

10-09-2009

DEPARTMENT OF COMMERCE
Patent and Trademark Office

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)



RECORDATION
TRADEMARK

103576829

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

80507

1. Name of conveying party(ies):

Advanced Inquiry Systems, Inc.
20520 NW Evergreen Parkway, Suite E 100
Hillsboro, Oregon 97124

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Delaware, USA
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Peninsula Master Fund, Ltd.

Internal

Address: 235 Pine Street, Suite 1600

Street Address: 235 Pine Street, Suite 1600

City: San Francisco

State: CA

Country: USA Zip: 94104

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Cayman Islands
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 11, 2009

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

77243857; 77081052; 77487822; 77585167

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gary Serbin, Esq.

Internal Address: Lovells LLP

Street Address: 590 Madison Avenue, 6th Floor

City: New York

State: New York Zip: 10022

Phone Number: 212-909-0659

Fax Number: 212-909-0660

Email Address: Gary.Serbin@lovells.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

10/08/2009 DRYNE 00000011 504767 77243857
 Deposit Account Number 504767
 01 FC:8321 48.00 DA
 02 FC:4533 75.00 DA
 Authorized User Name Gary Serbin

9. Signature:

Gary Serbin
Signature

October 2, 2009

Date

Gary Serbin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Annex 1

Additional Name(s) and Addresses of Receiving Party(ies):

Peninsula Technology Fund, LP
235 Pine Street, Suite 1600
San Francisco, California 94104
Citizenship: State: Delaware, USA

QVT Fund LP
1177 Avenue of the Americas, 9th Floor
New York, New York 10036
Citizenship: Cayman Islands

Quintessence Fund LP
1177 Avenue of the Americas, 9th Floor
New York, New York 10036
Citizenship: Cayman Islands

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of September 11, 2009 is entered into by and between ADVANCED INQUIRY SYSTEMS INC., a Delaware corporation (the "Grantor"), and the Noteholders (as defined below).

WHEREAS, pursuant to the Security Agreement (as defined below), the Grantor is granting a security interest to the Noteholders in substantially all of its personal property whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks (as defined below) listed on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Noteholders hereby agree as follows:

SECTION 1. Defined Terms.

(a) "Noteholders" shall mean PENINSULA MASTER FUND LTD., PENINSULA TECHNOLOGY FUND LP, QVT FUND LP and QUINTESSENCE FUND LP and their respective successors and assigns;

(b) Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement, dated as of September 11, 2009, between, among others, the Grantor and the Noteholders (the "Security Agreement");

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure its respective Obligations, the Grantor hereby pledges and grants to the Noteholders (as joint tenants), a security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations, and applications for any of the foregoing, including the registrations and applications referred to on Schedule A hereto (collectively, "Trademarks");

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule A hereto (collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit;

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Noteholders pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Noteholders 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 are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Noteholders may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademark or Trademark License or any Trademark or Trademark License acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Noteholders and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Required Holders, assign any right, duty or obligation hereunder.

SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor and the Noteholders have caused this Agreement to be duly executed and delivered as of the date first above written.

ADVANCED INQUIRY SYSTEMS INC., as a Grantor

By: Charles L. Wiley
Name: Charles L. Wiley
Title: Chief Administrative Officer

PENINSULA MASTER FUND LTD

By: Peninsula Capital Management LP, its general partner

By: _____
Name:
Title:

PENINSULA TECHNOLOGY FUND LP

By: Peninsula Capital Management LP, its general partner

By: _____
Name:
Title:

QVT FUND LP

By: QVT Associates GP LLC, its general partner

By: _____
Name:
Title:

QUINTESSENCE FUND L.P.

By: QVT Associates GP LLC, its general partner

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

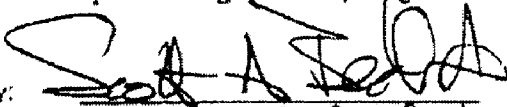
IN WITNESS WHEREOF, the Grantor and the Noteholders have caused this Agreement to be duly executed and delivered as of the date first above written.

ADVANCED INQUIRY SYSTEMS INC., as a
Grantor

By: _____
Name:
Title:

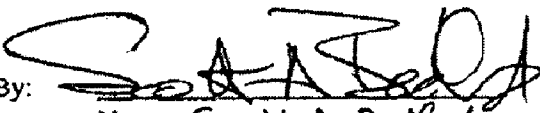
PENINSULA MASTER FUND LTD

By: Peninsula Capital Management LP, its general
partner

By: 
Name: Scott A. Bedford
Title: Authorized Signatory

PENINSULA TECHNOLOGY FUND LP

By: Peninsula Capital Management LP, its general
partner

By: 
Name: Scott A. Bedford
Title: Authorized Signatory

QVT FUND LP

By: QVT Associates GP LLC, its general partner

By: _____
Name:
Title:

QUINTESSENCE FUND L.P.

By: QVT Associates GP LLC, its general partner

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor and the Noteholders have caused this Agreement to be duly executed and delivered as of the date first above written.

ADVANCED INQUIRY SYSTEMS INC., as a Grantor

By: _____
Name:
Title:

PENINSULA MASTER FUND LTD

By: Peninsula Capital Management LP, its general partner

By: _____
Name:
Title:

PENINSULA TECHNOLOGY FUND LP

By: Peninsula Capital Management LP, its general partner

By: _____
Name:
Title:

QVT FUND LP

By: QVT Associates GP LLC, its general partner

By: _____
Name: Tracy Fu
Title: Managing Member

Oren Eisner
Oren Eisner
Authorized Signatory

QUINTESSENCE FUND L.P.

By: QVT Associates GP LLC, its general partner

By: _____
Name: Tracy Fu
Title: Managing Member

Oren Eisner
Oren Eisner
Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND APPLICATION

Trademark	Country	Reg. No. (App. No.)	Filing Date (App. Date)	Record Owner
Advanced Inquiry Systems	United States	77243857	August 1, 2007	ADVANCED INQUIRY SYSTEMS INC.
Octavian Scientific	United States	77081052	January 11, 2007	ADVANCED INQUIRY SYSTEMS INC.
Translated Wafer	United States	77487822	May 30, 2008	ADVANCED INQUIRY SYSTEMS INC.
ONETOUCH	United States	77585167	October 3, 2008	ADVANCED INQUIRY SYSTEMS INC.

U.S. UNREGISTERED TRADEMARKS

REDACTED