

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
LogicTree Corporation		08/09/2012	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
Name:	Logic Tree, LLC		
Street Address:	1525 Market Street		
Internal Address:	suite 200		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2693900	LOGICTREE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	7202282400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-674-7449		
Email:	sandrade@logictree.com		
Correspondent Name:	Logic Tree, LLC		
Address Line 1:	1525 Market Street		
Address Line 2:	suite 200		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Stephan H Andrade		
Signature:	/Stephan H Andrade/		
Date:	03/11/2013		
Total Attachments: 1 source=Logic Tree - Bill of Sale#page1.tif			

OP \$40.00 2693900

## BILL OF SALE

**FOR VALUE RECEIVED**, Square 1 Bank ("Seller") hereby sells, assigns and transfers to Logic Tree, LLC ("Buyer"), pursuant to the August 9, 2012 foreclosure sale under the Uniform Commercial Code, all assets of LogicTree Corporation ("Debtor") against which Seller has a security interest (the "Sale Assets"), including without limitation the assets and Collateral against which Seller has a security interest described and defined on Exhibit A hereto.

The purchase price pursuant to the foreclosure sale is \$2,159,167, which Buyer agrees to pay to Seller on or before August 31, 2012.

Without limitation of any other qualification applicable to this sale, the Sale Assets are sold subject to the following qualifications and conditions:

(i) They are sold on an as-is, where-is basis, and with all faults;

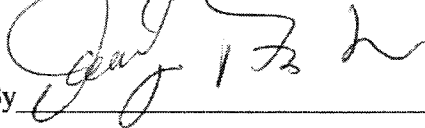
(ii) No representation or warranty of any nature or kind is made regarding or with respect to such assets, including, without limitation, any representation with respect to (a) the ability or right of the Buyer to assume any existing customer contracts with public agencies or other entities, (b) the effect on such assets of the rights of any lessors in and to any equipment or other property that is or may be subject to lease or other contractual arrangements and obligations, or (c) the effect on such assets of the rights of any senior secured creditors in and to any equipment or other property that is or may be subject to financing or other contractual arrangements and obligations; and

(iii) without limitation of any of the foregoing, there is no warranty relating to title, possession, quiet enjoyment or any other warranty of any type or nature with respect to such assets individually or taken as a whole.

This Bill of Sale shall be governed by the internal laws (and not the conflict of laws rules) of the State of North Carolina. **BUYER AND SELLER WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE SALE, THIS BILL OF SALE OR THE SALE ASSETS, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.**

Dated: August 15, 2012

LOGIC TREE, LLC

By 

Name Daniel Frydenlund  
Title CEO/Chairman

SQUARE 1 BANK

By 

Name V. DEMARCO  
Title VP