

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ardais Corporation		10/31/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PMCM, LLC		
Street Address:	110 Chadds Ford Commons		
City:	Chadds Ford		
State/Country:	PENNSYLVANIA		
Postal Code:	19370		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2707976	BIGR	
CORRESPONDENCE DATA			
Fax Number:	(617)832-7000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-832-1000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Charles Weinstein, Esq., Foley Hoag LLP		
Address Line 1:	155 Seaport Boulevard		
Address Line 2:	Seaport World Trade Center West		
Address Line 4:	Boston, MASSACHUSETTS 02210-2600		
ATTORNEY DOCKET NUMBER:	23049-4		
NAME OF SUBMITTER:	Charles E. Weinstein, Esq.		
Signature:	/Charles E. Weinstein/		
Date:	04/07/2009		

CH \$40.00 2707976

Total Attachments: 12

source=assignment#page1.tif
source=assignment#page2.tif
source=assignment#page3.tif
source=assignment#page4.tif
source=assignment#page5.tif
source=assignment#page6.tif
source=assignment#page7.tif
source=assignment#page8.tif
source=assignment#page9.tif
source=assignment#page10.tif
source=assignment#page11.tif
source=assignment#page12.tif

ASSIGNMENT

THIS INDENTURE made this 31st day of October, 2005, by and between Ardais Corporation, a corporation duly organized and existing under the laws of Delaware and having a usual place of business at 128 Spring Street, Lexington, Massachusetts 02421 (hereinafter called the "Debtor"), and PMCM, LLC (hereinafter called the "Assignee"), and others who may become parties to this instrument, including certain individuals and entities holding \$4.0 in senior secured convertible promissory notes secured by all of the Debtor's assets (hereinafter called "Secured Creditors") and the various parties to which the Debtor owes approximately \$1.5 million in unsecured debt, in accordance with the terms thereof (hereinafter called the "Assenting Creditors").

WITNESSETH:

The Debtor does hereby grant, bargain, sell, convey, assign, transfer and set over unto the Assignee all the property and estate of whatever nature, both real and personal, tangible and intangible, wherever situated, to which the Debtor is entitled by law or equity, including all land, buildings, leases, machinery, merchandise, fixtures, office equipment and supplies, patents, trademarks, copyrights, licenses, contracts, trade names, secret processes and formulae, intellectual property rights, general intangibles, stock, bills, notes, inventory, goods, assets, judgments, suits at law or in equity, accounts receivable, or other choses in action, and all deeds, books of account, evidence of title and papers relating to the business dealings and property of the Debtor and proceeds of insurance (hereinafter called the "Property"). All mail of all classes, all parcel post and express material, all telegrams and other communications otherwise deliverable to the Debtor shall be delivered to the Assignee as the Assignee may in writing direct.

US100CS 3351436v3

TO HAVE AND TO HOLD the Property to the Assignee, the Assignee's heirs, executors, administrators and successors and assigns for the purposes of and subject to the provisions hereinafter set forth.

The Debtor does hereby covenant with the Assignee that it will, whenever requested, provide all information in its power concerning the Property and will execute, acknowledge and deliver to the Assignee, at the cost of the Assignee, whenever requested, any further instrument or instruments that the Assignee may think necessary or proper to carry out the true intent and purpose of this Assignment.

The Assignee, as an amendment hereto, may at any time refuse to accept any property or right hereunder which in the Assignee's opinion is by law exempt from attachment or is onerous, unprofitable or burdensome, rather than beneficial, to the estate; thereupon all title thereto hereunder acquired shall revert in the Debtor as though never included herein, and as to that property or right, the Assignee shall have no right or obligation.

The Debtor does hereby constitute the Assignee and the Assignee's successors and assigns, with power irrevocable and coupled with an interest with power of substitution, in the name of the Debtor, but to the use and at the cost of the Assignee, to begin or carry on any suit, to execute, seal, acknowledge and deliver any instrument and to do any other act or thing necessary or property to obtain legal title to or possession of or to realize on, manage, pledge, mortgage and dispose of the Property or any part thereof, or to carry out the true intent and purpose of this instrument.

This Assignment is made subject to the following provisions:

- 1. The Assignee, primarily in the interest of Creditors, shall hold and manage the Property, receive and collect the rents, income and proceeds thereof, and convert the Property

into money as rapidly as said Assignee determines may reasonably be in the best interests of the Assenting Creditors.

2. The Assignee shall have the power - from time to time - to sell, lease, mortgage or pledge all or any part or parts of the Property and/or to grant licenses thereunder at public or private sale for cash or on credit, or for any other good consideration, on such terms as the Assignee may think fit; and to convey and transfer the same by good and sufficient deeds or other instruments to the purchaser or purchasers, free from any trust, and no such purchaser shall in any event be responsible for the application of purchase money or other consideration; and the Assignee may buy in, rescind or vary any such contract of sale and resell any such property without being answerable for any loss occasioned thereby.

3. The Assignee may, if and so far as said Assignee may deem it advisable for the orderly liquidation of the estate as a going business, as well as to ensure reasonable liquidation value thereof, continue and carry on the business of the Debtor or any part thereof and, for that purpose only, use any part of the Property and make any payments therefrom or from the proceed thereof, and purchase any goods or materials and pay therefor with any money received as such Assignee, or purchase the same on credit and render the Property liable for the price thereof.

4. The Assignee may pay from the Property - from time to time - any sums deemed expedient to protect and preserve the Property including payment for repairs, balances due for property purchased by the Debtor under conditional sales premiums for fire and other insurance, interest of encumbrances, wages of watchman and caretakers, charges for storage and other expenses deemed for the benefit of the Property, and including any wages due to employees entitled to a priority under the provisions of the Bankruptcy Code at the time of the making of this Assignment so far as the Assignee may deem said payments reasonable to protect and preserve said business or any part of the estate.

5. The Assignee may institute and prosecute all suits or legal proceedings which the Assignee may think proper for the recovery of any property belonging, or supposed to belong to, or any debt or debts due, or supposed to be due, to the Debtor and may defend all suits or legal proceedings brought to recover any property hereby transferred to him and may compromise, compound or refer to arbitration any such suit of legal proceeding or claim or demand by or against him or arising out of the execution of this Assignment, on such terms as the Assignee may deem appropriate; and may pay all costs, charges, expenses and liabilities so incurred from the Property.

6. The Assignee may – from time to time – from the Property or the proceeds thereof, pay and discharge any claim for taxes, whether municipal, state or federal; and may pay to any person having a mortgage, lien, attachment or other security upon the Property, or any part thereof, any sum the Assignee may deem expedient in order to secure the relinquishment thereof; and may cause such mortgage, lien attachment or other security to be discharged, or assigned to, or otherwise kept in force for the benefit of the Property; and may satisfy and discharge any other debt or debts due by the Debtor which are deemed expedient for the benefit of the estate. The Assignee may, in the Assignee's discretion, and in compliance with any federal, state or local law, ordinance or regulation, satisfy or anticipate any lien, claim or requirement of any federal, state or local authority regarding the disposal or removal of any toxic waste, chemicals, materials or polluted substances, regardless of whether or not such lien is perfected, if the Debtor is or was under the compulsion of law to comply with the above applicable rules and regulations regarding liability to undertake such a clean-up, removal or disposal or to reimburse any regulating authority for the cost of same.

7. The Assignee may make payment, or do, or omit any other act upon such evidence of the existence of any fact necessary to authorize such act or omission as the Assignee

may deem satisfactory, and shall incur no liability thereby. Any receipt of acquittance given by the Assignee shall be a sufficient discharge in favor of the person to whom it is given; and no person dealing with the Assignee shall under any circumstances be bound to ascertain or inquire as to any fact or event or purpose justifying the exercise of any power herein conferred upon the Assignee, or the propriety or regularity of any exercise of, or act purporting to be an exercise of any such power.

8. Any person having any debt or claim that would be provable in bankruptcy against the estate of the Debtor, under the bankruptcy laws of the United States, may become a party to this instrument to the extent of such debt or claim as an Assenting Creditor by executing the same or any copy thereof, or by specifically assenting to the same in writing in form satisfactory to the Assignee within fourteen (14) days after the date hereof, or within such further time as the Assignee may fix; and the Assignee may from time to time, as often as said Assignee may think fit, extend such time by notice in writing and may at any time, in said Assignee's discretion, permit any creditor to become a party hereto. No creditor not so executing or accepting this Assignment shall be entitled to any benefit therefrom. The Assignee may refuse to disclose the content of the Debtor's list of creditors to any party requesting same insofar as, at the Assignee's discretion, the disclosure of same would be detrimental to the administration of the estate or to the interest of Assenting Creditors.

9. Any person secondarily liable as endorser or otherwise on any note, draft, acceptance or other obligation in which any creditor is primarily liable may become a party to this instrument as an Assenting Creditor, according to the terms hereof, provided such person has taken up and become the legal holder and owner of such note, draft, acceptance or obligation, not less than thirty (30) days before any dividend shall be declared hereunder, and provided that no

prior holder or owner of such note, draft acceptance or other obligation has, in respect thereto, become a party to this instrument as an Assenting Creditor.

10. The Assignee shall determine the amounts of the debts or claims of each of the several Assenting Creditors, respectively, due from the Debtor that would have been provable in bankruptcy against the Debtor. Such amounts shall be computed as if payable on the date hereof. The Assignee may for this purpose require the several Assenting Creditors to verify their respective claims by affidavit or other evidence satisfactory to the Assignee, and may refer any disputed claim to arbitration, mediation or other alternative dispute resolution process and make any compromise or agreements as to the amount thereof, as the Assignee may deem appropriate. The Assignee may tender to any creditor, whether or not assenting, the amount shown on Debtor's books and records as owing to such creditor, with notice that acceptance of such payment constitutes an accord and satisfaction and releases the Debtor and the Assignee from all debts and liabilities. Said release shall be final and binding on such accepting creditor.

11. In case any Assenting Creditor has any security for its debt by lien or encumbrance, except by attachment upon any part of the Property made less than ninety (90) days before the date of this instrument, the Assignee shall deduct the value of such security determined by sale or otherwise from such debt or claim, and the balance shall be deemed for the purposes of this Assignment the amount due such creditor; or the Assignee may accept a surrender of such security and ascertain the amount due without any such deduction. In case of security by attachment made less than ninety (90) days before the date of this instrument upon any part of the Property, such Assenting Creditor shall relinquish said attachment, or continue the same for the benefit of the Assignee, and permit the Assignee to enforce the same for the benefit of the estate; otherwise, no part of the claim secured by said attachment shall be entitled to any

rights hereunder in respect thereof; but the Assignee may, pursuant to paragraph 6 above, pay any sum, for costs or otherwise, necessary to secure the relinquishment of such attachment.

12. After payment from the Property or the proceeds thereof, of all the costs, charges and expenses incurred in the execution of this Assignment, including expenses in excess of the retainer to the Assignee and the retainer to Wilmer Cutler Pickering Hale and Dorr LLP ("WCPHD") and all current pre-Assignment Assignee and WCPHD fees and expenses in connection with this Assignment and the transactions related thereto, and if any proceeds remain, the Assignee shall pay therefrom in the following priority: (1) all obligations to Silicon Valley Bank, (2) a 10% dividend to unsecured Assenting Creditors up to \$150,000, (3) all obligations to the Secured Creditors (less than the amount "carved out" above for the unsecured Assenting Creditors), and (4) any balance remaining to the Debtor or Debtor's shareholders in the order of priority which would be accorded under the Bankruptcy Code. As among Assenting Creditors of different classes, priority of payments shall be made according to the priorities which would be accorded under the Bankruptcy Code.

13. The Assignee may make the payments provided for by either paying dividends from time to time or making a single distribution when all of said Property has been converted into money and shall, so far as practicable, assist the Debtor and also the Assenting Creditors hereunder to arrive at a satisfactory compromise or settlement of the debts owing by the Debtor; and is authorized to make payments in such manner and at such times as may hereafter be mutually agreed upon in such compromise agreement between the Debtor and the Assenting Creditors, if any shall be made.

14. In the event of the entry of an Order for Relief under the Bankruptcy Code, or the appointment of an interim trustee following an involuntary petition for relief within ninety (90) days from the date hereof, the Assignee shall transfer and deliver the Property, excepting any

property which the Assignee cannot effectively transfer, to the Debtor or trustee or trustees or person or persons entitled thereto, reserving, however, such sums as are necessary to pay all reasonable expenses already incurred in the execution of this Assignment, including the Assignee's compensation and expenses, and to indemnify the Assignee against all liabilities then outstanding arising from this Assignment. Thereupon, the estate hereby created shall cease, except as to the Property, if any, not so transferred.

15. No Assignee under this instrument, whether named herein or afterwards appointed as hereinafter provided, shall be liable for more money or property than said Assignee shall actually receive, or for any act or omission of a co-assignee, if any, or of any attorney, agent or other person employed by the Assignee, or in any event be liable, except for the Assignee's own gross negligence or willful misconduct, nor shall any Assignee be bound to give any bond or security for the performance of this Assignment.

16. Any Assignee under this instrument may at any time, by instrument in writing and under seal, resign and upon such registration taking effect, as hereinafter provided, shall be relieved of all further duties and cease to have any further powers as Assignee hereunder. Any sole Assignee hereunder shall, before resigning, appoint a co-assignee as hereafter provided. In case of such resignation, or of a vacancy arising by death or inability to act, the remaining assignee or assignees, and if none, then a majority in value of the Assenting Creditors, may, by instrument in writing, under seal, appoint a successor to fill such a vacancy. The Assignee hereunder may at anytime, in like manner, appoint one or more co-assignees. Every resignation of an assignee and appointment of a new assignee shall be recorded wherever this instrument is recorded. Upon the appointment of any person as an assignee as provided, such person shall forthwith, upon written acceptance of this Assignment, become entitled to all the estates, interests, rights, privileges and powers and subject to all the liabilities and duties, herein

provided, solely or jointly with any other person or persons then entitled as assignee or assignees hereunder, as the case may be, without any further conveyance or deed; but any assignee ceasing to act, and the heirs, executors and administrators of any deceased assignee, shall upon written request, execute any further instrument that may be deemed expedient completely to vest in any newly appointed assignee.

17. The Assignee hereby accepts the obligations created by this Assignment, and hereby covenants with the other parties hereto, to faithfully perform said obligations and that, upon ceasing to act as such Assignee, will, if requested, execute at the expense of this estate any instruments that may be deemed expedient completely to vest title in any newly appointed assignee or assignees.

18. Each of the Assenting Creditors, becoming such as provided above, by becoming a party hereto, and in consideration of the terms thereof, covenants to accept and take, and does accept and take, in full satisfaction and discharge of all debts and claims provable or allowable under the terms of this Assignment, the sum or sums that may become payable to it hereunder, and releases the Debtor and Assignee from every such debt or claim, and this release may be pleaded in bar of any proceeding to enforce any such debt or claim; and further covenants, upon request from the Assignee, to discontinue any suit or proceeding pending against the Debtor, or to permit the Assignee to prosecute the same for the benefit of the estate; provided, however, that this covenant and release shall in no way affect the liability to such creditor of any person other than the Debtor liable for any such debt or claim contingently or absolutely or jointly with the Debtor, or the right of said creditor to proceed or continue proceedings against such other person, but in case the Debtor is a necessary party to such proceeding, satisfaction therein shall be taken only against such other person; and provided further, that in case of proceedings in bankruptcy as provided above, this release and these covenants shall be void except as to the amount of any

sum actually received hereunder. Each of the Assenting Creditors further covenants not to transfer any negotiable instrument on which the Debtor is liable, without endorsing thereon a memorandum that the same is subject to this Assignment.

19. Addenda, if any, to the Assignment, signed by the Debtor and Assignee are incorporated herein by reference and made part hereof. All the provisions of this instrument shall be binding on and in favor of the several heirs, administrators, successors and assigns of the several persons, partnerships, corporations, or other entities, and parties hereto. In the construction of this instruments the words "Debtor," "Assignee" and "Assenting Creditors," and the pronouns referring thereto, shall be read in the singular or plural number, and in the masculine or feminine gender, or as referring to a corporation, as the facts and context require or admit.

The word "Assignee," whenever written or referred to, although expressed in singular number, shall apply to two or more assignees, and their respective heirs, executors, administrators, successors, and assigns, and, in the event a corporation is assignee, shall apply to such corporation, its successors and assigns.

The word "Debtor," wherever written or referred to, shall include an individual, individuals or firm or a corporation or any other legal entity as the facts and context may require, although now in the singular number and referred to as impersonal.

20. Nothing in the Assignment shall prohibit the Debtor and/or the Assignee from filing a liquidating chapter 11, either on a voluntary basis, if the Assignee deems it appropriate, or in the event of the filing of an involuntary petition.

The Debtor, the Assignee and the Assenting Creditors have executed or caused their respective duly authorized officers to execute this Assignment and the respective Assents, all of like tenor, and together constituting one agreement.

- 10 -

Ardais Corporation, Debtor

By: Donald B. Hawthorne
Donald B. Hawthorne

Title: President & CEO

PMCM, LLC, Assignee

By: _____
James E. Flect

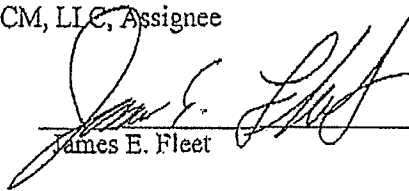
Title: Managing Director

Ardais Corporation, Debtor

By: _____
Donald B. Hawthorne

Title: President & CEO

PMCM, LLC, Assignee

By:  _____
James E. Fleet

Title: Managing Director