

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Loans Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Housatonic Micro Fund, L.P.		07/07/2003	LIMITED PARTNERSHIP:
Housatonic Micro Fund SBIC, L.P.		07/07/2003	LIMITED PARTNERSHIP:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HPLX Funding LLC		
<b>Street Address:</b>	44 Montgomery Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1894958	ADVS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	021038-0055 (ASSUM LOANS)		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>Signature:</b>	/Anna T Kwan/		
<b>Date:</b>	11/30/2006		

OP \$40.00 1894958

**Total Attachments: 4**

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### Assignment and Assumption of Loans Agreement

This Assignment and Assumption of Loans Agreement ("Assignment Agreement") is made as of this 1 day of July, 2003 (the "Closing Date") by and between Housatonic Micro Fund SBIC, L.P. ("Assignor") and HPLX Funding LLC, a Delaware limited liability company ("Assignee").

WITNESSETH, THAT:

**WHEREAS**, Assignor has acquired, by assignment from First National Bank, pursuant to the Purchase and Sale Agreement dated September 23, 2002, an interest in the loan ("Senior Loan") originally from First National Bank to Advanced Remote Communications Solutions, Inc., a California corporation ("ARCMS"), and Enerdyne Technologies, Inc., a California corporation ("Enerdyne"), evidenced by that certain Loan Agreement dated December 29, 1998, as amended, that certain Promissory Note dated December 29, 1998, as amended, and all security agreements, pledge agreements, guarantees, financing statements, subordination agreements and other documents or instruments entered into in connection with the Senior Loan (collectively, the "Senior Loan Documents");

**WHEREAS**, Assignor desires to convey, assign, transfer and deliver to Assignee, and Assignee has agreed to accept and assume from Assignor, all of Assignor's right, title and interest in, to and under the Senior Loan to be delivered by Assignor to Assignee;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties hereto agree as follows:

1. Assignor hereby unconditionally conveys, assigns, transfers, sets over and delivers without warranty, representation or recourse to Assignor, including without limitation, with respect to the collectibility of any of the Senior Loan, all of Assignor's right, title and interest in, to and under the Senior Loan and the Senior Loan Documents unto Assignee on the Closing Date.
2. Assignee hereby accepts and assumes from Assignor the Senior Loan from and after the Closing Date and agrees to perform all duties, responsibilities and obligations of Assignor under, the Senior Loan and Senior Loan Documents from and after the Closing Date.
3. The parties hereby agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Assignment Agreement.
4. This Assignment Agreement may be executed in two or more counterparts, each of which shall be an original but such counterparts together shall

constitute one and the same instrument notwithstanding that Assignee and Assignor are not signatory to the same counterpart.

5. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of Delaware (but excluding the choice of laws rules thereof).

IN WITNESS WHEREOF, this Assignment is executed on the date first written above.

ASSIGNOR:

**HOUSATONIC MICRO FUND SBIC, L.P.**  
By: Housatonic Micro Partners SBIC, L.L.C.,  
General Partner

By: Joseph Niehaus  
Name: Joseph Niehaus  
Title: Member

ASSIGNEE:

**HPLX FUNDING LLC**

By: Joseph Niehaus  
Name:  
Title: Manager

**Assignment and Assumption of Loans Agreement**

This Assignment and Assumption of Loans Agreement ("Assignment Agreement") is made as of this 7 day of July, 2003 (the "Closing Date") by and between Housatonic Micro Fund, L.P. ("Assignor") and HPLX Funding LLC, a Delaware limited liability company ("Assignee").

WITNESSETH, THAT:

**WHEREAS**, Assignor has acquired, by assignment from First National Bank, pursuant to the Purchase and Sale Agreement dated September 23, 2002, an interest in the loan ("Senior Loan") originally from First National Bank to Advanced Remote Communications Solutions, Inc., a California corporation ("ARCMS"), and Enerdyne Technologies, Inc., a California corporation ("Enerdyne"), evidenced by that certain Loan Agreement dated December 29, 1998, as amended, that certain Promissory Note dated December 29, 1998, as amended, and all security agreements, pledge agreements, guarantees, financing statements, subordination agreements and other documents or instruments entered into in connection with the Senior Loan (collectively, the "Senior Loan Documents");

**WHEREAS**, Assignor has acquired, by assignment from Scott T. Boden ("Boden") and Irene Shinsato ("Shinsato") pursuant to Assignment and Acceptance Agreements dated January 13, 2003, and from and Gary L. Shields ("Shields") pursuant to an Assignment and Acceptance Agreement dated February 3, 2003, an interest in the loans ("Subordinated Loans") originally from Boden, Shinsato and Shields to ARCMS, evidenced by that Debt Agreement dated as of July 7, 1998, as amended, those promissory notes dated July 7, 1998 in the original principal amounts of \$3,187,100, \$976,900, \$4,628,100 and \$976,900, those amended and restated promissory notes dated January 14, 2003 in the original principal amounts of \$50,815 and \$46,946, and all security agreements, pledge agreements, guarantees, financing statements, subordination agreements and other documents or instruments entered into in connection with the Subordinated Loans (collectively, the "Subordinated Loan Documents");

**WHEREAS**, Assignor desires to convey, assign, transfer and deliver to Assignee, and Assignee has agreed to accept and assume from Assignor, all of Assignor's right, title and interest in, to and under the Senior Loan and Subordinated Loans to be delivered by Assignor to Assignee;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties hereto agree as follows:

1. Assignor hereby unconditionally conveys, assigns, transfers, sets over and delivers without warranty, representation or recourse to Assignor, including without limitation, with respect to the collectibility of any of the Senior Loan or Subordinated Loans, all of Assignor's right, title and interest in, to and under the Senior Loan, the

Senior Loan Documents, the Subordinated Loan and the Subordinated Loan Documents unto Assignee on the Closing Date.

2. Assignee hereby accepts and assumes from Assignor the Senior Loan and the Subordinated Loans from and after the Closing Date and agrees to perform all duties, responsibilities and obligations of Assignor under, the Senior Loan, Senior Loan Documents, Subordinated Loans and Subordinated Loan Documents from and after the Closing Date.

3. The parties hereby agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Assignment Agreement.

4. This Assignment Agreement may be executed in two or more counterparts, each of which shall be an original but such counterparts together shall constitute one and the same instrument notwithstanding that Assignee and Assignor are not signatory to the same counterpart.

5. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of Delaware (but excluding the choice of laws rules thereof).

IN WITNESS WHEREOF, this Assignment is executed on the date first written above.

ASSIGNOR:

**HOUSATONIC MICRO FUND, L.P.**  
By: Housatonic Micro Partners, L.L.C.,  
General Partner

By: Joseph Nicholas  
Name: Joseph Nicholas  
Title: Member

ASSIGNEE:

**HPLX FUNDING LLC**

By: Joseph Nicholas  
Name:  
Title: Manager