

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Woodside Agency Services, LLC		05/17/2010	LTD LIAB JT ST CO: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Voltaic LLC		
<b>Street Address:</b>	10 State Street		
<b>City:</b>	Woburn		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01801		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2687178	ULTRALAST	
Registration Number:	2110004	NITRO POWER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(631)761-0014		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	Gartland@LARYPC.com		
Correspondent Name:	William Gartland		
Address Line 1:	225 Old Country Road		
Address Line 4:	Melville, NEW YORK 11747		
ATTORNEY DOCKET NUMBER:	5048.0019		
NAME OF SUBMITTER:	William Gartland		
Signature:	/William Gartland/		
Date:	05/18/2010		

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Total Attachments: 4

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**TERMINATION, RELEASE AND REASSIGNMENT  
OF  
SECURITY INTERESTS IN TRADEMARKS**

This **TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS** (this "Release"), dated as of the [ ]<sup>th</sup> day of May, 2010, is made by **WOODSIDE AGENCY SERVICES, LLC** ("Woodside"), with its mailing address at 25 Mall Road, Burlington, Massachusetts 01803, as Collateral Agent for itself and each of the other entities party to that certain Trademark Collateral Security and Pledge Agreement dated as of October 31, 2008 (the "Security Agreement"), and for **VOLTAIC LLC** ("Voltaic"), a limited liability company of the State of Delaware, with a mailing address 10 State Street, Woburn, Massachusetts 01801.

**WITNESSETH**

**WHEREAS**, Woodside and Voltaic entered into the Security Agreement, by which Voltaic granted to Woodside as Collateral Agent a lien on and continuing security interest in, among other things, trademarks, trademark registrations (listed on Schedule "A" hereto), trade names, and the goodwill of the business connected therewith and symbolized thereby, as security for, among other things, the payment and performance in full of the obligations identified in the Security Agreement (the "Secured Obligations");

**WHEREAS**, the Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") on November 25, 2008, at Reel 3894, Frame 0360;

**WHEREAS**, Voltaic has requested that Woodside terminate and release its security interest in and lien on Voltaic's said trademarks, as described below, and reassign the same to Voltaic.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt of which are hereby acknowledged, it is agreed as follows:

1. Woodside does hereby release and terminate all liens and security interests in all the following properties of Voltaic, which were granted, bargained, sold, transferred, assigned, mortgaged and pledged to Woodside as collateral security for the Secured Obligations under and pursuant to the Security Agreement, and Woodside hereby without recourse and without representation or warranty of any kind, assigns, sells, conveys, grants, sets over, transfers and releases to Voltaic any other and all of Woodside's right, title and interest, if any, in and to the following, purportedly owned by Voltaic whether at the time of said grant, assignment, mortgage and pledge under and pursuant to the Security Agreement or thereafter acquired:
  - a. the United States trademarks listed on Schedule "A" attached hereto and made a part hereof and all other trademarks (including service marks), trademark registrations and trade names in the United States in each case (i) including all

or a significant or meaningful part of, or (ii) constituting a variant or derivative of, or (iii) not readily distinguishable from, the marks listed in Schedule "A", along with any and all (iv) renewals thereof, (v) income, royalties, damages and payments now and hereafter due or payable with respect thereto, including without limitation damages, claims and payments for past or future infringements thereof, (vi) rights to sue for past, present, or future infringements thereof, and (vii) trademarks, trademark registrations and trade name applications for any thereof and any other rights corresponding thereto (collectively the "Trademarks");


- b. the entire goodwill of Voltaic's business connected with the use of and symbolized by the Trademarks;
- c. licenses whereby Voltaic has granted, or Voltaic grants to another party, the right to exploit or use any Trademark; and
- d. all proceeds of and accessions to any and all of the foregoing (the "Proceeds").

- 2. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release.
- 3. The Release shall be governed by and construed in accordance with the laws of the State of New York.

[\*\*\*BALANCE OF PAGE INTENTIONALLY LEFT BLANK\*\*\*]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

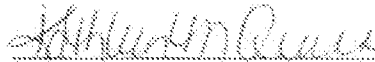
WOODSIDE AGENCY SERVICES, LLC  
As Collateral Agent

By:   
Name: Scott Schooley  
Title: President

STATE OF CT }  
COUNTY OF Hartford } ss.:

On this 14<sup>th</sup> day of May, 2010, before me personally came Scott Schooley, to me known, who being by me duly sworn, did depose and say that (s)he is the President of Woodside Agency Services, LLC; that (s) he has been authorized to execute said instrument on behalf of said entity; and that (s)he signed said instrument on behalf of said entity pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

  
Notary Public

SCHEDULE "A"

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>International Registration No.</u>	<u>Registration Date</u>
Ultralast	2,687,178	0915760	February 11, 2003
Nitro Power	2,110,004	N/A	October 28, 1997

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