

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microfluidics International Corporation		10/23/2009	CORPORATION: DELAWARE
Microfluidics Corporation		10/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	80 Elm Street		
City:	New Haven		
State/Country:	CONNECTICUT		
Postal Code:	06510		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77567749	BECAUSE THE STAKES COULDN'T BE HIGHER	
Serial Number:	77540208	INNOVATE WITH US	
Registration Number:	1368735	MICROFLUIDIZER	
CORRESPONDENCE DATA			
Fax Number:	(860)251-5312		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Correspondent Name:	Linda P. Casillo, Paralegal		
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ATTORNEY DOCKET NUMBER:	68322-51		

OP \$90.00 77567749

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**TRADEMARK
 REEL: 004093 FRAME: 0759**

NAME OF SUBMITTER:	Linda P. Casillo, Paralegal
Signature:	/Linda P. Casillo/
Date:	11/10/2009
<p>Total Attachments: 24</p> <p>source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page1.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page2.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page3.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page4.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page5.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page6.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page7.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page8.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page9.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page10.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page11.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page12.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page13.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page14.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page15.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page16.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page17.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page18.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page19.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page20.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page21.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page22.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page23.tif source=MICROFLUIDICS Trademark Collateral Assignment and Security Agreement#page24.tif</p>	

TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

This TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") dated as of October 23, 2009 is made by and among MICROFLUIDICS INTERNATIONAL CORPORATION, a Delaware corporation having a place of business at 30 Ossipee Road, Newton, MA 02464, MICROFLUIDICS CORPORATION, a Delaware corporation having a place of business at 30 Ossipee Road, Newton, MA 02464 (each, an "Assignor," and collectively, the "Assignors"), and WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association with a place of business at 80 Elm Street, New Haven, Connecticut 06510 (the "Lender").

WHEREAS, the Assignors have entered into a Loan Agreement dated as of even date herewith, as amended or amended and restated from time to time, with the Lender, pursuant to which the Lender, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit or provide financial accommodations to the Assignors (the "Loan Agreement"); and

WHEREAS, pursuant to that certain Security Agreement by and between the Lender and the Assignors of even date herewith (the "Security Agreement") the Assignors have granted to the Lender a security interest in the Collateral as set forth in Section 2 of the Security Agreement, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Assignor's Obligations (as defined below) under the Security Agreement; and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement; and

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

All capitalized terms used herein without definitions shall have the respective meanings provided for in the Security Agreement. The following terms shall have the meanings set forth in this Section 1 or elsewhere in this Agreement as referred to below:

Assignment of Marks. See Section 2.1 hereunder.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Collateral. Shall have the same meaning as ascribed to that term in the Security Agreement.

Event of Default. Shall have the same meaning as ascribed to that term in the Loan Agreement.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms,

and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Lender to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Lender, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Lender for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or

the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

2. GRANT OF COLLATERAL ASSIGNMENT AND SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby grants to the Lender a continuing security interest in and lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Lender. In addition, each Assignor has executed in blank and delivered to the Lender an assignment of federally registered trademarks in substantially the form of Exhibit 1 or Exhibit 2 hereto, to be held by Lender in accordance with this Agreement and the Security Agreement (the "Assignment of Marks"). The Assignors hereby authorize the Lender to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Lender's remedies under this Agreement and the Security Agreement.

2.2. Collateral Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1 above, the Assignor grants, assigns, transfers, conveys and sets over to the Lender the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect following the occurrence and during the continuance of an Event of Default, only upon the sale or other disposition of or foreclosure upon the Pledged Trademarks pursuant to this Agreement and the Security Agreement and applicable law (including the transfer or other disposition of the Pledged Trademarks by the Assignor to the Lender or its nominee in lieu of foreclosure).

2.3 Supplemental Security Agreement. Pursuant to the Security Agreement, the Assignor has granted to the Lender a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Lender in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Lender in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code as enacted in any applicable jurisdiction (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Lender in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Uniform Commercial Code as enacted in any applicable jurisdiction. Any and all rights and interests of the Lender in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Lender (and the Obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. THE LENDER ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF THEIR HOLDING SUCH COLLATERAL, EXCEPT LIABILITY ARISING AS A RESULT OF THE LENDER'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (ii) except as would not have a Material Adverse Effect, the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and to Assignor's knowledge, there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable in all material respects; (iv) to Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) to Assignor's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use and excluding rights granted to others under existing licenses of the Trademarks and Trademark Registrations as set forth on Schedule B), free

and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement, this Agreement and the Permitted Liens under the Loan Agreement; (vii) following the effectiveness of the Subordination Agreement, the Assignor has the unqualified right to enter into this Agreement and to perform its terms and has entered and will use commercially reasonable efforts to enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; except as would not have a Material Adverse Effect; (x) this Agreement, together with the Security Agreement, will create in favor of the Lender a valid and perfected security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this Section 3; and (xii) except for the filing of financing statements as required under the Uniform Commercial Code, for those states within which Assignor has an office or operations under the Uniform Commercial Code and the recording of this Agreement or financing statement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and collateral assignment granted hereby or for the execution, delivery and performance of this Agreement by the Assignor, or (B) for the perfection of or the exercise by the Lender of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to the Lender and its respective employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours and in a manner that does not unreasonably interfere with the use and conduct of Assignor's business. Lender shall be entitled to conduct no more than one inspection annually unless an Event of Default has occurred or is continuing, in which case Lender may conduct such inspections as often as it shall reasonably deem necessary.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Lender's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of Assignor's business or to those parties set forth on Schedule B, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, except as otherwise permitted hereunder or under the Loan Agreement, or (ii) enter into any

agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1 After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Lender notice thereof in writing and execute and deliver to the Lender such documents or instruments as the Lender may reasonably request further to implement, preserve or evidence the Lender's interest therein.

6.2 Amendment to Schedule. The Assignor authorizes the Lender to modify this Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6 and/or to delete Trademarks, Trademark Registrations or Trademark Rights terminated by Assignor in the ordinary course of business. Assignor shall notify the Lender quarterly of such terminations if any.

7. TRADEMARK PROSECUTION.

7.1 Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold the Lender harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Lender in connection with the Lender's interest in the Pledged Trademarks or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby, subject to Assignor's right to abandon, drop or decline to maintain Trademarks, Trademark Registrations, Trademark License Rights, or Trademark Rights in the ordinary course, except in connection with the Lender's own gross negligence or willful misconduct. In respect of such responsibility, the Assignor shall retain trademark counsel reasonably acceptable to the Lender.

7.2 Assignor's Duties, etc. The Assignor shall have the right and the duty, through trademark counsel reasonably acceptable to the Lender, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations subject to Assignor's right to abandon, drop or decline to maintain

Trademarks, Trademark Registrations, Trademark License Rights, and Trademark Rights in the ordinary course. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor.

7.3 Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights, subject to Assignor's right to abandon, drop or decline to maintain Trademarks, Trademark Registrations, Trademark License Rights or Trademark Rights in the ordinary course. The Assignor may require the Lender to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Lender is completely satisfied that such joinder will not subject it to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including reasonable legal fees, incurred by Lender in joining such suit or action pursuant to this Section 7.3.

7.4 Protection of Trademarks, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks other than Trademarks, Trademark Registrations, Trademark License Rights, and Trademark Rights abandoned, dropped or no longer maintained in the ordinary course of business. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect, in any material respect, the validity, grant or enforcement of the Pledged Trademarks other than Trademarks, Trademark Registrations, Trademark License Rights, and Trademark Rights abandoned, dropped or no longer maintained in the ordinary course of business.

7.5 Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Lender in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Lender to dispose of any of the Pledged Trademarks or the rights and remedies of the Lender in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Lender shall have, in addition to all other rights and remedies given it by this Agreement, the Security Agreement (including, without limitation, those set forth in Section 15), and any other related financing documents, those allowed by law and the rights and remedies of a

secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction, and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice or demand (except as set forth below) whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, subject to those restrictions to which Assignor is subject under applicable law and by contract, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Lender in attempting to enforce this Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed.

9. COLLATERAL PROTECTION.

If the Assignor shall fail, in any material respects, to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, in any material respect, the Lender, in its own name or that of the Assignor (in the sole discretion of the Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Lender for any cost or expense incurred by the Lender in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Lender (and any officer or agent of the Lender as it may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Lender to use the Pledged Trademarks, or to grant or issue any exclusive or non-exclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the

Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Lender under this power of attorney (except for the Lender's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Lender may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, except for any contingent indemnification obligations for which no claim has been asserted, this Agreement shall terminate and the Lender shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Lender by the Assignor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Lender pursuant to and in accordance with the Security Agreement or this Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording

of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving any of the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and, after the lapse of any cure, grace or notice period, shall bear, whether before or after judgment, interest at the rate of interest for overdue amounts set forth in Section 2.7(e) of the Loan Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LENDER ASSUMES NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE LENDER WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed effectively given: (a) upon actual delivery, when delivered personally; (b) upon receipt when sent by confirmed telegram or fax if sent during normal business hours, and if not, then on the next business day; (c) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (d) five (5) business days after being deposited in the U.S. mail, as certified or registered mail, return receipt requested, postage prepaid. All communications shall be sent to the parties hereto at the addresses as set forth below or at such other address as the parties hereto may designate by ten (10) days advance written notice to the other parties hereto:

- (a) if to the Assignor,
Microfluidics International Corporation
30 Ossipee Road
Newton, MA

Attention: Peter Byczko, VP Finance & Chief Accounting Officer
Telephone: (617) 969-5452
Telecopier: (617) 965-1213

Microfluidics Corporation
30 Ossipee Road
Newton, MA

Attention: Peter Byczko, VP of Finance & Chief Accounting Officer
Telephone: (617) 969-5452
Telecopier: (617) 965-1213

with a copy to:

Posternak Blankstein & Lund LLP
Prudential Tower
800 Boylston Street
Boston, Massachusetts 02199
Attn: Donald Siegel, P.C.
Telephone: (617) 973- 6100
Telecopier: (617) 367-2315

(b) if to the Lender,

Webster Bank, National Association
80 Elm Street
New Haven, CT 06510
Attn: Peter Hicks, Vice President
Telecopier: (203) 782-4577

with a copy to:

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
Attn: James C. Schulwolf, Esq.
Telecopier: (860) 251-5311

18. AMENDMENT AND WAIVER.

This Agreement may not be amended or modified orally, but only by an instrument in writing executed on behalf of the Assignor and the Lender and except as provided in Section 6.2. The Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW). The Assignor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of Connecticut or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in Section 17. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each party waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each party (i) certifies that neither the other party nor any representative, agent or attorney of the other party has represented, expressly or otherwise, that they would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Security Agreement and the other Loan Documents and instruments relating thereto to which the Lender is a party, the Lender is relying upon, among other things, the waivers and certifications contained in this Section 20.

21. PREJUDGMENT REMEDY WAIVER. TO INDUCE LENDER TO ENTER INTO THE COMMERCIAL LOAN TRANSACTION EVIDENCED BY THIS NOTE, THE LOAN AGREEMENT, AND ANY OTHER LOAN DOCUMENTS EVIDENCING OR SECURING THE SAME, BORROWER AGREES THAT THIS IS A COMMERCIAL TRANSACTION AND NOT A CONSUMER TRANSACTION, AND WAIVES ANY RIGHT TO NOTICE AND A HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, OR OTHER STATUTE OR STATUTES AFFECTING PREJUDGMENT REMEDIES AND AUTHORIZES LENDER'S ATTORNEY TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER AND WAIVES ANY CLAIM IN TORT, CONTRACT OR OTHERWISE AGAINST LENDER'S ATTORNEY WHICH MAY ARISE OUT OF SUCH ISSUANCE OF A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER. BORROWER ACKNOWLEDGES AND STIPULATES THAT SUCH WAIVER AND AUTHORIZATION GRANTED ABOVE ARE MADE

KNOWINGLY AND FREELY AFTER FULL CONSULTATION WITH COUNSEL. SPECIFICALLY, BORROWER RECOGNIZES AND UNDERSTANDS THAT THE EXERCISE OF LENDER'S RIGHTS DESCRIBED ABOVE MAY RESULT IN THE ATTACHMENT OF OR LEVY AGAINST BORROWER'S PROPERTY, AND SUCH WRIT FOR A PREJUDGMENT REMEDY WILL NOT HAVE THE PRIOR WRITTEN APPROVAL OR SCRUTINY OF A COURT OF LAW OR OTHER JUDICIAL OFFICER NOR WILL BORROWER HAVE THE RIGHT TO ANY NOTICE OR PRIOR HEARING WHERE BORROWER MIGHT CONTEST SUCH A PROCEDURE. THE INTENT OF BORROWER IS TO GRANT TO LENDER FOR GOOD AND VALUABLE CONSIDERATION THE RIGHT TO OBTAIN SUCH A PREJUDGMENT REMEDY AND TO EXPRESS ITS BELIEF THAT ANY SUCH PREJUDGMENT REMEDY OBTAINED IS VALID AND CONSTITUTIONAL UNLESS A COURT OF COMPETENT JURISDICTION DETERMINES OTHERWISE. FURTHER, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, BORROWER HEREBY WAIVES DEMAND, PRESENTMENT FOR PAYMENT, PROTEST, NOTICE OF PROTEST, NOTICE OF DISHONOR, DILIGENCE IN COLLECTION, NOTICE OF NONPAYMENT OF THIS NOTE AND ANY AND ALL NOTICES OF A LIKE NATURE. FURTHER BORROWER WAIVES ALL RIGHTS TO REQUEST THAT LENDER POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT THE COMPANY AGAINST DAMAGES THAT MAY BE CAUSED BY ANY SUCH REMEDY OR REMEDIES.

22. COUNTERPARTS. This Agreement may be executed and delivered in any number of counterparts. Each counterpart shall constitute an original, but all counterparts together shall constitute but one and the same agreement.

23. MISCELLANEOUS.

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Lender and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Agreement and the Security Agreement, the provisions of the Security Agreement shall control. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

ASSIGNOR:

MICROFLUIDICS INTERNATIONAL CORPORATION

By: 

Name: Peter Byczko

Title: Vice President of Finance and Chief Accounting Officer
(Duly Authorized)

MICROFLUIDICS CORPORATION

By: 

Name: Peter Byczko

Title: Vice President of Finance and Chief Accounting Officer
(Duly Authorized)

LENDER:

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____

Name: Peter R. Hicks

Title: Vice President
(Duly Authorized)

IN WITNESS WHEREOF, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

ASSIGNOR:

MICROFLUIDICS INTERNATIONAL CORPORATION

By: _____

Name: Peter Byczko

Title: Vice President of Finance and Chief Accounting Officer
(Duly Authorized)

MICROFLUIDICS CORPORATION

By: _____

Name: Peter Byczko

Title: Vice President of Finance and Chief Accounting Officer
(Duly Authorized)

LENDER:

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____

Name: Peter R. Hicks

Title: Vice President
(Duly Authorized)

SCHEDULE A

Trademarks and Trademark Registrations

1. Mark: Because the stakes couldn't be Higher and design
 - Registration / Serial No: 77/567,749
 - Pending notice of allowance issued April 21, 2009
 - Owner: Microfluidics Corporation

2. Mark: Innovate with US and design
 - Registration / Serial No: 77/540,208
 - Pending notice of allowance issued April 21, 2009
 - Owner: Microfluidics Corporation

3. Mark: Microfluidizer
 - Registration / Serial No: 1,368,735
 - Owner: Microfluidics Corporation

SCHEDULE B

Existing Licenses

None

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Microfluidics International Corporation, a Delaware corporation, having its principal place of business at 30 Ossipee Road, Newton MA 02464 ("Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office as identified on such Annex;

WHEREAS, Assignor and Webster Bank, National Association, (the "Assignee") having entered into that certain Trademark Collateral and Assignment Agreement (the "Trademark Agreement") dated October 23, 2009 whereby Assignor has granted a security interest into the Marks pursuant to the terms and conditions therein;

WHEREAS, Assignee is desirous of acquiring the Marks and the registrations thereof and registration applications therefore pursuant to and upon the terms and conditions therein; and

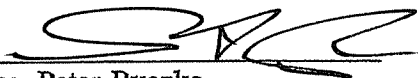
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark Agreement, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment on this _____ day of _____, 20____.

MICROFLUIDICS INTERNATIONAL CORPORATION

By: 
Name: Peter Byczko
Title: Vice President of Finance
and Chief Accounting Officer

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____
Name: Peter Hicks
Title: Vice President
(Duly Authorized)

ANNEX

Trademarks and Trademark Registrations

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 - Registration / Serial No: 1,368,735
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EXHIBIT 2

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WHEREAS, Microfluidics Corporation, a Delaware corporation, having its principal place of business at 30 Ossipee Road, Newton MA 02464 (“Assignor”), has adopted and used and is using the trademarks and service marks (the “Marks”) identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office as identified on such Annex;

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WHEREAS, Assignee is desirous of acquiring the Marks and the registrations thereof and registration applications therefore pursuant to and upon the terms and conditions therein; and


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark Agreement, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment on this ____ day of _____, 20__.

MICROFLUIDICS CORPORATION

By: 
Name: Peter Byczko
Title: Vice President of Finance
And Chief Accounting Officer

**WEBSTER BANK, NATIONAL
ASSOCIATION**

By: _____
Name: Peter Hicks
Title: Vice President
(Duly Authorized)

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Trademarks and Trademark Registrations

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