

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM726593

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	10/18/2021
<b>RESUBMIT DOCUMENT ID:</b>	900676588

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pacific Mercantile Bank		10/18/2021	Chartered Bank: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Banc of California, National Association
<b>Street Address:</b>	3 MacArthur Place
<b>City:</b>	Santa Ana
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92707
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Serial Number:</b>	90451575	ONE HORIZON
<b>Serial Number:</b>	90451582	ONE HORIZON
<b>Registration Number:</b>	5315220	HORIZON ANALYTICS
<b>Registration Number:</b>	5767337	ECONNECTPAY

## CORRESPONDENCE DATA

**Fax Number:** 3102037199  
**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.**  
**Phone:** 310-277-1010  
**Email:** mcohen@irell.com, trademarks@irell.com  
**Correspondent Name:** Mary E. Cohen/IP Paralegal  
**Address Line 1:** 1800 Avenue of the Stars  
**Address Line 4:** Los Angeles, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	163866-0002
<b>NAME OF SUBMITTER:</b>	Mary E. Cohen/IP Paralegal
<b>SIGNATURE:</b>	/Mary E. Cohen/
<b>DATE SIGNED:</b>	05/09/2022

**Total Attachments: 8**

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Secretary of State  
State of California

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Execution Version

**AGREEMENT AND PLAN OF MERGER  
OF  
PACIFIC MERCANTILE BANK  
AND BANC OF CALIFORNIA, NATIONAL ASSOCIATION**

This Agreement and Plan of Merger (this "Agreement"), dated as of October 18, 2021, is adopted and made by and between BANC OF CALIFORNIA, NATIONAL ASSOCIATION, a national banking association, having its main office at 3 MacArthur Place, Santa Ana, California 92707 ("BOC Bank"), and PACIFIC MERCANTILE BANK, a California state-chartered bank, having its main office at 949 South Coast Drive, Suite 300, Costa Mesa, California 92626 ("PM Bank").

**WITNESSETH:**

WHEREAS, BOC Bank is a national banking association, all the issued and outstanding capital stock of which is owned as of the date hereof directly by Banc of California, Inc., a Maryland corporation ("Parent");

WHEREAS, PM Bank is a California state-chartered bank, all the issued and outstanding capital stock of which is owned as of the date hereof directly by Pacific Mercantile Bancorp, a California corporation ("PM Bancorp");

WHEREAS, Parent and PM Bancorp have entered into an Agreement and Plan of Merger, dated as of March 22, 2021 (the "Parent Merger Agreement"), providing for the merger of PM Bancorp with and into Parent, with Parent as the surviving corporation, pursuant to the provisions of the Maryland General Corporation Law and the California General Corporation Law (the "Parent Merger");

WHEREAS, contingent upon the Parent Merger and promptly following the time at which the Parent Merger becomes effective, the parties to this Agreement intend to effect the merger of PM Bank with and into BOC Bank, with BOC Bank as the surviving institution (the "Bank Merger"), on the terms and subject to the conditions contained in this Agreement; and

WHEREAS, the Board of Directors of PM Bank has adopted a resolution approving this Agreement, authorizing the execution hereof and directing that this Agreement and the Bank Merger contemplated hereby be submitted to the sole shareholder of PM Bank for adoption and approval; and

WHEREAS, the Board of Directors of BOC Bank has adopted a resolution approving this Agreement and the Bank Merger, authorizing the execution hereof and directing that this Agreement hereby be submitted to the sole shareholder of BOC Bank to be ratified and confirmed.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Parent Merger Agreement, the parties hereto agree as follows:

## ARTICLE I

### Constituent Entities

BOC Bank and PM Bank shall be the constituent entities with respect to the Bank Merger.

## ARTICLE II

### Bank Merger

2.1 Bank Merger. Subject to the terms and conditions of this Agreement, effective as of the Effective Time (as defined below), PM Bank shall be merged with and into BOC Bank in accordance with Section 4880 et seq. of the California Financial Code ("CFC") and 12 U.S.C. § 215a, and with the effect provided in Section 4889 of the CFC, Section 1107 of the California General Corporation Law, 12 U.S.C. § 215a and 12 U.S.C. § 1828(c). At the Effective Time (as defined below), the separate existence of PM Bank shall cease, and BOC Bank, as the surviving institution (sometimes hereinafter referred to as the "Surviving Institution"), shall continue its corporate existence as a national banking association. The name of the Surviving Institution shall be "Banc of California, National Association". The parties hereto intend that the Bank Merger qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") and this Agreement shall be, and is hereby adopted as, a "plan of reorganization" for purposes of Sections 354 and 361 of the Code.

2.2 Effective Time. The Bank Merger shall become effective promptly following the effective time of the Parent Merger when all of the conditions precedent to the consummation of the Bank Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof (such date and time being herein referred to as the "Effective Time").

## ARTICLE III

### Charter, Bylaws, Etc.

3.1 Articles of Incorporation. At the Effective Time, the articles of incorporation of BOC Bank in effect immediately prior to the Effective Time shall continue to be the articles of incorporation of the Surviving Institution until thereafter amended in accordance with the applicable law. The articles of incorporation of BOC Bank as in effect immediately prior to the Effective Time are set forth as Exhibit A hereto and incorporated herein by reference.

3.2 Bylaws. At the Effective Time, the bylaws of BOC Bank in effect immediately prior to the Effective Time shall continue to be the bylaws of the Surviving Institution until thereafter amended in accordance with the applicable law.

3.3 Directors. At the Effective Time, the directors of BOC Bank prior to the Effective Time will continue as the directors of the Surviving Institution, until such time as their successors shall be duly elected and qualified.

3.4 Home/Branch Offices. The home office and branch offices of BOC Bank existing immediately prior to the Effective Time shall continue to be the home office and branch offices, respectively, of the Surviving Institution. The main office of PM Bank and all branch offices of BOC Bank and PM Bank that are in lawful operation immediately prior to the Effective Time shall be the branch offices of the Surviving Institution upon consummation of the Bank Merger, subject to the consolidation of any offices that may be authorized by BOC Bank and applicable regulatory authorities after the Effective Time.

#### ARTICLE IV

##### Capital Stock

4.1 Effect on PM Bank Capital Stock. By virtue of the Bank Merger and without any action on the part of the holder of any capital stock of PM Bank, at the Effective Time, all shares of PM Bank capital stock issued and outstanding shall be automatically cancelled and retired and shall cease to exist, and no cash, new shares of common stock, or other property shall be delivered in exchange therefor.

4.2 Effect on BOC Bank Capital Stock. Each share of BOC Bank capital stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and unaffected by the Bank Merger, and such shares shall be the only capital stock of the Surviving Institution as of the Effective Time.

#### ARTICLE V

##### Effect of Bank Merger

The effect of the Bank Merger is as prescribed by law. From and after the Effective Time, and in addition to the effects under applicable law, including, without limitation 12 U.S.C. § 215a: (i) all assets and all rights, franchises, and interests of PM Bank in and to every type of property (including intellectual, 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 Bank Merger without any deed or other transfer; (ii) 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, and receiver, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises, and interests were held or enjoyed by PM Bank immediately prior to the Effective Time; and (iii) the Surviving Institution shall be responsible for all of the liabilities of every kind and description of PM Bank existing as of the Effective Time.

## ARTICLE VI

### Conditions to the Bank Merger

The respective obligations of each of BOC Bank and PM Bank to consummate the Bank Merger are subject to the fulfillment, or written waiver by the party entitled to satisfaction thereof prior to the Effective Time, of each of the following conditions:

(a) This Agreement shall have been ratified and approved by the written consent of the sole shareholder of each of BOC Bank and PM Bank in lieu of a meeting of shareholders, *provided*, that such action by written consent is authorized under the applicable articles of incorporation or bylaws or otherwise provided by law and each of BOC Bank and PM Bank shall have delivered an executed copy of the Officers' Certificate in the form attached hereto as Exhibit B certifying such approvals.

(b) All approvals and authorizations of, filings and registrations with, and notifications to, all governmental authorities required for the consummation of the Bank Merger shall have been obtained or made and shall be in full force and effect and all waiting periods required by law shall have expired;

(c) No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) that is in effect and prohibits consummation of the transactions contemplated by this Agreement; and

(d) The Parent Merger shall have been consummated in accordance with the terms and conditions of the Parent Merger Agreement.

## ARTICLE VII

### Further Documents

If at any time the Surviving Institution shall consider or be advised that any further deeds, assignments, conveyances or assurances in law are necessary or desirable to vest, perfect or confirm of record in the Surviving Institution the title to any property or rights of the constituent entities, or otherwise to carry out the provisions hereof, the persons who were the proper officers and directors of the constituent entities immediately prior to the Effective Time (or their successors in office) shall execute and deliver any and all proper deeds, assignments, conveyances and assurances in law, and do all things necessary or desirable, to vest, perfect or confirm title to such property or rights in the Surviving Institution and otherwise to carry out the provisions hereof.

## ARTICLE VIII

### Termination

In the event that the Parent Merger Agreement is terminated pursuant to Section 7.01 thereof, this Agreement shall be terminated and the Bank Merger provided for

herein shall be abandoned automatically and without any further act or deed by the parties hereto. This Agreement also may be terminated at any time prior to the Effective Time by an instrument executed by each of the parties hereto.

## ARTICLE IX

### Miscellaneous

9.1 Representations and Warranties. Each of the parties hereto represents and warrants that this Agreement has been duly authorized, executed and delivered by such party and constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with the terms hereof.

9.2 Entire Agreement. This Agreement (including the documents and instruments referred to herein and attached hereto) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

9.3 Counterparts. This Agreement may be executed in counterparts (including by facsimile or other electronic means), each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the federal laws of the United States, without regard to choice of law principles, except to the extent that the laws of the State of California shall be applicable hereto.

9.5 Assignment. This Agreement shall not be assignable by operation of law or otherwise.

9.6 Nonsurvival of Agreements. Except for Article VII, none of the agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time or termination of this Agreement as provided in Article VIII.

9.7 Amendment. This Agreement may not be amended, except by an instrument in writing signed on behalf of each of the parties hereto.

9.8 Notices. All notices, requests, instructions and other communications to be given hereunder by any party to the other shall be in writing and shall be deemed given if personally delivered, telecopied (with confirmation) or mailed by registered or certified mail, postage prepaid (return receipt requested), to such party at its address set forth below or such other address as such party may specify by notice to the other party.

If to PM Bank to:

c/o Pacific Mercantile Bancorp  
949 South Coast Drive, Third Floor  
Costa Mesa, California 92626  
Attention: Curt A. Christianssen, Chief Financial Officer

Facsimile: (855) 436-2416  
Email: [curt.christianssen@pmbank.com](mailto:curt.christianssen@pmbank.com)

With a copy to:

Sheppard, Mullin, Richter & Hampton LLP  
650 Town Center Drive, 10<sup>th</sup> Floor  
Costa Mesa, CA 92626  
Attention: Josh Dean  
Facsimile: (714) 428-5991  
Email: [jdean@sheppardmullin.com](mailto:jdean@sheppardmullin.com)

If to BOC Bank to:

c/o Banc of California, Inc.  
3 MacArthur Place  
Santa Ana, California 92707  
Attention: Chief Executive Officer  
With a copy to: General Counsel  
Facsimile: (877) 788-8061  
Email: [jared.wolff@bancofcal.com](mailto:jared.wolff@bancofcal.com);  
With a copy to: [ido.dotan@bancofcal.com](mailto:ido.dotan@bancofcal.com)

With a copy to:

Sullivan & Cromwell LLP  
1888 Century Park East  
Los Angeles, California 90067  
Attention: Patrick S. Brown  
Facsimile: (310) 712-8800  
Email: [brownp@sullcrom.com](mailto:brownp@sullcrom.com)

*[Signature page to follow]*




IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized as of the day and year first written above.

**BANC OF CALIFORNIA, NATIONAL  
ASSOCIATION**

By: 

Name: Ido Dotan  
Title: Executive Vice President,  
General Counsel

**BANC OF CALIFORNIA, NATIONAL  
ASSOCIATION**

By: 

Name: Ido Dotan  
Title: Corporate Secretary

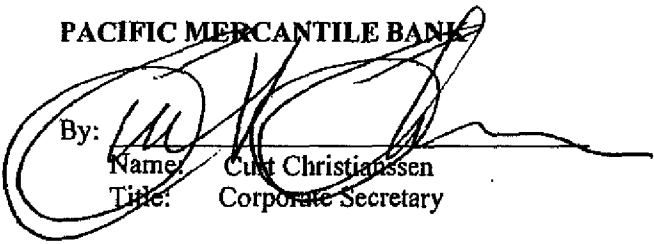
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized as of the day and year first written above.

**PACIFIC MERCANTILE BANK**

By: 

Name: Bradford R. Dinsmore  
Title: President and Chief Executive Officer

**PACIFIC MERCANTILE BANK**

By: 

Name: Curt Christiansen  
Title: Corporate Secretary

*[Signature Page to the Agreement and Plan of Merger]*