OP \$40.00 3683766

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM574120

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TTG HOLDINGS, LLC		04/29/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Absolute Imaging Solutions, LLC	
Street Address:	2403 SIDNEY STREET, SUITE 220	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15203	
Entity Type:	Limited Liability Company: PENNSYLVANIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3683766	NIS

CORRESPONDENCE DATA

Fax Number: 7037125197

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: 7037125337

Email: jhowell2@mcguirewoods.com

Correspondent Name: Emily S. Voorheis, McGuireWoods LLP

Address Line 1: 1750 Tysons Boulevard

Address Line 2: Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	2072026-0008
NAME OF SUBMITTER:	Emily S. Voorheis
SIGNATURE:	/Emily S. Voorheis/
DATE SIGNED:	04/29/2020

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("<u>Trademark Assignment</u>"), dated as of April <u>29</u>, 2020, is made by and between TTG Holdings, LLC, a Delaware limited liability company ("<u>Assignor</u>"), and Absolute Imaging Solutions, LLC, a Pennsylvania limited liability company ("Assignee").

WHEREAS, Assignor has agreed to sell and Assignor is desirous of acquiring the Assigned Trademark Rights (as defined herein), together with the goodwill of the business connected with the use of, and symbolized by the Assigned Trademark Rights;

NOW THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in and to (i) the trademarks, trade names and all other related logos, graphics and variations of any of the foregoing, trademark applications and registrations, in each case, as identified and set forth on Schedule 1 attached hereto, and all common law rights associated with the foregoing, and (ii) all issuances, extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, the "Assigned Trademark Rights"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, 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 throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect,

evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by Consent and this Trademark Assignment.

- 3. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 4. <u>Governing Law</u>. This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.
- 5. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[signatures contained on following page]

TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

TTG Holdings, LLC

Name John R. Tomayko, Ph.D.

Title: President

ASSIGNEE:

Absolute (maging Solutions, LLC

Name: John R. Tomayko, Ph.D.

Title: Vice President

Schedule 1

1. Trademark Registrations

USPTO Trademark: NIS logo (USPTO registration number: 3,683,766)



2. Unregistered Trademarks

- a. Common law trademark: NISOTOPES, LLC, NISOTOPES
- b. Common law trademark: NUCLEAR IMAGING SERVICES, LLC, NUCLEAR IMAGING SERVICES, NUCLEAR IMAGING SERVICES—FLORIDA, LLC
- c. Common law trademark: 866-NUC-MED1
- d. Common law trademark: CUSTOMER COMES FIRST, CONTINUOUS IMPROVEMENT, QUALITY IS FREE
- e. Common law trademark in standard form of company contracts and marketing, sales, qualification materials.
- f. Common law trademark of any non-client based marketing materials created by Company.
- g. Common law trademark: NISotopes logo



h. Common law trademark: iStream logo



TRADEMARK ASSIGNMENT

RECORDED: 04/29/2020