

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/01/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heritage Oaks Bank		03/27/2017	Chartered bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pacific Premier Bank		
Street Address:	17901 Von Karman Avenue, Suite 1200		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4923747	WE'RE CENTRAL TO THE COAST	
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:	2024695163		
Email:	dan.neustadt@hklaw.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		
ATTORNEY DOCKET NUMBER:	166359.00005		
NAME OF SUBMITTER:	Daniel C. Neustadt		
SIGNATURE:	/Daniel C. Neustadt/		
DATE SIGNED:	09/23/2020		
Total Attachments: 9			
source=HOB Bank Merger Agreement filed with CA SOS and IP disclosure#page1.tif			
source=HOB Bank Merger Agreement filed with CA SOS and IP disclosure#page2.tif			
source=HOB Bank Merger Agreement filed with CA SOS and IP disclosure#page3.tif			

OP \$40.00 4923747

source=HOB Bank Merger Agreement filed with CA SOS and IP disclosure#page4.tif
source=HOB Bank Merger Agreement filed with CA SOS and IP disclosure#page5.tif
source=HOB Bank Merger Agreement filed with CA SOS and IP disclosure#page6.tif
source=HOB Bank Merger Agreement filed with CA SOS and IP disclosure#page7.tif
source=HOB Bank Merger Agreement filed with CA SOS and IP disclosure#page8.tif
source=HOB Bank Merger Agreement filed with CA SOS and IP disclosure#page9.tif

A0795887

APPROVED
March 27, 2017
Jan Lynn Owen
Commissioner of
Business Oversight

2975467 SURV

FILED JRM
Secretary of State
State of California KM

MAR 28 2017

300

By Wallace M. Wong
Wallace M. Wong
Senior Counsel

BANK MERGER AGREEMENT

This Bank Merger Agreement, dated as of April 1, 2017 ("Bank Merger Agreement"), by and between Heritage Oaks Bank ("Heritage Oaks Bank") and Pacific Premier Bank ("Pacific Premier").

WITNESSETH:

WHEREAS, Heritage Oaks Bank is a California-chartered bank and wholly-owned subsidiary of Heritage Oaks Bancorp, a California corporation ("HEOP"), which has its principal place of business in Paso Robles, California; and

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

WHEREAS, PPBI and HEOP have entered into an Agreement and Plan of Reorganization, dated as of December 12, 2016 (the "Agreement"), pursuant to which HEOP will merge with and into PPBI, with PPBI as the surviving corporation (the "Parent Merger"); and

WHEREAS, the Boards of Directors of Heritage Oaks Bank and Pacific Premier have approved and deemed it advisable to consummate the merger provided for herein in which Heritage Oaks Bank would merge with and into Pacific Premier on the terms and conditions herein provided immediately following the effective time of the Parent Merger.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Merger. Subject to the terms and conditions of this Bank Merger Agreement, at the Effective Time, Heritage Oaks Bank shall merge with and into Pacific Premier (the "Merger") under the laws of the State of California. Pacific Premier shall be the surviving corporation of the Merger (the "Surviving Bank") and the separate existence of Heritage Oaks Bank shall cease.

2. Articles of Incorporation and Bylaws. The Articles of Incorporation and the Amended and Restated Bylaws of Pacific Premier in effect immediately prior to the Effective Time shall be the governing documents of the Surviving Bank, until altered, amended or repealed in accordance with their terms and applicable law.

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

4. Directors and Executive Officers. The directors and executive officers of the Surviving Bank immediately after the Merger shall be the directors and executive officers of Pacific Premier immediately prior to the Merger, except that Simone F. Lagomarsino, Michael Morris and Michael Pfau shall be appointed as a directors of Surviving Bank effective as of the Effective Time (as defined below).

5. 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. Without limiting the generality of the foregoing and subject thereto, at the Effective Time:

(a) all rights, franchises and interests of Heritage Oaks Bank 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 Bank by virtue of the Merger without any deed or other transfer, and the Surviving Bank, 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 Heritage Oaks Bank immediately prior to the Effective Time; and

(b) the Surviving Bank shall be liable for all liabilities of Heritage Oaks Bank, 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 Heritage Oaks Bank shall be preserved unimpaired; after the Effective Time, the Surviving Bank will continue to issue savings accounts on the same basis as immediately prior to the Effective Time.

6. Effect on Shares of Stock.

(a) Heritage Oaks Bank. As of the Effective Time, each share of Heritage Oaks Bank common stock 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. Any shares of Heritage Oaks Bank common stock held in the treasury of Heritage Oaks Bank prior to the Effective Time shall be retired and cancelled.

(b) Pacific Premier. Each share of the Pacific Premier's common stock issued and outstanding immediately prior to the Effective Time shall be unchanged and shall remain issued and outstanding.

7. Counterparts. This Bank Merger Agreement 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.

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

9. Amendment. Subject to applicable law, this Bank Merger Agreement may be amended, modified or supplemented only by written agreement of Pacific Premier and Heritage Oaks Bank at any time prior to the Effective Time.

10. Waiver. Any of the terms or conditions of this Bank Merger Agreement 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.

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

12. Termination. This Bank Merger Agreement shall terminate upon the termination of the Agreement prior to the Effective Time in accordance with its terms. The Bank Merger Agreement may also be terminated at any time prior to the Effective Time by an instrument executed by Heritage Oaks Bank and Pacific Premier.

13. Conditions Precedent. The obligations of the parties under this Bank Merger Agreement shall be subject to (i) receipt of approval of the Merger from all governmental and bank regulatory authorities whose approval is required; (ii) receipt of any necessary regulatory approval to operate the main office and the branch offices of Heritage Oaks Bank as offices of Pacific Premier; and (iii) the consummation of the Parent Merger pursuant to the Agreement on or before the Effective Time.

14. Procurement of Approvals. Heritage Oaks Bank and Pacific Premier 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 Bank Merger Agreement, 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 laws and regulations.

15. Effectiveness of Merger. The Merger shall become effective on the date and at the time that this Bank Merger Agreement, as certified by the California Secretary of State, is filed with the California Department of Business Oversight - Division of Financial Institutions, or as set forth in such filing (the "Effective Time").

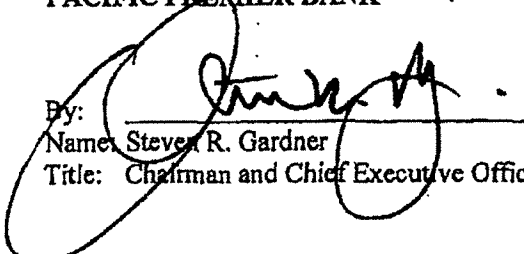
16. Entire Agreement. Except as otherwise set forth in this Bank Merger Agreement and the Agreement, the Agreement and this Bank Merger Agreement (including the documents and the instruments referred to herein) constitute the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. To the extent of a conflict between the terms of the Agreement and the terms of this Bank Merger Agreement, the terms of the Agreement shall control.


[Signature page follows]

A0795887

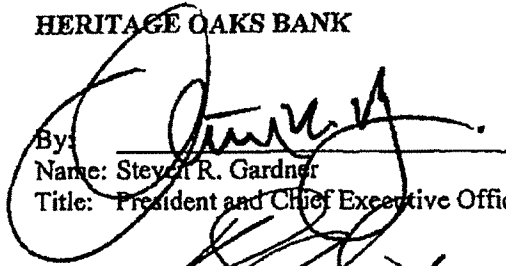
IN WITNESS WHEREOF, each of Pacific Premier and Heritage Oaks Bank has caused this Bank Merger Agreement to be executed on its behalf by its duly authorized officers.

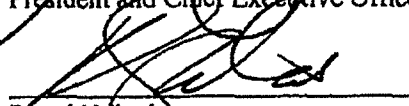
PACIFIC PREMIER BANK

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

By: 
Name: Robert Tidd
Title: Senior Vice President, General Counsel and
Corporate Secretary

HERITAGE OAKS BANK

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

By: 
Name: Ronald Nicolas
Title: Senior Executive Vice President, Chief
Financial Officer and Corporate Secretary

[Signature Page to Bank Merger Agreement]

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Steven R. Gardner and Ronald Nicolas state and certify that:

1. They are the Chairman of the Board and Chief Executive Officer, and the Senior Executive Vice President and Chief Financial Officer, respectively, of Pacific Premier Bank, a California-chartered bank ("Pacific Premier").

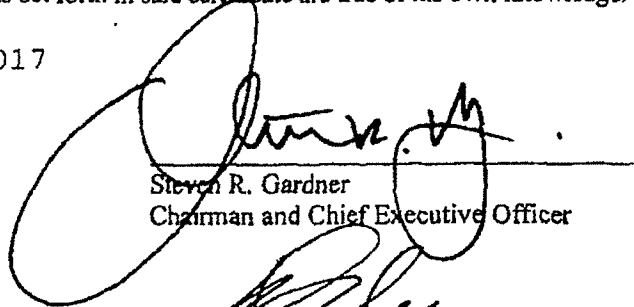
2. The Bank Merger Agreement (the "Merger Agreement") by and between Pacific Premier and Heritage Oaks Bank, a California-chartered bank ("Heritage Oaks"), pursuant to which Heritage Oaks will merge with and into Pacific Premier (the "Merger"), with Pacific Premier as the surviving institution, was entitled to be and was approved alone by the Board of Directors of Pacific Premier under the provisions of Section 1201 of the California Corporations Code.

[Signature page follows]

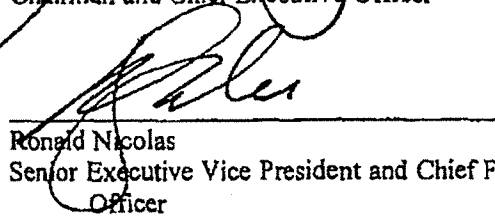
A0795887

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

Signed on March 27, 2017



Steven R. Gardner
Chairman and Chief Executive Officer



Ronald Nicolas
Senior Executive Vice President and Chief Financial Officer

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Steven R. Gardner and Ronald Nicolas state and certify that:

1. As of the Effective Time (as defined in the Merger Agreement), they are the President and Chief Executive Officer, and the Senior Executive Vice President and Chief Financial Officer, respectively, of Heritage Oaks Bank, a California-chartered bank ("Heritage Oaks").

2. The Bank Merger Agreement (the "Merger Agreement") by and between Heritage Oaks and Pacific Premier Bank, a California-chartered bank ("Pacific Premier"), pursuant to which Heritage Oaks will merge with and into Pacific Premier (the "Merger"), with Pacific Premier as the surviving institution, was duly approved by the Board of Directors of Heritage Oaks under the provisions of Section 1200 of the California Corporations Code.

3. Heritage Oaks has one class of stock authorized to vote on the Merger Agreement that consisted of, at the time of the vote, One Million Two Hundred Sixty-Seven Thousand Eight Hundred Forty (1,267,840) shares of common stock outstanding, 100% of which shall be owned by Pacific Premier Bancorp, Inc., a Delaware corporation ("PPBI"), as of the Effective Time.

4. The shareholder percentage vote required to approve the Merger Agreement was the affirmative vote of 100% of the outstanding shares which are entitled to vote on the Merger Agreement.

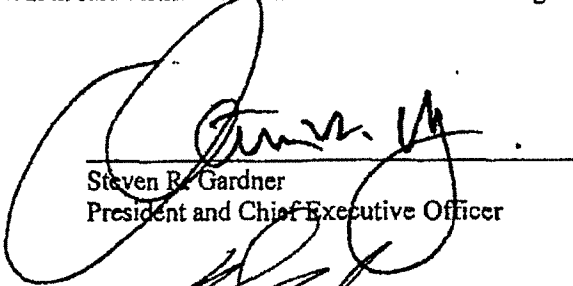
5. The principal terms of the Merger Agreement in the form attached have been approved by PPBI as of the Effective Time by a vote of the number of shares which equaled or exceeded the vote required.

[Signature page follows]

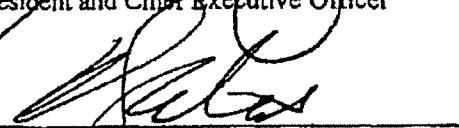
A0795887

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

Signed on March 27, 2017



Steven R. Gardner
President and Chief Executive Officer



Ronald Nicolas
Senior Executive Vice President and Chief Financial
Officer

(Pacific Premier) Heritage Oaks Bank Certificate of Approval (Bank Merger)

TRADEMARK
REEL: 007059 FRAME: 0337



**Section
Number:** **5.03(t)(i)**

Intellectual Property

HEOP Intellectual Property Owned:

Registered Patents – None

Registered Copyrights – None

Registered Trademarks

WE'RE CENTRAL TO THE COAST
Reg. No. 4,923,747 (March 22, 2016)

B BUSINESS FIRST BANK
Reg. No. 3,727,333 (December 22, 2009)

Domain Names

heritageoaksbank.bank
heritageoaks.bank

Attached is a list of additional domain names maintained by HEOP.

Material IP Licensed by HEOP

Accranet/LendServ
Baker Hill
Bankers Toolbox
Bloomberg Financial
BullsEye Telecomm
CBC Innovis
Check-Alt/Eras
CoreLogic
CT Lien Solutions
D+H