

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339883

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Uni-Pixel, Inc.		04/16/2015	CORPORATION: DELAWARE
Uni-Pixel Displays, Inc.		04/16/2015	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Hudson Bay Fund LP, as collateral agent
Street Address:	777 Third Avenue
Internal Address:	30th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4382277	UNIPIXEL
Registration Number:	4275649	UNIPIXEL
Registration Number:	4378639	DIAMOND GUARD
Registration Number:	4436821	UNIBOSS
Registration Number:	4009785	CLEARLY SUPERIOR
Serial Number:	86194816	COPPERHEAD
Serial Number:	86136878	COPPERHEAD FLEXIBLE PRINTED ELECTRONICS
Serial Number:	86047846	INTOUCH

CORRESPONDENCE DATA

Fax Number: 2125935955

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.

Phone: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

TRADEMARK

ATTORNEY DOCKET NUMBER:	065903-0077
NAME OF SUBMITTER:	Scott Kareff (065903-0077)
SIGNATURE:	/kc for sk/
DATE SIGNED:	04/30/2015
Total Attachments: 3 source=Trademark Assignment for Security for Uni-Pixel, Inc. and 1 other#page1.tif source=Trademark Assignment for Security for Uni-Pixel, Inc. and 1 other#page2.tif source=Trademark Assignment for Security for Uni-Pixel, Inc. and 1 other#page3.tif	

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Uni-Pixel, Inc. and Uni-Pixel Displays, Inc. (each, an "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Assignor has entered into a Pledge and Security Agreement, dated as of April 16, 2015 (as amended, restated or otherwise modified from time to time the "Security Agreement"), in favor of Hudson Bay Fund LP, as collateral agent for certain buyers (the "Assignee");

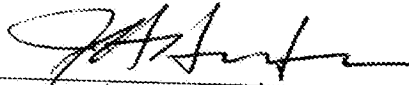
WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Buyers (as defined in the Security Agreement) a continuing security interest in all right, title and interest of each Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the "Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Buyers a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Buyers observance of the Obligations.

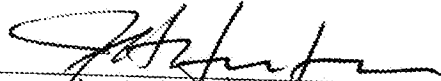
Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, each Assignor has caused this Assignment for Security to be duly executed by its officer thereunto duly authorized as of April 16, 2015.

UNI-PIXEL, INC.

By: 
Name: Jeff Hawthorne
Title: CEO

UNI-PIXEL DISPLAYS, INC.

By: 
Name: Jeff Hawthorne
Title: CEO

SCHEDULE 1A

TRADEMARKS

Trademarks that have been registered on the Principal Register:

1. Unipixel (for use on custom cut cover films)
Registered on August 13, 2013
Registration Number: 4382277
Owned by Uni-Pixel Displays, Inc.
2. Unipixel (custom manufacture of films)
Registered on January 15, 2013
Registration Number: 4275649
Owned by Uni-Pixel Displays, Inc.
3. Diamond Guard
Registered on August 6, 2013
Registration Number: 4378639
Owned by Uni-Pixel Displays, Inc.
4. Uniboss
Registered on November 19, 2013
Registration Number: 4436821
Owned by Uni-Pixel Displays, Inc.
5. Clearly Superior
Registered on August 9, 2011
Registration Number: 4009785
Owned by Uni-Pixel Displays, Inc.

Trademarks that have received a notice of allowance from the United States Patent and Trademark Office:

1. Copperhead
Filed on February 15, 2014
Notice of Allowance Date: February 10, 2015
Owned by Uni-Pixel Displays, Inc.
2. Copperhead Flexible Printed Electronics
Filed on December 6, 2013
Notice of Allowance Date: February 10, 2015
Owned by Uni-Pixel Displays, Inc.

Trademarks for which Uni-Pixel Displays, Inc. has applied for registration on the Principal Register, but which is currently suspended:

1. InTouch
Application filed on August 23, 2013