### 900535650

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM562217

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
OPUS BANK		06/26/2017	COMMERCIAL BANK: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	NucleusHealth, LLC	
Street Address: 13280 Evening Creek Drive South, Ste 110		
City:	San Diego	
State/Country: CALIFORNIA		
Postal Code: 92128		
Entity Type:	Limited Liability Company: CALIFORNIA	

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4493862	RADCONNECT
Registration Number:	4541914	STATRAD
Registration Number:	4508832	STATRAD
Registration Number:	4532112	STATRAD

### CORRESPONDENCE DATA

Fax Number: 8777697945

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.

617-542-5070 Phone: Email: tmdoctc@fr.com **Correspondent Name:** John P. McCormick Address Line 1: P.O. BOX 1022

Address Line 4: Minneapolis, MINNESOTA 55440

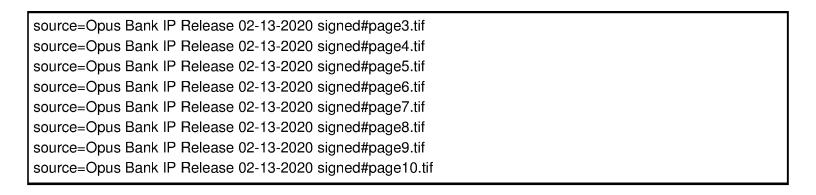
NAME OF SUBMITTER: John P. McCormick	
SIGNATURE:	/John P. McCormick/
DATE SIGNED:	02/14/2020

**Total Attachments: 10** 

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> **TRADEMARK** REEL: 006864 FRAME: 0626

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Termination and Release"), effective as of June 26, 2017, is from Opus Bank, a California commercial bank ("Opus") and NucleusHealth, LLC, a California limited liability company which is successor to StatRad, LLC, a California limited liability company. Collectively, NucleusHealth, LLC and StatRad, LLC are referred to as "StatRad."

### WITNESSETH

WHEREAS, Opus and StatRad were parties to one or more security agreements, which granted to Opus a security interest StatRad's patent listed in Exhibit A and trademarks listed in Exhibit B (collectively, the "Intellectual Property");

WHEREAS, StatRad has satisfied its obligations to Opus set forth in said security agreements with respect to the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Opus states as follows:

- 1. Opus hereby certifies that it had a security interest in the Intellectual Property, as recorded with the United States Patent and Trademark Office on Reel 005701, Frame 0141; to secure payment of certain obligations of StatRad to Opus; and
- 2. Opus hereby confirms that it released and discharged StatRad from all such obligations, at least as of June 26, 2017 per the Termination and Release of Security Interest in Intellectual Property attached hereto as Exhibit C.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer.

OPUS BANK By:
Name: Kristina Guillen
Title: <u>VP, Loan Service Manager</u>
Date: February 13, 2020

# Exhibit A

Owner	Name/Identifier	Type of IP	Registration/Publication
			or Application Number
StatRad, LLC	Remote Viewing of	Patent	62/085,138
	Large Image Files		

# Exhibit B

Owner	Name/Identifier	Type of IP	Registration/Publication
			or Application Number
StatRad, LLC	RADCONNECT	Trademark	4,493,862
StatRad, LLC	statrad	Trademark	4,541,914
StatRad, LLC	statrad	Trademark	4,508,832
StatRad, LLC	STATRAD	Trademark	4,532,112

# Exhibit C

[Original Termination and Release Agreement]

# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of January 04, 2017, (this "Termination and Release") is from Opus Bank, a California commercial bank ("Opus") to STAT RADIOLOGY MEDICAL CORPORATION. (the "Grantor").

### WITNESSETH:

WHEREAS, pursuant to the (i) Credit Agreement, dated as May 19, 2015 (the "Credit Agreement"), by and among Grantor and Opus and (ii) Intellectual Property Security Agreement, dated as of December 22, 2015(the "IP Security Agreement"), by and among the Grantors and Opus, the Grantor granted to Opus a security interest (the "Security Interest") in the Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office on January 04, 2016 on Reel/Frame No. 5701/0141 and 037400/0370; and

WHEREAS, Opus desires to terminate and release the entirety of the Security Interest in the Collateral since all the Obligations of the Grantors under the Loan Documents (as defined in the Credit Agreement) have been paid in full and are no longer outstanding.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Opus hereby states as follows:

- 1. <u>Definitions</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement.
- 2. Release of Security Interest. Opus hereby terminates, releases, and discharges the Security Interest in the Collateral, including the Trademarks and Copyrights listed in Exhibit 1 attached hereto. In addition, (i) any and all right, title, or interest of Opus in the Collateral and all proceeds thereof, including without limitation the goodwill of the business connected with the use of, and symbolized by, the Collateral, (ii) any and all causes of action which may exist by reason of infringement of the Collateral, (iii) any and all rights Opus may have to licenses or rights granted under the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights and (iv) any and all amendments, renewals, reissuances and replacements of the Collateral, shall be released, and hereby cease and become void.
- 3. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California

without giving regard to any conflict of laws provision that would cause the application of the laws of any jurisdiction other than the State of California.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Intellectual Property by its duly authorized officers as of the date first written above.

**OPUS BANK** 

By:

Name: \_\_Susan Berge\_

Title: \_\_VP-Loan Service Manager\_\_\_\_

Address for Notices:

19900 MacArthur Blvd. 12<sup>th</sup> Floor Irvine, California 92612 Attn: Credit Administration

# EXHIBIT A

Copyrights

None.

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## EXHIBIT B

### Patents

 Owner	Name/Identifier	Type of IP	Registration/Publication or Application Number
STATRAD, LLC	Remote Viewing of Large Image Files	Patent	62/085,138

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## EXHIBIT C

### Trademarks

Owner	Name/Identifier	Type of IP	Registration/Publication or Application Number
StatRad, LLC	RADCONNECT	Trademark	4,493,862
StatRad, LLC	statrady	Trademark	4,541,914
StatRad, LLC	statrad	Trademark	4,508,832
StatRad, LLC	STATRAD	Trademark	4,532,112
StatRad, LLC	STATRAD	Trademark	4,316,554

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TRADEMARK REEL: 006864 FRAME: 0637

**RECORDED: 02/14/2020**