

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
Power Tools, Inc. dba Axceler		08/27/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Metalogix International GnbH		
Street Address:	Muhlentalstrasse 36		
City:	Schaffhausen		
State/Country:	SWITZERLAND		
Postal Code:	CH-8200		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3481601	AXCELER	
CORRESPONDENCE DATA			
Fax Number:	8886093570		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	1-650-427-0623		
Email:	kathleen@ansarilaw.com		
Correspondent Name:	Ansari Law Group		
Address Line 1:	501 Stockton Avenue		
Address Line 4:	San Jose, CALIFORNIA 95126		
ATTORNEY DOCKET NUMBER:	AXCELER ASSIGNMENT		
DOMESTIC REPRESENTATIVE			
Name:	Ansari Law Group		
Address Line 1:	501 Stockton Avenue		
Address Line 4:	San Jose, CALIFORNIA 95126		

OP \$40.00 3481601

TRADEMARK

NAME OF SUBMITTER:	Kathleen S. Ansari
Signature:	/Kathleen S. Ansari/
Date:	09/12/2013
Total Attachments: 4 source=Trademark Assignment (AXCELER)#page1.tif source=Trademark Assignment (AXCELER)#page2.tif source=Trademark Assignment (AXCELER)#page3.tif source=Trademark Assignment (AXCELER)#page4.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (“Assignment”), dated as of August 27, 2013, is by and between Power Tools, Inc. dba Axceler, a corporation organized and existing under the laws of Delaware, and having a usual place of business at 600 Unicorn Park Drive, Woburn, MA 01801 (“Assignor”) and Metalogix International GmbH, a company organized and existing under the laws of Switzerland (“Assignee”).

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A (the “Marks”);

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks;

WHEREAS, Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing pursuant to Section 2.2(c) of the Purchase Agreement.


NOW, THEREFORE, in consideration of the foregoing premises and covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignor does hereby assign, transfer and set over to Assignee all right, title, and interest in and to the Marks, together with all of the goodwill symbolized thereby and appurtenant thereto.
2. Assignor does also hereby assign, sell, transfer and set over unto Assignee all claims for damages for reason of past or current infringement of the Mark, as well as the right to sue for and collect the same for its own use and enjoyment.
3. Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any U.S. state or states, or any country or countries foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.
4. Assignor hereby agrees to execute, acknowledge, deliver, file and record, at the reasonable request of Assignee, such further certificates, amendments, instruments and documents, and to do all such other acts and things, as Assignee may reasonably request in order to carry out the intent and purpose of this Assignment. Assignor further covenants and agrees that Assignor will at any time upon the reasonable request of Assignee, communicate to Assignee any material facts relating to the Marks known to Assignor.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as a sealed instrument as of the date first written above:

ASSIGNOR: POWER TOOLS, INC. DBA AXCELER

By: 
Name: Michael L Alden
Title: CEO

ASSIGNEE: METALOGIX INTERNATIONAL GmbH

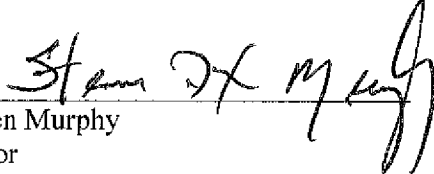
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as a sealed instrument as of the date first written above:

ASSIGNOR: POWER TOOLS, INC. DBA AXCELER

By: _____
Name: _____
Title: _____

ASSIGNEE: METALOGIX INTERNATIONAL GMBH

By:  _____
Name: Steven Murphy
Title: Director

[Signature Page to Trademark Assignment Agreement]

Schedule A

MARKS

<i>COUNTRY</i>	<i>MARK</i>	<i>APPLICATION NO.</i>	<i>REGISTRATION NO.</i>	<i>REGISTRATION DATE</i>
United States	AXCELER	77151976	3481601	05-AUG-2008