

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332084

<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>
Square 1 Bank		08/09/2012	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Logic Tree, llc		
<b>Street Address:</b>	1732 wazee street, #202		
<b>City:</b>	denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: COLORADO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2693900	LOGICTREE	
<b>Registration Number:</b>	2879857	SPEECHGATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3034843448		
<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>	303 906-7598		
<b>Email:</b>	aking@anthonyakinglaw.com		
<b>Correspondent Name:</b>	Anthony A. King, esq		
<b>Address Line 1:</b>	3900 E. mexico, suite 310		
<b>Address Line 4:</b>	denver, COLORADO 80210		
<b>NAME OF SUBMITTER:</b>	Anthony A. King		
<b>SIGNATURE:</b>	/anthonyaking/		
<b>DATE SIGNED:</b>	02/13/2015		
<b>Total Attachments: 5</b>			
source=FKR - Logic Tree LLC - Bill of Sale#page1.tif			
source=FKR - Logic Tree LLC - Bill of Sale#page2.tif			
source=FKR - Logic Tree, LLC - IP Exhibits to Bill of Sale#page1.tif			
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source=FKR - Logic Tree, LLC - IP Exhibits to Bill of Sale#page3.tif			

OP \$65.00 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 Logic Tree 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

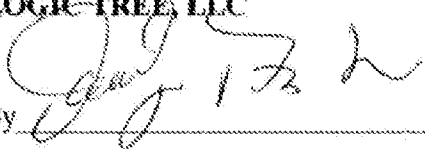
(iii) without limitation of any of the foregoing, there is no warranty relating to title, possession, quiet enjoyment or any other warranty of any type or nature with respect to such assets individually or taken as a whole.

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

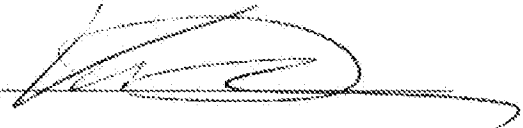
  
Name VICTOR DEMARCO  
Title VP

Exhibit A

**Collateral**

All personal property of Debtor, wherever located, including, but not limited to all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), financial assets, general intangibles (including patents, trademarks, copyrights, goodwill, payment intangibles, domain names, and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, all supporting obligations and the security therefor or for any right to payment, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records.

All terms above have the meanings given to them in the North Carolina Uniform Commercial Code, as amended or supplemented from time to time, including revised Article 9 of the Uniform Commercial Code-Secured Transactions.

Without limitation of the foregoing, the Collateral includes the following assets of the Debtor:

- (a) All customer lists, the right to assume customer contracts, and the rights to enter into agreements with customers;
- (b) All software and applicable copyrights, patents, trademarks, and other intellectual property of the Debtor, including without limitation the rights of Debtor to the multi-channel communications platform ("MCP") software and all source code relating thereto, any and all rights of Debtor to patents and patent rights relating to MCP;
- (c) Computer Equipment, software and other equipment required or otherwise used in connection with the operation of the business of the Debtor and/or its employees; and
- (d) Rights of Debtor with respect to its license and other contractual undertakings with customers and users of the Debtor's services, including transit customers.

A handwritten signature in black ink, consisting of a large, stylized initial 'J' followed by a surname that appears to be 'Johnson'.

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
CCOS directory assistance	TX0006022239	2004-08-24
North Carolina Department of Transportation application callflows	TX0006022238	2004-08-24
WMATA RideGuide application callflows	TX0006022237	2004-08-24
511 – St. Louis, MO	TX0006022236	2004-08-24

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
Voice-Optimized Database System and Method of Using Same	6,377,927	4/23/2002
Telephony-Data Application Interface Apparatus and Method for Multi-Modal Access to Data Applications	6,941,273	9/06/2005
Multi-Modal, Multi-Path User Interface for Simultaneous Access to Internet Data over Multiple Media	6,948,129	9/20/2005
System for Providing Multi-Phased, Multi-Modal Access to Content Through Voice and Data Devices	7,200,142	4/03/2007
Multi-Modal Voice Enabled Content Access and Delivery System	7,283,973	10/16/2007
System for Providing Multi-Phased, Multi-Modal Access to Content Through Voice and Data Devices	8,000,320	8/16/2011
Telephony-Data Application Interface Apparatus and Method for Multi-Modal Access to Data Applications	11/143,941	06/03/2005

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
LogicTree	2,693,900	3/4/2003
Speechgate	2,879,857	8/31/2004