

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO FOOTHILL, INC.		06/01/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	DEPOSITION SCIENCES, INC.
Street Address:	3300 Coffey Lane
City:	Santa Rosa
State/Country:	CALIFORNIA
Postal Code:	95403
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2717245	ISOPOWER
Registration Number:	2503471	ISOSPHERE
Registration Number:	2645378	ISOFIBER
Registration Number:	2264081	DSI
Registration Number:	2163889	TAVALITE
Registration Number:	2089963	PASSION FIRE
Registration Number:	2081960	HEAT BUSTER
Registration Number:	2091689	MICRODYN
Registration Number:	2076076	EASS
Registration Number:	3003250	HEAT BUSTER
Serial Number:	78322937	ULTRABLOCK

CORRESPONDENCE DATA

Fax Number: (212)836-8689

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**CH \$290.00 2717245**

Phone: 2128367793  
Email: dyong@kayescholer.com  
Correspondent Name: Diana Yong c/o Kaye Scholer LLP  
Address Line 1: 425 Park Avenue  
Address Line 2: 17/70  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Diana Yong
Signature:	/Diana Yong/
Date:	06/06/2007

**Total Attachments: 5**

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**RELEASE OF SECURITY INTEREST**  
**(TRADEMARKS)**

THIS RELEASE OF SECURITY INTEREST (this "Release") is made this 1<sup>st</sup> day of June, 2007 by WELLS FARGO FOOTHILL, INC., as agent for certain financial institutions (the "Secured Party") for the benefit of DEPOSITION SCIENCES, INC., an Ohio corporation (the "Debtor").

**Explanatory Statement**

Secured Party, certain financial institutions, and Debtor and the other Loan Parties thereto entered into a certain Loan and Security Agreement dated as of December 10, 2003, (as amended, modified or supplemented from time to time in accordance with the terms thereof, the "Loan Agreement") providing for the establishment of loans, advances and other financial accommodations (the "Loans") to be made available to Debtor. In connection with the Loan Agreement, Secured Party, certain financial institutions, and Debtor and the other Borrowers party thereto also entered into a certain Exim Credit Agreement dated as of December 10, 2003, (as amended, modified or supplemented from time to time in accordance with the terms thereof, the "Exim Agreement"). Pursuant to the Loan Agreement and the Exim Agreement, Debtor, under the terms of an Amended and Restated Trademark Collateral Assignment and Security Agreement of even date therewith (the "Security Agreement"), granted Secured Party a security interest (a "Security Interest") in certain intellectual property of the Debtor, including such trademarks, trademark applications and trademark licenses listed on the attached **Schedule A** (the "Collateral"). The Loan Agreement, the Exim Agreement, the Security Agreement and all other documents executed in effectuation of the Loans are referred to herein as the "Loan Documents".

Secured Party now desires to release Debtor from the Security Agreement and to terminate and cancel its Security Interest as provided for herein.

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

1. Secured Party hereby and forever releases, cancels and terminates, any and all right, title and interest, including the Security Interest, that Secured Party has or may have in any and all property of Debtor, including the Collateral, all as of the date of this Release.
2. Secured Party represents and warrants that (a) no event of default occurred under the Loan Documents which would entitle Secured Party or any of the above-described certain financial institutions to take or be granted an assignment of the Collateral as provided for therein, and (b) Secured Party has not granted an assignment of the Security Interest to any third party.
3. The Secured Party agrees that this Release shall be binding upon its successors and permitted assigns and shall inure to the benefit of Debtor and its successors and permitted assigns.

4. Secured Party agrees to execute any other documents, instruments, and agreements and make any such filings as may be necessary to effectuate the release, cancellation, and termination of its Security Interest in the Collateral.

5. Secured Party consents to the form of Revocation Power of Attorney as attached as Exhibit A hereto, of which 5 copies shall be delivered to Secured Party by Debtor, with appropriate insertions, for the implementation of disposition of the Collateral pursuant to this Release.

6. Secured Party agrees to execute any other documents, instruments, and agreements and make any such filings as necessary to effectuate the release, cancellation, and termination of its security interest in the Collateral.

*{signature page to follow}*

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed as of the date first written above.

WELLS FARGO FOOTHILL, INC.

By: Peter Schuebler  
Name: Peter Schuebler  
Its: Vice President

STATE OF Massachusetts )  
 ) SS.  
COUNTY OF Suffolk )

On this 1 day of June, 2007, before me personally came Peter Schuebler, to me known, who being duly sworn, did depose and say, that he is the Vice President of WELLS FARGO FOOTHILL, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



[Signature]  
Notary Public

**EXHIBIT A**  
**TO**  
**RELEASE OF SECURITY INTEREST**

**REVOCATION POWER OF ATTORNEY**

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that [DEBTOR], (“Debtor”), having an office at 3300 Coffey Lane, Santa Rosa, California 95403, hereby revokes, severally, WELLS FARGO FOOTHILL, INC., as arranger and administrative agent (“Secured Party”), and each of its officers, all previous powers of attorney executed therebetween.

This Revocation Power of Attorney is made pursuant to a RELEASE OF SECURITY INTEREST, dated of even date herewith, among Debtor and each of Debtor’s subsidiaries identified on the signature pages thereof or from time to time party thereto and Secured Party and is subject to the terms and provisions thereof.

Dated: June \_\_, 2007

[DEBTOR]  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_ day of June, 2007, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of [DEBTOR], the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

**SCHEDULE A**  
**TO**  
**RELEASE OF SECURITY INTEREST**

**(LIST OF REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS)**

**DEPOSITION SCIENCES, INC**

<b>Country</b>	<b>Mark</b>	<b>Serial No./ Registration No.</b>	<b>Filing Date/ Registration Date</b>	<b>Status</b>
U.S.	ISOPOWER	2,717,245	5/20/03	Registered
U.S.	ISOSPHERE	2,503,471	11/6/01	Registered
CTM	ISOSPHERE	1704386	7/26/01	Registered
U.S.	ISOFIBER	2,645,378	11/5/02	Registered
CTM	ISOFIBER	002427086	10/26/2001	Pending
U.S.	DSI	2,264,081	7/27/99	Registered
U.S.	TAVALITE	2,163,889	6/9/98	Registered
CTM	TAVALITE	724,831	6/29/99	Registered
U.S.	PASSION FIRE	2,089,963	8/19/97	Registered
U.S.	HEAT BUSTER and Design	2,081,960	7/22/97	Registered
U.S.	MICRODYN (stylized)	2,091,689	8/26/97	Registered
U.S.	EASS	2,076,076	7/1/97	Registered
CTM	JEALOUS LOVE	724815	7/8/99	Registered
CTM	BLUE ENCHANTMENT	724849	8/30/99	Registered
U.S.	HEAT BUSTER	3,003,250	10/4/05	Registered
U.S.	ULTRABLOCK	78/322,937	11/4/03	Pending

**(LIST OF LICENSES)**

1. None.