

**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>
MICROFLUIDICS INTERNATIONAL CORPORATION		11/14/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GLOBAL STRATEGIC PARTNERS, LLC		
<b>Street Address:</b>	11755 Wilshire Blvd., Suite 2000		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77567749	BECAUSE THE STAKES COULDN'T BE HIGHER	
<b>Serial Number:</b>	77540208	INNOVATE WITH US	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415 268 6036		
<b>Email:</b>	rlal@mofo.com, jkline@mofo.com		
<b>Correspondent Name:</b>	John Kline, Senior Paralegal		
<b>Address Line 1:</b>	Morrison & Foerster LLP, 425 Market St.		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2482		
<b>ATTORNEY DOCKET NUMBER:</b>	63877-16		
<b>NAME OF SUBMITTER:</b>	John Kline, Senior Paralegal		
<b>Signature:</b>	/John Kline/		

**CH \$65.00 77567749**

Date:

11/14/2008

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of November 14, 2008, is made between MICROFLUIDICS INTERNATIONAL CORPORATION, a Delaware corporation ("Borrower"), and GLOBAL STRATEGIC PARTNERS, LLC, a Delaware limited liability company ("Lender").

### WITNESSETH:

WHEREAS, Borrower and Lender are party to that certain Security Agreement, of even date herewith (the "Security Agreement"), pursuant to which Borrower has granted to Lender certain security interests in its assets for the purpose of securing the Obligations (as more fully described therein); and

WHEREAS, pursuant to the Security Agreement, Borrower is required to execute and deliver to Lender this Trademark Security Agreement.

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, Borrower hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the performance of the Obligations, Borrower hereby grants to Lender a continuing security interest in all of Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Borrower's material trademarks, pending trademark applications and rights in or to any other trademarks under any intellectual property licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark of Borrower and each trademark related to any such intellectual property license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any trademark of Borrower or any trademark licensed to Borrower under any such intellectual property license or (ii) injury to the goodwill associated with any trademark of Borrower or any trademark licensed to Borrower under any intellectual property license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including those specified in Section 14 thereof) are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. Borrower shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Borrower's obligations under this Section 4, Borrower hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Borrower. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.


5. COUNTERPARTS. This Trademark Security Agreement may be executed (including by facsimile transmission of executed counterparts) in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BORROWER:**

**MICROFLUIDICS INTERNATIONAL CORPORATION**


By: 

Name: Brian E. Holland

Its: Exec. VP & CFO

**LENDER:**

**GLOBAL STRATEGIC PARTNERS, LLC**

By:   
Its: Authorized Person

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[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

sf-2602802

**TRADEMARK**  
**REEL: 003888 FRAME: 0514**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARKS / COPYRIGHTS/ WEBSITES-DOMAIN NAMES/Internet Brands

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Status	Registration #	Date Filed	Date/Reg.	Owner
<b>BECAUSE THE STAKES COULDN'T BE HIGHER</b>	Application	S/N 77567749	09/11/08		Microfluidics International Corporation
	filed				
<b>INNOVATE WITH US</b>	Application	S/N 77540208	08/06/08		Microfluidics International Corporation
	filed				

[TRADEMARK SECURITY AGREEMENT]

sf-2602802

RECORDED: 11/14/2008

TRADEMARK  
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