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FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Imperial Bank
Individual(s) Association
General Partnership Limited Partnership
Corporation-State -California
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Comerica Incorporated
Internal Address: 500 Woodward Ave
Street Address: 500 Woodward Ave., 33rd Floor
City: Detroit State: MI Zip: 48226
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: September 25, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) SEE EXHIBIT A ATTACHED
B. Trademark Registration No.(s) SEE EXHIBIT A ATTACHED
Additional number(s) attached Yes No

74558954

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: C. Vance Borngesser
Internal Address:
Street Address: 500 Woodward Ave. MC 3391
City: Detroit State: MI Zip: 48226

6. Total number of applications and registrations involved: 8
7. Total fee (37 CFR 3.41): \$ 215.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
C. Vance Borngesser
Name of Person Signing Signature Date 1-11-02

02/22/2002 DBYRNE 00000121 74558954
01 FC:481
02 FC:482

Total number of pages including cover sheet, attachments, and document: 10
40.00 documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231
175.00 OP

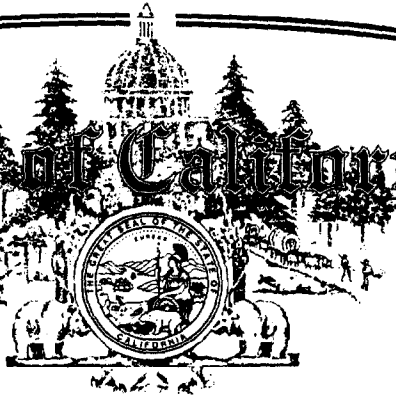
## Exhibit A

### Trademark Application Numbers

### Trademark Registration Numbers

1.	74558954	1,945,222
2.	74558953	1,974,583
3.	74558952	1,974,582
4.	73483230	1,362,386
5.	73046589	1,163,020
6.	73343278	1,432,990
7.	76012199	
8.	75311743	

# State of California



## SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of   7   page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 25 2001



Secretary of State

APPROVED

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

SEP 25 2001

BILL JONES, Secretary of State

AGREEMENT OF MERGER

Between

COMERICA BANK - CALIFORNIA

And

IMPERIAL BANK

Under the Charter of

COMERICA BANK - CALIFORNIA

Under the title of

COMERICA BANK - CALIFORNIA

SEP 24 2001

DONALD R. MEYER  
Commissioner of  
Financial Institutions  
By



James M. Patten  
Staff Counsel

THIS AGREEMENT OF MERGER, dated as of September 18, 2001, between Imperial Bank ("Imperial"), a bank organized under the laws of State of California, the headquarters of which is located in the city of Los Angeles, county of Los Angeles, state of California, with capital consisting of 10,000 shares of common stock, par value \$1,500 per share, and 160,000 shares of Series A preferred stock, par value \$10.00 per share, and Comerica Bank- California ("Comerica California"), a bank organized under the laws of State of California, the headquarters of which is located in the city of San Jose, county of Santa Clara, state of California, with capital consisting of 5,000,000 shares of common stock, and 2,000,000 shares of serial preferred stock, each with no par value, each pursuant to a resolution of its board of directors, adopted by the unanimous vote of its directors, and a consent resolution of the sole shareholder of each, pursuant to the authority given by and in accordance with the applicable provisions of law and subject to the approval of the applicable regulatory agency.

WITNESSETH:

WHEREAS, Comerica California and Imperial are wholly-owned subsidiaries of Comerica Holdings Incorporated ("Parent"), a Delaware corporation, registered as a financial holding company under the Bank Holding Company Act of 1956, as amended; and

WHEREAS, the Boards of Directors of Imperial and Comerica California deem it in the best interests of Imperial and Comerica California, the public which they serve and Parent, their sole shareholder, to consolidate and merge Imperial into Comerica California under the provisions of applicable law.

NOW THEREFORE, in consideration of the agreements contained herein, the Boards of Directors of Imperial and Comerica California hereby adopt this Agreement of Merger, and agree that the plan for the consummation of their merger shall be as follows:

**Section 1.** Upon the Effective Date, as defined below, of the merger, Imperial and Comerica California (the "Merging Parties") shall be consolidated under the charter of Comerica California and Comerica California shall be the surviving entity, and the separate corporate existence of Imperial shall cease.

**Section 2.** The name of the surviving institution (the "Surviving Institution") shall be Comerica Bank - California, which shall be a California chartered bank.

**Section 3.** The Surviving Institution shall engage in the business of banking and providing trust services and any business related or incidental thereto, with all of the powers, and subject to all of the limitations and restrictions, conferred or imposed by applicable laws of the State of California and the United States of America. The corporate term of the Surviving Institution shall be the corporate term of Comerica California. This business shall be conducted by the Surviving Institution at its main office, which shall be located at 333 W. Santa Clara, San Jose, California, and at its legally established branches, administrative offices and trust representative offices.

**Section 4.** The amount of capital stock of the Surviving Institution shall be divided into 5,000,000 shares of common stock, with no par value per share, and 2,000,000 shares of serial preferred stock, with no par value per shares, which shares shall be vested equally, share for share, with the voting rights and all other rights, powers and privileges, without qualification, limitation or restriction, of one share over another.

**Section 5.** The persons listed below shall be the directors of the Surviving Institution until the next annual meeting of the shareholders of the Surviving Institution or until their successors are duly elected and qualified:

George L. Graziadio, Jr. - Chairman  
Norman P. Creighton, Vice Chairman  
Theodore J. Biagini  
Walter T. Kaczmarek  
Jack C. Carsten  
Elinor Weiss Mansfield  
Leo E. Chavez  
Jack W. Conner  
Lowell W. Morse  
J. Philip DiNapoli  
N. John Douglas  
Edward P. Roski, Jr.  
J. Michael Fulton  
David C. White  
Lewis N. Wolff

**Section 6.** The persons listed below shall be the senior officers of the Surviving Institution, holding the positions listed next to their respective names, until such persons resign or are removed from such positions:

J. Michael Fulton	President and CEO
Walt Kaczmarek	EVP/Commercial Real Estate
David White	EVP/Corporate Financial Services - South
Barbara DeBenedetto	Secretary
Mark W. Yonkman	Assistant Secretary
Mary Aksamit	Assistant Secretary
David B. Stephens	Executive Vice President
Dan Kawamoto	Executive Vice President, Personal Banking Division, Chief Financial Officer

**Section 7.** The Articles of Association of Comerica California shall be the Articles of Association of the Surviving Institution.

**Section 8.** The Bylaws of Comerica California in effect immediately prior to the Effective Date of the merger, as amended, shall be and constitute the Bylaws of the Surviving Institution until the same shall thereafter be altered, amended or repealed.

**Section 9.** The merger shall be consummated and become effective on the "Effective Date". The Effective Date is as prescribed by law. The merger is subject to the terms and conditions of this Agreement of Merger and in accordance with Sections 4880-4891 of the California Financial Code, the Agreement of Merger, having been filed with the Secretary of State with the approval of the commissioner endorsed thereon, and having been certified by the Secretary of State and filed with the commissioner; provided, however, that the date must follow, among other things, the approval of the merger by the shareholders of both entities and by the commissioner of the California Department of Financial Institutions.

**Section 10.** At the Effective Date of the merger, the corporate existence of the Merging Parties shall be consolidated into and continued in the Surviving Institution, which shall be deemed to be the same corporation as each of the Merging Parties, possessing all the rights, privileges, powers and franchises, and subject to all the restrictions, disabilities and duties of the Merging Parties, except as such rights, privileges, powers and franchises may be limited by law. Upon the merger becoming effective, all the provisions of law regarding the effects of merger shall be effective with respect to the merger and the Surviving Institution, including, without limitation, the following:

A. All of the rights, interests, privileges, powers, and franchises of the Merging Parties, both of a public and private nature, shall vest in the Surviving Institution without further act or deed as effectively as the same were vested in the Merging Parties prior to the merger.

B. All property, real, personal and mixed, including, without limitation, all debts due, chooses in action of every description, licenses, registrations, and other assets of every kind and description of the Merging Parties shall, without further act or deed, be transferred to, vested in and devolve upon the Surviving Institution, and shall be as effectively the property of the Surviving

Institution as they were of the Merging Parties prior to the merger without any deed or other transfer and without any order or other action on the part of any court or otherwise.

C. Title to any real estate, whether vested by deed or otherwise, in the Merging Parties shall not revert or be in any way impaired by reason of the merger or otherwise.

D. The Surviving Institution shall thenceforth be subject to all of the restrictions, disabilities, duties, liabilities and obligations of the Merging Parties and the same may thereafter be enforced against it to the same extent as if the same had been incurred or contracted by the Surviving Institution.

E. The Surviving Institution, by virtue of the merger, and without any order or other action on the part of any court or otherwise, shall hold and enjoy the same and all rights of property, franchises and interests, including appointments, designations, and nominations and all other rights and interest as trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, assignee, receiver, guardian of mentally incompetent persons 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 the Merging Parties, or either of them, at the time of the merger.

F. Any action or proceeding pending by or against the Merging Parties may be prosecuted to judgment to the same extent as if the merger had not taken place, which judgment shall bind the Surviving Institution, or, alternatively, the Surviving Institution may be proceeded against or substituted in place of the Merging Parties in any such action or proceeding.

The officers and directors of the Merging Parties shall, from time to time, as and when requested by the Surviving Institution or its successors or assigns, execute and deliver or cause to be executed and delivered, such deeds, instruments, assignments, or assurances as the Surviving Institution may deem necessary, desirable, or convenient in order to vest in and confirm to the Surviving Institution title to or possession of any property or rights of the Merging Parties acquired or to be acquired by reason of or as a result of the merger, or otherwise to carry out the purposes of this Merger Agreement. Any person who, immediately before the merger became effective, was an officer or director of the Merging Parties is hereby fully authorized, in the name of such institution, to execute any and all such deeds, instruments, assignments, or assurances, or to take any and all such action as may be requested by the Surviving Institution.

**Section 11.** The manner of converting the shares of the Merging Parties into shares of the Surviving Institution shall be as follows:

At the time of the merger, all outstanding shares of common stock and Series A preferred shares of Imperial Bank will be canceled without consideration. Each share of common and serial preferred stock of Comerica California then issued and outstanding shall be, and hereby is, by virtue of the merger and without any action on the part of the holder thereof, converted into and constitute the shares of common stock, no par value per share, and serial preferred stock, no par value per share, of the Surviving Institution, and all the shares of the Surviving Institution shall be owned by Parent, a Delaware corporation.

**Section 12.** Prior to the Effective Date, this Agreement of Merger may be terminated by the unilateral action of the board of directors of either of the Merging Parties prior to the approval of the sole shareholder of either of the Merging Parties or by the mutual consent of the boards of both of the Merging Parties after the sole shareholder of either of the Merging Parties has taken affirmative action.

**Section 13.** This Agreement may be ratified and confirmed by written consent resolution of the sole shareholder of each of the Merging Parties in lieu of a shareholders' meeting.

**Section 14.** This Agreement may be executed in one or more counterparts, all of which shall be taken together to constitute one and the same instrument and shall be binding upon each party who may sign a counterpart of this instrument.

IN WITNESS WHEREOF, Comerica California and Imperial, pursuant to the approval and authority duly given by resolution of their respective Boards of Directors, have caused this Agreement of Merger to be signed by their respective authorized officers as of the day and year first above written.

**COMERICA BANK-  
CALIFORNIA**

By: Walter T. Kaczmarek  
Name: Walter T. Kaczmarek  
Its: Executive Vice President

**IMPERIAL BANK**

By: Dan T. Kawamoto  
Name: Dan T. Kawamoto  
Its: Executive Vice President and  
Chief Financial Officer

By: Barbara E. DeBenedetto  
Name: Barbara E. DeBenedetto  
Its: Senior Vice President  
and Secretary

By: Barbara E. DeBenedetto  
Name: Barbara E. DeBenedetto  
Its: Senior Vice President  
and Secretary

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