

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pionetics Corporation		05/23/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NGEN Enabling Technologies Fund, L.P.		
Street Address:	1114 State Street, Suite 247		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2789652	LINX	
Registration Number:	2789653	PIONETICS	
Serial Number:	76541775	DIAL-A-TASTE	
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		

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Signature:

/Mary R. Zimmerman/

Date:

06/12/2008

Total Attachments: 3

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GRANT OF SECURITY INTEREST
(TRADEMARKS)

This Grant of Security Interest (Trademarks), dated as of May 23, 2008, is executed by Pionetics Corporation, a California corporation (the "**Grantor**"), in favor of NGEN Enabling Technologies Fund, L.P., as the Collateral Agent for the Secured Parties described below (in such capacity, the "**Collateral 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 Note Purchase Agreement, dated as of May 16, 2008 by and among the Grantor, on the one hand, and NGEN Enabling Technologies Fund, L.P., Unilever Swiss Holdings AG, Rockport Capital Partners, L.P., RP Co-Investment Fund I, L.P., Pangaea Venture Funds, L.P., Pangaea Venture Funds International, L.P., Eric D. Nyberg and Clarke Ronce (each a "**Secured Party**" and, collectively, the "**Secured Parties**"), on the other hand, the Grantor has issued to the Secured Parties 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 Schedule A 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, Pionetics Corporation, and the Secured Parties have entered into a Security Agreement, dated as of May 16, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), and the Collateral Agent and the Majority Note Holders have entered into that certain Collateral Agency Agreement, dated as of May 23, 2008 (the "**Collateral Agency Agreement**").

D. Pursuant to the Security Agreement, the Grantor has granted to each of the Secured Parties 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 prompt payment, performance, and observance of the Obligations, as defined in the Security Agreement, and pursuant to the Collateral Agency Agreement, the Majority Note Holders have appointed and authorized the Collateral Agent, to, among other matters, to effectuate all provisions of the Security Agreement, including filing this Grant of Security Interest (Trademarks) with the United States Patent and Trademark Office on behalf of the Secured Parties and executing any releases and/or other instruments and documents that may be required in the future to release the security interest of the Secured Parties in the Collateral.

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

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent for the benefit of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the Collateral Agency Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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

PIONETICS CORPORATION

By: SPD
Name: STEVEN P DEANEORN
Title: CFO

SCHEDULE A TO GRANT OF SECURITY INTEREST

(TRADEMARKS AND TRADEMARK APPLICATIONS)

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Linx	2,789,652	12-02-2003
Pionetics	2,789,653	12-02-2003
Dial-a-Taste	76/541,775	08-25-2003