

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sovereign Bank		02/04/2009	Savings Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acumentrics Corporation		
<b>Street Address:</b>	20 Southwest Park		
<b>City:</b>	Westwood		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02090		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2186305	ACUMENTRICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)502-5162		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6172485000		
<b>Email:</b>	kschoff@choate.com		
<b>Correspondent Name:</b>	Choate, Hall & Stewart LLP		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Attn: Kell L. Schoff		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2007330-0000		
<b>NAME OF SUBMITTER:</b>	Kell L. Schoff		
<b>Signature:</b>	/Kell L. Schoff/		

OP \$40.00 2186305

Date:

02/04/2009

**Total Attachments: 3**

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## RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT (this "Release") is made as of February 4, 2009, by SOVEREIGN BANK, a federally chartered savings bank with a usual place of business at 50 Rowes Wharf, Suite 430, Boston, Massachusetts 02110 ("Lender").

### WITNESSETH:

WHEREAS, Lender and Acumentrics Corporation, a Massachusetts corporation ("Borrower"), entered into a certain Loan and Security Agreement (All Assets) dated as of January 10, 2000 (as amended from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, Borrower executed and delivered in favor of Lender that certain Patent Security Agreement dated as of January 10, 2000 (the "Patent Security Agreement"), pursuant to which Borrower granted a security interest to Lender in, and a collateral assignment to Lender of the Collateral (as such term is defined in the Patent Security Agreement), including without limitation United States Patent No. 5,347,191 (the "Patent"), as security for Borrower's Obligations (as such term is defined in the Patent Security Agreement);

WHEREAS, pursuant to the Loan Agreement, Borrower executed and delivered in favor of Lender that certain Trademark Security Agreement dated as of January 10, 2000 (the "Trademark Security Agreement"), pursuant to which Borrower granted a security interest to Lender in, and a collateral assignment to Lender of the Collateral (as such term is defined in the Trademark Security Agreement), including without limitation the United States registration for the trademark ACUMENTRICS (Reg. No. 2,186,305), and the goodwill associated therewith (the "Trademark"), as security for Borrower's Obligations (as such term is defined in the Trademark Security Agreement);

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on January 18, 2000, at Reel 010547, Frame 0156;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 18, 2000, at Reel 002022, Frame 0296; and

WHEREAS, Borrower has requested that Lender, and Lender agrees to, release its security interest in the Patent and the Trademark and related collateral, and reassign the same to Borrower.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Lender hereby releases its security interest in all of Borrower's right, title and interest in and to the Patent, the Trademark and other Collateral (hereinafter, as such term is defined in the Patent Security Agreement and the Trademark Security Agreement), including, without limitation, the following assets:

(a) all patent rights with respect to the Patent, and all trademark rights with respect to the Trademark, throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights and rights to renew and extend such Patent and such Trademark;

(b) all of Borrower's right, title and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the Patent, the right (without obligation) to sue or bring interference proceedings in the name of Borrower or in the name of Lender for past, present and future infringements of the Patent, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(c) all of Borrower's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country, and to apply for, renew and extend the trademark registration and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Lender for past, present and future infringements of the Trademark, registrations or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(d) all general intangibles relating to the Patent and the Trademark;  
and

(e) all proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Patent and/or the Trademark.

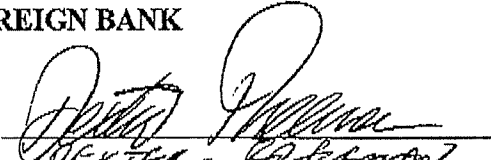
2. Lender hereby reassigns, grants and conveys to Borrower without any representation or undertaking by, or recourse to, Lender, all of Lender's right, title and interest, if any, in and to the Patent, the Trademark and all other Collateral.

3. All acts and transactions under this Release and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws principles thereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Lender has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**SOVEREIGN BANK**

By:   
Name: Dexter R. Anderson  
Title: MANAGING DIRECTOR