

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Termination and Release Agreement
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Connecticut Innovations, Incorporated		08/20/2004	CORPORATION: CONNECTICUT

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Oxford Performance Materials, Inc.
<b>Street Address:</b>	120 Post Road
<b>City:</b>	Enfield
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06082
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2375109	OXPEKK

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(203)772-2037
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	203-772-2037
<b>Email:</b>	glallier@uks.com
<b>Correspondent Name:</b>	Gregg J. Lallier
<b>Address Line 1:</b>	265 Church Street
<b>Address Line 2:</b>	Updike, Kelly & Spellacy P.C.
<b>Address Line 4:</b>	New Haven, CONNECTICUT 06510

<b>NAME OF SUBMITTER:</b>	Lynda M. Cmara, Paralegal
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<b>Total Attachments: 4</b>
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## TERMINATION AND RELEASE AGREEMENT

This **TERMINATION AND RELEASE AGREEMENT** (the "**Agreement**") is made as of this 20<sup>th</sup> day of August, 2004 by and between **OXFORD PERFORMANCE MATERIALS, INC.**, a Delaware corporation, with its chief executive office located at 120 Post Road, Enfield, CT 06082 ("**OPM**") and **CONNECTICUT INNOVATIONS, INCORPORATED**, a Connecticut corporation, with an office located at 999 West Street, Rocky Hill, CT 06067 ("**CII**").

### WITNESSETH:

**WHEREAS**, OPM and CII are parties to a certain Note and Warrant Purchase Agreement dated as of November 7, 2002 (as amended and in effect from time to time, the "**Note Purchase Agreement**"), pursuant to which OPM issued to CII a certain Senior Secured Convertible Promissory Note in the original principal amount of \$1,000,000 dated November 7, 2002 (the "**Note**") and a certain Warrant to purchase Preferred Stock of OPM dated November 7, 2002 (the "**Warrant**"); and

**WHEREAS**, the Note was secured by a security interest in all of the assets of OPM pursuant to that certain Security Agreement between OPM and CII dated as of November 7, 2002 (the "**Security Agreement**"); and

**WHEREAS**, OPM, CII and certain other purchasers are parties to a certain Series A Convertible Redeemable Preferred Stock and Warrant Purchase Agreement dated as of the date hereof (the "**Series A Purchase Agreement**") pursuant to which (i) the outstanding principal amount of the Note, and all accrued and unpaid interest thereon, shall be converted into shares of OPM's Series A Preferred Stock, and the Note Purchase Agreement, and all agreements relating thereto shall be terminated, and (ii) the Warrant shall be cancelled and replaced by a new stock subscription warrant as set forth in the Series A Purchase Agreement; and

**WHEREAS**, OPM and CII desire to enter into this Agreement to reflect the termination of the Note Purchase Agreement, the Security Agreement, the Warrant and all other agreements and instruments executed in connection therewith, and liens granted therein;

**NOW, THEREFORE**, for TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be bound hereby, hereby agree as follows:

1. **Termination.** Effective as of the date hereof, CII and OPM hereby acknowledge and agree that OPM shall have no further obligations under the Note Purchase Agreement, the Warrant, the Note, and the Security Agreement, and each such agreement and instrument is hereby terminated and of no further force or effect.
2. **Termination of Liens.** CII hereby releases all liens, security interests and other encumbrances that it may have in any of the Collateral (as defined by the Security Agreement).

In furtherance of such release, CII hereby authorizes Updike, Kelly & Spellacy, P.C., counsel to OPM, to file and record (a) UCC-3 terminations of all UCC-1 financing statements in favor of CII, and (b) a copy of this Agreement with the United States Patent & Trademark Office and any other recording office wherein any mortgages, liens, security interests or encumbrances against the Collateral may have been filed in connection with the Security Agreement. By its signature below, OPM hereby waives any responsibility of CII to record any of such documents.

3. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Connecticut without reference to principals of conflicts of laws, as the same may from time to time be in effect.

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

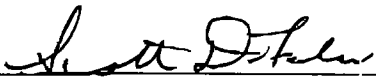
5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall be one and the same instrument.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

**[Termination and Release Agreement]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**OXFORD PERFORMANCE MATERIALS,  
INC.**

By:   
Scott DeFelice  
Its Chief Executive Officer

**CONNECTICUT INNOVATIONS,  
INCORPORATED**

By: \_\_\_\_\_

Its

*[Termination and Release Agreement]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**OXFORD PERFORMANCE MATERIALS,  
INC.**

By: \_\_\_\_\_  
Scott DeFelice  
Its Chief Executive Officer

**CONNECTICUT INNOVATIONS,  
INCORPORATED**

By: Arnold B. Brandyberry  
Arnold B. Brandyberry  
Its Executive Vice President & COO

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