

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
Axcera, LLC		07/24/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	UBS-Axcera, Inc.
Street Address:	103 Freedom Drive
City:	Lawrence
State/Country:	PENNSYLVANIA
Postal Code:	15055
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3153796	A
Registration Number:	3227784	AXITY
Registration Number:	2307070	VISIONARY
Registration Number:	2666729	INNOVATOR

CORRESPONDENCE DATA

Fax Number: 4122090672
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (412) 297-4900
 Email: iptrademark@cohenlaw.com
 Correspondent Name: Noland J. Cheung, Cohen & Grigsby
 Address Line 1: 625 Liberty Avenue
 Address Line 4: Pittsburgh, PENNSYLVANIA 15222-3152

ATTORNEY DOCKET NUMBER:	20353.0001 (ASSIGN)
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CH \$115.00 3153796

NAME OF SUBMITTER:	Noland J. Cheung
Signature:	/Noland J. Cheung/
Date:	06/25/2013
Total Attachments: 2 source=Secured Creditor Bill of Sale UBS-Axcera & Axcera#page1.tif source=Secured Creditor Bill of Sale UBS-Axcera & Axcera#page2.tif	

SECURED CREDITOR BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that, pursuant to a public sale conducted under Article 9 of the Uniform Commercial Code on July 24, 2012, UBS-Axcera, Inc. ("Seller"), as a secured creditor of Axcera, LLC ("Debtor") and in consideration of a credit bid in the amount of \$567,721.28 and other valuable consideration, hereby sells, assigns and transfers to UBS-Axera, Inc., its successors and assigns ("Buyer") all of Debtors' right, title and interest in and to all assets of the Debtor in which Seller or its predecessor in interest, First Commonwealth Bank, has or had a security interest or lien of any nature or kind, including, but not limited to, the following, wherever located (collectively, the "Assets"):

(i) All of the Debtor's personal property of every kind and nature including without limitation all (A) goods (including stock-in-trade, goods on consignment, and computer programs embedded in such goods, (B) inventory (including raw materials, work in process, or materials used or consumed in Debtor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed), (C) equipment (including machinery, vehicles and furniture), (D) instruments (including promissory notes), (E) documents (including warehouse receipts), (F) accounts (including health-care insurance receivables and credit card receivables), (G) chattel paper (whether tangible or electronic), (H) deposit accounts, including, without limitation, all of Debtor's rights, title and interest in and to that certain segregated account at First Commonwealth Bank with a balance of \$153,600, which serves as collateral for that certain Letter of Credit dated June 4, 2010, (I) letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), (J) commercial tort claims, (K) securities and all other investment property, (L) supporting obligations, any other contract rights or rights to the payment of money, (M) insurance claims and proceeds, (N) all general intangibles (including all payment intangibles and software), and (O) all property of the Debtor;

(ii) All accessories, accessions, attachments, modifications, parts, fittings and special tools to, of or for, and all substitutions, replacements, renewals, additions and improvements to, of or for any of the Assets; and

(iii) All products and cash and non-cash proceeds of any of the Assets, inclusive, above, including, without limitation, all proceeds of insurance policies insuring the aforesaid collateral and documents

covering the aforesaid collateral, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection or any other temporary or permanent disposition or encumbrance of such items (or any part thereof) or any interest therein, whether or not constituting "proceeds" as defined in the Uniform Commercial Code.

TO HAVE AND TO HOLD the Assets for the full use, benefit and disposition of Buyer and its successors and assigns, forever.

This Secured Creditor Bill of Sale may be executed in multiple counterparts each of which shall be deemed an original but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, this Secured Creditor Bill of Sale has been duly executed and delivered effective as of this 24th day of July, 2012.

SELLER:

UBS-AXCERA, INC., as Secured Creditor

By: *Kes*
Name: Dr. Karen Safaryan
Title: Director

BUYER:

UBS-AXCERA, INC

By: *Kes*
Name: Dr. Karen Safaryan
Title: Director

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