

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
Hilco Financial, LLC		10/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CentrePath, Inc.		
Street Address:	265 Winter Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3071795	CENTREPATH	
Registration Number:	2953234	MAGELLAN	
Registration Number:	2687210	GIANTLOOP	
Registration Number:	2689084	GIANTLOOP	
CORRESPONDENCE DATA			
Fax Number:	(312)275-7558		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-836-4029		
Email:	mcramarosso@shesksylaw.com		
Correspondent Name:	Michael Cramarosso		
Address Line 1:	111 E. Wacker Drive		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Sean Etheridge		

OP \$115.00 3071795

Signature:	/Sean Etheridge/
Date:	11/07/2008
Total Attachments: 5 source=CentrePath Release of Trademark Security Agreement#page1.tif source=CentrePath Release of Trademark Security Agreement#page2.tif source=CentrePath Release of Trademark Security Agreement#page3.tif source=CentrePath Release of Trademark Security Agreement#page4.tif source=CentrePath Release of Trademark Security Agreement#page5.tif	

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This Termination and Release of Trademark Security Agreement (this "Release") is dated the 31 day of October, 2008, by and between CENTREPATH, INC., a Delaware corporation (the "Company"), and HILCO FINANCIAL, LLC, a Delaware limited liability company (the "Lender").

RECITALS

A. Pursuant to the terms of (i) the Credit Agreement dated as of January 19, 2007 between the Company, the Company's affiliates and the Lender, and (ii) the Trademark Security Agreement dated as of January 19, 2007, between the Company and the Lender (the "Trademark Security Agreement") and recorded with the U.S. Patent and Trademark Office on January 22, 2007 at (Trademark Reel 003465 and Frame 0764), the Company granted to the Lender a continuing security interest in all of the Company's right, title and interest in, to and under the following, whether then existing or thereafter created or acquired (all of the following items or types of property referred to herein as the "Named Trademarks"):

1. trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments then and thereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Company's business symbolized by the foregoing and connected therewith, and (e) all of the Company's rights corresponding thereto throughout the world;

2. rights under or interests in any trademark license agreements or service mark license agreements with any other Person, whether the Company is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule A attached hereto and made a party hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory then or thereafter owned by the Company and then or thereafter covered by such; and

3. all proceeds of all of the foregoing.

B. The Lender has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided.

C. All capitalized terms not defined herein shall have the meanings set forth in the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and the Company hereby agree as follows:

1. Release and Assignment. The Lender hereby terminates and releases its security interest in and first priority lien on all of the Company's Named Trademarks, and the Lender hereby assigns and transfers to the Company, without recourse, all of the Lender's right, title and interest in and to each of the Named Trademarks, effective as of the date set forth above.

2. Acknowledgment and Acceptance. The Company hereby acknowledges and accepts the foregoing release and assignment by the Lender.


3. Counterparts. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

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[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto, by their respective officers, has executed this Release as of the day and year first above written.

CENTREPATH, INC.

By: 
Name: Dan Kardatzke
Title: Authorized Signatory

HILCO FINANCIAL, LLC

By: _____
Name: _____
Title: _____

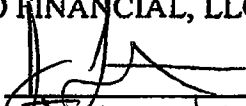
Signature Page to Termination and Release of Trademark Security Agreement

IN WITNESS WHEREOF, each of the parties hereto, by their respective officers, has executed this Release as of the day and year first above written.

CENTREPATH, INC.

By: _____
Name: _____
Title: _____

HILCO FINANCIAL, LLC

By:  _____
Name: David L. Lintner
Title: EVF, Member

SCHEDULE A

TRADEMARKS AND SERVICE MARKS

Mark	Registration Number	Registration Date	Serial Number	Filing Date
CENTREPATH	3071795	3/21/2006	78-315244	10/17/2003
MAGELLAN	2953234	5/17/2005	78-206273	1/23/2003
GIANTLOOP	2687210	2/11/2003	76-189086	1/3/2001
GIANTLOOP	2689084	2/18/2003	76-096856	7/26/2000

TRADEMARK AND SERVICE MARK APPLICATIONS

None.

LICENSE AGREEMENTS

None.

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