

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
Sonavation, Inc.		12/01/2008	INC. ASSOCIATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Theodore M. Johnson		
Street Address:	357 Hiatt Drive		
Internal Address:	Suite 101		
City:	Palm Beach Gardens		
State/Country:	FLORIDA		
Postal Code:	33418		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77421828	SONAVATION	
Serial Number:	77479023	SONICTOUCH	
CORRESPONDENCE DATA			
Fax Number:	(212)308-4844		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	561-820-0230		
Email:	rbawek@eapdlaw.com		
Correspondent Name:	Howard M. Gitten		
Address Line 1:	F.D.R. Station		
Address Line 2:	P.O. Box 130		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	84903(300267)		
NAME OF SUBMITTER:	Howard M. Gitten		

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**TRADEMARK
 REEL: 004068 FRAME: 0466**

Signature:	/Howard M. Gitten/
Date:	09/25/2009
Total Attachments: 6 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif source=assignment#page6.tif	

COLLATERAL ASSIGNMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT AGREEMENT (the "Collateral Assignment Agreement") is made as of December 1, 2008, between SONAVATION, INC., a Delaware corporation (the "Company") in favor of THEODORE M. JOHNSON, as collateral agent (the "Collateral Agent") for each of the investors and their successors and assigns (collectively referred to as the "Lenders" and individually as a "Lender") who are parties to the Note Purchase Agreements (as defined herein).

WHEREAS, reference is made to (a) the Secured Promissory Notes (collectively, the "Notes"), executed by the Company in favor of the Lenders, (b) the Note Purchase Agreements, in substantially identical form, between the Company and each of the Lenders (collectively, the "Note Purchase Agreements"), and (c) the Security Agreement between the Company and the Collateral Agent (the "Security Agreement" and, collectively with the Notes and the Note Purchase Agreements, the "Transaction Documents"); and

WHEREAS, under the terms of the Security Agreement, the Company has granted a continuing first lien security interest in certain intellectual property of the Company to the Collateral Agent and has agreed as a condition thereof to execute this Collateral Assignment Agreement covering such intellectual property for recording with the United States Patent and Trademark Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Company hereby grants to the Collateral Agent for the benefit of the Lenders a security interest in and to all of the Company's right, title, and interest in and to the following (the "IP Collateral"):

(i) the United States, international, and foreign patents and patent applications set forth in Schedule A, attached hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) trademarks set forth in Schedule A, attached hereto (the "Trademarks");

(iii) any and all claims for damages for past, present, and future infringement, misappropriation, or breach with respect to the Patents of the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of the foregoing.

SECTION 2. Assignment. The pledge and assignment of, and the grant of a security interest in, the IP Collateral by the Company under this Collateral Assignment Agreement secures the payment of the Notes of the Company.

SECTION 3. Security. This Collateral Assignment Agreement is for collateral security purposes only. So long as no “Event of Default” (as defined in the Security Agreement) under the Security Agreement has occurred and is continuing, the Company shall have full right to own, utilize and possess the IP Collateral free from any interference or exercise of authority over such IP Collateral by the Lenders.

SECTION 4. Recordation. The Company authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Collateral Assignment Agreement.

SECTION 5. Execution in Counterparts. This Collateral Assignment Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement. This Collateral Assignment Agreement may be executed by facsimile or other electronic signatures.

SECTION 6. Grants, Rights, and Remedies. This Collateral Assignment Agreement has been entered into in conjunction with the provisions of the Security Agreement and the other Transaction Documents. The Company does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral Assignment Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This Collateral Assignment Agreement shall be governed by, and constructed in accordance with, the laws of the State of Delaware.

{Signature page follows}

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date and year first written above.

SONAVATION, INC.

By: James E Davis
Name: JAMES E DAVIS
Title: Secretary

COLLATERAL AGENT

By: Thodore M. Johnson
Name: THODORE M. JOHNSON
Title: _____

SCHEDULE A

LIST OF PATENTS AND PENDING PATENTS

Sonavation, Inc. Patents and Applications As of December 1, 2008			
Country	Serial/ Publication/Patent Number	Title	Application/ Publication/Issue Date
USA	6,720,712	PIEZOELECTRIC IDENTIFICATION DEVICE AND APPLICATIONS THEREOF	4/13/04
USA	6,844,660	METHOD FOR OBTAINING BIOMETRIC DATA FOR AN INDIVIDUAL <i>IN</i> A SECURE TRANSACTION	1/15/05
USA	6,812,621	MULTIPLEXER FOR A PIEZO CERAMIC IDENTIFICATION DEVICE	11/2/04
USA	7,141,918	METHOD FOR OBTAINING BIOMETRIC DATA FOR AN INDIVIDUAL IN A SECURE TRANSACTION	11/28/06
USA	7,132,780	METHOD FOR OBTAINING BIOMETRIC DATA FOR AN INDIVIDUAL IN A SECURE TRANSACTION	11/7/06
USA	7,067,962	MULTIPLEXER FOR A PIEZO CERAMIC IDENTIFICATION DEVICE	6/27/06
USA	7,020,474	SYSTEM AND METHOD FOR SECURING SHORT DISTANCE WIRELESS COMMUNICATIONS AND APPLICATIONS THEREOF	3/28/06
USA	7,109,642	COMPOSITE PIEZOELECTRIC APPARATUS AND METHOD	9/19/06
USA	7,236,616	PIEZOELECTRIC FILM FINGERPRINT SCANNER	6/26/07
USA	10-0811019	PIEZOELECTRIC FILM FINGERPRINT SCANNER	
USA	2005/0225212	BIOMETRIC SENSING DEVICE WITH ISOLATED PIEZO CERAMIC ELEMENTS	10/13/05
USA	11/475,248	MULTIPLEXER FOR A PIEZO CERAMIC IDENTIFICATION DEVICE	11/6/06
USA	11/522,527	COMPOSITE PIEZOELECTRIC APPARATUS AND METHOD	9/18/06
USA	WO 2006/050357	MULTIPLEXER FOR A PIEZO CERAMIC IDENTIFICATION DEVICE	5/11/06
USA	1207786	PIEZOELECTRIC FILM FINGERPRINT SCANNER	5/29/02
USA	2003/0001459	SECURE WIRELESS SALES TRANSACTION USING PRINT INFORMATION TO VERIFY PURCHASER'S IDENTITY	1/2/03
USA	11/819,2	BIOMETRIC PIEZO SCANNER	6/26/07
USA	2003/0172027	METHOD OF CONDUCTING A CREDIT TRANSACTION USING BIOMETRIC INFORMATION	9/11/03
USA	2004/0010696	METHODS AND SYSTEMS FOR ESTABLISHING TRUST OF IDENTITY	1/15/04
USA	2005/0018883	SYSTEMS AND METHODS FOR FACILITATING TRANSACTIONS	1/27/05
USA	2005/0156362	PIEZOELECTRIC DEVICE AND METHOD OF	7/21/05

Sonavation, Inc.
Patents and Applications
As of December 1, 2008

Country	Serial/ Publication/Patent Number	Title	Application/ Publication/Issue Date
		MANUFACTURING SAME	
USA	12/007,344	FOURIER PHASE ANALYSIS IMAGE ALIGNMENT	1/9/08
USA	12/117,459	ACOUSTIC IMPEDIOMETRY	5/8/08
USA	12/117,468	MULTIMODE MECHANICAL RESONATOR	5/8/08
USA	12/117,468	REDUCED MECHANICAL RESONATOR DAMPING USING SHEAR WAVE REFLECTION	5/8/08
USA	12/119,159	SWIPE SENSOR DATA STREAMING	5/12/08
USA	12/117,486	IMAGE ENHANCEMENT	5/8/08
USA	12/149,664	PLL ADJUSTMENT TO FIND AND MAINTAIN RESONANT FREQUENCY OF AUTHORIZER SENSOR	5/6/08
USA	12/149,608	DYNAMIC OPTIMIZATION OF AUTHORIZER SENSORS	5/5/08
USA	12/115,387	NAVIGATION USING ATI PHASE TECHNIQUE	5/5/08
USA	12/115,385	FAST IMAGE ALIGNMENT METHOD FOR FINGERPRINT SWIPE SENSOR	5/5/08
USA	12/115,390	USE OF CRYPTOGRAPHY TO SECURE COMMUNICATIONS TO AND STORAGE WITHIN A FINGERPRINT SENSOR	5/5/08
USA		IMPROVED MULTIPLEXER FOR A PIEZO CERAMIC IDENTIFICATION DEVICE	
USA		IMPROVED PIEZOELECTRIC IDENTIFICATION DEVICE AND APPLICATIONS THEREOF	
USA		SEA OF PILLARS	
USA		METHOD AND SYSTEM FOR MONITORING A HEARTBEAT	
EUROPE	1266346	PIEZOELECTRIC IDENTIFICATION DEVICE AND APPLICATION THEREOF	12/18/02
KOREA	10-2008-7004062	PIEZOELECTRIC IDENTIFICATION DEVICE AND APPLICATION THEREOF	3/23/01
CANADA	2,403,394	PIEZOELECTRIC IDENTIFICATION DEVICE AND APPLICATION THEREOF	9/27/01
JAPAN	2003-527906	PIEZOELECTRIC IDENTIFICATION DEVICE AND APPLICATION THEREOF	9/24/03
JAPAN	2003-506693	PIEZOELECTRIC FILM FINGERPRINT SCANNER	2/18/03
EUROPE	1451961	METHODS AND SYSTEMS FOR ESTABLISHING TRUST OF IDENTITY	9/1/04
JAPAN	2005-508037	METHODS AND SYSTEMS FOR ESTABLISHING TRUST OF IDENTITY	3/24/05
KOREA	2005-0042050	METHODS AND SYSTEMS FOR ESTABLISHING TRUST OF IDENTITY	5/4/05
CANADA	2,534,987	SYSTEMS AND METHODS FOR FACILITATING TRANSACTIONS	1/27/05
EUROPE	1649631	SYSTEMS AND METHODS FOR FACILITATING TRANSACTIONS	4/26/06

Sonavation, Inc. Trademarks As of December 1, 2008			
	MARK	Type	
	SONIC TOUCH		
	SONAVATION	LOGO	