

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
XL Techgroup, Inc.		01/30/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LV Administrative Services, Inc.		
<b>Street Address:</b>	335 Madison Avenue		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78576272	DXTECH	
<b>Serial Number:</b>	78594487	PAIRED DIAGNOSTICS	
<b>Serial Number:</b>	78960636	PETROALGAE	
<b>Serial Number:</b>	78596313	TYRATECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)896-5678		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3124643135		
<b>Email:</b>	msmolucka@loeb.com		
<b>Correspondent Name:</b>	Scott J. Giordano/Loeb & Loeb LLP		
<b>Address Line 1:</b>	345 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	211158-10025		
<b>NAME OF SUBMITTER:</b>	Mary Ann Smolucka		

CH \$115.00 78576272

Signature:	/s/ Mary Ann Smolucka
Date:	01/31/2008
<p><b>Total Attachments: 15</b></p> <p>source=Image001#page1.tif source=Image002#page1.tif source=Image003#page1.tif source=Image004#page1.tif source=Image005#page1.tif source=Image006#page1.tif source=Image007#page1.tif source=Image008#page1.tif source=Image009#page1.tif source=Image010#page1.tif source=Image011#page1.tif source=Image012#page1.tif source=Image013#page1.tif source=Image014#page1.tif source=Image015#page1.tif</p>	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, restated, supplemented or otherwise modified, the "Agreement"), dated as of January 30, 2008, is made by XL TECHGROUP, INC. (the "Company") and each Person that from time to time becomes a party to this Agreement (the Company and each such Person, collectively, the "Grantors" and each a "Grantor"), in favor of LV Administrative Services, Inc., a Delaware corporation, as administrative and collateral agent for the Creditor Parties (as defined below)(the "Agent").

WHEREAS, the Creditor Parties (as defined below) and the Grantors have entered into the Documents (as defined below), pursuant to which the Lenders (as defined below) have provided and/or will provide certain financial accommodations to the Company, for the benefit of the Company and the Grantors.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

### Section 1. DEFINED TERMS; RULES OF CONSTRUCTION.

- (a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the Documents, as applicable.
- (b) When used herein the following terms shall have the following meanings:

"Company Subsidiaries" means, collectively, DxTech, LLC, a Delaware limited liability company, PetroAlgae, LLC, a Delaware limited liability company and QuoNova, LLC, a Delaware limited liability company.

"Copyrights" means all copyrights arising or protected under the laws of the United States, any other country or any political subdivision thereof, whether registered, or unregistered and whether published or unpublished, all registrations and recordings therefor, and all applications in connection therewith, including but not limited to all registrations, recordings and applications in the United States Copyright Office, any State, or any similar office or agency of the United States, any State, any other country or political subdivision, or any other registry.

"Copyright Licenses" means all agreements pursuant to which any Grantor is licensor or licensee, granting any right under any Copyright, including but not limited to, rights to manufacture, reproduce, display, distribute, perform, modify or otherwise exploit, and sell materials embodying or derived from, any Copyrighted work.

"Creditor Parties" means, collectively, the Agent and the Lenders.

"Documents" means, collectively (i) Securities Purchase Agreement dated as of December 30, 2005 (as amended, modified, supplemented or restated from time to time, the "December 2005 Securities Purchase Agreement") by and among Company and Laurus Master

Fund, Ltd. ("Laurus"), Valens Offshore SPV I, Ltd. (as partial assignee of Laurus, "Valens Offshore"), Valens U.S. SPV I, Ltd. (as partial assignee of Laurus, "Valens US") and PSource Structured Debt Limited (as partial assignee of Laurus, "PSource"); (ii) Secured Term Note dated December 30, 2005 (as amended, modified, supplemented or restated from time to time, the "December 2005 Term Note") issued by Company to Laurus, Valens Offshore, Valens US and PSource in the original principal amount of \$35,000,000; (iii) Master Security Agreement dated December 30, 2005 (as amended, modified, supplemented or restated from time to time, the "December 2005 Master Security Agreement") by and among Company and Laurus, Valens Offshore, Valens US and PSource; (iv) the Share Mortgage dated as of December 30, 2005 between the Company and Laurus (as amended, modified, supplemented or restated from time to time, the "December 2005 Share Mortgage"); (v) the Related Agreements (as defined in the December 2005 Securities Purchase Agreement, the "December 2005 Related Agreements"); (vi) Securities Purchase Agreement dated as of December 29, 2006 (as amended, modified, supplemented or restated from time to time, the "December 2006 Securities Purchase Agreement") by and between Company and Laurus; (vii) Secured Term Note dated December 29, 2006 (as amended, modified, supplemented or restated from time to time, the "December 2006 Term Note") issued by Company to Laurus in the original principal amount of \$20,000,000; (viii) the Related Agreements (as defined in the December 2006 Securities Purchase Agreement, the "December 2006 Related Agreements"); (ix) Securities Purchase Agreement dated as of October 3, 2007 (as amended, modified, supplemented or restated from time to time, the "October 2007 Securities Purchase Agreement"; and together with the December 2005 Securities Purchase Agreement and December 2006 Securities Purchase Agreement, collectively, the "Securities Purchase Agreements") by and among Company, Valens U.S. SPV I, LLC ("Valens US LLC"), as Agent, Calliope Capital Corporation ("Calliope") and Valens US; (x) Secured Term Note A dated October 3, 2007 (as amended, modified, supplemented or restated from time to time, the "October 2007 Calliope Term A Note") issued by Company to Calliope in the original principal amount of \$9,958,000; (xi) Secured Term Note A dated October 3, 2007 (as amended, modified, supplemented or restated from time to time, the "October 2007 Valens US Term A Note") issued by Company to Valens US in the original principal amount of \$3,042,000; (xii) Secured Term Note B dated October 3, 2007 (as amended, modified, supplemented or restated from time to time, the "October 2007 Calliope Term B Note") issued by Company to Calliope in the original principal amount of \$9,192,000; (xiii) Secured Term Note B dated October 3, 2007 (as amended, modified, supplemented or restated from time to time, the "October 2007 Valens US Term B Note"; and together with the December 2005 Term Note, December 2006 Term Note, October 2007 Calliope Term A Note, October 2007 Valens US Term A Note and October 2007 Calliope Term B Note, collectively, the "Existing Notes") issued by Company to Valens US in the original principal amount of \$2,208,000; (xiv) Master Security Agreement dated October 3, 2007 (as amended, modified, supplemented or restated from time to time, the "October 2007 Master Security Agreement"; and together with the December 2005 Master Security Agreement, collectively, the "Existing Master Security Agreements") by and between Company and Valens US LLC, for itself and as agent for the Purchasers (as such term is defined in the October 2007 Securities Purchase Agreement); (xv) the Share Mortgage dated as of October 3, 2007 between the Company and Valens US LLC (as amended, modified, supplemented or restated from time to time, the "October 2007 Share Mortgage" and together with the December 2005 Share Mortgage, collectively, the "Existing Share Mortgages"); (xvi) the Related Agreements (as

defined in the October 2007 Securities Purchase Agreement, the "October 2007 Related Agreements"; and together with the December 2005 Related Agreements and the December 2006 Related Agreements, collectively, the "Related Agreements"; (xvii) Reaffirmation and Ratification Agreement dated as of the date hereof by and among Company and Creditor Parties (as defined below); (xviii) Secured Term Note dated as of the date hereof issued by Company to Laurus in the original principal amount of \$12,572,910.67 (as amended, modified, supplemented or restated from time to time, the "New Laurus Note";) (xix) Secured Term Note dated as of the date hereof issued by Company to Valens US LLC in the original principal amount of \$892,023.37 (as amended, modified, supplemented or restated from time to time, the "New Valens US LLC Note";) (xx) Secured Term Note dated as of the date hereof issued by Company to PSource in the original principal amount of \$3,376,675.55 (as amended, modified, supplemented or restated from time to time, the "New PSource Note";) (xxi) Secured Term Note dated as of the date hereof issued by Company to Valens Offshore in the original principal amount of \$880,066.89 (as amended, modified, supplemented or restated from time to time, the "New Valens Offshore Note"; and, together with the New Laurus Note and New Valens US LLC Note, collectively, the "New Notes"; and together with the Existing Notes, collectively, the "Notes";) (xxii) any guaranty now or hereafter entered into by any of DxTech, LLC, PetroAlgae, LLC and/or QuoNova, LLC in favor of the Creditor Parties (as amended, modified, supplemented or restated from time to time, the "Company Subsidiary Guaranties" and, each, a "Company Subsidiary Guaranty";) (xxiii) Master Security Agreement dated as of the date hereof by and among the Company, other Grantors and Agent (as amended, modified, supplemented or restated from time to time, the "January 2008 Master Security Agreement"), and (xxiv) all other documents, instruments and agreements entered into in connection with the transactions contemplated hereby and thereby.

"Intellectual Property" means any and all of the following, throughout the world: Patents, Trademarks, Copyrights, mask works, designs, trade secrets, information, databases, rights of publicity, software, and any other proprietary rights and processes; any licenses to use any of the foregoing owned by a third party including Patent Licenses, Trademark Licenses and Copyright Licenses; and registrations, applications and recordings pertaining to any of the foregoing on any registry.

"Lenders" means collectively, Laurus, Calliope, Valens US, Valens US LLC, Valens Offshore and PSource.

"Obligations" means all debts, liabilities and obligations owing by each Grantor to any Creditor Party arising under, out of, or in connection with the Documents; and in connection with any documents, instruments or agreements relating to or executed in connection with the Documents or any documents, instruments or agreements referred to therein or otherwise, and in connection with any other indebtedness, obligations or liabilities of each such Grantor to any Creditor Party, whether now existing or hereafter arising, direct or indirect, liquidated or unliquidated, absolute or contingent, due or to become due and whether under, pursuant to or evidenced by a note, agreement, guaranty, instrument or otherwise, including, without limitation, obligations and liabilities of each Grantor for post-petition interest, fees, costs and charges that accrue after the commencement of any case by or against such Grantor under any bankruptcy, insolvency, reorganization or like proceeding (collectively, the "Debtor Relief Laws") in each case, irrespective of the genuineness, validity, regularity or enforceability of such Obligations, or

of any instrument evidencing any of the Obligations or of any collateral therefor or of the existence or extent of such collateral, and irrespective of the allowability, allowance or disallowance of any or all of the Obligations in any case commenced by or against any Grantor under any Debtor Relief Law. If, at any time, any Company Subsidiary becomes party to this Agreement, notwithstanding the foregoing, the liability of such of the Company Subsidiary under this Agreement or any other Document shall not exceed the maximum liability of such Company Subsidiary as provided in its respective Company Subsidiary Guaranty.

“PTO” means the United States Patent and Trademark Office and any successor office or agency.

“Patents” means all patents issued by the PTO, any similar office or agency of the United States, any State, or any other country or political subdivision or other registry, all recordings thereof, and all applications therefor.

“Patent Licenses” means all agreements pursuant to which any Grantor is licensor or licensee, granting any right to manufacture, have made, import, use, or sell any invention covered in whole or in part by a Patent.

“Trademarks” means all trademarks, trade names, corporate names, business names, fictitious business names, internet domain names, trade styles, services marks, logos and other source or business identifiers, arising or protected under the laws of the United States, any State or any other country or political subdivision thereof, whether registered or unregistered, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefor, in the PTO, in any similar office or agency of the United States, any State, any other country or political subdivision, any internet domain name registrar, or any other registry.

“Trademark Licenses” mean all agreements pursuant to which any Grantor is licensor or licensee, granting any right to use a Trademark.

“UCC” shall have the meaning provided thereto in the Documents.

- (c) All Schedules, Addenda, Annexes and Exhibits hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words “herein”, “hereof” and “hereunder” or other words of similar import refer to this Agreement as a whole, including the Exhibits, Addenda, Annexes and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term “or” is not exclusive. The term “including” (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the Schedules,

Addenda, Annexes and Exhibits to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits, and attachments of or to this Agreement. All references to any instruments or agreements, including references to any of this Agreement or the Documents shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

- (d) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.
- (e) In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Documents, the Agent shall have the right to determine which Agreement shall govern with respect to each such conflict.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the prompt payment to the Creditor Parties of the Obligations now or hereafter existing from time to time, each Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Creditor Parties, a continuing security interest in and Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

- (a) Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) Intellectual Property not covered by the foregoing, including those referred to on Schedule IV hereto;
- (e) Renewals, reissues, continuations, divisions, or extensions of any of the foregoing;
- (f) Rights to sue third parties for past, present or future infringement, dilution, misappropriation, or other violation of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same; and
- (g) All products and Proceeds of all or any of the foregoing, tort claims and all claims and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments

due or to become due under licenses of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant of a security interest in (a) any property to the extent that such grant of a security interest is prohibited by any rule of law, statute or regulation, requires a consent not obtained of any government, governmental body or official or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such rule of law, statute or regulation or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law; and (b) any trademark or service mark applications filed in the PTO on the basis of any Grantor's intent to use such trademark or service mark, unless and until a statement of use or amendment to allege use is filed in the PTO, in which event, such trademark or service mark shall automatically be included in the Collateral.

Section 3. REPRESENTATIONS AND WARRANTIES.

Each Grantor represents and warrants to Agent, in addition to the representations and warranties in the Documents, that:

- (a) Such Grantor does not own, in whole or in part, any Patent, Trademark, Copyright, or other Intellectual Property which is the subject of a registration or application in the United States Patent and Trademark Office, United States Copyright Office, any similar office or agency of the United States, any State, any other country or political subdivision, any Internet Domain Name registrar, or any other registry, except as set forth in Schedule I, Schedule II, Schedule III, and Schedule IV, respectively, hereto.
- (b) such Grantor is the sole owner of the Intellectual Property listed on Schedules I to IV hereto (as such schedules may be amended or supplemented from time to time) identified as owned by such Grantor, and all registrations and applications for such Intellectual Property are standing in the name of such Grantor.
- (c) no Intellectual Property has been licensed or sublicensed by any Grantor to any Affiliate or third party, except under the licenses disclosed in Schedules I to IV hereto.
- (d) all Intellectual Property owned by such Grantor, including the items set forth on Schedules I to IV, and, to such Grantor's knowledge, all Intellectual Property licensed to such Grantor, is subsisting in good standing, valid, and enforceable and such Grantor performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain, each registration and application for Intellectual Property owned by such Grantor in full force and effect.



- (e) such Grantor has been using statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, and appropriate notice of copyright in connection with the publication of Copyrighted material ;
- (f) such Grantor has taken all actions necessary to insure that all licensees of Trademarks owned by such Grantor use consistent standards of quality as directed by Grantor in connection with their licensed products and services;
- (g) this Agreement is effective to create a valid security interest in favor of Agent, for the benefit of the Creditor Parties, in all of each Grantor's Intellectual Property. Upon the (i) filing of this Intellectual Property Security Agreement in the PTO (with respect to the United States Patents set forth on Schedule I hereto and the United States Trademarks set forth on Schedule II hereto), and in the United States Copyright Office (with respect to the United States Copyrights set forth on Schedule III hereto), and (ii) the filing of all appropriate UCC-1 financing statements, such security interest will be enforceable as such as against any and all creditors of, and purchasers from, each Grantor. Upon the making of such filings set forth above, all action necessary or desirable to protect and perfect Agent's Lien on each Grantor's United States and State Patents, Trademarks, and Copyrights, shall have been taken.

Section 4. COVENANTS. Each Grantor covenants and agrees with Agent, from and after the date of this Agreement, and in addition to the covenants in any Document, that:

- (a) Such Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Intellectual Property owned by such Grantor may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable, or of any adverse determination or development in any proceeding (including the institution of any proceeding) in the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any Internet Domain registry or other registry, or any court, regarding Grantor's ownership of or right to use register, keep and/or maintain any Intellectual Property;
- (b) Such Grantor shall take all actions necessary, or reasonably requested by Agent, to maintain and pursue each application, for registration in respect of the Intellectual Property owned by Grantor from time to time, by including filing applications for renewal, affidavits of use, affidavits of noncontestability and the commencement and prosecution of opposition and interference and cancellation proceedings;
- (c) In the event that any Intellectual Property owned by or exclusively licensed to such Grantor is infringed, diluted, misappropriated, or otherwise violated by a third party, such Grantor shall notify Agent promptly after such Grantor learns thereof and shall promptly take all reasonable actions to stop the same and

enforce its rights in such Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit for injunctive relief and damages and shall take such other actions as are reasonable to protect such Grantor's rights in such Intellectual Property;

- (d) To the extent required by applicable law, such Grantor shall use statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of Copyrighted materials, and other legends or markings applicable to other Intellectual Property;
- (e) Such Grantor shall maintain the level of the quality of products sold and services rendered under any Trademarks owned by such Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and such Grantor shall adequately control the quality of goods and services offered by any licensees of its Trademarks; and
- (f) Such Grantor shall take all steps necessary to protect the secrecy of all trade secrets material to its business.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with each additional security interest granted by each Grantor to Agent, for the ratable benefit of the Creditor Parties, or by any Grantor to any other Creditor Party pursuant to the Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral made and granted herein are more fully set forth in the Documents (as applicable), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the Documents.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. RELEASE OF SECURITY INTEREST. This Agreement is made for collateral purposes only. Upon the indefeasible payment in full in cash and performance of the Obligations and upon the irrevocable termination of the Documents as provided therein, Agent, in accordance with the terms and provisions of the Documents, shall take such actions (including execution of all deeds, releases, termination statements and other discharges) as may be

necessary or proper to terminate the security interests created hereby and pursuant to the Documents.

Section 8. INDEMNIFICATION. Each Grantor assumes all responsibility and liability arising from the use of the Intellectual Property and Grantors hereby indemnify and hold Agent and each other Creditor Party harmless from and against, or if one or more Company Subsidiaries become party to this Agreement, the Grantors, jointly and severally as between the Company and each Company Subsidiary, severally and not jointly as among the Company Subsidiaries, hereby indemnify and hold Agent and each other Creditor Party harmless from and against, any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any Grantor's operations of its business from the use of the Intellectual Property. In any suit, proceeding or action brought by Agent under any Patent License, Trademark License, or Copyright License for any sum owing thereunder, or to enforce any provisions of such License, Grantors will indemnify and keep Agent and each other Creditor Party harmless from and against, or if one or more Company Subsidiaries become party to this Agreement, the Grantors, jointly and severally as between the Company and each Company Subsidiary, severally and not jointly as among the Company Subsidiaries, will indemnify and keep Agent and each other Creditor Party harmless from and against, all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of any Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from any Grantor, and all such obligations of Grantors shall be and remain enforceable against and only against Grantors and shall not be enforceable against Agent or any other Creditor Party.

Section 9. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the January 2008 Master Security Agreement.

Section 10. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon payment in full in cash of all Obligations and irrevocable termination of each of the Documents.

Section 11. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

[Signature Page to Follow]

IN WITNESS WHEREOF, each Grantor has executed this Intellectual Property Security Agreement as of the date first written above.

~~XL~~ TECHGROUP, INC.

By: 

Name:

DAVID P. SCOSTAR

Title:

CFO

ACCEPTED and ACKNOWLEDGED by:

LV ADMINISTRATIVE SERVICES INC., as Agent

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

Name:

Title:

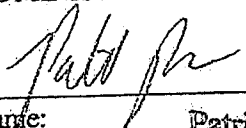
IN WITNESS WHEREOF, each Grantor has executed this Intellectual Property Security Agreement as of the date first written above.

XL TECHGROUP, INC.

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

ACCEPTED and ACKNOWLEDGED by:

LV ADMINISTRATIVE SERVICES INC., as Agent

By:  \_\_\_\_\_  
Name: Patrick Regan  
Title: Authorized Signatory

SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

None.

II. TRADEMARK APPLICATION

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION</u> <u>NUMBER</u>	<u>APPLICATION</u> <u>DATE</u>	<u>OWNER</u>
DXTECH	U.S.	78576272	02/28/2005	XL TECHGROUP, INC.
PAIRED	U.S.	78/594487	03/24/2005	XL TECHGROUP, INC.
DIAGNOSTICS	U.S.	78/960636	08/25/2006	XL TECH GROUP, INC.
PETROALGAE	U.S.	78/596313	03/28/2005	XL TECHGROUP, INC.

III. TRADEMARK LICENSES

None.

IV. INTERNET DOMAIN NAMES

None.

SCHEDULE II  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENTS

None.

II. PATENT APPLICATIONS

<u>Owner</u>	<u>Country</u>	<u>Application Title</u>	<u>Serial No.</u>	<u>Filing Date</u>
XL TechGroup, Inc.	United States	Surgical Wound Closure Device and Method	US: 60/938,320	May 16, 2007

III. PATENT LICENSES

None.

SCHEDULE III  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS.

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.



SCHEDULE IV

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

OTHER INTELLECTUAL PROPERTY REGISTRATIONS AND APPLICATIONS.

None