OP \$140.00 3605232

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|---|----------------|---------------------|
| IIPIXETELL. INC. | FORMERLY Ontier, Inc., fka Knowledge Equity, Inc. | 05/31/2011 | CORPORATION: OREGON |

RECEIVING PARTY DATA

| Name: | Northwest Analytics, Inc. |
|-----------------|-------------------------------|
| Also Known As: | AKA Northwest Analytical Inc. |
| Street Address: | 111 SW 5TH AVE STE 800 |
| City: | Portland |
| State/Country: | OREGON |
| Postal Code: | 97204 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------|
| Registration Number: | 3605232 | PIXETELL |
| Registration Number: | 3836186 | SAY IT. SHOW IT. SEND IT. |
| Serial Number: | 77895589 | HYPERLENS |
| Registration Number: | 3883383 | REPLY RIBBON |
| Serial Number: | 77559250 | REPLY RIBBON |

CORRESPONDENCE DATA

Fax Number: (503)419-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 503-419-3012

Email: mjames@whiteandlee.com

Correspondent Name: Mark B. James

Address Line 1: 805 SW Broadway, Suite 2440
Address Line 4: Portland, OREGON 97205

TRADEMARK REEL: 004586 FRAME: 0184

| NAME OF SUBMITTER: | Mark B. James |
|--------------------|-----------------|
| Signature: | /Mark B. James/ |
| Date: | 07/19/2011 |
| | |

Total Attachments: 7

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BILL OF SALE

This BILL OF SALE is made and entered into as of May 31, 2011, by and among on the one hand, Northwest Analytics, Inc., a Delaware corporation ("Buyer"), and, on the other hand, Pixetell, Inc., an Oregon corporation ("Seller"). The Buyer and the Seller are referred to collectively herein as the "Parties." All defined terms not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement dated as of May 31, 2011, by and among the Buyer, the Seller (the "Purchase Agreement").

RECITALS

- A. Pursuant to the Purchase Agreement, Seller agreed to sell, and Buyer agreed to purchase, the Purchased Assets for an amount of consideration equal to the Purchase Price.
- B. It is the Parties' intention to reflect the transfer of the Purchased Assets by the execution and delivery of this Bill of Sale of even date herewith at the Closing.
- C. The Parties now desire to carry out the intent and purpose of the Purchase Agreement by Seller's execution and delivery to Buyer of this Bill of Sale as evidence of the sale, conveyance, assignment, transfer and delivery to Buyer of the Purchased Assets pursuant to the Purchase Agreement.
- **NOW, THEREFORE**, in consideration of the covenants, promises and representations set forth herein and in the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:
- 1. Seller does hereby, effective from and after the Closing, sells, conveys, assigns, transfers and delivers unto Buyer, Seller's entire right, title and interest in, to and under the Purchased Assets, as set forth in the Purchase Agreement.
- 2. Seller hereby constitutes and appoints Buyer, its successors and assigns, the true and lawful attorneys of Seller, with full power of substitution for Seller and in its name and stead or otherwise, for the benefit of Buyer, its successors and assigns, to take the following actions in relation to the Purchased Assets:
- a. demand and receive from time to time, any and all Purchased Assets hereby sold, conveyed, assigned, transferred and delivered and give receipts and releases for and in respect of the same and any part thereof; and
- b. do all such acts and things in relation to the Purchased Assets as Buyer shall deem advisable.
- 3. Seller hereby declares that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Seller in any manner and for any reason.

- 4. Each of the Parties shall use its reasonable best efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable laws, and execute and deliver such documents and other papers, as may be required to carry out the provisions of this Bill of Sale and consummate and make effective the transactions contemplated by this Bill of Sale.
- 5. Each of the Parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the Parties under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Bill of Sale, and, to the extent there shall arise a conflict between this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall control.
- 6. This Bill of Sale shall bind and shall inure to the benefit of the respective Parties and their assigns, transferees and successors.
- 7. This Bill of Sale shall be governed in all respects by the internal laws of the State of Oregon as applied to agreements entered into among Oregon residents to be performed entirely within Oregon, without regard to principles of conflicts of law.
- 8. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

-2-

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be signed, all as of the date first written above.

NORTHWEST AN ALYTICS, INC.

By:

Name: R6bert Ward

Title: Chief Executive Officer

PIXETELL, IN

By:

Name: Sebastian Rapport Title: Chief Executive Officer

(SIGNATURE PAGE TO BILL OF SALE)

SCHEDULE I

LISTED OTHER IP ASSETS

1. <u>Trademarks</u>:

Pixetell
Say it. Show it. Send it.
Hyperlens
Reply Ribbon

Seller will be retaining, and will be entitled to use, all domain names and related email addresses, including "Pixetell.com".



Business Name Search

| New Search P | mater Fries | idis Bu! | siness En | itity Data | | 07-19-2011 |
|--------------|-------------|-------------------------------|-----------|-------------|-----------|------------|
| | | | | | | 10:25 |
| | | | | | | |
| 496622-99 I | OBC AC | T ORE | GON 02 | 2-08-2008 C | 2-08-2012 | |
| DIV | KETELL, IN | IC. | | | | |
| | | ***************************** | | | | |

| New Search Printer Friendle Asso | ciated Names |
|----------------------------------|--------------------------|
| PPB PRINCIPAL PLACE OF BUSINESS | |
| 818 SW 3RD AVE STE 1478 | |
| PORTLAND OR 97204 | UNITED STATES OF AMERICA |

Please click here for general information about registered agents and service of process.

| AGT REGISTERED AGENT | 01-26- 2011 | Restor Pale |
|---------------------------------------|------------------|------------------|
| $\frac{462580}{83}$ NATIONAL REGISTEI | RED AGENTS, INC. | |
| 325 13TH STREET NE STE 501 | | |
| SALEM OR 97301 | UNITED S | TATES OF AMERICA |

| PREPRESIDENT | |
|--|----------------------------|
| SEBASTIAN I | RAPPORT |
| 818 SW 3RD AVE STE | 1478 |
| and the same of th | |
| PORTLAND OR 9720 | 4 UNITED STATES OF AMERICA |

SECSECRETARY

| SEBASTIAN RAPPORT | |
|---------------------------------------|--|
| 818 SW 3RD AVE STE 1478 | |
| | |
| PORTLAND OR 97204 UNITED STATES OF AM | |

| New Search Printer Unionally Name History | | | | |
|---|----|-----|----------------|----------------|
| Perince State Name | | | | arra perc |
| PIXETELL, INC. | EN | CUR | 07-15- 2010 | |
| ONTIER, INC. | EN | PRE | 06-19- 2008 | 07-15- 2010 |
| KNOWLEDGE EQUITY, INC. | EN | PRE | 02-08- 2008 | 06-19- 2008 |

Please <u>read</u> before ordering <u>Copies</u>.

| Sex Search Printer Friendl | s Sumn | nary Hi | istory | 1 | |
|--|------------|----------------|--------|-------|--------------|
| | | | | | 01/2001/2001 |
| CHANGE OF REGISTERED AGENT/ADDRESS | 01-26-2011 | | FI | Agent | |
| ANNUAL REPORT PAYMENT | 01-25-2011 | 01-24- 2011 | SYS | | |
| ARTICLES OF AMENDMENT | 08-20-2010 | | FI | | |
| ARTICLES OF AMENDMENT | 08-18-2010 | | FI | | |
| ARTICLES OF AMENDMENT | 07-15-2010 | | FI | Name | |
| ANNUAL REPORT PAYMENT | 01-15-2010 | 01-14- 2010 | SYS | | |
| AMENDED ANNUAL REPORT | 03-25-2009 | | FI | | |
| NOTICE LATE ANNUAL | 02-13-2009 | | SYS | | |
| ARTICLES OF AMENDMENT | 06-19-2008 | | FI | Name | |
| ARTICLES OF AMENDMENT | 04-23-2008 | | FI | | |

| INCORPORATION | | |
|---------------|--|--|
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RECORDED: 07/19/2011

