

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aircuity, Inc.		12/27/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Hill Investment Partners, L.P.		
Street Address:	40 West Evergreen Avenue		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19118		
Entity Type:	LIMITED PARTNERSHIP: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2832475	AIRCUIITY	
CORRESPONDENCE DATA			
Fax Number:	(610)341-1052		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	610-341-1052		
Email:	pbradley@mkbattorneys.com		
Correspondent Name:	Paula T. Bradley		
Address Line 1:	259 N Radnor-Chester Road, Suite 160		
Address Line 2:	McCausland Keen & Buckman		
Address Line 4:	Radnor, PENNSYLVANIA 19087		
NAME OF SUBMITTER:	Paula T. Bradley		
Signature:	/s/ Paula T Bradley, Paralegal		
Date:	05/21/2007		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 27, 2006 (this "Agreement"), made by and between AIRCUIITY, INC., a Delaware corporation with its principal place of business at 39 Chapel Street, Newton, Massachusetts 02458 (the "Debtor"), in favor of Blue Hill Investment Partners, L.P., a Pennsylvania limited partnership (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated as of even date hereof by and between the Debtor and the Secured Party (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), the Debtor has granted a security interest in, among other things, all right, title and interest of the Debtor in, to and under all of the Debtor's Trademark Collateral (as defined below), whether presently existing or hereafter arising or acquired as security for the Debtor's Obligations (as defined in the Security Agreement); and

WHEREAS, the Debtor is the owner of the entire right, title and interest in, to and under the Trademarks listed on Schedule 1 hereto;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to purchase the Note, the Debtor hereby agrees with the Secured Party as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

(b) Other Definitional Provisions.

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(iii) "Associated Goodwill" shall mean all goodwill of the Debtor or its business, products and services appurtenant to, associated with or symbolized by the Trademarks and/or the use thereof.

(iv) "Trademarks" shall mean all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of the Debtor, which (i) are set forth on Schedule 1 attached hereto, or (ii) have been adopted, acquired, owned, held or used by the Debtor and are now owned, held or used by the Debtor, in the Debtor's business, or with the Debtor's products and services, or in which the Debtor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by the Debtor in the Debtor's business or with the Debtor's products and services, or in which the Debtor in the future acquires any right, title or interest.

(v) "Trademark Collateral" shall mean all of the Debtor's right, title and interest (to the extent Debtor has any such right, title or interest) in and to all of the Trademarks, the Trademark Registrations, the Trademark Rights, the Associated Goodwill, and all additions, improvements and accessions to, substitutions for, replacements of, and all products and proceeds (including insurance proceeds) of any and all of the foregoing.

(vi) "Trademark Registrations" shall mean all past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Debtor or the Secured Party, and to take any and all actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

(vii) "Trademark Rights" shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Debtor for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury.

2. Grant of Security Interest. To secure the prompt and complete payment when due and satisfaction of the Obligations, the Debtor hereby grants, assigns and conveys to the Secured Party, as collateral security, the entire right, title and interest in and to the Trademark Collateral, and all proprietary rights in and to all products related thereto, and to all proceeds of any or all of the foregoing, now owned or existing or at any time hereafter acquired by the Debtor or in which the Debtor now has or any time in the future may acquire any right, title or interest, including, without limitation, each registration, application, and proprietary right identified on Schedule 1 attached hereto and made a part hereof, the right to sue for past, present

and future infringements and all rights corresponding thereto and the entire goodwill of the Debtor's business connected with and symbolized by the Trademark Collateral.

3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of recording this collateral assignment in the Trademark Collateral with the United States Patent and Trademark Office. The collateral assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Debtor and the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Assignments of Trademark Collateral and Goodwill. In addition to all other rights granted to the Secured Party, under the Security Agreement and this Agreement, effective only upon and during the continuation of an Event of Default under the Note, upon written notice by the Secured Party to Debtor, the Debtor hereby sells, assigns, transfers and sets over to the Secured Party, the Debtor's entire right, title and interest in and to all Trademark Collateral and the goodwill of the Debtor's business connected with and symbolized by the Trademark Collateral.

5. Representations and Warranties. The Debtor represents and warrants that:

- (a) the Trademarks are valid and subsisting and in good standing;
- (b) each of the Trademarks identified on Schedule 1 hereto, is valid and enforceable and, to the knowledge of the Debtor, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (c) the Debtor has good and marketable title to and is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances (other than the Permitted Liens (as defined in the Security Agreement)), each of the Trademarks identified on Schedule 1 hereto; and
- (d) the Debtor has the legal right and authority to enter into this Agreement and perform its terms.

6. Release of Collateral and Termination. This Agreement and all obligations of the Debtor and the Secured Party hereunder shall terminate on the date upon which the Obligations have been indefeasibly paid and satisfied in full, without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Secured Party shall, at the sole reasonable expense of the Debtor, take such actions as reasonably may be necessary to release its security interest in the Trademark Collateral.

7. Acknowledgement. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In

the event of any inconsistency between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

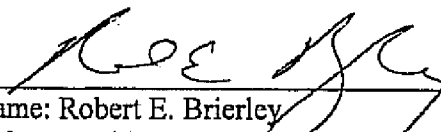
8. Binding Effect; Benefits. This Agreement shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its respective successors and assigns.

9. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

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IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed by its duly authorized representatives as of the date first above written.

AIRCUIITY, INC.
as the Debtor

By: 
Name: Robert E. Brierley
Title: President and Chief Executive Officer

BLUE HILL INVESTMENT PARTNERS, LLC,
as the Secured Party

By: Blue Hill Management, LLC
Its General Partner

By: _____
Name: Joyce M. Ferris
Title: President

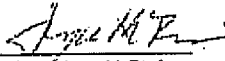
IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement
to be executed by its duly authorized representatives as of the date first above written.

AIRCUTY, INC.
as the Debtor

By: _____
Name: Robert E. Brierley
Title: President and Chief Executive Officer

BLUE HILL INVESTMENT PARTNERS, LLC,
as the Secured Party

By: Blue Hill Management, LLC
Its General Partner

By: 
Name: Joyce M. Ferris
Title: President

TRADEMARK

REEL: 003546 FRAME: 0199

Schedule 1

Trademarks

Trademark	Registration No.	Registration Date
AIRCUIITY	2,832,475	April 13, 2004