

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axzo Press LLC		03/14/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Logical Operations Inc.		
Street Address:	3535 Winton Place		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14523		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3582673	AXZO PRESS	
CORRESPONDENCE DATA			
Fax Number:	5854543030		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	585-278-9354		
Email:	jlennon@merzbachlaw.com		
Correspondent Name:	Steven Y. Solomon		
Address Line 1:	73 State Street		
Address Line 4:	Rochester, NEW YORK 14614		
NAME OF SUBMITTER:	Steven Y. Solomon		
SIGNATURE:	/Steven Y. Solomon/		
DATE SIGNED:	03/18/2014		
Total Attachments: 7			
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OP \$40.00 3582673

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (together with the Schedules hereto, this "*Assignment*") is made and entered into effective as of March 14, 2014 (the "*Effective Date*"), and is by and between Axzo Press LLC, a Delaware limited liability company ("*Assignor*"), and Logical Operations Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated March 14, 2014 (the "*Asset Purchase Agreement*"), pursuant to which Assignor has agreed to transfer and assign, and Assignee has agreed to acquire, certain intellectual property assets and rights;

WHEREAS, the parties hereto desire to effectuate the transfer of Assignor's intellectual property rights to Assignee by entering into this Assignment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) "*Assigned IP*" means all of the registered patents, trademarks and service marks of Assignor, all of which are listed on Schedule 1 hereto, along with any registrations thereof and any all extensions, renewals, continuations, divisions or reissues, and all other corresponding rights that are or may be secured under the laws of the United States or anywhere in the world, with respect thereto, and all Intellectual Property Rights.

(b) "*Intellectual Property Rights*" means any or all of Assignor's right, title, and interest in, arising out of, or associated with the Assigned IP, including without limitation: (i) all inventions (whether patentable or not), processes, invention disclosures, improvements, trade secrets, proprietary information, and know how; (ii) damages or benefits derived from any action arising out of or related to the foregoing, including without limitation all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned IP, with the right to sue for and collect the same; (iii) any income, royalties, or payments arising out of the Assigned IP on or after the Effective Date; (iv) documentation and materials relating to the foregoing; and (v) any equivalent rights to any of the foregoing anywhere in the world.

2. Transfer and Assignment. As of the Effective Date, Assignor hereby sells, assigns and transfers to Assignee all of Assignor's worldwide right, title and interest in and to the Assigned IP for the use and enjoyment of Assignee and its successors and assigns.

3. Further Assurances. In addition to the further assurances covenant of the parties in the Asset Purchase Agreement, the parties agree as follows: To the extent reasonably requested by Assignee, Assignor will cause, and hereby authorizes, the patent office, trademark office and similar or comparable agencies and offices, in any country or jurisdiction to record Assignee as the sole and exclusive owner of the Assigned IP (including all registrations thereof) and that all Assigned IP is and shall be issued in the name and for the benefit of Assignee. Assignor hereby constitutes and appoints Assignee as Assignee's true and lawful attorney in fact, with full power of substitution, in Assignor's name and stead, on behalf of Assignor and for the benefit of Assignee and its successors and assigns, to execute and deliver for and on behalf of Assignor such other and further documents and instruments as may be reasonably required to

effectuate this Assignment. Assignor acknowledges and agrees that said power of attorney is coupled with an interest and is and shall be irrevocable. Assignor further acknowledges that Assignee, in serving in such capacity at the request of Assignor, is not assuming any of Assignor's obligations by reason of such actions.

4. Consideration. As full consideration in exchange for the foregoing transfer of the Assigned IP, Assignor shall receive the consideration described in the Asset Purchase Agreement.

5. General.

(a) *Entire Agreement; Waivers* It is the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements or understandings as to such subject matter. No waiver of any of the provisions of this Assignment shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(b) This Assignment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) No amendment or modification of this Assignment shall be valid unless made in writing and signed by both parties to this Assignment.

(d) This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(e) In case any provision of this Assignment shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be served from this Assignment. In either case the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby.

(f) The parties have participated jointly in the negotiation and drafting of this Assignment. In the event that an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Assignment.

(g) In the event a party to this Assignment seeks enforcement of this Assignment or any provision hereof, the prevailing party shall be entitled to recover from the non-prevailing party its costs and reasonable attorneys' fees incurred in connection therewith.

(h) This Assignment shall be governed by, construed, interpreted and the rights of the parties determined in accordance with the laws of the State of New York, without regard to conflict of law principles. The state and federal courts in the County of Monroe, State of New York shall have exclusive jurisdiction over the parties hereto with respect to any dispute or controversy among them arising under or in connection with this Assignment and, by execution and delivery of this Assignment, each of the parties hereby submits to the jurisdiction of those courts and waives any defenses based on an inconvenient forum.


[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed effective as of the Effective Date.

LOGICAL OPERATIONS INC.

By: 
Name: Zev "Bill" Rosenthal
Title: Chief Executive Officer

AXZO PRESS LLC

By: 
Name: Kenneth J. Wasnock
Title: Chief Executive Officer

Schedule 1

Assigned IP

[see attached.]

[OTHER ASSIGNED INTELLECTUAL PROPERTY INTENTIONALLY OMITTED FROM THIS COPY OF THE DOCUMENT TO RECORD TRADEMARK ASSIGNMENT]