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## VIA EDGAR

U.S. Securities and Exchange Commission  
Division of Corporation Finance  
100 F. Street, N.E.  
Washington, D.C. 20549  
Attention: Michael Killoy; Christina Chalk

**Re: Triumph Bancorp, Inc.  
Schedule TO-I  
Filed November 7, 2022  
File No. 005-88643**

Dear Mr. Killoy and Ms. Chalk:

On behalf of our client, Triumph Bancorp, Inc. (the "Company"), set forth below are responses to comments of the Staff of the Division of Corporation Finance (the "Staff") of the U.S. Securities and Exchange Commission set forth in its letter dated November 16, 2022 with respect to the Schedule TO-I filed by the Company on November 7, 2022 (File No. 005-88643) (the "Schedule TO").

For the Staff's convenience, the text of the Staff's comment is set forth below in bold, followed by the Company's response. Concurrently with filing this letter, the Company is filing Amendment No. 1 to the Schedule TO ("Amendment No. 1"), which includes revisions to the Schedule TO in response to the Staff's comments.

Michael Killoy; Christina Chalk  
U.S. Securities and Exchange Commission  
November 22, 2022  
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Schedule TO-I filed November 7, 2022

Cautionary Note on Forward Looking Statements, page 10

1. **We note the disclaimer that you do not undertake any obligation to update any forward looking statements. This disclaimer is inconsistent with the requirements of General Instruction F of Schedule TO and your obligations under Rule 13e-4(c)(3) to amend the Schedule to reflect a material change in the information previously disclosed. Please revise the offer to purchase to delete this statement.**

Response: The Company acknowledges the Staff's comment and has deleted the statement.

Conditions of the Tender Offer, page 26

2. **We note the following statement in the last paragraph on page 27 "Our failure at any time to exercise any of the foregoing rights will not be deemed a waiver of any right, and each such right will be deemed an ongoing right that may be asserted at any time prior to the Expiration Date." This language suggests that if a condition is "triggered" and the Company fails to assert the condition, it will not lose the right to assert the condition at a later time. Please note that when a condition is triggered and the offeror wishes to proceed with the offer anyway, we believe that this decision constitutes a waiver of the triggered condition(s). Also, please note that when an offer condition is triggered by events that occur during the offer period and before expiration of the offer, the offeror should inform holders how it intends to proceed immediately, rather than waiting until the end of the offer period, unless the condition is one where satisfaction of the condition may be determined only upon expiration. Please revise the cited language accordingly.**

Response: In response to the Staff's comment, the Company has amended the quoted paragraph to provide that the Company will promptly inform holders of how the Company intends to proceed in response to the triggering of an offer condition.

3. **While the Offer may be conditioned on any number of objective and clearly-described conditions, reserving the right to assert such conditions and by implication terminate the Offer "regardless of the circumstances giving rise to any such conditions" potentially renders the Offer illusory because the action or inaction of the Company or its affiliates could serve as justification for terminating the Offer. To avoid the Offer potentially constituting an illusory offer in contravention of Section 14(e) of the Exchange Act, please revise to remove the implication that the Offer conditions may be triggered by action or inaction of the Company or any of its affiliates.**

Response: In response to the Staff's comment, the Company has amended the first paragraph of the Conditions of the Tender Offer in Section 7 of the Offer to Purchase by inserting the following immediately after the words "regardless of the circumstances giving rise to such event": "(other than any action or omission to act by us or our affiliates)".

\* \* \*

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U.S. Securities and Exchange Commission  
November 22, 2022  
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If you have any questions regarding the responses to the comments of the Staff, or require additional information, please contact the undersigned at (212) 403-1396.

Very truly yours,

/s/ Mark F. Veblen

Mark F. Veblen

cc: Adam D. Nelson, Triumph Bancorp, Inc.