

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494821

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zions Bancorporation, N.A. d/b/a VECTRA BANK COLORADO		10/19/2018	National Association: COLORADO
RECEIVING PARTY DATA			
Name:	Nuclear Care Partners, LLC		
Street Address:	318 N Carson St #208		
City:	Carson City		
State/Country:	NEVADA		
Postal Code:	89701		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5076814	NUCLEAR CARE PARTNERS	
Registration Number:	4734662	NCP NUCLEAR CARE PARTNERS HELPING FAMILI	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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>			
Phone:	6175701000		
Email:	SAllirampersad@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	100 Northern Avenue		
Address Line 2:	Shannyn Gaughan		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	122969-278028		
NAME OF SUBMITTER:	Shaleena Alli-Rampersad/Paralegal		
SIGNATURE:	/Shaleena Alli-Rampersad/		
DATE SIGNED:	10/22/2018		
Total Attachments: 5			
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**CONFIRMATORY TRADEMARK NUNC PRO TUNC ASSIGNMENT
AND RELEASE OF SECURITY INTEREST**

This **CONFIRMATORY TRADEMARK NUNC PRO TUNC ASSIGNMENT AND RELEASE OF SECURITY INTEREST** ("Confirmatory Trademark Nunc Pro Tunc Assignment") is made and entered into as of October 19, 2018, by and between Zions Bancorporation, N.A. d/b/a VECTRA BANK COLORADO, a National Association, having a principal place of business at One South Main Street, Salt Lake City, Utah 84133 (the "Assignor") and Nuclear Care Partners, LLC, a Nevada Limited Liability Company, having a principal place of business at 318 N Carson St #208, Carson City, Nevada 89701 (the "Assignee").

WHEREAS, on November 3, 2016, Assignee executed a Notice of Trademark Assignment, whereby Assignee granted Assignor a first priority security interest to Assignor to U.S. Trademark No. 5,076,814 and such Notice of Trademark Assignment was recorded with the United States Patent and Trademark Office on December 14, 2016 at Reel/Frame 5948/0480 (the "5,076,814 Document"); and

WHEREAS, on November 3, 2016, Assignee executed a Notice of Trademark Assignment, whereby Assignee granted Assignor a first priority security interest to Assignor to U.S. Trademark No. 4,734,662 and such Notice of Trademark Assignment was recorded with the United States Patent and Trademark Office on November 14, 2016 at Reel/Frame 5921/0453 (the "4,734,662 Document"); and

WHEREAS, U.S. Trademark No. 5,076,814 and U.S. Trademark No. 4,734,662 are collectively the "Marks"; and

WHEREAS, the 5,076,814 Document and the 4,734,662 Document were inadvertently recorded as an "Assignment of the Entire Interest and the Goodwill" with the United States Patent and Trademark Office rather than as a "Security Interest" and as such, the United States Patent and Trademark Office automatically and erroneously updated the Trademark Status and Document Retrieval (TSDR) Current Owner(s) Information field for U.S. Trademark No. 5,076,814 and U.S. Trademark No. 4,734,662 to reflect the Assignor as the owner of the Marks in connection with recording the aforementioned security interests granted by Assignee to Assignor; and

WHEREAS, Assignor desires to confirm and further document via this Confirmatory Trademark Nunc Pro Tunc Assignment and Release of Security Interest, the assignment to Assignee of the ownership and release of security interest and other rights with respect to the Marks; and

WHEREAS, Assignor and Assignee now desire to enter into this Confirmatory Trademark Nunc Pro Tunc Assignment and Release of Security Interest to confirm and further document (i) Assignee as the record owner at the United States Patent and Trademark Office of U.S. Trademark No. 5,076,814 and U.S. Trademark No. 4,734,662; (ii) Assignee as the owner of the entire right, title and interest in and to U.S. Trademark No. 5,076,814 and U.S. Trademark No. 4,734,662, and (iii) that the obligations secured by the first priority security interests granted under the 5,076,814 Document and the 4,734,662 Document have been paid in full or otherwise satisfied and thus,

Assignor has agreed to terminate and release its security interest and all of its right, title and interest in each of the Marks, as herein provided.

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby confirm and agree to the following:

1. For the avoidance of doubt Assignor hereby (a) quitclaims, releases, sells, conveys, assigns, transfers and sets over to Assignee, effective nunc pro tunc as of November 3, 2016, Assignor's entire right, title and interest in and to the Marks, and (b) confirms that it has assigned, transferred, sold and conveyed to Assignee its entire right, title, and interest in and to the Marks, in each of (a) and (b), including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. This Confirmatory Trademark Nunc Pro Tunc Assignment and Release of Security Interest is expressly made nunc pro tunc and shall have the same legal force and effect as if executed on November 3, 2016.
2. Without limiting the foregoing, Assignor confirms that the obligations secured by the first priority security interests granted under the 5,076,814 Document and the 4,734,662 Document have been paid in full or otherwise satisfied. Assignor hereby discharges, terminates and releases its security interest in all of the Marks, and Assignor hereby assigns and transfers to the Assignee, without recourse, all of the Assignor's right, title and interest in and to each of the Marks and the related registrations and goodwill.
3. Assignor Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials performing the same or substantially same function as the Commissioner of Patents and Trademarks of the United States of America of all other governments to issue or transfer all Marks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Confirmatory Trademark Nunc Pro Tunc Assignment and Release of Security Interest upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Marks are properly assigned to Assignee, or any assignee or successor thereto. In the event that Assignor fails to timely comply with any reasonable request of Assignee set forth in this paragraph, Assignor hereby names Assignee as its attorney-in-fact, coupled with an interest, in order to take such action and execute, deliver and perform such documents as are required to fulfill the intent of this paragraph.

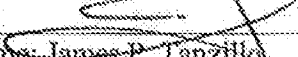
4. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Confirmatory Trademark Nunc Pro Tunc Assignment and Release of Security Interest.
5. This Confirmatory Trademark Nunc Pro Tunc Assignment and Release of Security Interest may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Confirmatory Trademark Nunc Pro Tunc Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.
6. This Confirmatory Trademark Nunc Pro Tunc Assignment and Release of Security Interest shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Confirmatory Trademark Nunc Pro Tunc Assignment and Release of Security Interest as of the date first written above.

ASSIGNOR

Zions Bancorporation, N.A. d/b/a VECTRA
BANK COLORADO

By: 
Name: James P. Tanzillo
Title: Senior Vice President
Date: October 19, 2018

ASSIGNEE

Nuclear Care Partners, LLC

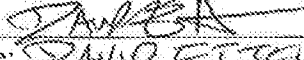


By: 
Name: DAVID ETTEMBER
Title: OFFICER
Date: 10/19/18

EXHIBIT A

MARKS

Trademark	Country	App. Date	App. No.	Reg. Date	Reg. No.
 NUCLEAR CARE PARTNERS	United States of America	2/9/2016	86/902,061	11/8/2016	5,076,814
 NCP NUCLEAR CARE PARTNERS <small>Helping Facilities Live Well. Differently.</small>	United States of America	98/2014	86/388,533	5/12/2015	4,734,662