

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release by Secured Party		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation		06/30/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cabot Technology Corporation		
Street Address:	136 Turnpike Road		
City:	Southborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01772		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1633087	CRYOMEDICS	
CORRESPONDENCE DATA			
Fax Number:	(267)604-0209		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	610-660-7746		
Email:	joe@rudolerlaw.com		
Correspondent Name:	Joseph C. Guagliardo, Esq.		
Address Line 1:	2 Bala Plaza, Suite 300		
Address Line 4:	Bala Cynwyd, PENNSYLVANIA 19004		
NAME OF SUBMITTER:	Joseph C. Guagliardo, Esq.		
Signature:	/joe guagliardo/		
Date:	07/18/2005		
Total Attachments: 4			
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**PARTIAL TRADEMARK RELEASE AND REASSIGNMENT**

THIS PARTIAL TRADEMARK RELEASE AND REASSIGNMENT is made as of June \_\_, 2005, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent ("**Agent**").

**W I T N E S S E T H:**

**WHEREAS**, Agent and Cabot Technology Corporation, a Delaware corporation ("**Cabot**"), were parties to that certain Trademark Security Agreement dated as of December 19, 2003 (the "**Security Agreement**"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Cabot granted a security interest to Agent in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Cabot to the financial institutions (collectively, the "**Lenders**") from time to time party to that certain Credit Agreement dated as of December 19, 2003 by and among ACMI Corporation, a Delaware corporation, Agent and the Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

**WHEREAS**, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on December 29, 2003, at Reel 002886, Frame 0617; and

**WHEREAS**, Cabot has requested that Agent release its security interest in the Trademark set forth on Exhibit A (the "**Released Trademark**") and reassign the same to Cabot;

**NOW THEREFORE**, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases, which release shall be deemed to be effective as of April 29, 2005, its security interest in all of Cabot's right, title and interest in and to all of the following (the "**Released Trademark Collateral**"):

(a) the Released Trademark, including, without limitation, any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, the Released Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Cabot against third parties for past, present or future (a)

infringement or dilution of the Released Trademark or (b) injury to the goodwill associated with the Released Trademark.

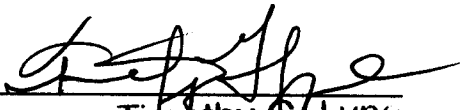
2. Agent hereby reassigns, grants and conveys to Cabot, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Released Trademark Collateral, and the goodwill of Cabot's business connected with the use of and symbolized by the Released Trademark Collateral.

3. **IN NO EVENT SHALL THIS PARTIAL TRADEMARK RELEASE AND REASSIGNMENT BE DEEMED TO RELEASE OR REASSIGN ANY INTEREST IN ANY OF THE TRADEMARK COLLATERAL SUBJECT TO THE SECURITY AGREEMENT, OTHER THAN THE RELEASED TRADEMARK COLLATERAL AND THE SECURITY INTEREST OF AGENT IN ALL TRADEMARK COLLATERAL OTHER THAN THE RELEASED TRADEMARK COLLATERAL IS HEREBY REAFFIRMED AND REASSERTED BY AGENT.**

*- Remainder of Page Intentionally Left Blank; Signature Page Follows -*

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**ANTARES CAPITAL CORPORATION, a**  
Delaware corporation, as Agent

By:   
Name: Timothy G. Lyne  
Title: Director **Director**

**EXHIBIT A to Partial Trademark Release and Reassignment**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CRYOMEDICS	1,633,087	01.29.91

Partial Trademark Release - Cryomedics