



## ASSIGNMENT

WHEREAS, WAGNER ENGINEERING LLC ("Wagner"), a Connecticut limited liability company, having offices at 999 West Street, Rocky Hill, Connecticut 06067; and CONNECTICUT INNOVATIONS, INCORPORATED ("CII"), a Connecticut corporation, having offices at 999 West Street, Rocky Hill, Connecticut 06067, have entered into a Security Agreement (the "Security Agreement"), on January 16, 2003, granting in favor of CII a security interest in certain intellectual property owned by Wagner identified in the Security Agreement and listed on Schedule 3 thereto (the "Intellectual Property");

WHEREAS, the security interest granted to CII in said Intellectual Property is recorded with the United States Patent and Trademark Office on Reel Frame: 002684/0488, attached hereto as Exhibit A;

WHEREAS, the Security Agreement further provides in the event of an uncured default by Wagner for the transfer from Wagner to CII of certain collateral including the Intellectual Property of Wagner and that CII has the power and right, without providing notice to or receiving assent from Wagner, to collect, receive, appropriate and realize upon the Intellectual Property;

WHEREAS, the Security Agreement further provides CII has been granted an irrevocable power of attorney coupled with an interest by Wagner under the Security Agreement;

WHEREAS, Wagner received, pursuant to the Security Agreement, notice of default from CII on February 3, 2005;

WHEREAS Wagner has not cured said default and said default does continue;  
and

WHEREAS, to perfect the rights of ownership in CII of said Intellectual Property, CII hereby exercises its right under the Security Agreement to collect, receive, appropriate and realize upon the Intellectual Property without demand of performance or any other demand, presentment, protest, advertisement or notice of any kind to or upon Wagner or any other person, all and each of which demands, defenses, advertisements and notices are waived under the Security Agreement;

**TRADEMARK**

**REEL: 003204 FRAME: 0584**

NOW, THEREFORE, to all whom it may concern, be it known that, pursuant to said Security Agreement, CII does hereby invoke its powers as attorney-in-fact for Wagner, and all right, title and interest to and in said Intellectual Property, including the right to sue for past damages, shall be, from this day forward, held and enjoyed by CII, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Wagner if this assignment had not been made.

As attorney-in fact for Wagner, and in its own name, CII does hereby authorize and request the Commissioner of Patents and Trademarks to record CII and issue the Letters Patent based upon said patent applications to CII as the assignee of the entire right, title and interest to and in the same, for the sole use and behoove of CII, its successors or assigns.

IN TESTIMONY WHEREOF, I have hereunto set my hands and affixed my seal this 17 day of May, 2005.

CONNECTICUT INNOVATIONS,  
INCORPORATED

By: Arnold B. Brandyberry  
Arnold B. Brandyberry  
Executive Vice President and C.O.O.

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss:

On this 17 day of May, 2005, before me, the undersigned Notary Public, personally appeared, ARNOED B. BRANDYBERRY, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document in my presence.

Barbara J. Smith-Merard

Notary Public [SEAL]  
My Commission Expires:  
1/2009