

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM358945

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME		
<b>EFFECTIVE DATE:</b>	03/31/2015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COMMERCE ESCROW COMPANY		03/30/2015	CORPORATION: CALIFORNIA
<b>NEWLY MERGED ENTITY DATA</b>			
<b>Name</b>	<b>Execution Date</b>	<b>Entity Type</b>	
Opus Bank	03/30/2015	State-Chartered Bank: CALIFORNIA	
<b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>			
<b>Name:</b>	Opus Bank		
<b>Street Address:</b>	19900 MacArthur Blvd, 12th Floor		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92612		
<b>Entity Type:</b>	State-Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86532088	COMMERCE ESCROW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029555564		
<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>	2024695163		
<b>Email:</b>	dan.neustadt@hklaw.com		
<b>Correspondent Name:</b>	Daniel C. Neustadt		
<b>Address Line 1:</b>	Holland & Knight LLP		
<b>Address Line 2:</b>	800 17th Street NW, Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	144928.00001		
<b>NAME OF SUBMITTER:</b>	Daniel C. Neustadt		
<b>SIGNATURE:</b>	/Daniel C. Neustadt/		

OP \$40.00 86532088

**DATE SIGNED:**

10/16/2015

**Total Attachments: 11**

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FILED  
Secretary of State  
State of California

MAR 30 2015

1 pc EFFECTIVE DATE

MAR 31 2015

**AGREEMENT OF MERGER**

Agreement of Merger, dated as of March 30, 2015 ("Agreement of Merger"), by and between Commerce Escrow Company ("CEC") and Opus Bank ("Opus").

**WITNESSETH:**

**WHEREAS**, CEC is a California corporation having its principal place of business in Los Angeles, California; and

**WHEREAS**, Opus is a California-chartered bank having its principal place of business in Irvine, California; and

**WHEREAS**, Opus, CEC, RPM Investments, Inc. ("RPM"), Force Financial Corp. (solely for a limited purpose set forth therein), and the stockholders of each of CEC and RPM (the "Stockholders") have entered into an Agreement and Plan of Reorganization, dated as of January 21, 2015 (the "Agreement"), pursuant to which, in relevant part, CEC will merge with and into Opus, with Opus as the surviving institution (the "Merger"); and

**WHEREAS**, the Boards of Directors of CEC and Opus, and the Stockholders of CEC, have approved and deemed it advisable to consummate the Merger on the terms and conditions herein provided.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **The Merger.** Subject to the terms and conditions of this Agreement of Merger, at the Effective Time (as defined in Section 15 below), CEC shall merge with and into Opus under the laws of the State of California. Opus shall be the surviving corporation of the Merger (the "Continuing Bank") and the separate existence of CEC shall cease.

2. **Articles of Incorporation and Bylaws.** The Articles of Incorporation, as amended, and the Amended and Restated Bylaws of Opus in effect immediately prior to the Effective Time shall be the governing documents of the Continuing Bank, until altered, amended or repealed in accordance with their terms and applicable law.

3. **Name; Offices.** The name of the Continuing Bank shall be "Opus Bank." The main office of the Continuing Bank shall be the main office of Opus immediately prior to the Effective Time. All offices of CEC and Opus which were in lawful operation immediately prior to the Effective Time shall continue to be the offices of the Continuing Bank upon consummation of the Merger.

4. **Directors and Executive Officers.** The directors and executive officers of the Continuing Bank immediately after the Merger shall be the directors and executive officers of Opus immediately prior to the Merger.

5. **Effects of the Merger.** At the Effective Time, the effect of the Merger shall be as provided in the General Corporation Law of the State of California. Without limiting the generality of the foregoing and subject thereto, at the Effective Time:

(a) all rights, franchises and interests of CEC in and to every type of property (real, personal and mixed), tangible and intangible, and choses in action shall be transferred to and vested in the Continuing Bank by virtue of the Merger without any deed or other transfer, and the Continuing Bank, 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, receiver and committee, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises and interest were held or enjoyed by CEC immediately prior to the Effective Time; and

(b) the Continuing Bank shall be liable for all liabilities of CEC, fixed or contingent, including all deposits, accounts, debts, obligations and contracts thereof, matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records thereof, and all rights of creditors or obligees and all liens on property of CEC shall be preserved unimpaired; after the Effective Time, the Continuing Bank will continue to issue savings accounts on the same basis as immediately prior to the Effective Time.

6. **Effect on Shares of Stock.**

(a) CEC. As of the Effective Time, each share of CEC common stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and converted into the right to receive \$4,937.50 in cash, without interest, or 161.33 shares of Opus common stock.

(b) Opus. Each share of Opus's common stock issued and outstanding immediately prior to the Effective Time shall be unchanged and shall remain issued and outstanding.

7. **Counterparts.** This Agreement of Merger may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one agreement.

8. **Governing Law.** This Agreement of Merger shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the State of California.

9. **Amendment.** Subject to applicable law, this Agreement of Merger may be amended, modified or supplemented only by written agreement of Opus and CEC at any time prior to the Effective Time.

10. **Waiver.** Any of the terms or conditions of this Agreement of Merger may be waived at any time by whichever of the parties hereto is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such waiving party.

11. **Assignment.** This Agreement of Merger may not be assigned by any party hereto without the prior written consent of the other party.

12. **Termination.** This Agreement of Merger shall terminate upon the termination of the Agreement prior to the Effective Time in accordance with its terms. The Agreement of Merger may also be terminated at any time prior to the Effective Time by an instrument executed by CEC and Opus.

13. **Conditions Precedent.** The obligations of the parties under this Agreement of Merger shall be subject to the satisfaction or waiver at or prior to the closing of the Merger of all of the conditions to the Merger set forth herein and in the Agreement.

14. **Procurement of Approvals.** CEC and Opus shall use reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement of Merger, subject to and in accordance with the applicable provisions of the Agreement, including without limitation the preparation and submission of such applications or other filings for approval of the Merger to the governmental authorities as may be required by applicable laws and regulations.


15. **Effectiveness of Merger.** The Merger shall become effective on March 31, 2015 (the "Effective Time").

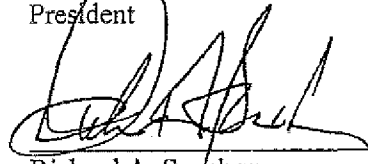
16. **Entire Agreement.** Except as otherwise set forth in this Agreement of Merger and the Agreement, the Agreement and this Agreement of Merger (including the documents and the instruments referred to herein) constitute the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. To the extent of a conflict between the terms of the Agreement and the terms of this Agreement of Merger, the terms of the Agreement shall control.

*[Signature page follows]*

IN WITNESS WHEREOF, each of Opus and CEC has caused this Agreement of Merger to be executed on its behalf by its duly authorized officers.

**OPUS BANK**

By:   
Name: Stephen H. Gordon  
Title: Chairman, Chief Executive Officer and  
President

By:   
Name: Richard A. Sanchez  
Title: Executive Vice President,  
Chief Risk Officer,  
Chief Administrative Officer  
and Corporate Secretary

**COMMERCE ESCROW COMPANY**

By: \_\_\_\_\_  
Name: Mark R. Minsky  
Title: President and Secretary

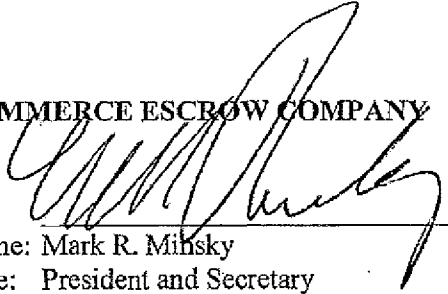
IN WITNESS WHEREOF, each of Opus and CEC has caused this Agreement of Merger to be executed on its behalf by its duly authorized officers.

**OPUS BANK**

By: \_\_\_\_\_  
Name: Stephen H. Gordon  
Title: Chairman, Chief Executive Officer and  
President

By: \_\_\_\_\_  
Name: Richard A. Sanchez  
Title: Executive Vice President,  
Chief Risk Officer,  
Chief Administrative Officer  
and Corporate Secretary

**COMMERCE ESCROW COMPANY**

By:   
Name: Mark R. Minsky  
Title: President and Secretary

**CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER**

Stephen H. Gordon and Richard A. Sanchez state and certify that:

1. They are the Chairman, Chief Executive Officer and President, and the Executive Vice President, Chief Risk Officer, Chief Administrative Officer and Corporate Secretary, respectively, of Opus Bank, a California-chartered commercial bank ("Opus").

2. The Agreement of Merger attached hereto, by and between Opus and Commerce Escrow Company, a California corporation ("CEC"), pursuant to which CEC will merge with and into Opus (the "Merger"), with Opus as the surviving institution, was entitled to be and was approved alone by the Board of Directors of Opus under the provisions of Section 1201 of the California Corporations Code.

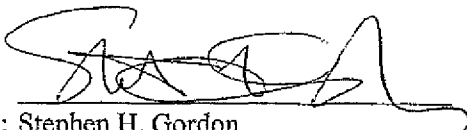
3. No vote of the stockholders of Opus was required in connection with the issuance of shares of Opus common stock to the stockholders of CEC as partial consideration upon consummation of the Merger.

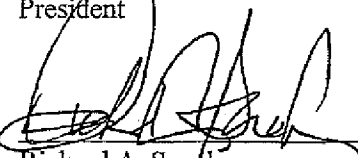
*Signatures appear on the following page.*



On the date set forth below, in the City of Irvine in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true to his own knowledge.

Signed on March 30, 2015.

By:   
Name: Stephen H. Gordon  
Title: Chairman, Chief Executive Officer and  
President

By:   
Name: Richard A. Sanchez  
Title: Executive Vice President,  
Chief Risk Officer,  
Chief Administrative Officer  
and Corporate Secretary

**CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER**

Mark R. Minsky, Robert T. Minsky and Danielle Graf Kitzes state and certify that:

1. They are the President and Secretary, Vice President and Vice President, respectively, of Commerce Escrow Company, a California corporation ("CEC").

2. The Agreement of Merger attached hereto, by and between CEC and Opus Bank, a California-chartered commercial bank ("Opus"), pursuant to which CEC will merge with and into Opus (the "Merger"), with Opus as the surviving institution, was duly approved by the Board of Directors and the stockholders of CEC.

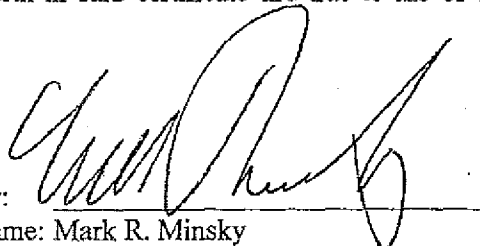
3. The stockholder approval was by the holders of 100% of the outstanding shares of CEC.

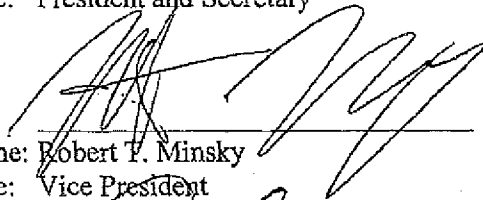
4. There is only one class of shares of CEC and the number of shares outstanding and entitled to approve the Merger is Three Thousand Two Hundred (3,200) shares.

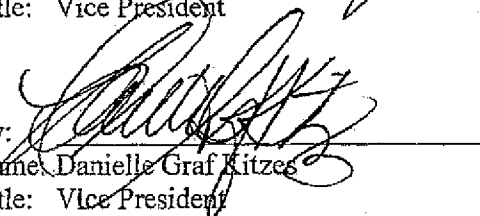
*Signatures appear on the following page.*

On the date set forth below, in the City of Los Angeles in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he or she signed the foregoing certificate in the official capacity set forth beneath his or her signature, and that the statements set forth in said certificate are true to his or her own knowledge.

Signed on March 30, 2015.

By:   
Name: Mark R. Minsky  
Title: President and Secretary

By:   
Name: Robert F. Minsky  
Title: Vice President

By:   
Name: Danielle Graf Kitzes  
Title: Vice President



**CORPORATION SERVICE COMPANY\***  
Corporation Service Company  
2711 Centerville Road  
Wilmington, DE 19808  
EIN # 510009810

ACCOUNT NO.	INVOICE NO.	INVOICE DATE	AMOUNT DUE
4327719	81103047942	06-APR-2015	\$714.70

**Note Billing Address**

**Billing Address**  
Margaret Schallau  
Holland & Knight LLP  
800 17th Street, N.W.  
Suite 1100  
Washington, DC 20006

**Shipping Address**  
Margaret Schallau  
Holland & Knight LLP  
800 17th Street, N.W.  
Suite 1100  
Washington, DC 20006

<b>Order Date:</b> 30-MAR-2015	<b>Order No:</b> 570144
<b>Ordered By:</b> Margaret Schallau 4327719 Holland & Knight LLP 800 17th Street, N.W. Suite 1100 Washington DC 20006	

**Remittance Page**  
Please See the Following Page(s) for Invoice Details

**THANK YOU FOR USING CSC - ANNETTE S. KUHLMAN - 800-927-9800**

TERMS: NET 30 DAYS - Invoices not paid within 30 days are subject to a 1.5% per month finance charge. CSC extends credit to the party requesting service whom it holds responsible for payment in full for all monies expended and services rendered.

*Please return this portion with your payment.*

Account No.	Invoice No.	Invoice Date	Amount Due
4327719	81103047942	06-APR-2015	\$714.70

Credit Card Payment (Optional)

Amount Remitted \$ \_\_\_\_\_

Circle one: VISA MC AMEX

Card No. \_\_\_\_\_

Expiration Date \_\_\_\_\_

Signature \_\_\_\_\_

Telephone No. \_\_\_\_\_

**Mail Payment To:**

Corporation Service Company  
P.O. Box 13397  
Philadelphia, PA 19101-3397  
USA

4 000081103047942 0000071470

**TRADEMARK**  
**REEL: 005647 FRAME: 0282**



**CORPORATION SERVICE COMPANY\***  
Corporation Service Company  
2711 Centerville Road  
Wilmington, DE 19808  
EIN # 510009810

<b>ACCOUNT NO.</b> 4327719	<b>INVOICE NO.</b> 81103047942	<b>INVOICE DATE</b> 06-APR-2015	<b>AMOUNT DUE</b> \$714.70
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**Note Billing Address**

**Billing Address**  
Margaret Schallau  
Holland & Knight LLP  
800 17th Street, N.W.  
Suite 1100  
Washington, DC 20006

**Shipping Address**  
Margaret Schallau  
Holland & Knight LLP  
800 17th Street, N.W.  
Suite 1100  
Washington, DC 20006

<b>Order Date:</b> 30-MAR-2015	<b>Order No:</b> 570144
<b>Ordered By:</b> Margaret Schallau	
4327719	
Holland & Knight LLP	
800 17th Street, N.W.	
Suite 1100	
Washington DC 20006	

Description of Services	Quantity	Unit Cost	Amount	
<b>Matter No: MERGER</b>				
<b>RE: OPUS BANK / Company ID: 3454158</b>				
<b>Line 005</b>				
CAINMD	MERGER DOCUMENT FILED IN CALIFORNIA	0	0.00	0.00
CA1SF	DISBURSEMENT/COST	1	115.00	115.00
CA143F	SERVICE FEE - FILE MERGER	1	369.00	369.00
CAINDT	SPECIAL ARRANGEMENT DISCOUNT	-1	129.15	-129.15
CA243E	ELECTRONIC DELIVERY	1	5.00	5.00
			Subtotal	359.85
<b>Matter No: MERGER</b>				
<b>RE: OPUS BANK</b>				
<b>Line 010</b>				
CAINMD	MERGER DOCUMENT FILED IN CALIFORNIA	0	0.00	0.00
CA1SF	DISBURSEMENT/COST	1	115.00	115.00
CA143F	SERVICE FEE - FILE MERGER	1	369.00	369.00
CAINDT	SPECIAL ARRANGEMENT DISCOUNT	-1	129.15	-129.15
			Subtotal	354.85
			<b>Total</b>	<b>\$714.70</b>

THANK YOU FOR USING CSC - ANNETTE S. KUHLMAN - 800-927-9800

THANK YOU FOR USING CSC - ANNETTE S. KUHLMAN - 800-927-9800

RECORDED: 10/16/2015

Please return the remittance stub on page 1 with your payment.

TRADEMARK

REEL: 005647 FRAME: 0283