

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Huntington National Bank		12/13/2013	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Recellular, Inc.		
Street Address:	2300 Traverwood Drive		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4034305	RECELLULARTOO	
Registration Number:	4028921	REC	
CORRESPONDENCE DATA			
Fax Number:	2146616604		
<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>			
Phone:	214-953-5990		
Email:	croukipdocket@jw.com		
Correspondent Name:	Christopher J. Rourk		
Address Line 1:	901 Main Street, Suite 6000		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	141250.00012		
NAME OF SUBMITTER:	Christopher J. Rourk		
SIGNATURE:	/Christopher J. Rourk/		
DATE SIGNED:	09/22/2014		
Total Attachments: 14			
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STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

MIDCAP BUSINESS CREDIT LLC and
NXT CAPITAL SBIC, LP,

Case No. 13-1088-CK

Hon. Archie C. Brown

Plaintiffs,

v.

RECELLULAR, INC.,

Defendant.

BARRIS, SOTT, DENN & DRIKER, PLLC
James S. Fontichiaro (P35783)
Matthew J. Bredeweg (P67796)
Co-Counsel for NXT Capital
211 W. Fort Street, 15th Floor
Detroit, Michigan 48226-3281
(313) 965-9725

SCHAFFER & WEINER, PLLC
Daniel J. Weiner (P32010)
Co-Counsel for MidCap Business
Credit LLC
40950 Woodward Ave., Suite 100
Bloomfield, Michigan 48304
(248) 540-3340

SHEFSKY & FROELICH LTD.
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RUBERTO ISRAEL & WEINER,
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Brendan C. Recupero
Co-Counsel for MidCap Business
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255 State Street, 7th Floor
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(617) 742-4200

MCDONALD HOPKINS PLC
Stephen M. Gross (P35410)
Jeffrey S. Grasl (P62550)
Jason L. Weiner (P74120)
Counsel for the Receiver of the Defendant
39533 Woodward Ave, Ste. 318
Bloomfield Hills, MI 48304
(248) 646-5070

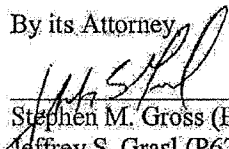
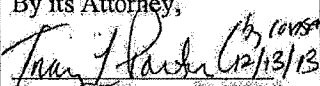
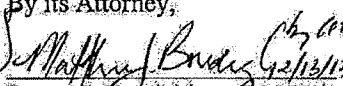
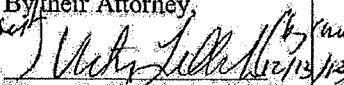
**STIPULATION FOR ENTRY OF
ORDER GRANTING RECEIVER'S MOTION FOR AUTHORITY TO
(A) SELL CERTAIN ASSETS OF THE RECEIVERSHIP ESTATE;
(B) SCHEDULE A HEARING TO APPROVE THE SALE TO THE HIGHEST BIDDER
AT AUCTION AND APPROVING THE FORM AND MANNER OF NOTICE
THEREOF; AND (C) GRANT RELATED RELIEF**

{4611441}

TRADEMARK
REEL: 005366 FRAME: 0357

Plaintiffs, MidCap Business Credit LLC (“MidCap”) and NXT Capital SBIC, LP (“NXT” and together with MidCap, the “Lenders”), Gregory Coppola, duly appointed Receiver of the Defendant, ReCellular, Inc. (“Defendant”), the Treasurer for the Township of Scio (“Scio”) and the Treasurer for the Village of Dexter (“Dexter”) hereby stipulate to the entry of the *Order Granting Receiver’s Motion for Authority to (A) Sell Certain Assets of the Receivership Estate; (B) Schedule a hearing to Approve the Sale to the Highest Bidder at Auction and Approving the Form and Manner of Notice Thereof; and (C) Grant Related Relief (“Order”)* attached hereto as **Exhibit A**.

APPROVED AS TO FORM AND SUBSTANCE
NOTICE OF ENTRY WAIVED:

<p>GREGORY COPPOLA, AS RECEIVER FOR RECELLULAR, INC.</p> <p>By its Attorney,  Stephen M. Gross (P35410) Jeffrey S. Grasl (P62550) McDonald Hopkins PLC 39533 Woodward Ave., Suite 318 Bloomfield Hills, MI 48304 Tel. (248) 646-5070 Fax. (248) 646-5075 sgross@mcdonaldhopkins.com jgrasl@mcdonaldhopkins.com</p>	<p>MIDCAP BUSINESS CREDIT LLC</p> <p>By its Attorney,  ^{by consent} Tracey L. Porter (P69984) Schafer and Weiner PLLC 40950 Woodward Ave, Suite 100 Bloomfield Hills, MI 48104 Tel. (248) 540-3340 Fax. (248) 575-4100 tporter@schaferandweiner.com</p>	<p>NXT CAPITAL SBIC, LP</p> <p>By its Attorney,  ^{by consent} James S. Fontichiaro (P35783) Matthew J. Bredeweg (P67796) Barris, Sott, Denn & Driker, PLLC 211 W. Fort Street, 15th Floor Detroit, MI 48226-3281 Tel. (313) 965-9725 jfontichiaro@bsdd.com mbredeweg@bsdd.com</p>	<p>TREASURER FOR THE TOWNSHIP OF SCIO; & TREASURER FOR THE VILLAGE OF DEXTER</p> <p>By their Attorney,  ^{by consent} Victor L. Lillich (P44286) Reading, Bitter & Lillich 603 W. Huron St. Ann Arbor, MI 48103 Tel. (734) 769-9050</p>
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Dated: December 13, 2013

{4611441}

EXHIBIT A

{4611441:}

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW**

**MIDCAP BUSINESS CREDIT LLC and
NXT CAPITAL SBIC, LP,**

Case No. 13-1088-CK

Plaintiffs,

Hon. Archie C. Brown

v.

RECELLULAR, INC.,

Defendant.

BARRIS, SOTT, DENN & DRIKER, PLLC
James S. Fontichiaro (P35783)
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**RUBERTO ISRAEL & WEINER,
P.C.**
James C. Fox
Brendan C. Recupero
Co-Counsel for MidCap Business
Credit LLC
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Jason L. Weiner (P74120)
Counsel for the Receiver of the Defendant
39533 Woodward Ave, Ste. 318
Bloomfield Hills, MI 48304
(248) 646-5070

**ORDER GRANTING RECEIVER'S MOTION FOR AUTHORITY TO
(A) SELL CERTAIN ASSETS OF THE RECEIVERSHIP ESTATE;
(B) SCHEDULE A HEARING TO APPROVE THE SALE TO THE HIGHEST BIDDER
AT AUCTION AND APPROVING THE FORM AND MANNER OF NOTICE
THEREOF; AND (C) GRANT RELATED RELIEF**

At a session of said Court

{4607493;5}

**TRADEMARK
REEL: 005366 FRAME: 0360**

Held in the City of Ann Arbor, County of Washtenaw
PRESENT: ARCHIE C. BROWN

This matter having come before the Court upon the *Receiver's Motion for Authority to: (A) Sell Certain Assets of the Receivership Estate; (B) Schedule a Hearing to Approve the Sale to the Highest Bidder at Auction and Approving the Form and Manner of Notice Thereof; and (C) Grant Related Relief ("Motion")*; the Court having considered the Motion and any objections thereto; and it appearing that the relief requested in the Motion is in the best interests of the receivership estate, its creditors, and all other interested parties; and the Court finding that:

A. The Court has jurisdiction over this matter under MCL 600.2926 and venue is proper under 600.1621;

B. The Receiver has articulated good and sufficient reasons for approving the Sale of the Assets, which exclude cash, deposits, tax refunds, claims and causes of action, and disputed Verizon funds on account with MidCap Business Credit, LLC, at a price of \$2,900,000.00 payable in cash at closing upon the terms set forth in the Asset Purchase Agreement between the Receiver and ReCellular Acquisition, Inc. ("Purchaser") attached hereto (the "APA"), which represent the highest and best offer for the Assets at the Auction; and

C. The Competitive Bidding Procedures utilized by the Receiver were reasonable and sufficient under the facts and circumstances of this case.

IT IS HEREBY ORDERED:

1. The Motion is granted. Capitalized terms not otherwise expressly defined by this Order shall have the meaning ascribed to them in the Motion.

2. Except as provided below, the Receiver is authorized to sell the Assets, free and clear of all encumbrances, to Purchaser as provided by the APA.

3. Upon closing of the Sale, the net proceeds, after payment of (i) all sums due the Receiver and his professionals (to be held in escrow by the Receiver or his Professionals subject to approval by the Court); (ii) all unpaid receivership and operating costs that have been incurred and are unpaid at closing; (iii) the sum of \$50,000 to fund post closing expenses incurred by the Receiver in winding down and closing the receivership estate; and (iv) the sum of \$25,000 for the break-up fee due to Cantaro, from the cash portion of the Purchase Price, will be distributed: (i) first, to pay creditors with valid perfected liens in the Assets based upon the priority of their respective interests in such Asset(s) as agreed by such secured creditors or as determined by the Court, and (ii) second, to the extent that there are any sale proceeds remaining, to other creditors, if any, in their respective priorities.

4. The Sale contemplated and authorized by this Order does not include property consisting of approximately 27,100 cell phone chargers currently in the possession of Jewish Vocational Services, who asserts a possessory lien against such chargers under Michigan law, the disposition of which shall be subject to further order of the Court. Nothing contained in this Order is or shall be construed as an adjudication of the extent, validity and priority of any lien asserted by Jewish Vocational Services.

5. The Sale contemplated and authorized by this Order does not include any of the cell phones subject to the *Stipulated Order Regarding Plaintiff's Emergency Motion to Enforce Restraining Order and Settlement Agreement* entered November 27, 2013 in case no. 13-360-PD pending in the Washtenaw County Circuit Court.

6. The property tax claims of the Township of Scio and the Village of Dexter, are secured by tax liens pursuant to MCL 211.40 that constitute a first, prior and superior lien to the security interests of Lenders and shall be paid at closing of the Sale from the first net proceeds of

the Sale of the Assets and the tax claims shall be pro-rated between the Receiver and Purchaser based upon the closing date.

6. This Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon execution hereof.

7. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

SO ORDERED this 13th day of December, 2013:

/S/ ARCHIE C. BROWN

Circuit Court Judge

ASSET PURCHASE AGREEMENT

AND

BILL OF SALE

ASSET PURCHASE AGREEMENT

This Agreement is dated as of December 13, 2013 by and between Gregory G. Coppola (the "Receiver" or "Seller"), in his capacity as the duly appointed Receiver of ReCellular, Inc., a Delaware corporation ("ReCellular"), Case No. 13-1088, Washtenaw Circuit Court (the "Court") and ReCellular Acquisition, Inc., a Delaware corporation with offices at 909 Hidden Ridge Rd., Suite 500, Irving, Texas 75038 (together with its nominee and assigns, the "Purchaser"), for the sale and purchase of the Purchased Assets (as defined below), on the terms and conditions set forth herein.

FOR CONSIDERATION of a total purchase price of \$2,900,000.00 payable as upon the terms set forth below following entry of a final order from the Court in form satisfactory to the Purchaser consistent with the terms and conditions outlined herein and not subject to further appeal and a stay of the order (the "Final Court Order"), the Seller hereby agrees to sell and the Purchaser hereby agrees to purchase all of the assets of ReCellular wherever located free and clear of any and all liens and encumbrances, including without limitation all inventory, contract rights (including to the extent assignable all warranties), machinery, equipment, furniture, fixtures, trademarks, trade names, books and records, together with all intangibles (the "Purchased Assets"), and excluding only Seller's cash on hand, deposits, tax refunds, claims and causes of action, assets not in the Receiver's possession, and any of the disputed Verizon funds on account with MidCap Business Credit, LLC ("MidCap"). The closing shall take place as soon as practical following entry of Final Court Order and Seller shall execute and deliver a Bill of Sale in the form of Exhibit "A" attached hereto to the Purchaser or its nominee indicating that the Purchased Assets are being sold free and clear of all liens, as is, where is, without any other representation or warranty of any kind, express or implied except good and marketable title, together with such other documents from time to time necessary to convey title to the Purchased Assets including any trademarks or Acquired Contracts (as defined below). In all events the closing must occur no later than December 20, 2013 (the "Closing Deadline") time being of the essence.

The purchase price shall be \$2,900,000.00 payable in cash at closing. The purchase price is inclusive of the \$350,000.00 deposit made by the Purchaser and described below. At closing, the existing lease for the facility located at 2555 Bishop Circle, Dexter, MI and subject to a lease with Dexter Wireless Properties, L.L.C will be terminated with no liability to Purchaser. On the date of Closing, Seller will terminate all remaining employees of the Seller. Purchaser, may, in its discretion, offer employment to each employee of the Seller who is or was actively employed on or prior to the Closing date, on terms acceptable to Purchaser and such former employee of Seller.

Upon the execution hereof, Purchaser shall deposit with the Seller a refundable deposit of \$350,000.00, which deposit shall be held in escrow in a non-interest bearing account by the Receiver's counsel to be applied to the cash portion of the purchase price at closing or promptly returned to Purchaser in the event that closing does not occur on or before the Closing Deadline provided that such failure to close is not the result of a default by Purchaser. In the event that the Purchaser shall default

hereunder then the security deposit shall be retained by the Seller as liquidated damages which shall be Seller's sole recourse both at law and equity.

The Purchased Assets shall be sold free and clear of all liens, claims and encumbrances. Purchaser does not and shall not be deemed to assume any liabilities in connection with the Purchased Assets or ReCellular (including without limitation liabilities for any environmental matters, hazardous wastes or materials) except for ongoing liabilities in connection with those contracts which Purchaser elects in its sole discretion to assume (the "Acquired Contracts"); provided however that Purchaser acknowledges that Seller and ReCellular have no obligation to cure any defaults or breaches under any Acquired Contracts, and that Purchaser assumes and acquires any such contracts "as is". Seller shall reasonably cooperate with Purchaser to obtain the consent of each third party to each of the Acquired Contracts to effectuate the assignment and assumption of each of the Acquired Contracts to Purchaser. From and after the execution of this Agreement through the date of closing the Seller shall permit the Purchaser reasonable access to its leased facility and the Purchased Assets for the purpose of inspection.

The Receiver represents that he is the duly appointed Receiver over the assets of ReCellular including without limitation the Purchased Assets, that he has not incurred any obligation to pay a finder's or broker's fee, that he has the authority to enter into this Agreement and convey the Purchased Assets as outlined herein, and, subject to the Final Court Order, this Agreement will constitute the legal, valid and binding obligation of the Receiver. The Receiver agrees to seek the Court's approval of this Agreement as quickly as possible.

The Purchaser and the Seller acknowledge that this Asset Purchase Agreement is subject to approval by the Court and shall be subject to higher and better offers once noticed, and is subject to a Final Court Order.

Purchaser agrees to grant Seller reasonable access to the facility for a period of ninety (90) days following the date of the closing free of any cost or expense to the Seller, including without limitation reasonable access to Seller employees, computer systems, software, books and records, and such other reasonable access and cooperation as reasonably necessary during such period for the purpose of winding down the receivership estate, provided however that Seller's access shall not interfere with Purchaser's day to day operations of the facility.

This Agreement shall be governed and regulated by the laws of the State of Michigan; any action arising hereunder shall be brought in the Court or in the United States District Court for the Eastern District of Michigan. In no event shall Seller or Purchaser be liable for any consequential, special or punitive damages. SELLER AND PURCHASER HERBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM AGAINST ONE ANOTHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS THEREOF, the undersigned parties have entered into and executed this Agreement as of the date set forth herein above.

ReCellular Acquisition, Inc., (the "Purchaser")

By: 
Brian Wing, Chief Financial Officer


By: 
Gregory G. Coppola, Receiver of
ReCellular, Inc. (the "Seller")

EXHIBIT "A"

BILL OF SALE

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BILL OF SALE

This Bill of Sale is made as of December __, 2013 by Gregory G. Coppola (the "Receiver" or "Seller"), in his capacity as the duly appointed Receiver of ReCellular, Inc., a Delaware corporation ("ReCellular"), to ReCellular Acquisition, Inc., a Delaware corporation (the "Purchaser"), pursuant to that certain Asset Purchase Agreement dated December __, 2013, between the Purchaser and Seller (the "Purchase Agreement"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

1. **Assets Transferred.** But for the Excluded Assets expressly identified herein, in consideration of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, conveys, assigns and deliver unto the Purchaser, its successors and assigns, free and clear of any and all liens, claims and encumbrances, all of it asset, including by way of example and not by limitation, all of Seller's:
 - (a) tangible personal property, including equipment, furniture, computers, servers, peripherals, automobiles and tools, wherever located;
 - (b) Seller's corporate name, all of the following and all rights in, arising out of or associated therewith: (i) all United States, international and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations in part thereof; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data and customer lists and all documentation relating to any of the foregoing; (iii) all copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world; (iv) all software; (v) all industrial designs and any registrations and applications therefor throughout the world; (vi) all maskworks and any registrations and applications therefor throughout the world; (vii) all trade names, logos, URLs, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world; (viii) all databases and data collections and all rights therein throughout the world; (ix) all moral and economic rights of authors and inventors, however denominated, throughout the world; and (x) any similar or equivalent rights to any of the foregoing anywhere in the world and all associated goodwill, licenses and sublicenses, remedies against infringements, and rights to protection of interests under any statute, ordinance or regulation;
 - (c) rights under Acquired Contracts, indentures, mortgages, instruments, guaranties and other similar arrangements;
 - (d) securities;
 - (e) all permits and all intangible assets of Seller, including goodwill;
 - (f) books, records, phone numbers, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings and specifications, creative materials,

advertising and promotional materials, studies, reports and other printed or written materials; and

(g) all other properties and assets of every kind, character and description, tangible or intangible, owned or leased by Seller and used or held for use in connection with Seller's business.

2. **Excluded Assets.** The Assets Transferred shall not include the following: (i) cash on hand, (ii) deposits and retainers, (iii) tax refunds, (iv) the Verizon disputed funds, (v) those cell phones and related items not in the possession of the Receiver, (vi) the cell phones of Cell Phones for Soldiers that are subject to the *Stipulated Order Regarding Plaintiff's Emergency Motion to Enforce Restraining Order and Settlement Agreement* entered November 27, 2013 in case no. 13-360-PD pending in the Washtenaw County Circuit Court, (vii) those cell phone chargers in the possession of Jewish Vocational Services, and (viii) claims and causes of action of Seller.
3. **Representations and Warranties.** The representations, warranties, covenants, and promises contained in the Purchase Agreement will not merge into but will survive this Bill of Sale and continue in full force and effect.
4. **Further Assurances.** Seller covenants to and agrees with the Purchaser (and its successors and assigns) to warrant and defend the sale of the acquired assets to the Purchaser against any and all persons. Seller will execute such further instruments as are necessary, desirable or convenient in the Purchaser's reasonable opinion to establish or vest the Purchaser's ownership in full of the acquired assets.
5. **Governing Law.** This Bill of Sale shall be governed by and construed and enforced in accordance with the laws of the State of Michigan without regard to principles of conflicts of law.
6. **Binding Effect.** This Bill of Sale shall be binding upon, and shall inure to the benefit of the Purchaser and Seller, and their respective successors and assigns.

SELLER:

By _____
Gregory G. Coppola, in his capacity as the duly appointed
Receiver of ReCellular, Inc., a Delaware corporation

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