

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589542

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/05/2020

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Opus Bank		05/05/2020	Chartered Bank: CALIFORNIA

RECEIVING PARTY DATA

Name:	Pacific Premier Bank
Street Address:	17901 Von Karman Avenue, Suite 1200
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Chartered Bank: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	88414256	WHERE BUSINESS MEETS OPPORTUNITY
Serial Number:	87484991	OPUS WEALTH MANAGEMENT
Registration Number:	5116836	RPM INVESTMENTS
Registration Number:	5001058	COMMERCE ESCROW
Registration Number:	4545037	ACCELERENT
Registration Number:	4131537	
Registration Number:	4137683	OPUS BANK
Registration Number:	4120641	BUILD YOUR MASTERPIECE

CORRESPONDENCE DATA

Fax Number:

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: 2024695163
 Email: dan.neustadt@hkllaw.com
 Correspondent Name: Daniel C. Neustadt
 Address Line 1: Holland & Knight LLP
 Address Line 2: 800 17th Street NW, Suite 1100
 Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 166359.00005

TRADEMARK

NAME OF SUBMITTER:	Daniel C. Neustadt
SIGNATURE:	/Daniel C. Neustadt/
DATE SIGNED:	07/31/2020
Total Attachments: 11	
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APPROVED

May 5, 2020
MANUEL P. ALVAREZ
Commissioner of Business Oversight

FILED LBD
Secretary of State
State of California

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By


PAMELA F. HERNANDEZ
Counsel

cc MAY 05 2020

2975467 (Surv)

EXECUTION VERSION

AGREEMENT OF MERGER

Agreement of Merger, dated as of May 5, 2020 ("Agreement of Merger"), by and between Opus Bank ("Seller") and Pacific Premier Bank ("Purchaser Bank").

WITNESSETH:

WHEREAS, Seller is a California-chartered bank, which has its principal place of business in Irvine, California; and

WHEREAS, Purchaser Bank is a California-chartered bank and a wholly-owned subsidiary of Pacific Premier Bancorp, Inc., a Delaware corporation ("Purchaser Parent"), which has its principal place of business in Irvine, California; and

WHEREAS, Purchaser Parent, Purchaser Bank and Seller have entered into an Agreement and Plan of Reorganization, dated as of January 31, 2020 (the "Agreement"), pursuant to which Seller will merge with and into Purchaser Bank, with Purchaser Bank as the surviving bank, pursuant to the provisions of the General Corporation Law of the State of California (the "Merger"); and

WHEREAS, the respective Boards of Directors of Seller and Purchaser Bank have approved this Agreement of Merger and approved and deemed it advisable to consummate the Merger provided for herein on the terms and conditions herein provided, subject to approval of their respective shareholders.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Agreement, 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 below), Seller shall merge with and into Purchaser Bank under the laws of the State of California (the "Merger"). Purchaser Bank shall be the surviving bank of the Merger (the "Surviving Bank") and the separate existence of Seller shall cease.

2. Effectiveness of Merger. The Merger shall become effective on the date and at the time that this Agreement of Merger, as certified by the California Secretary of State, is filed with the California Department of Business Oversight – Division of Financial Institutions, or as set forth in such filing, when all of the conditions precedent to the consummation of the Merger specified in this Agreement of Merger 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").

3. Articles of Incorporation and Bylaws. The Articles of Incorporation and the Amended and Restated Bylaws of Purchaser Bank in effect immediately prior to the Effective

Time shall be the governing documents of the Surviving Bank, until thereafter altered, amended or repealed in accordance with their terms and applicable law.

4. Name; Offices. The name of the Surviving Bank shall be "Pacific Premier Bank." The main office of the Surviving Bank shall be the main office of Purchaser Bank immediately prior to the Effective Time. All branch offices of Seller and Purchaser Bank which were in lawful operation immediately prior to the Effective Time shall continue to be the branch offices of the Surviving Bank upon consummation of the Merger, subject to the opening or closing of any offices which may be authorized by Seller and Purchaser Bank and applicable regulatory authorities after the date hereof.

5. Directors and Executive Officers. The directors and executive officers of the Surviving Bank immediately after the Merger shall be the directors and executive officers of Purchaser Bank immediately prior to the Merger; provided, that immediately prior to the Effective Time, Purchaser Parent and Purchaser Bank shall cause two of Purchaser Bank's existing directors to resign and, effective as of the Effective Time, two new directors, each of whom shall be selected from Seller's existing directors and shall be mutually agreeable to Seller, Purchaser Parent and Purchaser Bank, shall be appointed to fill the vacancies created by such resignations. Each such appointee shall serve as a director of the Surviving Bank for the remainder of the term of the resigning director and until such appointee's successor shall be duly elected and qualified.

6. 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 Seller 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 Surviving Bank by virtue of the Merger without any deed or other transfer, and the Surviving 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 Seller immediately prior to the Effective Time; and

(b) the Surviving Bank shall be liable for all liabilities of Seller, 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 Seller shall be preserved unimpaired; after the Effective Time, the Surviving Bank will continue to issue savings accounts on the same basis as immediately prior to the Effective Time.

7. Effect on Shares of Stock.

(a) Seller. As of the Effective Time, each share of Seller capital 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 converted into the right to receive the following consideration:

(i) Each outstanding share of Seller's common stock will be converted into, and canceled in exchange for, the right to receive 0.9000 of a share of Purchaser Parent common stock (the "Exchange Ratio");

(ii) Each outstanding share of Seller's series A non-cumulative, non-voting preferred stock ("Seller Preferred Stock") will be converted into, and canceled in exchange for, the right to receive that number of shares of Purchaser Parent common stock equal to the product of (i) the number of shares of Seller common stock into which such share of Seller Preferred Stock is convertible in connection with, and as a result of, the merger, and (ii) the Exchange Ratio; and

(iii) Each holder of Seller common stock or Seller Preferred Stock who would otherwise be entitled to a fractional share interest will receive, instead, an amount in cash, without interest, determined by multiplying such fractional interest by the Purchaser Parent average share price for the five trading days prior to the closing of the Merger, rounded to the nearest whole cent.

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

8. 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.

9. 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.

10. Amendment. Subject to applicable law, this Agreement of Merger may be amended, modified or supplemented only by written agreement of Purchaser Bank and Seller at any time prior to the Effective Time, except that after the meeting of Seller's shareholders convened for the purpose of voting upon the Agreement and transactions contemplated thereby, no amendment shall be made which by law requires further approval by the shareholders of Seller without obtaining such approval.

11. 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.

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

13. 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 Seller and Purchaser Bank.

14. Conditions Precedent. The obligations of the parties under this Agreement of Merger shall be subject to all of the conditions of the Merger set forth herein and in the Agreement.

15. Procurement of Approvals. Seller and Purchaser Bank 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 law, regulation or policies 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 law, regulation or policies.

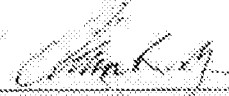
16. Entire Agreement. Except as otherwise set forth in this Agreement of Merger and the Agreement, the Agreement and this Agreement of Merger (including the documents and the instruments referred to herein) constitute the entire agreement and supersede all prior agreements and understandings, both written 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.

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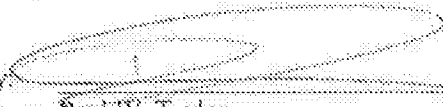
IN WITNESS WHEREOF, each of Purchaser Bank and Seller has caused this Agreement of Merger to be executed on its behalf by its duly authorized officers.


PACIFIC PREMIER BANK

By: 
Name: Steven R. Gardner
Title: Chairman and Chief Executive Officer

By: 
Name: Steven R. Arnold
Title: Senior Executive Vice President, General Counsel and Corporate Secretary

OPUS BANK

By: 
Name: Paul W. Taylor
Title: President and Chief Executive Officer

By: 
Name: Angeles Harris
Title: Executive Vice President, General Counsel and Assistant Secretary

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Edward Wilcox and Steven R. Arnold state and certify that:


1. They are the President, and the Executive Vice President, General Counsel and Corporate Secretary, respectively, of Pacific Premier Bank, a California-chartered bank ("Pacific Premier").
2. The principal terms of the attached form of Agreement of Merger (the "Merger Agreement"), by and between Pacific Premier and Opus Bank, a California-chartered bank ("Opus"), pursuant to which Opus will merge with and into Pacific Premier, with Pacific Premier as the surviving institution, was entitled to be and was approved alone by the Board of Directors of Pacific Premier under the provisions of Section 1201 of the California Corporations Code.

[Signature page follows]


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

Signed on May 5, 2020

By: 

Edward Wilcox
President

By: 

Steven R. Arnold
Executive Vice President, General Counsel
and Corporate Secretary

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Paul W. Taylor and Angelee Harris state and certify that:

1. They are the President and Chief Executive Officer, and the Executive Vice President, General Counsel and Assistant Secretary, respectively, of Opus Bank, a California-chartered bank ("Opus").
2. The principal terms of the attached form of Agreement of Merger (the "Merger Agreement"), by and between Pacific Premier Bank, a California-chartered bank ("Pacific Premier"), and Opus, pursuant to which Opus will merge with and into Pacific Premier, with Pacific Premier as the surviving institution, was duly approved by the Board of Directors of Opus.
3. Opus has two classes of stock authorized consisting of shares of Common Stock and Preferred Stock. Opus has 36,374,918 shares of Common Stock outstanding that were entitled to vote on the Merger Agreement, and 31,111 shares of Preferred Stock outstanding that were entitled to vote on the Merger Agreement.
4. The shareholder percentage vote required to approve the Merger Agreement was the affirmative vote of a at least 50.1% of the outstanding shares of each class of stock that was entitled to vote on the Merger Agreement.
5. The principal terms of the Merger Agreement in the form attached were approved by the shareholders of Opus by a vote of the number of shares which equaled or exceeded the vote required.


[Signature page follows]

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

Signed on May 5, 2020

By:


Paul W. Taylor
President and Chief Executive Officer

By:


Angellee Harris
Executive Vice President, General Counsel
and Assistant Secretary