

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Nunc Pro Tunc Termination and Release of Granted Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Capital Financial Services, Inc.		10/31/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Aerion Technologies, Inc.		
Street Address:	6555 S. Kenton Street		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1129504	WIBGET	
Registration Number:	2629784	KNOW YOUR AIR	
Registration Number:	2627286	SENSORLYNX	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	deirdre.harding@weil.com, phyllis.eremitaggio@weil.com		
Correspondent Name:	Weil,Gotshal & Mangesc/o Deirdre Harding		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 11001		
ATTORNEY DOCKET NUMBER:	48631.0003		
NAME OF SUBMITTER:	Deirdre Harding		
Signature:	/Deirdre Harding/		

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TRADEMARK  
REEL: 003418 FRAME: 0914

Date:

10/31/2006

Total Attachments: 3

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NUNC PRO TUNC TERMINATION AND RELEASE  
OF  
GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

NUNC PRO TUNC TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS, dated October 31, 2006, nunc pro tunc June 11, 2004 (this "Termination and Release"), by American Capital Financial Services, Inc., as Secured Party under that certain Trademark Security Agreement, dated as of May 24, 2004 (as amended, the "Security Agreement"), among Imaging and Sensing Technology Corporation and certain of its subsidiaries (collectively, the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Secured Party a security interest in, and sold, conveyed, pledged and granted to the Secured Party a continuing and unconditional security interest in all of such Grantor's right, title and interest in and to the Trademarks and Trademark Licenses (as defined in the Security Agreement), all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark License, including without limitation the Trademarks listed on Exhibit A hereto (the "Trademark Collateral"); and

WHEREAS, the Secured Party's security interest in the Trademark Collateral was erroneously granted as all of the Grantor's rights, title and interest in the Trademark Collateral had been previously transferred to Aerion Technologies, Inc. pursuant to an asset purchase agreement dated April 30, 2004; and

WHEREAS, the Secured Party has agreed to release, relinquish and discharge its right, title and interest in the Trademark Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

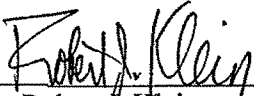
1. The Secured Party hereby releases, relinquishes and discharges in its entirety any and all security interest it has against the Trademark Collateral nunc pro tunc June 11, 2004.
2. The Secured Party hereby agrees, to take any reasonable actions and to execute any further documents necessary or reasonably requested by the Grantors to effectuate, record or evidence the release of the Secured Party's security interest in the Trademark Collateral.
3. The Secured Party authorizes and requests the United States Patent and Trademark Office to record this Termination and Release against the Trademark Collateral, as applicable.
4. This Termination and Release shall be governed by the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release to be duly executed as of this 31<sup>st</sup> day of October 2006.

AMERICAN CAPITAL FINANCIAL  
SERVICES, INC.  
*as Secured Party*

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

  
Name: Robert J. Klein

Title: Vice President

Exhibit A

Trademark Collateral

Trademark	Country	Owner	Registration No.	Registration Date
WIBGET Design	United States of America	Aerion Technologies, Inc. (by assignment from Imaging and Sensing Technology Corporation)	1,129,504	1/22/80
KNOW YOUR AIR	United States of America	Aerion Technologies, Inc. (by assignment from Imaging and Sensing Technology Corporation)	2,629,784	10/8/02
SENSORLYNX	United States of America	Aerion Technologies, Inc. (by assignment from Imaging and Sensing Technology Corporation)	2,627,286	10/1/02