

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	08/14/2007		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Dessert Community Bank		08/14/2007
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	135 N. Los Robles Avenue, 7th Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1804747	DESERT COMMUNITY BANK DCB DESERT CASHBOX
CORRESPONDENCE DATA			
Fax Number:	6502130260		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-812-1300		
Email:	patrademarks@manatt.com		
Correspondent Name:	Gail I. Nevius Abbas/Manatt, Phelps,		
Address Line 1:	1841 Page Mill Road, Suite 200		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	06387-046-006(2360)DESSER		
NAME OF SUBMITTER:	Gail I. Nevius Abbas		
Signature:	/Gail I. Nevius Abbas/		

CH \$40.00 1804747

Date:

06/05/2013

Total Attachments: 7

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APPR 00071
August 16, 2007

COMPLETE MERGER FILING IS UNDER
CORPORATE NUMBER 144452

886626 out

FILED AA
Office of the Secretary of State
of the State of California

AUG 17 2007

MICHAEL A. KELLEY
Commissioner of Financial Institutions

By



AGREEMENT OF MERGER

TONY LEHTONEN
Senior Counsel

THIS AGREEMENT OF MERGER, dated as of August 14, 2007 ("Merger Agreement"), is made and entered into by and between Desert Community Bank, a California banking corporation ("DCB") and East West Bank, a California banking corporation ("EWB").

A. DCB, EWB, and East West Bancorp, Inc., a Delaware corporation and the sole shareholder of EWB ("Parent"), have entered into an Agreement and Plan of Merger dated as of April 24, 2007, as amended by that certain First Amendment to Agreement and Plan of Merger, dated May 25, 2007 (the "Agreement"), providing, among other things, for the merger of DCB into EWB (the "Merger").

B. DCB will merge with EWB with EWB as the surviving corporation.

In consideration of the promises and mutual agreements contained in this Merger Agreement and the Agreement, the parties to this Merger Agreement hereby agree that DCB shall be merged with and into EWB in accordance with the provisions of the laws of the State of California and upon the terms and subject to the conditions set forth as follows:

1. The Merger.

(a) The Merger shall be pursuant to the provisions of, and with the effect provided in, the California General Corporation Law (the "CGCL") and the California Financial Code, and the Merger shall become effective on the date and time (the "Effective Time") a copy of this Merger Agreement certified by the Secretary of State of the State of California is filed with the Commissioner of Financial Institutions.


(b) At the Effective Time, DCB shall be merged with and into EWB, and EWB shall be the surviving corporation (the "Surviving Corporation"). EWB shall thereupon succeed, without other transfer, to all rights and properties of, and shall be subject to all the debts and liabilities of DCB and the separate existence of EWB as a California corporation, with all its purposes, objects, rights, powers, privileges, liabilities, obligations and franchises, shall continue unaffected and unimpaired by the Merger.

2. Corporate Governance.

From and after the Effective Time and until thereafter amended as provided by law (a) the Articles of Incorporation of EWB as in effect immediately prior to the Effective Time shall be and continue to be the Articles of Incorporation of the Surviving Corporation; and (b) the Bylaws of EWB as in effect immediately prior to the Effective Time shall be and continue to be the Bylaws of the Surviving Corporation.

At the Effective Time, the directors and corporate officers of EWB shall be those persons who are the directors and corporate officers of the Surviving Corporation at the Effective Time, and they shall continue to hold office from and after the Effective Time until they shall have resigned or shall have been legally removed or until respective successors shall have been elected and qualified.

AUG 17 2007

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3. Effect of Merger on Outstanding Shares.

In and by virtue of the Merger and at the Effective Time, pursuant to this Merger Agreement, the shares of EWB common stock ("EWB Stock"), the shares of DCB common stock ("DCB Stock") and the shares of Parent common stock ("Parent Stock") outstanding at the Effective Time shall be converted as follows:

(a) Parent Stock. Each share of Parent Stock issued and outstanding immediately prior to the Effective Time shall remain an issued and outstanding share of common stock of Parent, and shall not be affected by the Merger.

(b) EWB Stock. Each share of EWB Stock, issued and outstanding immediately prior to the Effective Time shall remain an issued and outstanding share of common stock of the Surviving Corporation, and shall not be affected by the Merger.

(c) DCB Stock. Each share of DCB Stock issued and outstanding immediately prior to the Effective Time (other than any Dissenters' Shares, as defined below) shall be converted into the right to receive 0.6216 shares of Parent Stock or \$24.00 cash (the "Per Share Merger Consideration"), at the election of the shareholder.

(d) Dissenters' Shares. Any shares of DCB Stock that are shares subject to appraisal rights within the meaning of CGCL Sections 1300-1313 ("Dissenters' Shares") shall not be converted into or represent a right to receive Parent Stock or cash hereunder unless and until such shares have lost their status as dissenting shares under CGCL Sections 1300-1313, at which time such shares shall be converted into the Per Share Merger Consideration pursuant to the Agreement.

(e) Cancellation of Certain Shares. Any shares of DCB Stock held by Parent (or any of its subsidiaries) or by DCB, other than those held in a fiduciary capacity or as a result of debts previously contracted, shall be cancelled and retired at the Effective Time and no Per Share Merger Consideration shall be paid or issued in exchange therefore.

4. General Provisions.

(a) Termination and Agreement. The obligations of the parties to effect the Merger shall be subject to all the terms and conditions contained in the Agreement. Notwithstanding shareholder approval of this Merger Agreement, this Merger Agreement shall terminate forthwith in the event that the Agreement shall be terminated as therein provided prior to the Effective Time.

(b) Amendment. This Merger Agreement may be amended by EWB and DCB at any time prior to the Effective Time without the approval of the shareholders of EWB and DCB with respect to any of its terms other than principal terms. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

(c) 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 any party hereto without the written consent of the other.

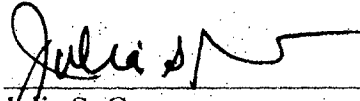
(d) Governing Law. This Merger Agreement has been executed in the State of California, and the laws of the State of California shall govern the validity and interpretation hereof and the performance by the parties hereto.

(e) Counterparts. This Merger Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

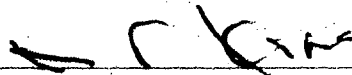
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IN WITNESS WHEREOF, the parties have duly executed this Merger Agreement as of the date first written above.

EAST WEST BANK,
A California banking corporation

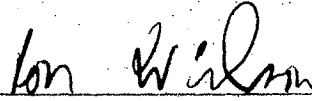
By 

Julia S. Gouw
Executive Vice President

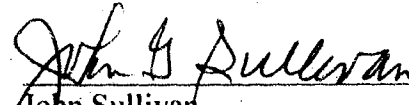
By 

Douglas P. Krause
Secretary

DESERT COMMUNITY BANK,
a California banking corporation

By 

Ron Wilson
President and Chief Executive Officer

By 

John Sullivan
Secretary

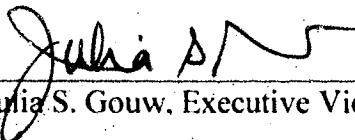
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Julia S. Gouw and Douglas P. Krause certify that:


1. They are the Executive Vice President and the Secretary, respectively, of EAST WEST BANK, a California corporation ("EWB")
2. The Agreement of Merger in the form attached was duly approved by the board of directors and the shareholder of the corporation.
3. The Agreement of Merger was entitled to be and was approved by the board of directors alone under provisions of Section 1201(b) of the Corporations Code.
4. No vote of the shareholders of East West Bancorp, Inc., the parent of EWB, was required.

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.

Executed August 14, 2007 at Pasadena, California.



Julia S. Gouw, Executive Vice President



Douglas P. Krause, Secretary

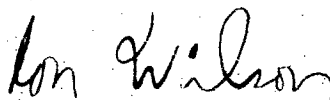
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Ron Wilson and John Sullivan certify that:

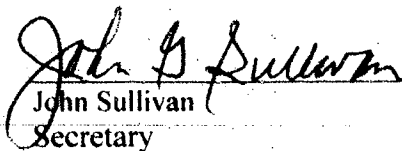
1. They are the President and the Secretary, respectively, of DESERT COMMUNITY BANK, a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors of the corporation.
3. There is only one class of shares. The total number of outstanding shares entitled to vote on the merger was 5,946,644.
4. The principal terms of the Agreement of Merger were approved by a vote which equaled or exceeded the vote required. The percentage vote required was more than 50%.

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.

Executed August 14, 2007 at Victorville, California.



Ron Wilson
President and Chief Executive Officer



John Sullivan
Secretary

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