to acquire shares of Presidio Common Stock and shall instead be converted automatically into the right to acquire shares of HCC Common Stock at the Effective Time. The number of shares of HCC Common Stock subject to each Restricted Stock Unit shall be equal to the number of shares of Presidio Common Stock subject to the Restricted Stock Unit immediately prior to the Closing Date multiplied by the Per Share Exchange Ratio, which number of shares of HCC Common Stock shall be delivered to the holders of Restricted Stock Units at Closing, together with cash in lieu of any fractional shares.

(c) Restricted Stock. Immediately prior to the Effective Time, any vesting conditions applicable to each award of restricted common stock of Presidio granted under a Presidio Equity Plan shall, automatically and without any action on the part of the holder thereof and consistent with the terms of the Presidio Equity Plan, accelerate in full and such restricted stock shall become free of any restrictions and any repurchase right shall lapse, and the holder thereof shall be entitled to receive shares of HCC Common Stock in accordance with the Per Share Exchange Ratio, together with cash in lieu of fractional shares, less any applicable taxes required to be withheld with respect to such vesting.

Section 1.05 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 Plan of Merger.

Section 1.06 Procurement of Approvals. HBC and Presidio 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 Plan of Merger, 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.

Section 1.07 Termination and Amendment

(a) Termination. Notwithstanding the approval of this Agreement by the shareholders of Presidio or HCC, this Agreement shall terminate prior to the Effective Time in the event that the Plan of Merger shall be terminated as therein provided.

(b) Amendment. This Agreement may be amended by HCC, HBC and Presidio at any time prior to the Effective Time without the approval of the shareholders of HCC, HBC or Presidio with respect to any of its terms except any change in its principal terms, the terms relating to the form or amount of consideration to be delivered to Presidio shareholders in the Merger or as may otherwise be required by the Plan of Merger or by law. This Agreement may not be amended, except by an instrument in writing signed on behalf of each of the parties hereto.


(c) Counterparts. This 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.

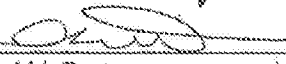
[Continued and to be signed on following page]

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

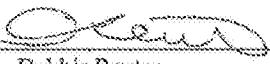
HERITAGE COMMERCIAL CORP

By: 
Keith Wilton
President

By: 
Debbie Reuter
Corporate Secretary

HERITAGE BANK OF COMMERCE

By: 
Keith Wilton
President

By: 
Debbie Reuter
Corporate Secretary

FRESIDIO BANK

By: _____
James R. Woolwine
Chairman

By: _____
Cheryl Whiteside
Corporate Secretary

A0834076

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

HERITAGE COMMERCE CORP

By: _____
Keith Wilson
President

By: _____
Dobbie Rouser
Corporate Secretary

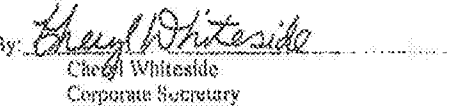
HERITAGE BANK OF COMMERCE

By: _____
Keith Wilson
President

By: _____
Dobbie Rouser
Corporate Secretary

PRESIDENT BANK

By: 
James R. Woolwine
Chairman

By: 
Cheryl Whiteside
Corporate Secretary

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CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

Keith Wilton and Debbie Reuter certify that:

They are the President and the Corporate Secretary, respectively, of HERITAGE COMMERCE CORP, a California corporation.

The Agreement of Merger in the form attached was duly approved by the board of directors of the corporation.

The Agreement of Merger was entitled to be and was approved by the shareholders of Heritage Commerce Corp. The total number of outstanding shares of Common Stock of entitled to vote with respect to the Agreement of Merger was 43,498,406. The principal terms of the Agreement of Merger were approved by a vote that exceeded the vote required. The percentage vote required was more than 50% of the outstanding shares of Common Stock of the corporation. No shares of Preferred Stock are currently outstanding.

We 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.

Executed October 7th, 2019, at San Jose, California.

Keith Wilton
President

Debbie Reuter
Corporate Secretary

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CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

Keith Wilton and Debbie Reuter certify that:

They are the President and the Corporate Secretary, respectively, of HERITAGE BANK OF COMMERCE, a California banking corporation.

The Agreement of Merger in the form attached was duly approved by the board of directors of the corporation.

The Agreement of Merger was entitled to be and was approved by the board of directors of Heritage Bank of Commerce alone under the provisions of Section 1201 of the California General Corporations Law.

We 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.

Executed October 7th, 2019, at San Jose, California.

Keith Wilton
President

Debbie Reuter
Corporate Secretary

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CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

James R. Woolwine and Cheryl Whiteside certify that:


They are the Chairman and the Corporate Secretary, respectively, of PRESIDIO BANK, a California banking corporation.

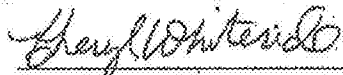
The Agreement of Merger in the form attached was duly approved by the board of directors of the corporation.

The total number of outstanding shares of each class entitled to vote with respect to the Agreement of Merger was 6,330,458 shares of common stock ("Common Stock"). No shares of Preferred Stock are currently outstanding. The principal terms of the Agreement of Merger were approved by a vote that exceeded the vote required. The percentage vote required was more than 50% of the outstanding shares of Common Stock of the corporation.

We 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.

Executed October 7th, 2019, at San Francisco, California.


James R. Woolwine
Chairman


Cheryl Whiteside
Corporate Secretary

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FILED EFFECTIVE

October 11, 2019

3:00 P.M.

Manuel P. Alvarez

Commissioner of Business Oversight


By



JULIE L. JACOB
Senior Counsel



I hereby certify that the foregoing
transcript of _____ 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 08 2019 

Date: _____



ALEX PADILLA, Secretary of State

RECORDED: 10/11/2019

TRADEMARK
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