

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XPV Capital Corporation		05/26/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Pionetics Corporation		
Street Address:	151 Old County Road		
City:	San Carlos		
State/Country:	CALIFORNIA		
Postal Code:	94070		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2789652	LINX	
Registration Number:	2789653	PIONETICS	
CORRESPONDENCE DATA			
Fax Number:	(650)849-4800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650)849-4400		
Email:	mary.zimmerman@bingham.com		
Correspondent Name:	Mary R. Zimmerman		
Address Line 1:	Bingham McCutchen LLP		
Address Line 2:	Three Embarcadero Center		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111-4067		
ATTORNEY DOCKET NUMBER:	3002316-0000310572		
NAME OF SUBMITTER:	Mary R. Zimmerman		
Signature:	/Mary R. Zimmerman/		

CH \$65.00 2789652

Date:

06/10/2008

Total Attachments: 7

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TERMINATION OF INTEREST IN TRADEMARKS

This **Termination of Interest in Trademarks** (this "Termination") is executed as of May 24, 2008, by **XPV Capital Corporation**, as Agent for the Secured Creditors, **XPV Cleantech Fund, L.P.** and **XPV SP6 Limited Partnership** (each, a "Secured Creditor" and collectively, the "Secured Creditors") by their general partner, **XPV Cleantech General Partner Inc.**, with reference to that certain Security Agreement dated **March 27, 2007** (the "Security Agreement") by and between **PIONETICS CORPORATION**, a California corporation (the "Company") and the Secured Creditors. Capitalized terms used herein and not defined shall have the meanings given such terms in the Security Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, each of the Secured Creditors hereby releases the security interests granted by the Company to such Secured Creditor with respect to all trademarks and trademarks applications (the "Trademarks") described in Schedule 1-A and Schedule 1-B to the Grant of Security Interest (Trademarks) as recorded with the United States Patent and Trademark Office on **March 29, 2007** at **Reel/Frame 3511/0352**. A true and correct copy of the Grant of Security Interest (Trademarks), including Schedules 1-A and 1-B thereto, as filed, is attached hereto as **Exhibit A**.

To the extent that the Secured Creditors shall be deemed to have any right, title or interest in the Trademarks, each of the Secured Creditors retransfers and reassigns all of such right, title and interest in the Trademarks to the Company, without representation or warranty of any kind whatsoever.

This Termination may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Termination by signing any such counterpart. Delivery of an executed counterpart of this Termination by telefacsimile shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Termination by telefacsimile also shall deliver an original executed counterpart, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Termination.

This Termination shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Whenever possible, each provision of this Termination shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Termination shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Termination. This is the entire agreement between the parties with respect to the subject matter hereof.

In witness whereof, the Agent and each Secured Creditor has caused this Termination to be executed as of the date first above written.

AGENT:

Address:

100 Adelaide Street West, Suite 1302
Toronto, Ontario M5H 1S3
CANADA

XPV CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

SECURED CREDITORS:

Address:

100 Adelaide Street West, Suite 1302
Toronto, Ontario M5H 1S3
CANADA

XPV CLEANTECH FUND, L.P.

By: XPV CLEANTECH GENERAL
PARTNER INC., its general partner

By: Khalil Maalouf
Name: Khalil Maalouf
Title: Managing Director

Address:

100 Adelaide Street West, Suite 1302
Toronto, Ontario M5H 1S3
CANADA

XPV SP6 LIMITED PARTNERSHIP

By: XPV CLEANTECH GENERAL
PARTNER INC., its general partner

By: Khalil Maalouf
Name: Khalil Maalouf
Title: Managing Director

ACKNOWLEDGED AND AGREED:

Address:

151 Old County Road
San Carlos, California 94070

PIONETICS CORPORATION

By: Steven P. Draefel
Name: STEVEN P. DRAEFEL
Title: CFO

In witness whereof, the Agent and each Secured Creditor has caused this Termination to be executed as of the date first above written.

AGENT:

Address:

100 Adelaide Street West, Suite 1302
Toronto, Ontario M5H 1S3
CANADA

XPV CAPITAL CORPORATION

By: [Signature]
Name: Khalil Maalout
Title: Managing Director

SECURED CREDITORS:

Address:

100 Adelaide Street West, Suite 1302
Toronto, Ontario M5H 1S3
CANADA

XPV CLEANTECH FUND, L.P.

By: XPV CLEANTECH GENERAL
PARTNER INC., its general partner

By: [Signature]
Name: Khalil Maalout
Title: Managing Director

Address:

100 Adelaide Street West, Suite 1302
Toronto, Ontario M5H 1S3
CANADA

XPV SP6 LIMITED PARTNERSHIP

By: XPV CLEANTECH GENERAL
PARTNER INC., its general partner

By: [Signature]
Name: Khalil Maalout
Title: Managing Director

ACKNOWLEDGED AND AGREED:

Address:

151 Old County Road
San Carlos, California 94070

PIONETIC'S CORPORATION

By: [Signature]
Name: STEVEN P. DAMSTADT
Title: CFO

4/27/2014

**GRANT OF SECURITY INTEREST
(TRADEMARKS)**

This Grant of Security Interest (Trademarks), dated as of March 27, 2007, is executed by Pionetics Corporation, a California corporation (the "Grantor"), in favor of XPV Capital Corporation, as Agent for the Purchasers described below (in such capacity, the "Agent"). Unless otherwise defined herein, all capitalized terms used herein and defined in the Security Agreement (as defined below) shall have the respective meanings given to those terms in the Security Agreement.

A. Pursuant to that certain Subscription Agreement, dated as of March 27, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Subscription Agreement"), among the Grantor, on the one hand, and XPV Cleantech Fund L.P. and XPV SP6 Limited Partnership (each a "Purchaser" and, collectively, the "Purchasers"), on the other hand, the Grantor has issued to the Purchasers the Notes upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office and certain foreign countries (collectively, the "Trademarks").

C. The Grantor, XPV Capital Corporation and the Purchasers have entered into a Security Agreement, dated as of March 27, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

D. Pursuant to the Security Agreement, the Grantor has granted to the Agent for the benefit of the Purchasers a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of past, present or future infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent for the benefit of the Purchasers with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Agent's address is:


XPV Capital Corporation
100 Adelaide Street West
Suite 1302
Toronto, ON M5H 1S3
Fax No. (416) 864-0514

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TRADEMARK
REEL: 003792 FRAME: 0975

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest
(Trademarks) to be executed as of the day and year first above written.

PHONETICS CORPORATION

By: 
Name: GORDON MITCHARD
Title: CEO

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARKS APPLICATIONS

Trademark

Application Date

Application No.

NONE

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