

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST RELEASE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LANZA RESEARCH INTERNATIONAL, INC.		12/11/2007	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DAVEX LABS, LLC		
<b>Street Address:</b>	429 SANTA MONICA BOULEVARD		
<b>Internal Address:</b>	SUITE 510		
<b>City:</b>	SANTA MONICA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90401		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1565350	L'ANZA	
Registration Number:	1922791	ROBERT DE LANZA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)226-4028		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(213) 488-7100		
<b>Email:</b>	kevin.davis@pillsburylaw.com		
<b>Correspondent Name:</b>	ROBERT V. SLATTERY, ESQ.		
<b>Address Line 1:</b>	PILLSBURY WINTHROP SHAW PITTMAN LLP		
<b>Address Line 2:</b>	725 SOUTH FIGUEROA STREET, SUITE 2800		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90017-5406		
<b>ATTORNEY DOCKET NUMBER:</b>	013699-0000080		
<b>NAME OF SUBMITTER:</b>	ROBERT V. SLATTERY		

CH \$65.00 1565350

Signature:

/Robert V. Slattery/

Date:

12/20/2007

Total Attachments: 3

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**DAVEX LABS LLC**

429 Santa Monica Boulevard, Suite 510  
Santa Monica, California 90401

Tel: (310) 39-D LABS  
Fax: (310) 393-9161

www.davexlabs.ca  
www.lanza.com

December 11, 2007

Lanza Research International, Inc.  
c/o Robert De Lanza  
1440 Caballero Road  
Arcadia, CA 91006

**Re: Payoff Letter**

Ladies and Gentlemen:

Reference is made to that certain Secured Promissory Note dated as of March 7, 2005 (the "Note") between Davex Labs, LLC (the "Company") and LANZA Research International, Inc. (the "Lender"). Terms not otherwise defined herein shall have the meanings set forth in the Note.

The Company has informed the Lender that it intends to repay the Note in full on or about December 18, 2007, but in any event not later than January 2, 2008 (the date of repayment being referred to herein as the "Settlement Date"). As of the Settlement Date the total unpaid amount due on or in respect of the Note is \$ . This total is called the "Payoff Amount."

Payment of the Payoff Amount shall be made in immediately available funds, pursuant to the following wire transfer instructions:


Upon receipt by the Lender of the Payoff Amount, (i) all obligations of the Company to the Lender shall thereby be paid in full, (ii) the Lender shall deliver to the Company the original Note, marked "cancelled", (iii) all security interests and liens granted by the Company to the Lender shall thereby be terminated, and (iv) the Company and Celtic Capital Corporation ("Celtic") shall thereby be authorized to file or cause to be filed such releases and terminations in appropriate offices as reasonably required by the Company or Celtic to release and terminate all financing statements and lien notices filed in connection with the security interests and liens granted by the Company to the Lender, including without limitation the financing statement and lien notices described on Exhibit A. Such filings may be made without the signature of the Lender, to the extent permitted by applicable law. In the event the Lender is required by applicable law to sign and/or file such releases and terminations, the Lender shall promptly sign such documents and/or make such filings upon request by the Company or Celtic following receipt of the Payoff Amount.

December 11, 2007


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Please acknowledge receipt of this letter and the Lender's agreement to its terms by signing and returning a copy. This letter agreement may be executed in one or more counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed signature page of this letter agreement by facsimile or e-mail shall be effective as delivery of a manually executed signature page.

Davex Labs, LLC

By:   
David Berglass  
Chief Executive Officer  
and President

Celtic Capital Corporation

By:   
Name: Alexander Paul  
Title: EXECUTIVE VICE PRESIDENT

Agreed and Acknowledged as of the date first set forth above.

Lanza Research International, Inc.


By:   
Robert De Lanza  
Title:

EXHIBIT A

UCC Financing Statements

Debtor:	Jurisdiction:	No.:
Davex Labs, LLC	Delaware	50733528

Patent and Trademark Office Filings

Holder:	Trademark:	No.:
Davex Labs, LLC	L'ANZA	1,565,350
Davex Labs, LLC	ROBERT DE LANZA	1,922,791