

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pionetics Corporation		03/27/2007	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	XPV Capital Corporation
Street Address:	100 Adelaide Street West
Internal Address:	Suite 1302
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1S3
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2789652	LINX
Registration Number:	2789653	PIONETICS

CORRESPONDENCE DATA

Fax Number: (415)773-5759
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-773-5700
 Email: agarcia@orrick.com, zfinley@orrick.com, lpartmann@orrick.com
 Correspondent Name: Zachary S. Finley
 Address Line 1: 405 Howard Street
 Address Line 2: Orrick Herrington & Sutcliffe LLP
 Address Line 4: San Francisco, CALIFORNIA 94105-2669

ATTORNEY DOCKET NUMBER:	18486-5
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DOMESTIC REPRESENTATIVE

CH \$65.00 2789652

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Zachary S. Finley
Signature:	/Zachary S. Finley/
Date:	03/29/2007

Total Attachments: 5
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**GRANT OF SECURITY INTEREST
(TRADEMARKS)**

This Grant of Security Interest (Trademarks), dated as of March 27, 2007, is executed by Pionetics Corporation, a California corporation (the "Grantor"), in favor of XPV Capital Corporation, as Agent for the Purchasers described below (in such capacity, the "Agent"). Unless otherwise defined herein, all capitalized terms used herein and defined in the Security Agreement (as defined below) shall have the respective meanings given to those terms in the Security Agreement.

A. Pursuant to that certain Subscription Agreement, dated as of March 27, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Subscription Agreement"), among the Grantor, on the one hand, and XPV Cleantech Fund L.P. and XPV SP6 Limited Partnership (each a "Purchaser" and, collectively, the "Purchasers"), on the other hand, the Grantor has issued to the Purchasers the Notes upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office and certain foreign countries (collectively, the "Trademarks").

C. The Grantor, XPV Capital Corporation and the Purchasers have entered into a Security Agreement, dated as of March 27, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

D. Pursuant to the Security Agreement, the Grantor has granted to the Agent for the benefit of the Purchasers a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of past, present or future infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent for the benefit of the Purchasers with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security

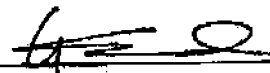
Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Agent's address is:

XPV Capital Corporation
100 Adelaide Street West
Suite 1302
Toronto, ON M5H 1S3
Fax No. (416) 864-0514

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be executed as of the day and year first above written.

PIONETICS CORPORATION

By: 
Name: GORDON MITCHARD
Title: CEO

**SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
TRADEMARKS**

Trademark	Registration Date	Registration No.
LINX	12/2/2003	2789652
Pionetics	12/2/2003	2789653

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARKS APPLICATIONS

Trademark

Application Date

Application No.

NONE