

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Maxxsonics USA, Inc.		12/04/2007	CORPORATION: ILLINOIS

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RBS Citizens, N.A.
<b>Street Address:</b>	One Citizens Plaza
<b>City:</b>	Providence
<b>State/Country:</b>	RHODE ISLAND
<b>Postal Code:</b>	02903-1339
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	2058189	STREET MACHINE
Serial Number:	74667468	BALCONY
Serial Number:	74540015	MB QUART
Serial Number:	74545648	MB QUART
Serial Number:	74540016	MB QUART
Serial Number:	78159222	VERA
Serial Number:	73399361	AUTOTEK
Serial Number:	78679856	BRUTUS
Serial Number:	78846615	CO-MAXXIAL
Serial Number:	75793015	CRUNCH
Serial Number:	78853821	GOLIATH
Serial Number:	73362449	HIFONICS
Serial Number:	75793211	HIFONICS
Serial Number:	76427580	M

OP \$690.00 2058189

Serial Number:	76249936	MAXXSONICS
Serial Number:	75131551	MILLENNIUM
Serial Number:	78876302	POWER FROM THE GODS
Serial Number:	78979181	POWER FROM THE GODS
Serial Number:	78889418	POWERED BY MAXXSONICS
Serial Number:	78979170	POWERED BY MAXXSONICS
Serial Number:	78846645	SUPER D-CLASS
Serial Number:	75421268	SUPER SPORT
Serial Number:	74485360	THE MEAN MACHINE
Serial Number:	78846620	TRI-MAXXIAL
Serial Number:	78650904	ULTRA D
Serial Number:	78650920	ULTRA D-CLASS
Serial Number:	76468484	X CLASS

**CORRESPONDENCE DATA**

Fax Number: (312)849-8112  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3128498111  
Email: densing@mcguirewoods.com  
Correspondent Name: Donald A. Ensing, McGuireWoods LLP  
Address Line 1: 77 W. Wacker Drive  
Address Line 2: Suite 4100  
Address Line 4: Chicago, ILLINOIS 60601-1818

ATTORNEY DOCKET NUMBER:	2052839-0001
NAME OF SUBMITTER:	Donald A. Ensing
Signature:	/Donald A. Ensing/
Date:	12/27/2007

Total Attachments: 7  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**"), dated as of December 4, 2007, by MAXXSONICS USA, INC., an Illinois corporation (the "**Grantor**"), in favor of RBS CITIZENS, N.A., a national banking association, for its own benefit and as agent for its Affiliates (the "**Bank**").

### RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**") with the Bank, pursuant to which the Bank has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "**Security Agreement**") with the Bank pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement to the Bank.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title, and interest of the Grantor in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "**Trademark Collateral**");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;

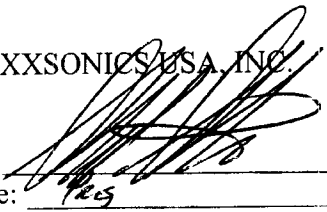
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2, and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “**Patent Collateral**”).

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement and Security Agreement.

*The remainder of this page is intentionally left blank. Signature page follows.*

The Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MAXXSONICS USA, INC.

By:   
Title: CEO

Acknowledged:

RBS CITIZENS, N.A.,  
as Bank

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

The Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MAXXSONICS USA, INC.

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

Acknowledged:

RBS CITIZENS, N.A.,  
as Bank


By: Tim Mcloyd  
Title: VKE PRESIDENT

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK  
REEL: 003685 FRAME: 0561

STATE OF ILLINOIS        )  
                                  ) ss  
COUNTY OF COOK        )




On this 4<sup>th</sup> day of December 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

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

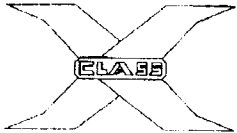


SCHEDULE 1  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Trademarks, Trademark Applications, and Trademark Licenses**

<b>Trademark</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
BALCONY	74/667468	1996649	04/28/1995	08/27/1996
MB QUART	7464/91	1994B03656	10/08/1991	10/08/1991
MB QUART	9099/91	T91/09099A	10/07/1991	10/07/1991
MB QUART	1477207	1477207	09/19/1991	03/11/1994
MB QUART	74/540015	1905485	06/20/1994	07/18/1995
MB QUART	2007-026478	None	11/02/2007	None
MB QUART (Stylized)	74/545648	1907458	07/05/1994	07/25/1995
MB QUART (Stylized)	74/540016	1905486	06/20/1994	07/18/1995
VERA	78/159222	2809456	08/29/2002	01/27/2004
	73/399361	1,287,714	10/01/1982	07/31/1984
BRUTUS	78/679856	3,112,098	07/27/2005	07/04/2006
CO-MAXXIAL	78/846615	N/A	03/27/2006	N/A
CRUNCH	75/793015	2,391,500	09/07/1999	10/03/2000
GOLIATH	78/853821	3,202,106	04/04/2006	1/23/2007
	73/362449	1,233,430	04/30/1982	04/05/1983
HIFONICS	75/793211	2,391,501	09/07/1999	10/03/2000
	76/427580	2,793,944	07/02/2002	12/16/2003



MAXXSONICS	76/249936	2,792,058	05/02/2001	12/09/2003
MILLENNIUM	75,131551	2,206,351	N/A	12/01/1998
POWER FROM THE GODS	78/876302	N/A	05/04/2006	N/A
POWER FROM THE GODS	78/979181	3,335,325	05/04/2006	11/13/2007
POWERED BY MAXXSONICS	78/889418	N/A	05/22/2006	N/A
POWERED BY MAXXSONICS	78/979170	3,318,379	05/22/2006	10/23/2007
STREET MACHINE	74/04911	2,058,189	07/24/1995	04/29/1997
SUPER D-CLASS	78/846645	N/A	03/27/2006	N/A
SUPER SPORT	75/421268	2,277,393	01/21/1998	09/14/1999
THE MEAN MACHINE	74/485360	1,889,703	02/01/1994	04/18/1995
TRI-MAXXIAL	78/846620	N/A	03/27/2006	N/A
ULTRA D	78/650904	N/A	06/15/2005	N/A
ULTRA D-CLASS	78/650920	3,100,598	06/15/2005	06/06/2006
 (X-CLASS)	76/468484	3,009,123	11/20/2002	10/25/2005