

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3576429

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	10/06/2015

**CONVEYING PARTY DATA**

Name	Execution Date
SQUARE 1 BANK	10/06/2015

**RECEIVING PARTY DATA**

<b>Name:</b>	PACIFIC WESTERN BANK
<b>Street Address:</b>	10250 CONSTELLATION BOULEVARD
<b>City:</b>	LOS ANGELES
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	13577083

**CORRESPONDENCE DATA****Fax Number:** (610)640-1965*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:** 610-640-5800**Email:** shuard@stradley.com**Correspondent Name:** STRADLEY RONON STEVENS & YOUNG LLP**Address Line 1:** 30 VALLEY STREAM PARKWAY**Address Line 4:** MALVERN, PENNSYLVANIA 19355

<b>ATTORNEY DOCKET NUMBER:</b>	185519-3036
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER M. SPLETZER, SR.
<b>SIGNATURE:</b>	/Christopher M. Spletzer, Sr./
<b>DATE SIGNED:</b>	10/20/2015

**Total Attachments: 16**

source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page1.tif

source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page2.tif

source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page3.tif

source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page4.tif

source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page5.tif

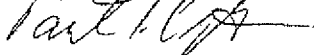
source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page6.tif  
source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page7.tif  
source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page8.tif  
source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page9.tif  
source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page10.tif  
source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page11.tif  
source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page12.tif  
source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page13.tif  
source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page14.tif  
source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page15.tif  
source=PACIFIC WESTERN BANK - CA - Merger Filing - Domestic#page16.tif

APPROVED  
October 5, 2015

JAN LYNN OWEN  
Commissioner of Business Oversight

2926405 SWB

EXECUTION VERSION

By   
PAUL T. CRAYTON  
Senior Counsel

AGREEMENT AND PLAN OF MERGER  
OF  
SQUARE 1 BANK  
AND PACIFIC WESTERN BANK

FILED   
Secretary of State  
State of California

OCT 06 2015

This Agreement and Plan of Merger (this "Agreement"), dated as of *See* August 8, 2015, is adopted and made by and between PACIFIC WESTERN BANK, a California state-chartered bank, having its main office at 10250 Constellation Boulevard, Los Angeles, California 90067 ("PWB"), and SQUARE 1 BANK, a *de novo* North Carolina state-chartered bank, having its main office at 406 Blackwell Street, Suite 240, Durham, North Carolina 27701 ("S1B").

WITNESSETH:

WHEREAS, PWB is a California state-chartered bank, all the issued and outstanding capital stock of which is owned as of the date hereof directly by PacWest Bancorp, a Delaware corporation ("Parent");

WHEREAS, S1B is a *de novo* North Carolina commercial bank, all the issued and outstanding capital stock of which is owned as of the date hereof directly by Square 1 Financial, Inc., a Delaware corporation ("Square 1");

WHEREAS, Parent and Square 1 have entered into an Agreement and Plan of Merger, dated as of March 1, 2015 (the "Parent Merger Agreement"), providing for the merger of Square 1 with and into Parent, with Parent as the surviving corporation, pursuant to the provisions of the General Corporation Law of the State of Delaware (the "Parent Merger");

WHEREAS, contingent upon the Parent Merger and immediately following the time at which the Parent Merger becomes effective, the parties to this Agreement intend to effect the merger of S1B with and into PWB, with PWB as the surviving institution (the "Bank Merger"), on the terms and subject to the conditions contained in this Agreement; and

WHEREAS, the respective Boards of Directors of PWB and S1B have each 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 each of PWB and S1B for adoption and approval.

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

PWB and S1B 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), S1B shall be merged with and into PWB in accordance with Section 4880 et seq. of the California Financial Code ("CFC") and Section 53C-7-201 et seq. of the North Carolina General Statutes ("NCGS"), and with the effect provided in Section 4889 of the CFC, Section 1107 of the California General Corporation Law and Section 53C-7-205 of the NCGS. At the Effective Time (as defined below), the separate existence of S1B shall cease, and PWB, as the surviving institution (sometimes hereinafter referred to as the "Surviving Institution"), shall continue unaffected and unimpaired by the Bank Merger. The name of the Surviving Institution shall be "Pacific Western Bank."

2.2 Effective Time. The Bank Merger shall become effective immediately 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 PWB 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 PWB 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 PWB 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 PWB 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 PWB existing immediately prior to the Effective Time shall continue to be the home office and branch offices, respectively, of the Surviving Institution. As of the date of this Agreement, S1B operates only one branch office, which is its home office located at 406 Blackwell Street, Suite 240, Durham, North Carolina 27701. Immediately following the Effective Time, the Surviving Institution shall continue to operate such office of S1B as a branch office of the Surviving Institution at the address stated above.

## ARTICLE IV

## Capital Stock

4.1 Effect on S1B Capital Stock. By virtue of the Bank Merger and without any action on the part of the holder of any capital stock of S1B, at the Effective Time, all shares of S1B 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 PWB Capital Stock. Each share of PWB capital stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and unaffected by the Bank Merger.

## ARTICLE V

## Effect of Bank Merger

The effect of the Bank Merger is as prescribed by law. From and after the Effective Time, (i) the separate existence of S1B shall cease, and the Surviving Institution shall succeed, without other transfer, to all the rights and property of S1B and shall be subject to all the debts and liabilities of S1B in the same manner as if the Surviving Institution had itself incurred them; (ii) all rights of creditors and all liens upon the property of S1B and PWB shall be preserved unimpaired, *provided* that any liens upon property of S1B shall be limited to the property affected thereby immediately prior to the Effective Time; and (iii) any action or proceeding pending by or against S1B may be prosecuted to judgment, which shall bind the Surviving Institution, or the Surviving Institution may be proceeding against or substituted in place of S1B.

## ARTICLE VI

## Conditions to the Bank Merger

The respective obligations of each of PWB and S1B 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 PWB and S1B 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 PWB and S1B 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 laws of the State of California, without regard to choice of law principles, except to the extent that the federal laws of the United States 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 S1B to:

Square 1 Bank  
406 Blackwell Street, Suite 240  
Durham, North Carolina 27701  
Attention: Leah Webb  
Facsimile: (919) 314-3110

With a copy to:

Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, New York 10019  
Attention: Matthew M. Guest  
Facsimile: (212) 403-2000

If to PWB to:

Pacific Western Bank  
c/o PacWest Bancorp  
5404 Wisconsin Avenue, Second Floor  
Chevy Chase, Maryland 20815  
Attention: Kori L. Ogrosky  
Facsimile: (301) 272-3423

With a copy to:

Sullivan & Cromwell LLP  
1888 Century Park East  
Los Angeles, California 90067  
Attention: Patrick S. Brown  
Facsimile: (310) 712-8800

*[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.

PACIFIC WESTERN BANK

By: [Signature]  
Name: Kori L. Ograsky  
Title: EVP, Corporate Secretary

By: [Signature]  
Name: PATRICK J. RYAN  
Title: CFO, EVP

SQUARE 1 BANK

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Bank Merger Agreement]

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 WESTERN BANK

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

SQUARE 1 BANK

By: *Douglas H. Bower*  
Name: Douglas H. Bower  
Title: Pres & CEO

By: *Beth Reeves*  
Name: Beth Reeves  
Title: VP, Corporate Secretary

[Signature Page to Bank Merger Agreement]

EXHIBIT A  
ARTICLES OF INCORPORATION

2926405

APPROVED

September 12, 2006

MICHAEL A. KELLEY

Acting Commissioner of Financial Institutions

By

*Kenneth Sayre-Peterson*  
 KENNETH SAYRE-PETERSON  
 Assistant General Counsel

ARTICLES OF INCORPORATION

OF

PACIFIC WESTERN BANK

**ENDORSED - FILED**  
 in the office of the Secretary of State  
 of the State of California

SEP 12 2006

FIRST: The name of the corporation (hereinafter referred to as the "Corporation") is:  
 Pacific Western Bank.

SECOND: The existence of the corporation is perpetual.

THIRD: The purpose of the Corporation is to engage in commercial banking business and any other lawful activities which are not, by applicable laws or regulations, prohibited to a commercial bank.

FOURTH: The name of the Corporation's initial agent for service of process within the State of California in accordance with the provisions of subdivision (b) of Section 1502 of the Corporations Code of the State of California is:

Jared M. Wolff  
 120 Wilshire Boulevard  
 Santa Monica, California 90401

FIFTH: The Corporation is authorized to issue only one class of shares, and the total number of shares that the Corporation is authorized to issue is one hundred (100). The Board of Directors of the corporation may issue any or all of the aforesaid authorized shares of the corporation from time to time for such consideration as it shall determine and may determine from time to time the amount of such consideration, if any, to be credited to paid-in surplus.

SIXTH: (a) The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

(b) The Corporation is authorized to indemnify its agents to the fullest extent permissible under California law. For purposes of this provision, the term "agent" has the meaning set forth from time to time in Section 317 of the California Corporations Code.

(c) Any amendment, repeal or modification of any provision of this Article Sixth shall not adversely affect any right of protection of an agent of this Corporation existing at the time of such amendment, repeal or modification.

IN WITNESS WHEREOF, the undersigned Incorporator has executed the foregoing Articles of Incorporation on September 11, 2006.

*Jared M. Wolff*  
 Jared M. Wolff, Incorporator



PATENT

REEL: 036828 FRAME: 0551

EXHIBIT B

Certificate of Approval  
of  
Agreement of Merger

\_\_\_\_\_ and \_\_\_\_\_ certify that:

1. They are the [•] and [•], respectively, of [Pacific Western Bank, a California state-chartered bank][Square 1 Bank, a *de novo* North Carolina state-chartered bank].
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors and by the sole shareholder of [Pacific Western Bank][Square 1 Bank] by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the sole shareholder, which held 100% of the outstanding shares of [Pacific Western Bank][Square 1 Bank].
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is [100][ 9,900,000].

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.

Date: \_\_\_\_\_, 2015

\_\_\_\_\_  
[Name]  
[Title]

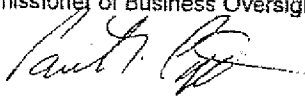
\_\_\_\_\_  
[Name]  
[Title]

APPROVED

October 5, 2015

JAN LYNN OWEN  
Commissioner of Business Oversight

By

  
PAUL T. CRAYTON  
Senior CounselCertificate of Approval  
of  
Agreement of Merger

Patrick Oakes and Beth Reeves certify that:

1. They are the Executive Vice President and Chief Financial Officer and the Vice President, Corporate Secretary, respectively, of Square 1 Bank, a *de novo* North Carolina state-chartered bank.

2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors and by the sole shareholder of Square 1 Bank by a vote that equaled or exceeded the vote required.

3. The shareholder approval was by the sole shareholder, which held 100% of the outstanding shares of Square 1 Bank.

4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 9,900,000.

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.

Date: September 29, 2015

*[Signature page follows]*



Name: PATRICK O'NEIL  
Title: RUP & CFO



Name: Beth Reeves  
Title: VP, Corporate Secretary

[Signature Page to the Certificate of Approval]

**Certificate of Approval  
of  
Agreement of Merger**

Patrick Rusnak and Kori Ogrosky certify that:

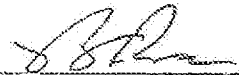
1. They are the executive vice president and the corporate secretary, respectively, of Pacific Western Bank, a California state-chartered bank.
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors and by the sole shareholder of Pacific Western Bank by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the sole shareholder, which held 100% of the outstanding shares of Pacific Western Bank.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 100.

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.

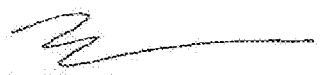
Date: September 29, 2015

*[Signature page follows]*





Name: Patrick Rusnak  
Title: EVP



Name: Kori L. Ogrusky  
Title: EVP, Corporate Secretary



*[Signature Page to the Certificate of Approval]*



I hereby certify that the foregoing  
transcript of 12 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 07 2015

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

Handwritten signature of Alex Padilla in cursive script.

ALEX PADILLA, Secretary of State

**PATENT**

**REEL: 036828 FRAME: 0557**

**RECORDED: 10/20/2015**