

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330014

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zions Bancorporation		12/31/2014	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vectra Bank Colorado		
<b>Street Address:</b>	2000 S. Colorado Blvd.		
<b>Internal Address:</b>	Suite 2-1100		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80222		
<b>Entity Type:</b>	INC. ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4522045	VECTRAVIEW	
<b>Registration Number:</b>	2354783	VECTRA BANK COLORADO	
<b>Registration Number:</b>	2316138	VECTRA BANK COLORADO	
<b>Registration Number:</b>	2361580	VECTRA BANK	
<b>Registration Number:</b>	1604952	VECTRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8013649127		
<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>			
<b>Phone:</b>	8015307388		
<b>Email:</b>	jhrees@cnmlaw.com		
<b>Correspondent Name:</b>	John H. Rees		
<b>Address Line 1:</b>	10 East South Temple		
<b>Address Line 2:</b>	Suite 900		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84133		
<b>ATTORNEY DOCKET NUMBER:</b>	Z1575.020251		
<b>NAME OF SUBMITTER:</b>	John H. Rees		
<b>SIGNATURE:</b>	/John H. Rees/		
<b>DATE SIGNED:</b>	01/26/2015		

OP \$140.00 4522045

**Total Attachments: 4**

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## Trademark Assignment Agreement

This Trademark Assignment Agreement ("Agreement") is made and entered into by and between Zions Bancorporation, a Utah corporation ("Assignor"), and Vectra Bank Colorado, a national association ("Assignee").

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. In connection with a regulatory plan adopted, or to be adopted, by Assignor and its affiliates, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, as one of its affiliates, all of Assignor's right, title and interest in and to all of the trademarks identified on the attached Exhibit A, which is incorporated by reference ("Assigned Trademarks"). The Assigned Trademarks include (a) the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, (b) the Assigned Trademarks whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world, (c) all registrations and applications for registration of the Assigned Trademarks, (d) issuances, extensions and renewals of such registrations and applications, (e) all licenses and similar contractual rights with respect to any of the Assigned Trademarks granted by Assignor to any third party, (f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, (g) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world, and (h) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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. Notwithstanding anything to the contrary in this Agreement, no intent to use application is assigned by this Agreement until the application matures into registration, and the trademark identified in the application is registered in the United States Patent and Trademark Office. Upon registration of the trademark, no further act is necessary for the assignment of the application and resulting registration to be effective.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office ("USPTO"), and any other national, federal and state government officials to record and register this Agreement upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. Cooperation. Assignor agrees not to challenge Assignee's rights in and to the Assigned Trademarks, or to take any action whatsoever with respect to the Assigned Trademarks, except as specifically requested or consented to in writing by Assignee, or as

provided under this Agreement. Assignee shall have the sole right to sue for infringement of the Assigned Trademarks for any claims arising or accruing prior to or after the date of the execution of this Agreement, and to collect all damages and profits for all such claims and causes of action.

6. General.

a. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

b. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

c. Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule.

d. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.


e. Electronic Signatures. Assignor and Assignee expressly agree that they may, but are not obligated to, conduct this transaction electronically, including by scan, email, fax, or other electronic means, pursuant to the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq. and the applicable Uniform Electronic Transactions Act, as amended or substituted. An electronic signature shall have the same effect as an ink signature, and the enforceability of this Agreement shall not be affected because it has been signed electronically or digitally. The person signing this Agreement by electronic means is the person represented as the signer of this Agreement, and he or she has full power and authority to electronically sign this Agreement.

[Signatures on following page.]

Dated: December 31, 2014.

ASSIGNOR

ZIONS BANCORPORATION


By 

Name: James Abbott

Title: Director of Investor Relations

ASSIGNEE

VECTRA BANK COLORADO

By 

Name: Erica McIntire

Title: EVP, MarComm Department

Exhibit A

Assigned Trademarks

<u>Trademark</u>	<u>Registration No.</u>
VECTRAVIEW	4,522,045
VECTRA BANK COLORADO (STYLIZED/DESIGN)	2,354,783
VECTRA BANK COLORADO	2,316,138
VECTRA BANK	2,361,580
VECTRA	1,604,952