

3/18/05

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Comerica Bank - California

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Federal Savings Bank

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Clearsource, Inc. (f.k.a. MicroPack Corporation)

Internal

Address:

Street Address: 5 Commonwealth Road, Suite 3A

City: Natick State: MA Zip: 01760

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release of Security Interest

Execution Date: March 1, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/446347

B. Trademark Registration No.(s) 2,221,742

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christine M. Baker, Esq.

Internal Address: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

Street Address: 666 Third Avenue

City: New York State: NY Zip: 10017

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature:

Christine M. Baker, Esq. Name of Person Signing

[Signature] Signature

3/18/05 Date

Total number of pages including cover sheet, attachments, and document: 4

03/22/2005 ECOOPER 00000252 75446347

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(40.00 DP)

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 003138 FRAME: 0295



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.

03/01/2004 12:45 8027284614

03/01/2004 12:16 617-757-6310

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COMERICA BANK BOSTON

PAGE 04/04
PAGE 04/04

Micropack Corporation
Payoff and Termination Agreement
March 1, 2004

Very truly yours,

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

By: Andy F. 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