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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM325005

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VERUS BANK OF COMMERCE		10/10/2014	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	GREAT WESTERN BANK	
Street Address:	3711 John F Kennedy Parkway, Suite 100	
City:	Fort Collins	
State/Country:	COLORADO	
Postal Code:	80525	
Entity Type:	CORPORATION: SOUTH DAKOTA	

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3080983	V-STAND
Registration Number:	1862541	ULTIMATE
Registration Number:	1725123	ULTIMATE
Registration Number:	1639035	ULTIMATE
Registration Number:	1675107	ULTIMATE
Registration Number:	1687795	ULTIMATE
Registration Number:	3906050	TELELOCK
Registration Number:	3891644	JAMSTANDS
Registration Number:	3836426	ULTIMATE SUPPORT
Registration Number:	3826736	APEX
Registration Number:	3820000	IQ SERIES
Registration Number:	3849154	THE STRENGTH OF INNOVATION
Registration Number:	3829908	GENESIS
Serial Number:	76698238	TOUR SERIES
Serial Number:	76698236	PRO SERIES
Serial Number:	76698090	CUSTOM SERIES
Serial Number:	76698223	LIVE SERIES

CORRESPONDENCE DATA

TRADEMARK

900308913 REEL: 005413 FRAME: 0001

Fax Number: 9704920003

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.

12/03/2014

Phone: 970-492-0000

Email: crmiles@crmiles.com

Correspondent Name: CR MILES P.C., Craig R. Miles
Address Line 1: 405 Mason Court, Suite 119
Address Line 4: Fort Collins, COLORADO 80524

Total Attachments: 6

DATE SIGNED:

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TRADEMARK
REEL: 005413 FRAME: 0002

UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS TRADEMARK ASSIGNMENT (hereinafter "Agreement") is entered into the // day of () John , 2014, between and among LARIMER BANK OF COMMERCE, now known as VERUS BANK OF COMMERCE, having its principal place of business at 3700 South College, Suite 102, Fort Collins, Colorado 80525 ("Assignor") and GREAT WESTERN BANK having its principal place of business at 3711 John F Kennedy Parkway, Suite 100, Fort Collins, Colorado 80525 ("Assignee").

WHEREAS, Assignor, holds a security interest in certain trademarks and trademark applications identified as follows:

Mark:

V-STAND

Serial No.:

78/475,635

Filing Date:

August 30, 2004

Registration No:

3,080,983

Registration Date:

April 11, 2006

and

Mark:

ULTIMATE

Serial No.:

74/800,537

Filing Date:

July 6, 1990

Registration No:

1,862,541

Registration Date:

November 15, 1994

and

Mark:

ULTIMATE

Serial No.:

74/076,139

Filing Date:

July 6, 1990

Registration No:

1,725,123

Registration Date:

October 20, 1992

and

Mark:

ULTIMATE

Serial No.:

74/076,127

Filing Date:

July 6, 1990

Registration No:

1,639,035

Registration Date:

March 26, 1991

and

Mark:

ULTIMATE

Serial No.:

74/076,126

Filing Date:

July 6, 1990

Registration No:

1,675,107

Registration Date:

February 11, 1992

and

Mark:

ULTIMATE

Serial No.:

74/037,774

Filing Date:

March 13, 1990

Registration No:

1,687,795

Registration Date:

May 19, 1992

and

Mark:

TELELOCK

Serial No.:

76/698.237

Filing Date:

July 2, 2009

Registration No:

3,906,050

Registration Date:

January 18, 2011

and

Mark:

JAMSTANDS

Serial No.:

76/698,224

Filing Date:

July 2, 2009

Registration No:

3,891,644

Registration Date:

December 21, 2010

and

Mark:

ULTIMATE SUPPORT

Serial No.:

76/698,095

Filing Date:

June 26, 2009

Registration No:

3,836,426

Registration Date:

August 24, 2010

and

Mark:

APEX

Serial No.:

76/698,094

Filing Date: Registration No:

June 26, 2009 3,826,736

Registration Date:

August 3, 2010

and

Mark:

IQ SERIES

Serial No.:

76/698,093 June 26, 2009

Filing Date: Registration No:

3,820,000

Registration Date:

July 20, 2010

and

Mark:

THE STRENGTH OF INNOVATION

Serial No.:

76/698,092 June 26, 2009

Filing Date: Registration No:

3,849,154

Registration Date:

September 21, 2010

and

Mark:

GENESIS

Serial No.:

76/698,091

Filing Date:

June 26, 2009

Registration No: Registration Date:

3,829,908 August 10, 2010

and

Mark:

TOUR SERIES

Serial No.:

76/698,238

Filing Date:

July 2, 2009

and

Mark:

PRO SERIES

Serial No.:

76/698,236

Filing Date:

July 2, 2009

and

Mark:

CUSTOM SERIES

Serial No.:

76/698,090

Filing Date:

June 26, 2009

and

Mark:

LIVE SERIES

Serial No.:

76/698,223

Filing Date:

July 2, 2009

(the "Trademarks"); and

WHEREAS, Assignee, wishes to acquire all right, title, and interest of Assignor in and to the Trademarks.

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest in and to the Trademarks (including but not limited to, all registration rights world-wide), all goodwill residing in and associated with the Trademarks, and any other proprietary rights that may exist in the Trademarks that Assignor now has or may acquire.
- 2. <u>Consideration</u>. Assignor acknowledges receipt of \$10.00 or other good and valuable consideration from Assignee for the Assignment of the above-identified Trademarks.
- 3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of any and all security interests in the Trademarks;
 - (c) The Trademarks are free of any other liens, security interests, encumbrances, or licenses;
 - (d) The Trademarks do not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
 - (g) Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.
- 4. <u>Attorney's Fees</u>. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.
- 5. Amendment. This Agreement may be amended only by a writing signed by both parties.

6. <u>Severability</u>. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

7. <u>Agreement to Perform Necessary Acts</u>. Both parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

9. <u>Power to Insert</u>. Assignor grants the firm of CR MILES, PC, or other designated agent, the power to insert on this Agreement any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any foreign trademark office for recordation of this document.

10. <u>Agreement Binding</u>. This Agreement shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere.

11. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date specified above.

SIGNATURES ON THE FOLLOWING PAGE:

ASSIGNOR: VERUS BANK OF COMMI	ERCE
By: Markhaw H. Vingarel Title: Vice President	Date: <u>Detolue 10,</u> 2014
UNITED STATES OF AMERICA) STATE OF COLORADO) COUNTY OF STATE OF COLORADO) SUBSCRIBED AND AFFIRMED OR SWORN to United States of America, by Market States of Am	BARBARA J VAN EVERY 19964013870 STATE OF COLORADO NOTARY PUBLIC My Commission Expires August 19, 2016 to before me in the County of Colorado, 2014. WITNESS my hand and a Notary Public by the State of Colorado. Notary Public My Commission Expires: 8 19 20 16 10 16 17 10 1
ASSIGNEE: GREAT WESTERN BANK By: India Walsath Title: Vice President	Date: 10/15/14
UNITED STATES OF AMERICA) STATE OF COLORADO) COUNTY OF LAKE WELL) SUBSCRIBED AND AFFIRMED OR SWORN to United States of America, by Awarea Well versuant to the authority vested in me a	o before me in the County of Colorado, this 15th day of October , 2014. WITNESS my hand and s a Notary Public by the State of Colorado.
NANCY G. ROELFS	Notary Public My Commission Expires: 5110116

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MY COMMISSION EXPIRES: May 10, 2016

RECORDED: 12/03/2014