

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385295

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	05/20/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ProAmerica Bank State Commercial Bank		05/20/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pacific Commerce Bank		
<b>Street Address:</b>	420 E. Third Street, Suite 100		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90013		
<b>Entity Type:</b>	Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4168265	PROAMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8055458599		
<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>	8055458590		
<b>Email:</b>	mike@stuartmoorelaw.com		
<b>Correspondent Name:</b>	Michael Staub, Esq.		
<b>Address Line 1:</b>	641 Higuera St., Ste 302		
<b>Address Line 4:</b>	San Luis Obispo, CALIFORNIA 93401		
<b>NAME OF SUBMITTER:</b>	Michael. K. Staub		
<b>SIGNATURE:</b>	/Michael K. Staub/		
<b>DATE SIGNED:</b>	05/23/2016		
<b>Total Attachments: 13</b>			
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## Merger Agreement

This Merger Agreement (the "**Merger Agreement**"), dated May 20, 2016, is entered into by and between Pacific Commerce Bank, a California state chartered bank ("**Pacific**"), and ProAmerica Bank, a California state chartered bank ("**Bank**"), with reference to the following facts:

1. Bank is a banking corporation duly organized, validly existing and in good standing under the laws of the State of California.
2. Pacific is a banking corporation duly organized, validly existing and in good standing under the laws of the State of California.
4. Bank, Pacific and Pacific Commerce Bancorp (the "**Bancorp**") have entered into an Agreement and Plan of Merger dated as of December 17, 2015 (the "**Reorganization Agreement**"), which provides for the merger of Bank with and into Pacific (the "**Merger**") in accordance with this Merger Agreement.
5. The respective Boards of Directors of Bank and Pacific deem it desirable and in the best interests of their respective corporations and shareholders that Bank be merged with and into Pacific as provided in the Reorganization Agreement, in accordance with this Merger Agreement, pursuant to the laws of the State of California and that Pacific be the surviving corporation (the "**Surviving Bank**").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements set forth herein and for the purposes of prescribing the terms and conditions of the Merger, the parties hereto agree as follows:

### Article I The Merger

Upon consummation of the Merger at the Effective Time (as hereinafter defined), Bank shall be merged with and into Pacific with Pacific as the Surviving Bank, and the separate corporate existence of Bank shall cease.

### Article II Articles of Incorporation

The Articles of Incorporation of Pacific as in effect immediately prior to the Effective Time shall, at and after the Effective Time, continue to be the Articles of Incorporation of the Surviving Bank.

### Article III Bylaws

The Bylaws of Pacific as in effect immediately prior to the Effective Time shall, at and after the Effective Time, continue to be the Bylaws of the Surviving Bank.

**Article IV**  
**Rights and Duties of Surviving Bank**

Upon the Merger becoming effective, all rights, privileges, franchises and property of Bank, and all debts and liabilities due or to become due to Bank, including things in action and every interest or asset of conceivable value or benefit, shall be deemed fully and finally and without any right of reversion transferred to and vested in the Surviving Bank without further act or deed, and the Surviving Bank shall have and hold the same in its own right as fully as the same was possessed and held by Bank.

Upon the Merger becoming effective, all debts, liabilities, and obligations due or to become due, and all claims or demands for any cause existing against Bank shall be and become the debts, liabilities, obligations of, and the claims and demands against, the Surviving Bank in the same manner as if the Surviving Bank had itself incurred or become liable for them.

Upon the Merger becoming effective, all rights of creditors of Bank, and all liens upon the property of Bank, shall be preserved unimpaired as in effect immediately prior to the time of the merger.

Upon the Merger becoming effective, any action or proceeding pending by or against Bank shall not be deemed to have abated or been discontinued, but may be prosecuted to judgment, with the right to appeal or review as in other cases, as if the merger had not taken place or the Surviving Bank may be substituted for Bank.

**Article V**  
**Conversion of Shares**

In and by virtue of the Merger and at the Effective Time, pursuant to this Merger Agreement, the shares of the Bank's common stock ("**Bank Common Stock**"), and Pacific's common stock ("**Pacific Common Stock**"), outstanding at the Effective Time shall be converted as follows:

- (a) Effect on Pacific Common Stock. Each share of Pacific Common Stock issued and outstanding immediately prior to the Effective Time shall, on and after the Effective Time, pursuant to this Merger Agreement and without any further action on the part of the Surviving Bank or the holders of Pacific Common Stock, remain outstanding and not be affected by the Merger.
- (b) Effect on Bank Common Stock. Each share of Bank Common Stock, except shares of Bank Common Stock that properly perfect their dissenters rights within the meaning of Chapter 13 of the California General Corporation Law ("**CGCL**") at the Effective Time ("**Dissenting Shares**"), issued and outstanding immediately prior to the Effective Time (each, a "**Share**" and, collectively, "**Shares**"), shall become and be converted into the right to receive, at the election of the holder thereof, either:
  - (1) the number of shares of Bancorp's common stock ("**Bancorp's Common Stock**") equal to the quotient of (i) Per Share Cash Consideration (as such term is hereinafter defined) divided by (ii) the Bancorp Average Closing Price (as such term is hereinafter defined). (the "**Exchange Ratio**"); or

- (2) Per Share Cash Consideration (as such term is hereinafter defined); (collectively, the “**Merger Consideration**”).

Each Shareholder (or the beneficial owner through appropriate and customary documentation and instructions) shall make an election (an “**Election**”) on the appropriate election form (the “**Election Form**”) to receive either (i) Bancorp Common Stock (a “**Stock Election**”) with respect to all of such holder’s Bank Common Stock, (ii) cash (a “**Cash Election**”) with respect to all of such holder’s Bank Common Stock, (iii) a specified number of shares of Bank Common Stock to receive Bancorp Common Stock (a “**Combination Stock Election**”) and a specified number of shares of Bank Common Stock to receive cash (a “**Combination Cash Election**”), subject to the provisions contained in this Agreement (with all Shares of Bank Common Stock covered by a Cash Election and a Combination Cash Election being referred to herein as “**Cash Election Shares**” and all Shares of Bank Common Stock covered by a Stock Election and a Combination Stock Election being referred to herein as “**Stock Election Shares**”) or (iv) to indicate that such holder makes no such election with respect to such holder’s Shares of Bank Common Stock.

At the Effective Time, all Shares shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate that immediately prior to the Effective Time represented any Shares (a “**Certificate**”) shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration.

- (c) Dissenting Shares. Dissenting Shares (if any) held by persons who have taken all of the steps required to perfect their rights to receive payment for their shares of Bank Common Stock pursuant to Chapter 13 of the CGCL shall be deemed to have ceased to represent any interest in the Surviving Corporation as of the Effective Time and the holders thereof shall be entitled to such rights as may be specified at the time in the CGCL. If, after the Effective Time, any Dissenting Shares lose their status as Dissenting Shares, each share of Bank Common Stock of such dissenting shareholder shall be converted into Undesignated Shares (as such term is hereinafter defined). Solely for purposes of calculating *pro rata* amounts, any Dissenting Shares shall be deemed to have made a Cash Election and, with respect to such shares, the holders thereof shall not be reallocated Bancorp Common Stock under Article V(d).
- (d) Allocation. Bancorp shall use its best efforts to cause the Exchange Agent (as such term is hereinafter defined) to effect the allocation among the holders of Bank Common Stock of rights to receive Bancorp Stock or cash in the Merger as follows:
- (1) Aggregate Cash Consideration Undersubscribed. If the total number of Cash Election Shares times the Per Share Cash Consideration is less than the Aggregate Cash Consideration (as such term is hereinafter defined), then:
- (A) all Cash Election Shares (other than Dissenters’ Shares) shall be converted into the right to receive cash;

(B) all Undesignated Shares shall then be deemed to be Cash Election Shares to the extent necessary to have the total number of Cash Election Shares times the Per Share Cash Consideration equal to the Aggregate Cash Consideration. If less than all of the Undesignated Shares need to be treated as Cash Election Shares, then the Exchange Agent shall convert on a pro-rata basis as described below in Article V(e) a sufficient number of Undesignated Shares into Cash Election Shares such that the sum of the number of Cash Election Shares, including the re-designated Undesignated Shares, times the Per Share Cash Consideration equals the Aggregate Cash Consideration, and all remaining Undesignated Shares shall thereafter be treated as Stock Election Shares;

(C) if all of the Undesignated Shares are treated as Cash Election Shares under the preceding subsection and the total number of Cash Election Shares times the Per Share Cash Consideration is less than the Aggregate Cash Consideration, then the Exchange Agent shall convert on a pro-rata basis as described below in Article V(e) a sufficient number of Stock Election Shares into Cash Election Shares (“**Reallocated Cash Shares**”) such that the sum of the number of Cash Election Shares plus the number of Reallocated Cash Shares times the Per Share Cash Consideration equals the Aggregate Cash Consideration, and all Reallocated Cash Shares will be converted into the right to receive cash; and

(D) the Stock Election Shares which are not Reallocated Cash Shares shall be converted into the right to receive Bancorp Common Stock.

(2) Aggregate Cash Consideration Oversubscribed. If the number of Cash Election Shares times the Per Share Cash Consideration is greater than the Aggregate Cash Consideration, then:

(A) all Stock Election Shares shall be converted into the right to receive Bancorp Common Stock;

(B) all Undesignated Shares shall then be deemed to be Stock Election Shares to the extent necessary to have the total number of Cash Election Shares times the Per Share Cash Consideration equal to the Aggregate Cash Consideration. If less than all of the Undesignated Shares need to be treated as Stock Election Shares, then the Exchange Agent shall convert on a pro-rata basis as described below in Article V(e) a sufficient number of Undesignated Shares into Stock Election Shares such that the sum of the number of Cash Election Shares, including the remaining Undesignated Shares, times the Per Share Cash Consideration equals the Aggregate Cash Consideration;

(C) if all of the Undesignated Shares are treated as Stock Election Shares under the preceding subsection and the total number of Cash Election Shares times the Per Share Cash Consideration is more than the Aggregate Cash Consideration, the Exchange Agent shall convert on a pro rata basis as described below in Article V(e) a sufficient number of Cash Election Shares (“**Reallocated Stock Shares**”) such that the number of remaining Cash Election Shares times the Per Share Cash

Consideration equals the Aggregate Cash Consideration, and all Reallocated Stock Shares shall be converted into the right to receive Bancorp Common Stock; and

(D) the Cash Election Shares which are not Reallocated Stock Shares shall be converted into the right to receive cash.

(3) Aggregate Cash Consideration Satisfied. If the number of Cash Election Shares times the Per Share Cash Consideration is equal to the Aggregate Cash Consideration, then subparagraphs (e)(1) and (2) above shall not apply and all Cash Election Shares shall be converted into the right to receive cash and all Undesignated Shares and all Stock Election Shares will be converted into the right to receive Bancorp Common Stock.

(e) Pro Rata Reallocations. In the event that the Exchange Agent is required pursuant to Article V(d)(1) or (2) to convert some, but not all, Undesignated Shares into Cash Shares and/or Stock Election Shares, or Stock Election Shares into Reallocated Cash Shares, or Cash Election Shares into Reallocated Stock Election Shares, all such conversions shall be done on a pro rata basis.

(f) Consideration Limitation. Notwithstanding any other provision of this Agreement to the contrary, at the Effective Time:

(1) the number of shares of Bancorp Common Stock to be issued in the Merger when multiplied by the Bancorp Average Closing Price shall be equal to and not exceed the Aggregate Stock Consideration; and

(2) the Aggregate Cash Consideration shall be equal to the Aggregate Cash Consideration.

(g) Fractional Shares. No fractional shares of Bancorp Common Stock shall be issued in the Merger. In lieu thereof, each holder of Bank Common Stock who would otherwise be entitled to receive fractional shares shall be entitled to receive a cash payment in lieu thereof, which payment shall be calculated by Computershare (the "Exchange Agent") and shall represent such holder's proportionate interest in a share of Bancorp Common Stock.

(h) Definitions. For purposes of this Article V, the following definitions shall apply:

**"Aggregate Cash Consideration"** means \$5.25 multiplied by the number of shares of Bank Common Stock outstanding of the date of this Agreement plus (A) the product of (i) the Per Share Cash Consideration times (ii) the number of shares of Bank Common Stock issued between the date of this Agreement and the Effective Date pursuant to the exercise of Bank Stock Options times (iii) 50%, plus (B) any amounts payable in respect of the number of Dissenters' Shares.

**"Bancorp Average Closing Price"** means the average of the last reported sales prices of Bancorp Common Stock reported on the Over-The-Counter Bulletin Board exchange during the period of twenty (20) trading days ending on and including the Measurement Date, regardless of trading volume or lack thereof.

“**Measurement Date**” means the fifth trading day immediately preceding the Effective Time.

“**Per Share Cash Consideration**” means \$10.50.

“**Required Stock Amount**” means the lowest whole number of share of Bancorp Common Stock, which, if multiplied by the Bancorp Average Closing Price, results in a dollar amount equal to fifty percent (50%) of the Merger Consideration.

“**Undesignated Shares**” shall mean any Bank Common Stock with respect to which the holder (or the beneficial owner, as the case may be) shall not have submitted to the Exchange Agent, an effective, properly completed Election Form received prior to 5:00 P.M. California time on or before June 9, 2016 (the “**Election Deadline**”), or such later time and date as Pacific and Bank may mutually agree prior to the Effective Time. If a shareholder either (i) does not submit a properly completed Election Form by the Election Deadline, (ii) revokes an Election Form prior to the Election Deadline and does not resubmit a properly completed Election Form prior to the Election Deadline, or (iii) fails to perfect the right to dissent under applicable law, the shares of Bank Common Stock held by such shareholder shall be deemed Undesignated Shares.

#### **Article VI** **Further Action**

The parties hereto shall execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken all further or other action as they may deem necessary or desirable in order to vest in and confirm to the Surviving Bank title to and possession of all of Bank’s and Pacific’s property, rights, privileges, powers and franchises hereunder, and otherwise to carry out the intent and purposes of this Merger Agreement.

#### **Article VII** **Effective Time**

The Merger will become effective upon the filing, in accordance with Section 4887 of the California Financial Code, of a copy of this Merger Agreement (bearing the certification of the Secretary of State of the State of California) and all other requisite accompanying certificates in the office of the Commissioner of the California Department of Business Oversight (the “**Commissioner**”). (The date and time of such filing with the Commissioner is referred to herein as the “**Effective Time**”).

#### **Article VIII** **Successors and Assigns**

This Merger Agreement shall be binding upon and enforceable by the parties hereto and their respective successors, assigns and transferees, but this Merger Agreement may not be assigned by either party without the written consent of the other.



Article IX  
Governing Law

This Merger Agreement has been executed in the State of California, and the laws of the State of California shall govern the validity and interpretation hereof and the performance by the parties hereto.

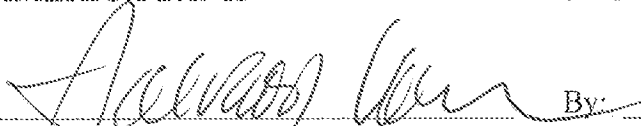
Article X  
Termination

This Merger Agreement may, by the mutual consent and action of the Boards of Directors of Bank and Pacific, be abandoned at any time before or after approval thereof by the shareholders of Bank and Pacific, but not later than the Effective Time.

IN WITNESS WHEREOF, Bank and Pacific, pursuant to the approval and authority duly given by resolution of their respective Boards of Directors, have caused this Merger Agreement to be signed by their respective Chairman of the Board or Chief Executive Officer and Secretary on the day and year first above written.

**PROAMERICA BANK**

**PACIFIC COMMERCE BANK**

By:   
Sal Varela, President and CEO

By: \_\_\_\_\_  
Frank J. Mercardante,  
Chief Executive Officer

By:   
Lloyd Moromisato, Secretary

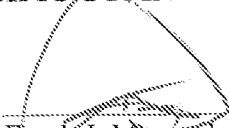
By: \_\_\_\_\_  
Georgiana Yoshioka, Secretary

IN WITNESS WHEREOF, Bank and Pacific, pursuant to the approval and authority duly given by resolution of their respective Boards of Directors, have caused this Merger Agreement to be signed by their respective Chairman of the Board or Chief Executive Officer and Secretary on the day and year first above written.

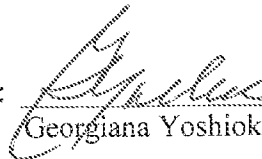
**PROAMERICA BANK**

**PACIFIC COMMERCE BANK**

By: \_\_\_\_\_  
Sal Varela, President and CEO

By: \_\_\_\_\_  
  
Frank J. Mercardante,  
Chief Executive Officer

By: \_\_\_\_\_  
Lloyd Moromisato, Secretary

By: \_\_\_\_\_  
  
Georgiana Yoshioka, Secretary

**Certificate of Approval  
of  
Merger Agreement**

Frank J. Mercardante and Georgiana Yoshioka certify that:

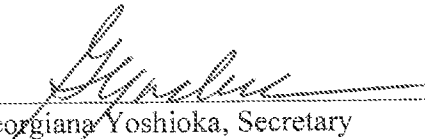
1. They are the Chief Executive Officer and Secretary, respectively, of Pacific Commerce Bank, a California bank ("**Pacific**").
2. This certificate is attached to the Merger Agreement dated May 20, 2016, by and between ProAmerica Bank, a California state chartered bank ("**Bank**"), and Pacific, which provides for the merger of Bank with and into Pacific ("**Merger**").
3. The Merger Agreement in the form attached was duly approved by the Board of Directors and shareholders of Pacific.
4. Pacific has two classes of stock authorized consisting of shares of Common Stock and Preferred Stock. Pacific has 6,563,795 shares of Common Stock outstanding which were entitled to vote on the Merger. There are not any shares of Preferred Stock outstanding at this time.
5. The principal terms of the Merger Agreement in the form attached were approved by Pacific by the vote of a number of shares of its capital stock which equaled or exceeded the vote required.
6. The percentage vote required is more than 50% of the outstanding shares which were entitled to vote on the Merger.

[Signatures on following page.]

We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct of our own knowledge.

Executed at Los Angeles, California on May 20, 2016.

  
\_\_\_\_\_  
Frank J. Mercardante, Chief Executive Officer

  
\_\_\_\_\_  
Georgiana Yoshioka, Secretary

**Certificate of Approval  
of  
Merger Agreement**

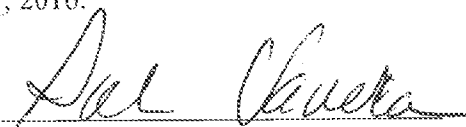
Sal Varela and Lloyd Moromisato certify that:

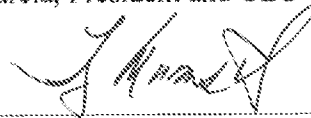
1. They are the President and Chief Executive Officer and Secretary, respectively, of ProAmerica Bank, a California state chartered bank (“**Bank**”).
2. This certificate is attached to the Merger Agreement dated May 20, 2016, by and between Pacific Commerce Bank, a California bank (“**Pacific**”), and Bank, which provides for the merger of Bank with and into Pacific (“**Merger**”).
3. The Merger Agreement in the form attached was duly approved by the Board of Directors of Bank.
4. Bank has two classes of stock authorized consisting of shares of Common Stock and Preferred Stock. Bank has 2,877,250 shares of Common Stock outstanding which were entitled to vote on the Merger, and no shares of Preferred Stock outstanding.
5. The principal terms of the Merger Agreement in the form attached were approved by Bank by the vote of a number of shares of its capital stock, as of the record date, which equaled or exceeded the vote required.
6. The percentage vote required is more than 50% of the outstanding shares which were entitled to vote on the Merger.

[Signatures on following page.]

We certify 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 at Los Angeles, California on May 20, 2016.

  
\_\_\_\_\_  
Sal Varela, President and CEO

  
\_\_\_\_\_  
Lloyd Moromisato, Secretary