

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
Micrin Holdings Corporation		08/02/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Commtech Sales, LLC		
Street Address:	2601 Resource Drive		
Internal Address:	Suite 200		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75074		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3647472	MICRIN	
CORRESPONDENCE DATA			
Fax Number:	9725338322		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	972-509-4900		
Email:	tdavis@davislp.com		
Correspondent Name:	Commtech Sales, LLC		
Address Line 1:	2601 Resource Drive		
Address Line 2:	Suite 200		
Address Line 4:	Plano, TEXAS 75074		
NAME OF SUBMITTER:	Michael Madonna		
Signature:	/Michael Madonna/		
Date:	04/02/2013		

OP \$40.00 3647472

Total Attachments: 9

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THE STATE OF TEXAS
COUNTY OF DALLAS

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KNOW ALL MEN BY THESE PRESENTS

BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT, is made and delivered this 2nd day of August, 2011 (the "Agreement"), and is by Daniel J. "Corky" Sherman, in his capacity as Chapter 7 Trustee of Micrin Holdings Corporation ("Assignor"), which is a debtor under Chapter 7 of the United States Bankruptcy Code in Case No. 10-36428, filed in the Northern District of Texas, Dallas Division, in favor of Commtech Sales LLC ("Assignee").

WHEREAS, on or about December 16, 2008, United IP, LLC, a wholly owned subsidiary of Micrin Holdings Corporation (the "Debtor"), acquired the *Micrin* trademark (Reg. #3647472) (the "Micrin Trademark"); and

WHEREAS, on September 3, 2010, United IP, LLC executed a Bill of Sale and transferred all of its assets, including the Micrin Trademark, to the Debtor; and

WHEREAS, on January 20, 2011, a Notice of Assignment was filed with the United States Patent and Trademark Office, which apparently attempts to transfer the Micrin Trademark from United IP, LLC to J. Kirston Henderson; and

WHEREAS, notwithstanding the January 20, 2011 filing, J. Kirston Henderson agrees that the Micrin Trademark is property of the Debtor's bankruptcy estate, and may be sold by Assignor free and clear of all interests, if any, of J. Kirston Henderson; and

WHEREAS, Assignor and Assignee agree to a purchase and sale pursuant to Section 363 of the Bankruptcy Code, pursuant to which the Assignor will transfer, assign and convey to Assignee the www.micrin.com internet domain name, United States Radio Frequency Corporation d/b/a Micrin Systems (Micrin) UL certification rights¹ and the *Micrin* Trademark (Reg. #3647472) (collectively, the "Assets"), on the terms and subject to the conditions provided in the Agreement; and

NOW, THEREFORE, in consideration of the receipt of the Purchase Price of Ten Thousand dollars (\$10,000.00) cash paid by Assignee to Assignor, and other good and valuable consideration in hand, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor and J.K. Henderson do hereby ASSIGN, TRANSFER, SET OVER, CONVEY, AND DELIVER to Assignee, its successors and assigns, all of its right, title and interest to the Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever; however, Assignor acknowledges and agrees, by its acceptance hereof, that the Assets assigned and transferred hereunder are transferred and assigned without warranty express or implied, "as is", "where is", and in their present condition with all faults, and that Assignor has not made and does not hereby make any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether statutory, express or implied, with respect to the suitability of the property for any activities and uses which Assignor may conduct, compliance by the Assets with any laws, rules, ordinances or regulations of any applicable governmental authority, habitability, merchantability or fitness for a particular purpose of the Assets or otherwise with respect to the Assets.

ASSIGNEE ACKNOWLEDGES THAT IT IS ACCEPTING THE ASSETS IN THEIR PRESENT CONDITION WHEREVER LOCATED, THAT ASSIGNOR HAS NOT CONDUCTED ANY INVESTIGATION OF THE PHYSICAL CONDITION OF THE ASSETS, THAT ASSIGNOR HAS NOT AND IS NOT

¹ Does not include UL Certification fees due under any agreement with United States Radio Frequency Corporation (USRF), J.K. Henderson, or any other insider of Debtor or USRF.



AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE ASSETS AND THAT ASSIGNEE HAS RELIED AND IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF THE ASSETS IN ITS DETERMINATION TO ACQUIRE THE SAME. ASSIGNEE FURTHER ACKNOWLEDGES THAT THIS CONVEYANCE IS MADE WITHOUT WARRANTY AND ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR ANY PURPOSE.

Assignor and J.K. Henderson hereby agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts and assurances as Assignee may reasonably require to perfect Assignee's interest in the Assets at Assignee's expense upon reasonable notice to Assignor.


Title to the Assets shall remain with the Debtor's bankruptcy estate and title shall not vest with Assignee until the entry of a final Bankruptcy Court Order authorizing the sale. Except as expressly provided herein, it is expressly understood and accepted by Assignor, that Assignee shall have no present or future liability hereunder or further obligations hereunder, either with respect to this Bill of Sale and Assignment Agreement or the sale of the Assets of the bankruptcy estate as set forth in the Sale Order made a part hereof.

THIS AGREEMENT AND INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF AND VENUE SHALL BE THE BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION.

IN WITNESS WHEREOF, Assignor and J.K. Henderson have caused this Agreement to be executed and Assignee has joined in the execution of this Agreement by its duly authorized representative, as of the day first written above for the purposes hereinabove described and, if executed in a number of counterparts, all shall be read together and construed as but one and the same instrument.

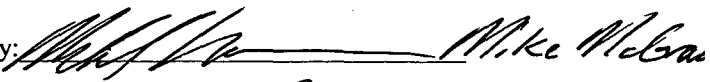
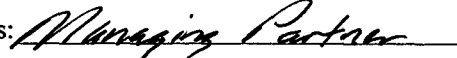
ASSIGNOR:

Chapter 7 Trustee of
Micrin Holdings Corporation

By: 
Daniel J. "Corky" Sherman

ASSIGNEE:

Commtech Sales LLC

By: 
Its: 

And

J.K. Henderson

By: _____
J.K Henderson

THE STATE OF TEXAS
 COUNTY OF DALLAS

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KNOW ALL MEN BY THESE PRESENTS

BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT, is made and delivered this ___ day of _____, 2011 (the "Agreement"), and is by Daniel J. "Corky" Sherman, in his capacity as Chapter 7 Trustee of Micrin Holdings Corporation ("Assignor"), which is a debtor under Chapter 7 of the United States Bankruptcy Code in Case No. 10-36428, filed in the Northern District of Texas, Dallas Division, in favor of Commtech Sales LLC ("Assignee").

WHEREAS, Assignor and Assignee agree to a purchase and sale pursuant to Section 363 of the Bankruptcy Code, pursuant to which the Assignor will transfer, assign and convey certain assets of the Debtor's bankruptcy estate as set forth in the attached Exhibit "1" hereto, (which is incorporated for all purposes as if fully set forth, and which are referred to herein as the "Assets") to Assignee on the terms and subject to the conditions provided in the Agreement; and

NOW, THEREFORE, in consideration of the receipt of the Purchase Price of Sixty-five thousand dollars (\$65,000.00) cash paid by Assignee to GT Sales, Inc. d/b/a Investment Recovery Services, on behalf of Assignor, and other good and valuable consideration in hand, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER, CONVEY, AND DELIVER to Assignee, its successors and assigns, all of its right, title and interest to the Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever; however, Assignor acknowledges and agrees, by its acceptance hereof, that the Assets assigned and transferred hereunder are transferred and assigned without warranty express or implied, "as is", "where is", and in their present condition with all faults, and that Assignor has not made and does not hereby make any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether statutory, express or implied, with respect to the suitability of the property for any activities and uses which Assignor may conduct, compliance by the Assets with any laws, rules, ordinances or regulations of any applicable governmental authority, habitability, merchantability or fitness for a particular purpose of the Assets or otherwise with respect to the Assets.

ASSIGNEE ACKNOWLEDGES THAT IT IS ACCEPTING THE ASSETS IN THEIR PRESENT CONDITION WHEREVER LOCATED, THAT ASSIGNOR HAS NOT CONDUCTED ANY INVESTIGATION OF THE PHYSICAL CONDITION OF THE ASSETS, THAT ASSIGNOR HAS NOT AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE ASSETS AND THAT ASSIGNEE HAS RELIED AND IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF THE ASSETS IN ITS DETERMINATION TO ACQUIRE THE SAME. ASSIGNEE FURTHER ACKNOWLEDGES THAT THIS CONVEYANCE IS MADE WITHOUT WARRANTY AND ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR ANY PURPOSE. ASSIGNEE FURTHER ACKNOWLEDGES AND ACCEPTS THAT SPECIFICALLY WITH REGARD TO THE PATTERNS FOR CASTINGS THAT ARE TRANSFERRED OR ASSIGNED PER THIS BILL OF SALE, THAT SUCH PROPERTY IS NOT IN THE PHYSICAL POSSESSION OF THE ASSIGNOR AND THE ASSIGNOR IS NOT RESPONSIBLE FOR TRANSFERRING PHYSICAL POSSESSION OF THE PATTERNS FOR CASTING TO THE ASSIGNEE.

Assignor hereby agrees to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts and assurances as Assignee may reasonably require to perfect Assignee's interest in the Assets at Assignee's expense upon reasonable notice to Assignor.

Title to the Assets shall remain with the Debtor's bankruptcy estate and title shall not vest with Assignee until the entry of a final Bankruptcy Court Order authorizing the sale. Assignee shall bear all risk of loss of the

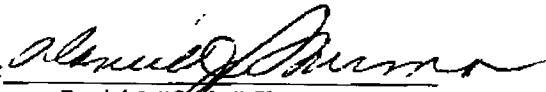
Assets following the execution and delivery of the Bill of Sale and Assignment Agreement, but Assignee shall not incur any liability for storage, rent, or other landlord claims until the vesting of title with Assignee. Accordingly, Assignor shall remain liable for such storage, rent or landlord claims on an administrative claim basis. Except as expressly provided herein, it is expressly understood and accepted by Assignor, that Assignee shall have no present or future liability hereunder or further obligations hereunder, either with respect to this Bill of Sale and Assignment Agreement or the sale of the Assets of the bankruptcy estate as set forth in the Sale Order made a part hereof.

THIS AGREEMENT AND INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF AND VENUE SHALL BE THE BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and Assignee has joined in the execution of this Agreement by its duly authorized representative, as of the day first written above for the purposes hereinabove described and, if executed in a number of counterparts, all shall be read together and construed as but one and the same instrument.

ASSIGNOR:

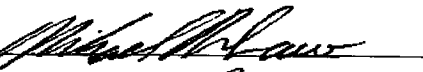
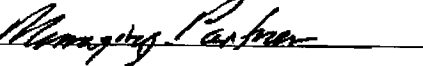
Chapter 7 Trustee of
Micrin Holdings Corporation

By: 
Daniel J. "Corky" Sherman

And

ASSIGNEE:

Commtech Sales LLC

By: 
Its: 

Micrin Assets
 3248 Skyline Circle North
 Irving, Texas

Inventory By Room

Qty	Description
8	Black 4 Drawer Lateral Files
1	Destroy - It Commercial Shredder
2	6' Wood Bookcases
1	Combo Storage Lateral File
4	Computers w/Flat Screen Monitors
2	Desks
4	Office Chairs
1	Xerox Phaser 3500 Laser Printer
2	Nortel Phones

Qty	Description
3	Black Storage Cabinets
1	Copystar GS-3035 All In One, Copy/Print/Scan/Fax
1	Brother Intellifax 4100 Laser Fax
1	Xerox Phaser 8550 Laser Printer
2	Desks

Qty	Description
2	Desks
2	Office Tables
3	Bookcases
1	8' Conference Table with (6) Chairs
5	Office Chairs
3	Computers with Flat Screen Monitors
1	Epson Workforce 310 Copy / Fax / Scan
2	Nortel Phones
2	Marker Boards, 4' x 6'
1	Black Sofa and Love Seat

Qty	Description
1	Desk
4	Office Tables
6	Office Chairs
2	Portable Wire Racks, 24" x 48" x 72" Tall
5	Computers with Flat Screen Monitors
5	Assorted Printers
3	Assorted Marker Boards
1	Tool Box with Tools
1	Bookcase
1	Nortel Phone
1	Lot Assorted Electronics

Micrin Assets
 3248 Skyline Circle North
 Irving, Texas

Inventory By Room

Qty	Description
1	Desk
3	Black Storage Cabinets
1	Bookcase
2	Computers with Flat Screen Monitors
1	Electronic Work Bench with Riser, Electrical Outlets, Anti-Static Mat, 36" x 72"
1	Server Cabinet with assorted Servers
1	Portable Wire Rack, 24" x 48" x 72" Tall
1	Lot Asst Phones and Electrical Components

Qty	Description
1	Desk
1	Office Chair
1	Bookcase
1	4 Drawer Lateral File
2	Phones (1) Nortel & (1) Cisco
1	Xerox Phaser 3500 Laser Jet Printer

Qty	Description
1	4' Round Table with (4) Chairs
2	Live Plants

Qty	Description
2	Black Sofas
1	Black Love Seat
3	Lamp Tables
5	Assorted Plants

Qty	Description
1	Refrigerator
1	Microwave, Coffee Maker, Toaster
1	Xerox Phaser 3500 Laser Fax
1	Wire Rack, 24" x 48" x 72" Tall
1	8' Conference Table with 6 Chairs
1	Desk with Chair
1	Bookcase
1	Desk with Chair
1	Chair
1	Bookcase
1	Nortel Phone
5	Assorted Live Plants

Micrin Assets
 3248 Skyline Circle North
 Irving, Texas

Inventory By Room

Qty	Description
21	Metal Shelves, 12" x 36" x 7" Tall, with Assorted Breakers, Fasteners, Capacitors, Resistors, Converters, Transistors, Fuses
14	Metal Shelves, 24" x 36" x 7" Tall, with Assorted Receptacles, Cables, Control Boxes, Insulators,
17	Electronic Work Benches with Risers, Electrical Outlets, Anti-Static Mats on Top
10	Work Station Stools
13	Portable Wire Racks, 24" x 48" x 72" Tall
6	Portable Wire Racks, 24" x 48" x 48" Tall
3	Sections Speed Rack, 48" x 96" x 84" Tall
1	Packaging Table, 48" x 120" x 34" High
1	Weight Tronix Counting Scale
5	Work Station Lamps
1	Lot Work In Process

Qty	Description
2	Electronic Work Benches with Risers, Electrical Outlets, Anti-Static Mats On Top
4	Component Racks
2	Metal Shelves, 12" x 36" x 72" Tall with Assorted Cables, Actuators
3	Sections Speed Racks, 48" x 96" x 84" Tall
1	Lot Generator Interface Boxes
1	Lot Fan Motors, PC Boards, Relays, Tekronix Testers
3	Sections Speed Racks, 48" x 96" x 8' Tall with Assorted Generator Interface Boxes, PC Boards, Relays, Tekronic Testers

Qty	Description
3	Sections Speed Racks, 48" x 96" x 72" Tall
1	Clausing 10" Lathe
1	Delta Drill Press, Mdl. 17-900, s/n 9020

Qty	Description
1	Desk
1	Office Chair
1	Computer with Flat Screen Monitor
1	Black 4 Drawer File Cabinet
1	Bookcase
1	Marker Board
1	Pallet Jack
1	4 Wheel Dollie
1	Kobalt Portable Air Compressor
1	Banding Cart
1	Component Rack with Components

Investment Recovery Services

3421 North Sylvania Ave.
 Fort Worth, Texas 76111-3103
 817-222-9848 Fax: 817-834-4075



INVOICE

DATE	INVOICE NO.
6/23/2011	21777

BILL TO
CommTech Sales LLC Attn: Mike McGraw 1500 Precision Drive #150 Plano TX 75074

SHIP TO
same 972-509-4900 ext 101 Fax: 972-509-4930

P.O. NO.	TERMS	REP	FOB	
	Due on receipt	GT		
DESCRIPTION		QTY	RATE	AMOUNT
Package of Micrin Assets to include all assets (less personally owned assets) Located at 3248 Skyline Drive, Irving, Texas Plus approximately 20 Pallets of Micrin Assets Located at 3421 N Sylvania Ave, Fort Worth, TX All equipment is sold "as is" without warranty either written or implied. All dates, s/n, specs. etc. are approximations only and buyer should make thorough inspection for exact Mfg. year, specs, etc. For Sales Tax Exemption you must provide a completed and signed sales tax resale certificate or sales tax exemption certificate. Terms: \$10,00.00 Down Payment - Due Immediately Upon Receipt of Invoice by Wire Transfer Refundable if No Court Decision Balance: Due Immediately Upon Court Approval Sales Tax			65,000.00	65,000.00T
			0.00	0.00
			8.25%	5,362.50
Payments must be made by certified funds. Non certified payments will have 10 business days to clear. No equipment will be released until funds have cleared. Thank you, we appreciate your business.			Total	\$70,362.50
			Balance Due	\$70,362.50