

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Termination of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TWJ Capital Opportunity Fund I, L.P., as agent		09/29/2006	LIMITED PARTNERSHIP:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KoolSpan, Inc.		
<b>Street Address:</b>	4962 Fairmont Avenue		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2952255	KOOLSPAN	
Serial Number:	76368773	SMARTWIFI	
Serial Number:	78550581	TRUSTCHIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)849-7400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6508435381		
<b>Email:</b>	dsanchezbentz@cooley.com		
<b>Correspondent Name:</b>	Diana Sanchez Bentz		
<b>Address Line 1:</b>	Cooley Godward Kronish LLP		
<b>Address Line 2:</b>	5 Palo Alto Square, 3000 El Camino Real		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	304862-105		
<b>NAME OF SUBMITTER:</b>	Diana Sanchez Bentz		

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Signature:	/dsb4232/
Date:	10/23/2006
<b>Total Attachments: 8</b> source=KoolSpan - termination of tm sec interest#page1.tif source=KoolSpan - termination of tm sec interest#page2.tif source=KoolSpan - termination of tm sec interest#page3.tif source=KoolSpan - termination of tm sec interest#page4.tif source=KoolSpan - termination of tm sec interest#page5.tif source=KoolSpan - termination of tm sec interest#page6.tif source=KoolSpan - termination of tm sec interest#page7.tif source=KoolSpan - termination of tm sec interest#page8.tif	

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**Registrant/Applicant:** KoolSpan, Inc.  
**Trademarks:** see attached Exhibit A

**NOTICE OF TERMINATION OF TRADEMARK SECURITY INTEREST**

WHEREAS, KoolSpan, Inc., a Delaware corporation (“**KoolSpan**”) having its principal offices located at 4962 Fairmont Avenue, Bethesda, MD 20814, has adopted, used or had an intent-to-use the trademarks listed on the attached Exhibit A, now registered or in the process of registration in the United States Patent and Trademark Office;

WHEREAS, KoolSpan entered into that certain Intellectual Property Security Agreement dated April 13, 2006 (the “**Security Agreement**”), in favor of TWJ Capital Opportunity Fund I, L.P. as agent for the principals referred to therein (the “**Agent**”), a true and correct copy of which was recorded by the United States Patent and Trademark Office on April 17, 2006, at reel 3292, frame 0353; and

WHEREAS, KoolSpan, the Agent and certain other parties entered into that certain Conversion and Termination Agreement dated September 29, 2006 (the “**Termination Agreement**”), a true and correct copy of which is attached hereto as Exhibit B, pursuant to which, among other things, the Security Agreement was terminated.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, pursuant to the Termination Agreement, the Agent hereby:

1. releases and reassigns to KoolSpan, any and all security interests, right, title and interest of the Agent and its principals in the trademarks without recourse or representation or warranty, express or implied; and
2. authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the termination hereby given.

**EXHIBIT A  
TRADEMARKS**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
<b>KOOLSPAN</b>	<b>2952255</b>	<b>May 17, 2005</b>

**TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>
<b>SMARTWIFI</b>	<b>76368773</b>	<b>February 8, 2002</b>
<b>TRUSTCHIP</b>	<b>78550581</b>	<b>January 1, 2005</b>

**EXHIBIT B**  
**CONVERSION AND TERMINATION AGREEMENT**

## CONVERSION AND TERMINATION AGREEMENT

This **CONVERSION AND TERMINATION AGREEMENT** (this "*Agreement*"), is made and entered into as of September 29, 2006 by and among **KOOLSPAN, INC.**, a Delaware corporation (the "*Company*"), the holders of a majority in interest (the "*Majority Holders*") of those certain Senior Secured Convertible Promissory Notes (the "*Bridge Notes*") issued pursuant to that certain Note Purchase Agreement by and among the Company, the Majority Holders and the other individuals and entities listed on Exhibit A thereto (collectively, the "*Holdings*") dated as of April 13, 2006 (the "*Note Purchase Agreement*") and TWJ Capital Opportunity Fund I, L.P., as agent for the Holders (the "*Agent*").

### RECITALS

**A.** The Holders have purchased the Bridge Notes from the Company pursuant to the Note Purchase Agreement.

**B.** The Agent is the collateral agent for the Holders pursuant to that certain Security Agreement by and between the Company and Agent dated as of April 13, 2006 (the "*Security Agreement*")

**C.** The Company is issuing and selling shares of its Series CC Preferred Stock (the "*Series CC Preferred*") pursuant to the terms and conditions of that certain Series CC Preferred Stock Purchase Agreement of even date herewith (the "*Series CC Purchase Agreement*").

**D.** The Majority Holders hold a majority in interest of the outstanding Bridge Notes.

**E.** On behalf of all of the Holders, the Majority Holders desire to enter into this Agreement in order to, among other things, (a) convert all outstanding principal and accrued interest under all of the Bridge Notes at the Initial Closing (as defined in the Series CC Purchase Agreement) into shares of Series CC Preferred pursuant to the Series CC Purchase Agreement and (b) terminate (i) the Note Purchase Agreement, (ii) the Security Agreement and (iii) that certain Intellectual Property Security Agreement by and between the Company and TWJ Capital Opportunity Fund I, L.P. as agent for the Holders dated as of April 13, 2006 (the "*IP Security Agreement*").

### AGREEMENT

In consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, the Agent and the Majority Holders, on behalf of all of the Holders, hereby agree as follows:

**1. Conversion of Principal and Interest.** Effective at the Initial Closing, and without the requirement of any further action of the Agent or any Holder, the entire outstanding principal

balance, and all unpaid accrued interest, under each of the Bridge Notes shall be converted automatically into shares of Series CC Preferred pursuant to and in accordance with Section 1.2(a) of the Series CC Purchase Agreement.

**2. Full Satisfaction of Obligations.** The issuance of the shares of Series CC Preferred upon conversion of the Bridge Notes at the Initial Closing shall constitute full satisfaction of the Company's obligations under the Bridge Notes, and, effective upon the Initial Closing: (a) this Agreement shall be deemed to amend and terminate each of the Bridge Notes, each of which shall be of no further force or effect as of the Initial Closing; (b) any and all obligations, liabilities, claims, expenses, liens, actions, rights and interests the Holders have or may have in the future arising under the Bridge Notes, the Note Purchase Agreement, the Security Agreement and the IP Security Agreement are waived to the fullest extent of the law and the Company (including any of its officers, directors, employees, affiliates and successors and assigns) is hereby released from the same to the fullest extent of the law; (c) this Agreement shall be deemed to terminate each of the Note Purchase Agreement, the Security Agreement and the IP Security Agreement, each of which shall be of no further force or effect as of the Initial Closing; and (d) the Agent and each Holder hereby agree to promptly take any further action and to execute any and all additional documents or instruments requested by the Company to release the Company from its obligations under the Bridge Notes, the Purchase Agreement, the Security Agreement and the IP Security Agreement and terminate any liens or security interests that may have arisen in connection with the Bridge Notes.

**3. Delivery of Notes and Series CC Shares; Execution and Delivery of Transaction Agreements.** Each Holder agrees to deliver promptly such Holder's original Bridge Notes to the Company for cancellation in exchange for the Series CC Shares to be issued to the Holder at the Initial Closing. Each Holder further agrees to execute and deliver a counterpart signature page to the Series CC Purchase Agreement and each of the Transaction Agreements at the Initial Closing.

**4. Authorization.** Effective upon the Initial Closing, the Agent and each Holder hereby authorizes the Company or its agents to file any and all appropriate UCC termination statements and any and all appropriate termination statements with the United States Patent and Trademark Office.

**5. Governing Law.** This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the state of New York, without regard to its principles of conflicts of laws.

**6. Successors and Assigns.** This Agreement shall be binding upon the Company and its successors and assigns, the Agent and its successors and assigns and each Holder and his, her or its successors and assigns.

**7. Severability.** In the event that any provision of this Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the

application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**8. Amendments.** This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered by the Company, the Agent and the Majority Holders.

**9. Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have caused this Conversion and Termination Agreement to be executed and delivered as of the date first above written.

**COMPANY:**

**KOOLSPAN, INC.**

By: Anthony C. Fascenda

Name: Anthony C. Fascenda

Title: President and Chief Executive Officer

**AGENT:**

**TWJ CAPITAL OPPORTUNITY FUND I, L.P.**

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

Name:

Title:

[SIGNATURE PAGE TO CONVERSION AND TERMINATION AGREEMENT]

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IN WITNESS WHEREOF, the parties have caused this Conversion and Termination Agreement to be executed and delivered as of the date first above written.

**COMPANY:**

**KOOLSPAN, INC.**

By:

Name: Anthony C. Fascenda

Title: President and Chief Executive Officer

**AGENT:**

**TWJ CAPITAL OPPORTUNITY FUND I, L.P.**

By:

Name:

Title:

*Thomas W. Jones*  
*Thomas W. Jones*  
*Managing Member*  
*TWJ Capital (GA) I, LLC*

[SIGNATURE PAGE TO CONVERSION AND TERMINATION AGREEMENT]

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