

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xceed Molecular Corporation		05/07/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Axela, Inc.		
Street Address:	50 Ronson Drive, Suite 105		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M9W 1B3		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3944730	AUTOGRAPH CHIP	
Registration Number:	3427680	ZIPLEX	
Registration Number:	3454591	ZIPLEX	
Registration Number:	3520213	ZIPLEX	
CORRESPONDENCE DATA			
Fax Number:	7812835776		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7812835775		
Email:	joneill@feinberghanson.com		
Correspondent Name:	Julie O'Neill		
Address Line 1:	57 River St. Suite 204		
Address Line 4:	Wellesley, MASSACHUSETTS 02481		
ATTORNEY DOCKET NUMBER:	AXELA - ZIPLEX		
DOMESTIC REPRESENTATIVE			
Name:	Julia K. O'Neill		
Address Line 1:	57 River St Ste 204		
Address Line 4:	Wellesley, MASSACHUSETTS 02481		
NAME OF SUBMITTER:	Julia K. O'Neill		
SIGNATURE:	/Julia K. O'Neill/		
TRADEMARK			

OP \$115.00 3944730

DATE SIGNED:	05/08/2014
---------------------	------------

Total Attachments: 4

source=TMK assignment 2014 05 07 (executed)#page1.tif

source=TMK assignment 2014 05 07 (executed)#page2.tif

source=TMK assignment 2014 05 07 (executed)#page3.tif

source=TMK assignment 2014 05 07 (executed)#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of May 7, 2014, is made by Xceed Molecular Corporation, a Canadian corporation with a principal address of 50 Ronson Drive, Suite 105, Toronto, Ontario M9W 1B3 (“**Seller**”), in favor of Axela, Inc., a Canadian corporation with a principal address of 50 Ronson Drive, Suite 105, Toronto, Ontario M9W 1B3 (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an agreement previously entered into (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

Xceed Molecular Corporation

Witness:

Liam Deems

Print name of Witness:

Liam Deems


By: David Deems

Name: David Deems

Title: President and CEO

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

Mark	Picture of Mark if Stylized	Goods and Services	Registration Date	Registration Number
Autograph Chip		International Class 001: Diagnostic reagents for scientific use; diagnostic test kits for scientific use comprised of reagents, processing chemicals, and porous substrate materials, alone or attached to a solid body for handling.	Registered 4/12/2011	3944730
Ziplex		International Class 009: Multiplex test analysis equipment and software for the measurement and analysis of gene expression, single nucleotide polymorphisms, qualitative assays and protein arrays by means of hybridization, imaging and data quantification.	Registered 5/13/2008	3427680
Ziplex	 Ziplex	International Class 009: Multiplex test analysis equipment and software for the measurement and analysis of gene expression, single nucleotide polymorphisms, qualitative assays and protein arrays by means of hybridization, imaging and data quantification.	Registered 6/24/2008	3454591
Ziplex		International Class 001: Diagnostic reagents for scientific use; diagnostic test kits for scientific use comprised of reagents, processing chemicals, and porous substrate materials, alone or attached to a solid body for handling;	Registered 10/21/2008	3520213