

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM593897

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	05/05/2020
<b>RESUBMIT DOCUMENT ID:</b>	900561808

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PENSCO Trust Company LLC		05/05/2020	Limited Liability Company: COLORADO

## RECEIVING PARTY DATA

<b>Name:</b>	Pacific Premier Bank
<b>Street Address:</b>	17901 Von Karman Avenue, Suite 1200
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92614
<b>Entity Type:</b>	Chartered Bank: CALIFORNIA

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5646938	CUSTODIAN CONNECT
Registration Number:	5646937	CUSTODIAN CONNECT
Registration Number:	4904365	ALT-NAV
Registration Number:	4843946	THE PENSCO MARKETPLACE
Registration Number:	4721594	PENSCO PLEDGE
Registration Number:	4670862	PENSCO OPPORTUNITY ANALYZER
Registration Number:	4663775	PENSCO MAKES IT POSSIBLE
Registration Number:	4663774	PENSCO
Registration Number:	4275868	PENSCO ADVANTAGETEAM
Registration Number:	4275867	PENSCO ADVISORADVANTAGE
Registration Number:	4306748	
Registration Number:	4274883	PENSCO TRUST COMPANY
Registration Number:	3079226	PENSCO TRUST COMPANY

## CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2024695163  
**Email:** dan.neustadt@hkllaw.com  
**Correspondent Name:** Daniel C. Neustadt  
**Address Line 1:** Holland & Knight LLP  
**Address Line 2:** 800 17th Street NW, Suite 1100  
**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	166359.00005
<b>NAME OF SUBMITTER:</b>	Daniel C. Neustadt
<b>SIGNATURE:</b>	/Daniel C. Neustadt/
<b>DATE SIGNED:</b>	08/25/2020

**Total Attachments: 8**

source=Agreement and Plan of Merger with PENSCO (Stamped and Approved by CA SoS 5.5.20)\_74804533\_1#page1.tif  
source=Agreement and Plan of Merger with PENSCO (Stamped and Approved by CA SoS 5.5.20)\_74804533\_1#page2.tif  
source=Agreement and Plan of Merger with PENSCO (Stamped and Approved by CA SoS 5.5.20)\_74804533\_1#page3.tif  
source=Agreement and Plan of Merger with PENSCO (Stamped and Approved by CA SoS 5.5.20)\_74804533\_1#page4.tif  
source=Agreement and Plan of Merger with PENSCO (Stamped and Approved by CA SoS 5.5.20)\_74804533\_1#page5.tif  
source=Agreement and Plan of Merger with PENSCO (Stamped and Approved by CA SoS 5.5.20)\_74804533\_1#page6.tif  
source=Agreement and Plan of Merger with PENSCO (Stamped and Approved by CA SoS 5.5.20)\_74804533\_1#page7.tif  
source=Agreement and Plan of Merger with PENSCO (Stamped and Approved by CA SoS 5.5.20)\_74804533\_1#page8.tif

A0841453

FILED LBO  
Secretary of State  
State of California

2975467 (surv)

MAY 05 2020 EFFECTIVE DATE

AGREEMENT AND PLAN OF MERGER

JUN 01 2020

Agreement and Plan of Merger, dated as of May 5, 2020 ("Agreement and Plan of Merger"), by and between PENSICO Trust Company LLC ("Seller") and Pacific Premier Bank ("Purchaser Bank").

WITNESSETH:

WHEREAS, Seller is a Colorado-chartered non-depository trust company organized as a limited liability company, which has its principal place of business in Denver, Colorado, and is an indirect subsidiary of Opus Bank, a California-chartered commercial bank ("Opus Bank");

WHEREAS, Purchaser Bank is a California-chartered bank and a wholly-owned subsidiary of Pacific Premier Bancorp, Inc., a Delaware corporation ("Purchaser Parent"), which has its principal place of business in Irvine, California;

WHEREAS, Purchaser Parent, Purchaser Bank and Opus Bank have entered into an Agreement and Plan of Reorganization, dated as of January 31, 2020 (the "Agreement"), pursuant to which Opus Bank will merge with and into Purchaser Bank, with Purchaser Bank as the surviving bank, pursuant to the provisions of the General Corporation Law of the State of California (the "Bank Merger");

WHEREAS, upon consummation of the Bank Merger, Seller will be an indirect wholly-owned subsidiary of Purchaser Bank; and

WHEREAS, the Board of Managers of Seller and the Board of Directors of Purchaser Bank have approved this Agreement and Plan of Merger and approved and deemed it advisable to consummate the Merger (defined below) provided for herein on the terms and conditions herein provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Merger. Subject to the terms and conditions of this Agreement and Plan of Merger, at the Effective Time (as defined below), Seller shall merge with and into Purchaser Bank under the laws of the State of California and State of Colorado. Purchaser Bank shall be the surviving institution of the Merger (the "Surviving Institution") and the separate existence of Seller shall cease.

2. Effectiveness of Merger. The Merger shall become effective at 12:05 a.m., Pacific Standard Time, on June 1, 2020, which shall be immediately following the effective time of the Bank Merger (such date and time being herein referred to as the "Effective Time").

3. Articles of Incorporation and Bylaws. The Articles of Incorporation and the Amended and Restated Bylaws of Purchaser Bank in effect immediately prior to the Effective

Time shall be the governing documents of the Surviving Institution, until thereafter altered, amended or repealed in accordance with their terms and applicable law.

4. Name; Offices. The name of the Surviving Institution shall be "Pacific Premier Bank." The main office of the Surviving Institution shall be the main office of Purchaser Bank immediately prior to the Effective Time. All offices of Seller and Purchaser Bank which were in lawful operation immediately prior to the Effective Time shall continue to be the offices of the Surviving Institution upon consummation of the Merger, subject to the opening or closing of any offices which may be authorized by Seller and Purchaser Bank and applicable regulatory authorities after the date hereof.

5. Directors and Executive Officers. The directors and executive officers of the Surviving Institution immediately after the Merger shall be the directors and executive officers of Purchaser Bank immediately prior to the Merger.

6. Effects of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the General Corporation Law of the State of California and the Colorado Corporations and Associations Act. Without limiting the generality of the foregoing and subject thereto, at the Effective Time:

(a) all rights, franchises and interests of Seller in and to every type of property (real, personal and mixed), tangible and intangible, and choses in action shall be transferred to and vested in the Surviving Institution by virtue of the Merger without any deed or other transfer, and the Surviving Institution, without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, including appointments, designations and nominations, and all other rights and interests as trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, assignee, receiver and committee, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises and interest were held or enjoyed by Seller immediately prior to the Effective Time; and

(b) the Surviving Institution shall be liable for all liabilities of Seller, fixed or contingent, including all deposits, accounts, debts, obligations and contracts thereof, matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records thereof, and all rights of creditors or obligees and all liens on property of Seller shall be preserved unimpaired; after the Effective Time, the Surviving Institution will continue to issue savings accounts on the same basis as immediately prior to the Effective Time.

7. Effect on Shares of Stock and Membership Interests.

(a) Seller. As of the Effective Time, each membership interest of Seller issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled without consideration.

(b) Purchaser Bank. Each share of Purchaser Bank common stock issued and outstanding immediately prior to the Effective Time shall be unchanged and shall remain issued and outstanding.

8. Counterparts. This Agreement and Plan of Merger may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one agreement.

9. Governing Law. This Agreement and Plan of Merger shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the State of California.

10. Amendment. Subject to applicable law, this Agreement and Plan of Merger may be amended, modified or supplemented only by written agreement of Purchaser Bank and Seller at any time prior to the Effective Time.

11. Waiver. Any of the terms or conditions of this Agreement and Plan of Merger may be waived at any time by whichever of the parties hereto is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such waiving party.

12. Assignment. This Agreement and Plan of Merger may not be assigned by any party hereto without the prior written consent of the other party.

13. Termination. This Agreement and Plan of Merger shall terminate upon the termination of the Agreement prior to the Effective Time in accordance with its terms. The Agreement and Plan of Merger may also be terminated at any time prior to the Effective Time by an instrument executed by Seller and Purchaser Bank.

14. Conditions Precedent. The obligations of the parties under this Agreement and Plan of Merger shall be subject to consummation of the Bank Merger and the receipt of all required regulatory approvals.


15. Procurement of Approvals. Seller and Purchaser Bank 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 law, regulation or policies to consummate and make effective the transactions contemplated by this Agreement and Plan of Merger, subject to and in accordance with the applicable provisions of the Agreement, 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 law, regulation or policies.


16. Entire Agreement. Except as otherwise set forth in this Agreement and Plan of Merger and the Agreement, the Agreement and this Agreement and Plan of Merger (including the documents and the instruments referred to herein) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

*[Signature page follows]*

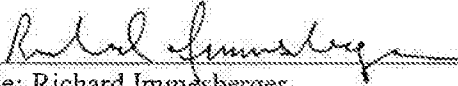
IN WITNESS WHEREOF, each of Purchaser Bank and Seller has caused this Agreement and Plan of Merger to be executed on its behalf by its duly authorized officers.

**PACIFIC PREMIER BANK**

By:   
Name: Steven R. Gardner  
Title: Chairman and Chief Executive Officer

By:   
Name: Steven R. Arnold  
Title: Senior Executive Vice President, General Counsel and Corporate Secretary

**PENSCO TRUST COMPANY LLC**

By:   
Name: Richard Immesberger  
Title: President and Manager

EXECUTION COPY

**CERTIFICATE OF APPROVAL  
OF AGREEMENT AND PLAN OF MERGER  
OF  
PACIFIC PREMIER BANK**

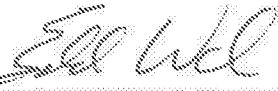
Edward Wilcox and Steven R. Arnold state and certify that:


1. They are the President, and the Executive Vice President, General Counsel and Corporate Secretary, respectively, of Pacific Premier Bank, a California-chartered bank ("Pacific Premier Bank").
2. The principal terms of the attached form of Agreement and Plan of Merger, dated as of May 5, 2020 (the "Merger Agreement"), by and between Pacific Premier Bank and PENSICO Trust Company LLC, a Colorado limited liability company ("PENSICO"), pursuant to which PENSICO will merge with and into Pacific Premier Bank, with Pacific Premier Bank as the surviving institution, was entitled to be and was approved alone by the Board of Directors of Pacific Premier Bank under the provisions of Section 1201 of the California Corporations Code.

*[Signature page follows]*

On the date set forth below, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that the undersigned signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true and correct of his own knowledge.

Signed on May 5, 2020

By:   
Edward Wilcox  
President

By:   
Steven R. Arnold  
Executive Vice President, General Counsel  
and Corporate Secretary



A0841453



State of California Secretary of State

Certificate of Merger

(California Corporations Code sections

1113(g), 3203(g), 6019.1, 6019.1, 9640, 12540.1, 15911.14, 16915(b) and 47710.14)

OBE MERG

IMPORTANT --- Read all instructions before completing this form.

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY Pacific Premier Bank	2. TYPE OF ENTITY Corporation	3. CA SECRETARY OF STATE FILE NUMBER C2975467	4. JURISDICTION CA												
5. NAME OF DISAPPEARING ENTITY PENSCO Trust Company, LLC	6. TYPE OF ENTITY LLC	7. CA SECRETARY OF STATE FILE NUMBER N/A	8. JURISDICTION CO												
9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. (IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.)															
<table border="1"> <thead> <tr> <th colspan="2">SURVIVING ENTITY</th> <th colspan="2">DISAPPEARING ENTITY</th> </tr> <tr> <th>CLASS AND NUMBER</th> <th>AND PERCENTAGE VOTE REQUIRED</th> <th>CLASS AND NUMBER</th> <th>AND PERCENTAGE VOTE REQUIRED</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td>N/A</td> <td>1,000 Units</td> <td>100%</td> </tr> </tbody> </table>		SURVIVING ENTITY		DISAPPEARING ENTITY		CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	N/A	N/A	1,000 Units	100%		
SURVIVING ENTITY		DISAPPEARING ENTITY													
CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED												
N/A	N/A	1,000 Units	100%												
10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT. <input type="checkbox"/> No vote of the shareholders of the parent party was required. <input type="checkbox"/> The required vote of the shareholders of the parent party was obtained.															
11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.															
12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY. PRINCIPAL ADDRESS OF SURVIVING ENTITY _____ CITY AND STATE _____ ZIP CODE _____															
13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.															
14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER Colorado Revised Statutes 7-90-230		15. FUTURE EFFECTIVE DATE, IF ANY 06      01      2020 (Month)    (Day)    (Year)													
16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.															
17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.															
 SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY    DATE 5/4/20		Edward Wilcox, President TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON													
 SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY    DATE 5/4/20		Steven R. Arnold, EVP and Corporate Secretary TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON													
 SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY    DATE 5/4/2020		Richard Immesberger, President and Manager TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON													
 SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY    DATE		TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON													
For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____															

OBE MERGER-1 (REV 01/2016)

APPROVED BY SECRETARY OF STATE



I hereby certify that the foregoing transcript of 7 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

MAY 05 2020 *SN*

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

*Alex Padilla*

ALEX PADILLA, Secretary of State