

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Open Prairie Ventures I, L.P.		07/18/2003	LIMITED PARTNERSHIP:
Davandy LLC		07/18/2003	LIMITED LIABILITY COMPANY:
James Probststein		07/18/2003	INDIVIDUAL:
Brigham Family LLC		07/18/2003	LIMITED LIABILITY COMPANY:
Edward I. Koch		07/18/2003	INDIVIDUAL:
Ann K. Boyd		07/18/2003	INDIVIDUAL:
Ross & Baruzzini, Inc.		07/18/2003	CORPORATION:
Maurice V. Garoutte		07/18/2003	INDIVIDUAL:
James F. Gill		07/18/2003	INDIVIDUAL:
Harvey Saligman		07/18/2003	INDIVIDUAL:
Estate of Inez P. Myers		07/18/2003	ESTATE:
HS II, Ltd.		07/18/2003	Unknown:
PICTET Private Equity Investors SA		07/18/2003	Unknown:
Laura S. Cramer		07/18/2003	INDIVIDUAL:

**RECEIVING PARTY DATA**

<b>Name:</b>	Cernium Corporation
<b>Street Address:</b>	1943 Isaac Newton Square
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Reston
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	20190
<b>Entity Type:</b>	CORPORATION:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark

**900085322**

**TRADEMARK  
 REEL: 003608 FRAME: 0687**

**CH \$65.00 2290537**

Registration Number:	2290537	EXITSENTRY
Registration Number:	2500783	PARKINGSENTRY

**CORRESPONDENCE DATA**

Fax Number: (202)842-7899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202.842.7800  
Email: spiascik@cooley.com  
Correspondent Name: Cooley Godward Kronish LLP  
Address Line 1: 1200 19th Street NW  
Address Line 2: 5th Floor  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-2421

ATTORNEY DOCKET NUMBER:	308064-20000
NAME OF SUBMITTER:	Peter J. Willsey
Signature:	/peter j. willsey/
Date:	08/24/2007

Total Attachments: 12  
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## NOTICE OF TERMINATION AND RELEASE OF SECURITY INTEREST

This Notice of Termination and Release of Security Interest provides notice of the attached document entitled “First Amendment to Note Purchase Agreement, Notes, Warrants, and Security Agreement” (the “Amendment”), dated as of July 18, 2003, by and among **Cernium, Inc.**, a Missouri corporation (which subsequently merged into Cernium Corporation, a Delaware Corporation having its principal offices at 1943 Isaac Newton Square, Suite 200, Reston, Virginia 20190) (“Cernium”) and the “Requisite Purchaser” parties signatory thereto.

Cernium entered into a Security Agreement dated as of November 27, 2002, between Cernium and Open Prairie Venture I, L.P., an Illinois limited partnership (“OPV”) and various other parties from time to time listed on Exhibit A thereto (collectively the “Secured Parties”) (the “Security Agreement”).

The Security Agreement granted to the Secured Parties a security interest in certain Collateral (as defined in the Security Agreement), including certain intellectual property rights of Cernium.

The Security Agreement was recorded in the United States Patent and Trademark Office against the following trademark registrations of Cernium:

- 1) U.S. Registration No. **2,290,537**, issued November 2, 1999
- 2) U.S. Registration No. **2,500,783**, issued October 23, 2001

The Security Agreement was recorded in favor of the Secured Parties listed below on the dates, and at the reel/frame numbers shown below. Additional Secured Parties, for whom the Security Agreement was not recorded, are also listed below.

<b>SECURED PARTY</b>	<b>DATE OF RECORDATION</b>	<b>REEL / FRAME</b>
Open Prairie Ventures I, L.P.	02/06/2003	2669/0423
Davandy, LLC	02/19/2003	2674/0719
James Probststein	02/19/2003	2674/0719
Brigham Family LLC	02/19/2003	2674/0763
Edward I. Koch	02/19/2003	2674/0763
James F. Gill	02/19/2003	2674/0763
PICTET Private Equity Investors SA	02/19/2003	2674/0763
Ann K. Boyd	02/19/2003	2674/0763
Ross & Baruzzini, Inc.	02/20/2003	2676/0686
Maurice V. Garoutte	02/20/2003	2676/0686
Ross Investments IV, LLC	02/20/2003	2676/0686
Harvey Saligman	---	---
Estate of Inez P. Myers	---	---
HS II, Ltd.	---	---
Laura S. Cramer	---	---

Paragraph 1(c) of the Amendment automatically terminated the Security Agreement and the security interests of all Secured Parties upon the closing of the Series C Transaction.

The Series C Transaction closed as of July 18, 2003.

Cernium is therefore recording the Amendment against the same properties against which the Security Agreement was recorded.

**FIRST AMENDMENT TO NOTE PURCHASE AGREEMENT, NOTES, WARRANTS  
AND SECURITY AGREEMENT**

This First Amendment to Note Purchase Agreement, Notes, Warrants and Security Agreement (this "Amendment") is entered into as of July ~~18~~, 2003 by and among Cernium, Inc., a Missouri corporation (the "Company"), Open Prairie Ventures I, L.P., an Illinois limited partnership ("OPV"), and the other parties listed on the signature page hereto (each a "Requisite Purchaser" and collectively, the "Requisite Purchasers").

**RECITALS**

A. The Company entered into a Convertible Note Purchase Agreement, dated November 27, 2002 (the "Note Purchase Agreement"), with the persons listed on Exhibit A hereto (the "Purchasers"), pursuant to which each Purchaser purchased from the Company a Convertible Secured Promissory Note (collectively, the "Notes") and a warrant to purchase the Company's capital stock (collectively, the "Warrants").

B. In connection with the issuance of the Notes and the Warrants, the Company and the Purchasers entered into a Security Agreement dated as of November 27, 2002, pursuant to which the Company granted to the Purchasers a security interest in the Company's assets to secure the Company's obligations under the Notes (the "Security Agreement").

C. Section 6.1 of the Note Purchase Agreement provides that the Note Purchase Agreement, the Notes and the Warrants may be amended in a writing signed by the Company and Purchasers holding Notes representing a majority of the aggregate principal amount of all Notes outstanding.

D. Section 10 of the Security Agreement provides that the Security Agreement can be waived, modified, amended, terminated or discharged, and the security interest granted thereby can be released, in a writing signed by Purchasers holding Notes representing a majority of the aggregate principal amount of all Notes outstanding.

E. The Requisite Purchasers hold Notes representing a majority of the aggregate principal amount of all Notes outstanding.

F. The Company has informed the Requisite Purchasers that it is negotiating a transaction whereby Lurie Investment Fund, L.L.C. and certain other investors (the "Series C Investors") will invest at least \$2.5 million in the Company to purchase shares of the Company's Series C Preferred Stock (the "Series C Transaction") and has presented to the Requisite Purchasers drafts of the Series C Preferred Stock Purchase Agreement, Amended and Restated Registration Rights Agreement and Amended and Restated Shareholders Agreement that the Series C Investors have proposed in order to effect the Series C Transaction (collectively, the "Transaction Documents").

G. In order to facilitate the Series C Transaction, the Requisite Purchasers have agreed to amend the Note Purchase Agreement, the Notes, the Warrants and the Security Agreement (i) to convert all of the outstanding principal amount of the Notes and accrued and unpaid interest thereon into shares of Series C Preferred Stock at the same price per share paid for Series C Preferred Stock by the Series C Investors in the Series C Transaction (the "Series C Price"), (ii) to cause the cancellation of the Warrants automatically upon the conversion of the Notes into Series C Preferred Stock in exchange for the issuance of warrants to purchase shares of Series C Preferred Stock on the terms set forth in the Transaction Documents (the "Investment Warrants"), and (iii) to terminate the Security Agreement and the security interest in the Company's assets granted thereby.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Amendment of the Note Purchase Agreement, Notes, Warrants and Security Agreement. Notwithstanding anything to the contrary contained in the Note Purchase Agreement, Notes, Warrants and/or Security Agreement, the Note Purchase Agreement, each Note, each Warrant and the Security Agreement hereby are amended as follows:

(a) Upon the closing of the Series C Transaction, the outstanding principal amount of each Note and all accrued and unpaid interest thereon automatically shall convert into that number of shares of Series C Preferred Stock as shall be obtained by dividing the aggregate amount to be converted by the Series C Price. No fractional shares will be issued on conversion of the Note. If on conversion of the Note, a fraction of a share results, the Company shall round up to the next whole share.

(b) Upon the closing of the Series C Transaction, (i) each Warrant automatically shall be deemed cancelled and of no further force or effect, and (ii) each Purchaser shall be entitled to receive an Investment Warrant in substantially the form issued to the Series C Investors to purchase that number of shares of Series C Preferred Stock equal to (A) \$1,000,000, divided by (B) the Series C Price, multiplied by (C) a fraction, the numerator of which is aggregate amount of principal and interest evidenced by such Purchaser's converted Note and the denominator of which is the sum of the aggregate amount of principal and interest evidenced by all converted Notes and the aggregate amount invested by the Series C Investors.

(c) Upon the closing of the Series C Transaction, the Security Agreement, and the security interest in the Company's assets granted thereby, automatically shall terminate and be of no further force or effect, and the Company shall have the right to file termination statements with respect to any financing statements filed by or on behalf of the Purchasers in order to perfect such security interest.

(d) Upon the closing of the Series C Transaction or promptly thereafter, each Purchaser shall execute and deliver to the Company a counterpart of each Transaction Document. Each Requisite Purchaser hereby acknowledges that the final form of each

Transaction Document may vary from the form of the draft of such Transaction Document last presented to such Requisite Purchaser.

(e) Promptly following the closing of the Series C Transaction, the Company will cause to be issued in the name of and delivered to each Purchaser, a certificate or certificates for the number of fully paid and nonassessable shares of Series C Preferred Stock to which such Purchaser shall be entitled upon the conversion of such Purchaser's Note and the Investment Warrant to which such Purchaser is entitled. The Company shall deliver such certificate or certificate(s) to each Purchaser promptly after such Purchaser returns to the Company such Purchaser's Note and Warrant, as well as such Purchaser's counterpart signature pages to the Transaction Documents.

2. Miscellaneous. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to conflict of laws principles. This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. Each party hereby agrees to take such further actions and to execute such additional documents as any other party may reasonably request in order to consummate the transactions contemplated by this Amendment.

[Signature Page Follows]

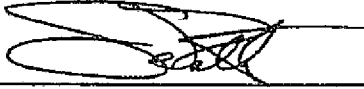
EXHIBIT A

1. Open Prairie Ventures I, L.P.
2. James F. Gill
3. Edward I. Koch
4. Ann K. Boyd
5. Pictet Private Purchasers SA
6. Davandy, LLC
7. Brigham Family LLC
8. Maurice Garoutte
9. Ross Investments IV, LLC
10. James Probststein
11. Harvey Saligman
12. Estate of Inez P. Myers
13. HS II, Ltd.
14. Laura S. Cramer



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first set forth above.

CERNIUM, INC.

By   
Sean Patty  
President & Chief Executive Officer

ROSS INVESTMENTS IV, LLC

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OPEN PRAIRIE VENTURES I, L.P.

By Open Prairie Ventures Management I, LLC  
Its sole General Partner

By Open Prairie Ventures, Inc., Manager

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BRIGHAM FAMILY LLC

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DAVANDY, L.L.C.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ROSS AND BARUZZINI, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
Maurice Garoutte

[TC DRAFT: 7/10/03]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first set forth above.

CERNIUM, INC.

ROSS INVESTMENTS IV, LLC

By \_\_\_\_\_  
Sean Patty  
President & Chief Executive Officer

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OPEN PRAIRIE VENTURES I, L.P.

BRIGHAM FAMILY LLC

By Open Prairie Ventures Management I, LLC  
Its sole General Partner

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By Open Prairie Ventures, Inc., Manager

By *Dennis A. Spide*  
Name: *Dennis A. Spide*  
Title: *Vice President*

ROSS AND BARUZZINI, INC.

DAVANDY, L.L.C.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Maurice Garoutte

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first set forth above.

CERNIUM, INC.

ROSS INVESTMENTS IV, LLC

By \_\_\_\_\_  
Sean Patty  
President & Chief Executive Officer

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OPEN PRAIRIE VENTURES I, L.P.

BRIGHAM FAMILY LLC

By Open Prairie Ventures Management I, LLC  
Its sole General Partner

By Open Prairie Ventures, Inc., Manager

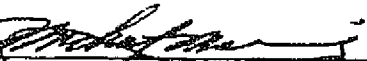
By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ROSS AND BARUZZINI, INC.

DAVANDY, L.L.C.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By   
Name: MICHAEL J. MELLINGER  
Title: ~~MEMBER~~ MEMBER

\_\_\_\_\_  
Maurice Garoutte

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first set forth above.

CERNIUM, INC.

ROSS INVESTMENTS IV, LLC

By \_\_\_\_\_  
Sean Patty  
President & Chief Executive Officer

By DKM  
Name: DONALD K. ROSS  
Title: MANAGER

OPEN PRAIRIE VENTURES I, L.P.

BRIGHAM FAMILY LLC

By Open Prairie Ventures Management I, LLC  
Its sole General Partner

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By Open Prairie Ventures, Inc., Manager

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ROSS AND BARUZZINI, INC.

DAVANDY, L.L.C.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Maurice Garoutte

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first set forth above.

CERNIUM, INC.

ROSS INVESTMENTS IV, LLC

By \_\_\_\_\_  
Sean Patty  
President & Chief Executive Officer

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OPEN PRAIRIE VENTURES I, L.P.

BRIGHAM FAMILY LLC

By Open Prairie Ventures Management I, LLC  
Its sole General Partner

By Open Prairie Ventures, Inc., Manager

By James R. Brigham, Jr.  
Name: James R. Brigham, Jr.  
Title: Manager

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ROSS AND BARUZZINI, INC.

DAVANDY, L.L.C.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Maurice Garoutte

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first set forth above.

CERNIUM, INC.

ROSS INVESTMENTS IV, LLC

By \_\_\_\_\_  
Sean Patty  
President & Chief Executive Officer

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OPEN PRAIRIE VENTURES I, L.P.

BRIGHAM FAMILY LLC

By Open Prairie Ventures Management I, LLC  
Its sole General Partner


By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By Open Prairie Ventures, Inc., Manager

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ROSS AND BARUZZINI, INC.

DAVANDY, L.L.C.

By   
Name: MAURICE GAROUTTE  
Title: PRESIDENT



By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Maurice Garoutte

2145500