

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of security interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank		03/02/2004	Federal savings bank:
RECEIVING PARTY DATA			
Name:	Clearsource, Inc. f/k/a Micropack Corporation		
Street Address:	5 Commonwealth Road		
Internal Address:	Suite 3A		
City:	Natick		
State/Country:	MASSACHUSETTS		
Postal Code:	01760		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2221742	PRIMA	
CORRESPONDENCE DATA			
Fax Number:	(781)622-5933		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	781 622 5930		
Email:	tfd@mbbp.com		
Correspondent Name:	Thomas F. Dunn		
Address Line 1:	1601 Trapelo Road		
Address Line 2:	Suite 205		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
NAME OF SUBMITTER:	Thomas F. Dunn		
Signature:	/Thomas F. Dunn/		
Date:	03/31/2005		

OP \$40.00 2221742

Total Attachments: 4

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Technology and Life Sciences
100 Federal Street 28th Floor Boston, MA 02110

March 3, 2004

Micropack Corporation
5 Commonwealth Road, Suite 3A
Natick, MA 01760
Attn: Scott Kumf, CFO

**Re: Micropack Corporation
Loan Account No. 5257448087**

Dear Scott:

Please accept this notice as confirmation that the above referenced loan was paid in full and terminated effective March 2, 2004 pursuant to the executed Payoff and Termination Agreement letter dated March 1, 2004.

We hereby authorize you to file UCC terminations and other releases of the collateral interest to release any security or pledged interests held by the Bank.

Do not hesitate to call me at (617) 757-6307 should you have any questions pertaining to this matter.

Regards,

A handwritten signature in cursive script that reads "Andy Fitzpatrick".

Andy Fitzpatrick
Assistant Vice President-Technology & Life Sciences
Comerica Bank



Technology and Life Sciences
100 Federal Street 28th Floor Boston, MA 02110

March 1, 2004

Micropack Corporation
5 Commonwealth Road, Suite 3A
Natick, MA 01760
Attn: Scott Kumpf, CFO

Re: Micropack Corporation Payoff and Termination Agreement
Loan Account No. 5257448087

Dear Scott:

We refer to the Loan and Security Agreement, dated as of March 28, 2002 (as amended, the "Loan Agreement"), by and between (a) Micropack Corporation ("Borrower") and (b) Comerica Bank, successor by merger to Comerica Bank-California ("Bank"). All capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Loan Agreement. As used herein, the term "Loan Documents" shall have the meaning given to that term in the Loan Agreement, but, for all purposes of this agreement, the term "Loan Documents" shall not in any event mean or include the Warrant to Purchase Stock.

For Surviving Warrant Documents and Surviving Warrant Obligations, each of the following defined terms shall, when used in this agreement, have the following meanings:

- (a) "Warrant to Purchase Stock", means the Warrant to Purchase Stock dated March 28, 2002.
- (b) "Surviving Warrant Documents" means, collectively, (i) the Warrant to Purchase Stock, as such Warrant to Purchase Stock may be amended, modified or supplemented from time to time, and (ii) any other Warrant to Purchase Stock or other securities from time to time issued in substitution of or replacement for the Warrant to Purchase Stock.
- (c) "Surviving Warrant Obligations" means, collectively, all obligations and liabilities of the Borrower, contingent or otherwise, now or hereafter existing, and whether joint or several, arising by contract, operation of law or otherwise, under or with respect to any of the Surviving Warrant Documents.

Micropack Corporation
Payoff and Termination Agreement
March 1, 2004

The Borrower has advised the Bank that it intends to terminate the Loan Agreement, permanently terminate the Bank's commitment to lend under the Loan Agreement (the "Commitment"), and repay all amounts owing by the Borrower to the Bank under the Loan Agreement, each of the foregoing to be effective and to be completed on and as of March 1, 2004. In accordance with the Borrower's request, the Commitment of the Bank will be terminated in full, effective March 1, 2004. The Bank has agreed to accept the following amount for payment in full and in complete satisfaction of the Borrower's Obligations, as of March 1, 2004 ("Payoff Date") under the Loan Agreement:

Principal note #26:	\$ 800,000.00
Interest note #26:	3,544.44
Legal Fees:	<u>2,030.96</u>
Total Payoff Amount:	<u>\$ 805,575.40</u>
Per Diem:	<u>\$ 122.22</u>

Accordingly, the Borrower shall pay on the Payoff Date by authorizing the Bank to deduct from its deposit account #1891928176 the following balance due to the Bank as of March 1, 2004: \$805,575.40 (the "Total PayOff Amount").

Upon receipt of the Total PayOff Amount, all indebtedness and Obligations of the Borrower to the Bank under or in respect of the Loan Agreement and the other Loan Documents shall be deemed to be and shall be paid and discharged in full, other than the indemnification obligations that survive under Sections 12.2 and 12.7 of the Loan Agreement. Furthermore, all of the Loan Documents, and all of the Liens and security interest granted by the Borrower to the Bank thereunder, shall be deemed released and terminated, notwithstanding any term to the contrary, including, without limitation, the final sentence of Section 4.1 of the Loan Agreement, and Bank agrees to return the originals of the Loan Documents marked "paid in full". Bank will send a letter under separate cover once the Total PayOff Amount is received and applied by the Bank authorizing Borrower to file UCC terminations and other releases of the collateral interest as may be reasonably necessary to release any security or pledged interests held by the Bank in and to any of the Borrower's assets which have been granted as collateral for the Obligations, including, without limitation, releases of control on any deposit or securities accounts of the Borrower. Bank will execute and deliver such other lien releases, mortgage discharges, and such other release documents as reasonably necessary to discharge or release all of the collateral.

As provided above in this agreement, each of the Surviving Warrant Documents and all of the Surviving Warrant Obligations shall survive the payment of the Total Payoff Amount on the Payoff Date and shall also survive the release and termination of the Commitment, the Loan Agreement and all of the other Loan Documents.

Please acknowledge your acceptance and agreement, for and on behalf of the Borrower, by signing below and returning to me today via facsimile at (617) 757-6310.

Micropack Corporation
Payoff and Termination Agreement
March 1, 2004

Very truly yours,

The Bank:
COMERICA BANK, successor by merger to Comerica Bank-California

By: Chris T. Lloyd for CTL
Chris T. Lloyd
Vice President-Technology & Life Sciences

Accepted and agreed to on March 1, 2004:

The Borrower:
MICROPACK CORPORATION

By: Scott Kumpf
Scott Kumpf
Chief Financial Officer