

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The CIT Group/Business Credit, Inc.		09/03/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Innova Holdings, Inc., successor in Interest to Innova Finance, LLC		
Street Address:	8383 N. Sam Houston Pkwy W.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77064-3452		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2930665	INNOVA	
Registration Number:	3453694	INNOVA	
CORRESPONDENCE DATA			
Fax Number:	(713)223-3717		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-226-1200		
Email:	ppaquet@lockelord.com		
Correspondent Name:	Patricia Paquet/Locke Lord Bissell & Lid		
Address Line 1:	600 Travis Street		
Address Line 2:	2800 JPMorgan Chase Tower		
Address Line 4:	Houston, TEXAS 77002-3095		
ATTORNEY DOCKET NUMBER:	0544043-00036		
NAME OF SUBMITTER:	Patricia Paquet		
Signature:	/patricia paquet/		

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Date:

09/08/2010

Total Attachments: 9

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c/o CIT Business Capital
Two Lincoln Center
5420 LBJ Freeway, Suite 200
Dallas, Texas 75240

September 3rd, 2010

Innova Holdings, Inc.
3383 North Sam Houston Pkwy West
Houston, TX 77064
Attn: Trey Cook

Re: Payoff Letter relating to that certain Financing Agreement dated as of August 10, 2006, among Innova Holdings, Inc., a Texas corporation ("Holdings"), Extel Precision Machining, Inc., a Delaware corporation ("Extel Precision" and, together with Holdings, collectively, the "Loan Parties" and each, individually, a "Loan Party"), Innova-Extel Acquisition Holdings, Inc., a Delaware corporation ("Parent"), The CIT Group/Business Credit, Inc., ("CIT"), PNC Bank, National Association ("PNC"), Bank of Texas, N.A. ("Bank of Texas" and, together with CIT and PNC, collectively, the "Lenders" and each, individually, a "Lender"), and CIT, as the agent for the Lenders (in such capacity, the "Agent") (as amended, modified, restated, supplemented, renewed, extended, increased, rearranged and/or substituted from time to time, the "Financing Agreement"). Capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Financing Agreement.

Ladies and Gentlemen:

We understand that the Loan Parties intend to (i) pay off all outstanding obligations and indebtedness, including principal, accrued and unpaid interest and fees (collectively referred to herein as "Indebtedness"), owing by the Loan Parties or any other obligor to the Lenders under the Financing Agreement and any other Loan Document, (ii) deposit cash collateral in an account in the name and for the benefit of CIT, as Agent (the "L/C Collateral Account") in an amount equal to 105% of the face amount of any outstanding Letters of Credit listed on Exhibit A attached hereto with an expiry date on, after, or within thirty (30) days before the Payoff Date (defined herein below) (individually, each an "Outstanding Letter of Credit" and collectively, the "Outstanding Letters of Credit"), which account shall be held by the Agent as collateral for the Loan Parties' payment and performance of their obligations with respect to the Outstanding Letters of Credit and the Loan Parties hereby grant the Agent, for the benefit of the respective Issuing Bank, a security interest in such account; provided that, upon receipt of the original of each Outstanding Letter of Credit marked "canceled and terminated" by the beneficiary thereof, the Agent shall immediately surrender any remaining amounts in the L/C Collateral Account and, after the Agent deducts all costs, fees and expenses from the "General Reserve" and "Other Fees and Expenses" categories listed below, any remaining amounts allocated by the Agent to such categories and

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(iii) terminate the Financing Agreement and the other Loan Documents. The purpose of this letter is to inform you of the amounts that must be received by the Agent in order to effect such repayment and termination. As of September 3rd, 2010 (the "Payoff Date"), the total amount of Indebtedness is as follows:

Revolving Loans

Principal:	\$2,967,850.84
Interest:	\$865.62.

Term Loans

Principal:	\$0
Interest:	\$0

CAPEX Term Loans

Principal:	\$8,104,657.44
Interest:	\$2,544.72

Letters of Credit (which amounts equal 105% of the face amount of each Outstanding Letter of Credit)

N/A

Other Amounts

Line of Credit Fee:	\$415.53
Out-of-Pocket Expenses (including legal fees):	\$5,000.00
Other Fees and Expenses:	\$0
Total (the " <u>Payoff Amount</u> "):	<u>\$11,076,334.15</u>

If the Payoff Amount is not received by the Agent in immediately available funds by 1:00 p.m. (New York City local time) on the Payoff Date, the total per diem increase in the Indebtedness of the Loan Parties will be \$1,275.29 (the "Per Diem Amount"), and will be added to the Payoff Amount.

The Payoff Amount and the Per Diem Amount assume no further increase or reduction in the amount of Indebtedness outstanding under the Financing Agreement, no changes in the rate of interest or any other fee charged pursuant to the Financing Agreement and no incurrence of other fees or expenses reimbursable pursuant to the Financing Agreement. Please also note that the Out-of-Pocket Expenses, and "Other fees and expenses" listed above (collectively, the "Estimated Fees") have been estimated by the Agent. If the Estimated Fees received by the Agent are less than the aggregate amount determined by the Agent to be required by the

Financing Agreement, the Loan Parties hereby agree to pay to the Agent any such deficiency promptly upon demand therefor.

The Payoff Amount has been calculated assuming that the proceeds of all checks or similar instruments for the payment of money (collectively, "Checks") that have been received by the Agent and credited to the Loan Parties' account with the Agent are good collected funds. In consideration of the Agent's release of the liens and security interests in and to the Parent's and the Loan Parties' property, the Loan Parties jointly and severally agree to reimburse the Agent for all losses and liabilities which the Agent may incur at any time as a result of any nonpayment, claim, refund, or chargeback of any Check together with any expenses or other charges incidental thereto incurred by the Agent (to the extent such losses, liabilities, expenses and charges are in excess of the General Reserve described below). The amount of any such losses or liabilities reimbursed hereunder shall be paid to the Agent promptly by the Loan Parties upon the Agent's demand.

Below are the instructions for the wire transfer of the Payoff Amount (and, if applicable, any Per Diem Amount):

JPMorgan Chase Bank, N.A.
The CIT Group/Business Credit, Inc. - Dallas
New York, New York
ABA Routing No.: 021000021
Account No.: 144064425
RE: 9221 – Innova Holdings, Inc.

the Lenders hereby acknowledge and agree that upon receipt by the Agent of the Payoff Amount (and, if applicable, any Per Diem Amount) (the time at which such condition shall be first satisfied referred to herein as the "Payoff Effective Time"): (1) there will exist no further obligations or indebtedness of the Loan Parties under the Financing Agreement other than (x) with respect to contingent reimbursement or indemnity obligations or similar obligations that by their terms survive the termination of the Financing Agreement and (y) with respect to the Outstanding Letters of Credit (including, without limitation, all Letter of Credit Guaranty Fees with respect thereto and all documented charges, fees, commissions, costs and expenses charged to the Agent by the Issuing Bank with respect thereto) as provided in Section 11 of the Financing Agreement; (2) all security interests held by the Agent in the collateral granted to the Agent by the Loan Parties and any Guarantor pursuant to the Loan Documents shall be deemed released, terminated and discharged (other than security interests granted pursuant to any reimbursement agreements and applications executed with respect to the Outstanding Letters of Credit and the security interest granted in the L/C Collateral Account); provided that such security interests shall continue to be effective or be reinstated, as the case may be, if at any time the Payoff Amount is rescinded or must otherwise be returned by the Lenders upon the insolvency, bankruptcy or reorganization of any Loan Party, any Guarantor or any of their respective subsidiaries, all as though such payment had not been made; provided further that upon the continuance or reinstatement of such security interests, such security interests shall have the priorities described in the Intercreditor Agreement, and (3) the Financing Agreement and the other Loan Documents (other than the Intercreditor Agreement, any reimbursement agreements and applications

executed with respect to the Outstanding Letters of Credit and any agreements and documentation related to the L/C Collateral Account, which agreements, applications and documentation shall continue in effect in accordance with their terms) shall be deemed terminated and the Loan Parties will have no further liabilities or obligations thereunder, other than with respect to contingent reimbursement or indemnity or similar obligations that by their terms survive the termination of the Financing Agreement.

From and after the Payoff Effective Time, the Agent hereby (1) authorizes Parent, the Loan Parties, or a designee of Parent or the Loan Parties, to file Uniform Commercial Code ("UCC") termination statements, and (2) agrees to execute, acknowledge, file, and/or deliver such documents and instruments, all in form and substance reasonably satisfactory to the Agent, as the Loan Parties may reasonably request to evidence the repayment of the Indebtedness under the Financing Agreement and the release of all collateral securing repayment of the Indebtedness under the Financing Agreement, including, without limitation, mortgage releases and UCC termination or release financing statements, the return of original promissory notes or other instruments evidencing Indebtedness of the Loan Parties under the Loan Documents, all at the sole cost and expense of the Loan Parties (which costs and expenses are in addition to the Payoff Amount due hereunder).

Further, from and after the Payoff Effective Time, CIT as Agent and all Lenders hereby relinquish, release and discharge all of its/their security interests in all intellectual property subject to a security agreement against Holdings through its predecessor Innova Finance, LLC, including, without limitation, the following:

1. Security interest filed in the Patent Division of the US Patent and Trademark Office dated August 11, 2006 at Reel/Frame 018087/0728 for :
 - US Patent No. 6066402 Appl. No. 09/084074
 - US Patent No. 6095404 Appl. No. 09/407219
 - US Patent No. 6326738 Appl. No. 09/642314
2. Security Interest Filed in the Trademark Division of the US Patent and Trademark Office dated August 11, 2006 at Reel/Frame 3367/0623 for:
 - US Trademark Reg. No. 2930665 Appl. No. 78306946 (INNOVA, cl. 040)
 - US Trademark Reg. No. 3453694 Appl. No. 78306952 (INNOVA, cl. 009).

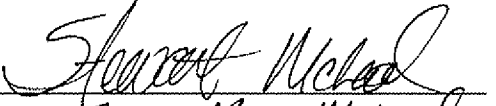
The Loan Parties hereby each agree that the Revolving Line of Credit is terminated as of the Payoff Date and each confirm their respective agreement to the terms and provisions of this letter by returning to the Agent a signed counterpart of this letter. Notwithstanding the foregoing termination and release, the Outstanding Letters of Credit shall continue to be issued and outstanding as of the Payoff Effective Time.

This Payoff Letter may be executed in any number of counterparts and by different signatories hereto on separate counterparts, each of which counterparts when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Payoff Letter by facsimile or other electronic transmission shall be deemed as effective as delivery of a manually executed

counterpart thereof. Notwithstanding the execution, delivery or filing of any and all releases described herein, the agreements set forth in this Payoff Letter shall survive indefinitely.

Very truly yours,

THE CIT GROUP/BUSINESS CREDIT, INC., as the Agent and as a Lender

By: 
Name: Stewart McLeod
Title: Vice President

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: Brad Higgins
Name: Brad Higgins
Title: Vice President

BANK OF TEXAS, N.A.,
as a Lender

By: _____
Name:
Title:

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as a Lender


By: _____
Name:
Title:

BANK OF TEXAS, N.A.,
as a Lender

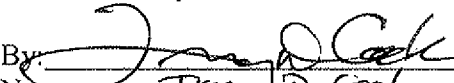
By: Marian Livingston
Name: Marian Livingston
Title: SUP

Accepted and Agreed:

INNOVA HOLDINGS, INC.,
as a Loan Party

By: 
Name: Trey D. Cook
Title: President

EXTEL PRECISION MACHINING, INC.,
as a Loan Party

By: 
Name: Trey D. Cook
Title: Vice President

INNOVA-EXTEL ACQUISITION HOLDINGS,
INC., as a Loan Party

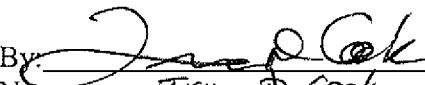
By: 
Name: Trey D. Cook
Title: President

EXHIBIT A

Letters of Credit

<u>DATE ISSUED</u>	<u>DATE EXPIRED</u>	<u>LC#</u>	<u>BENEFICIARY</u>	<u>US\$</u> <u>AMOUNT</u>
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