

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
Carlyle Venture Partners II, L.P.		01/15/2010	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Verari Systems, Inc.		
Street Address:	9449 Carroll Park Dr.		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2401804	VSI/PRO	
Registration Number:	2403801	MPI/PRO	
CORRESPONDENCE DATA			
Fax Number:	(205)458-5100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	205-458-5284		
Email:	ivincent@burr.com		
Correspondent Name:	India E. Vincent		
Address Line 1:	420 North 20th Street		
Address Line 2:	Suite 3400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	RUNTIME-1		
NAME OF SUBMITTER:	India E. Vincent		
Signature:	/india vincent/		

CH \$65.00 2401804

900186773

REEL: 004500 FRAME: 0351

TRADEMARK

Date:

03/17/2011

Total Attachments: 11

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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Michael J. Petersen, Esq.
 SHULMAN HODGES & BASTIAN LLP
 26632 Towne Centre Drive
 Suite 300
 Foothill Ranch, CA 92610-2808
 (949) 340-3400

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 10:01 PM 01/15/2010
 INITIAL FILING # 2009 0716826
 AMENDMENT # 2010 0172837
 SRV: 100047428

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
2009 0716826

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Please refer to the detailed instructions included in changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7e, 7f (if applicable).

6. **CURRENT RECORD INFORMATION**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

SEE EXHIBIT "H" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.
SEE EXHIBIT "H.I.A." ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

ALL ASSETS NOT LISTED ON EXHIBIT "H" AND/OR EXHIBIT "H.I.A" ATTACHED HERETO AND INCORPORATED HEREIN ARE SPECIFICALLY EXCLUDED AS COLLATERAL UNDER THE SUBJECT UCC-1 NATIONAL FINANCIAL STATEMENT.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME
CARLYLE VENTURE PARTNERS II, L.P., as collateral agent

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
2194-018

EXHIBIT H

Verari Systems, Inc. / CMA

Listing of Excluded Assets from Bidding and Sale

Item	Description of Asset	Lessor	Location
1	Containerized Data Center Unit	TAC Group Limited	Santa Ana, CA
	Chiller Sled with 7 chillers	109 North Post Oak Lane	Mountain View, CA
	UPS Backup System with batteries	Suite 600	San Diego, CA
	Lease # 39904	Houston, TX 77024	
	Monthly payment \$30,550.00	713-963-8300	
	Est. payments remaining = 28		
	Deposit of \$30,550		
	\$131,250 buyout		
1A	See supplemental list of Components & Accessories		
2	Tektronix DSA 71604 Digital Analyzer	Relational, LLC	San Diego - Engineering
	Cal Instrument MX45-3P-Power System Tester	3701 Algonquin Road, Suite 600	
	Lease # 2008-001	Rolling Meadows, IL 60008	
	Quarterly payment \$19,639.97	847-637-2335	
	Est. payments remaining = 8		
	FMV buyout		
3	Six Sigma Future Facilities Software	CIT Equipment Leasing	San Diego - IT
	Lease # 901-0029658-000	One Deerwood	
	Monthly payment \$3,770.71	10201 Centurion Pkwy. N., # 100	
	Est. payments remaining = 24	Jacksonville, FL 32256	
	FMV buyout	888-204-0799	
4	Forklift # 1A275069, Battery, Charger	Crown Credit Company	San Diego - Warehouse
	Lease # 4011 7095	New Bremen, OH 45869	
	Monthly payment \$443.09	419-629-2311	
	Est. payments remaining = 48		
	\$1.00 buyout		
5	Waterjet 1313	Flow Financial	San Diego - Machine Shop
	Lease # 749-0053248-001	23500 84th Avenue South	
	Monthly payment \$1,455.09	Kent, WA 98032	
	Est. payments remaining = 42	253-850-3500	
	\$101.00 buyout		
6	Pem Serter, Series 2000 A Automatic Fastner	Irwin Commercial Finance	San Diego - Machine Shop
	Lease # 40262509	330 120th Avenue, NE Suite 110	
	Monthly payment \$1,863.90	Bellevue, WA 98005	
	Est. payments remaining = 4	877-460-1499	
	\$1.00 buyout		
7	Milling Machine	Irwin Commercial Finance	San Diego - Machine Shop
	Lease # 402 596, 08/NY047	330 120th Avenue, NE Suite 110	
	Monthly payment \$459.45	Bellevue, WA 98005	
	Est. payments remaining = 42	877-460-1499	
	\$1.00 buyout		
8	IM 4511 Copier	OCE Financial Services, Inc.	San Diego, CA
	200-501 8567-000	6600 Broken Sound Blvd.	
	Monthly payment \$439.00	Boca Raton, FL 33487	

	Est. payments remaining = 4	866-623-3974	
	FMV buyout		
9	Konica Minolta - C883P	DeLage Landen	San Diego, CA
	Lease # 304 7483	111 Old Eagle School Road	
	Monthly payment \$142.84	Wayne, PA 19087-1453	
	Est. payments remaining = 48	800-736-0220	
	FMV buyout		
10	P700 Postage Meter	Pitney Bowes	San Diego, CA
	Account # 8000-9090-0051-2272	Purchase Power	
	Monthly payment \$191.00	5101 Interchange Way	
	Est. payments remaining = 18	Louisville, KY 40229-2161	
	FMV buyout	800-243-7800	
11	Canon Image Runner C2880i	General Electric Capital Corporation	Birmingham, AL
	Lease # 8323888-001	1961 Hirst Drive	
	Monthly payment \$290.00	Moberly, MO 65270	
	Est. payments remaining = 9	Fax 319-841-8324	
	FMV buyout		
12	Office Furniture/Cubicles	Seals Leasing Group, LLC	Birmingham, AL
	Lease # 20024010	2833 Valleydale Road, Suite 100	
	Monthly payment \$1,723.00	Birmingham, AL 35244	
	Est. payments remaining = 11	866-850-8795	
	\$1.00 buyout		
13	Dodge Caravan - 2007	Daimler Chrysler Financial Services Americas	San Diego, CA
	VIN = 1D4GP25B27B107388	1011 Warrenville Road, Suite 600	
	Monthly payment \$503.45	Lisle, IL 60532	
	Est. payments remaining = 2	866-485-8586	
	\$0 buyout		
14	Minute books, stock record books and corporate certificates of authority of the Seller.		
15	All of Seller's interest in cash, depository accounts, bank balances, marketable securities and other liquid assets including any tax and insurance refunds, whether in Seller's name or in the name of VERARI.		
16	Any properties, rights, contracts, interests, claims or other assets assigned to Seller specifically listed on an Excluded Asset Schedule.		
17	The Seller's rights under this Agreement.		
18	Any claim or cause of action of Seller to avoid and recover preferential and/or fraudulent transfers, including any lien avoidance actions and avoidance claims and causes of action any other applicable state or Federal laws, or the proceeds of any of the foregoing.		

19	The Assets to be sold do not include any software, commitments, contracts, licenses or leases that are owned by or require the consent of a third party before they can be transferred and such consent has not been obtained (unless and until such consent can be obtained).			
20	The capital stock of VERARI or any of its subsidiaries (unless purchased), including the following subsidiaries:			
20a	i. Verari Systems (UK) Limited.			
20b	ii. Verari Systems Deutschland GmbH			
20c	iii. Verari Systems, Inc. (Asia)			
21	COD receivable in the approximate amount of \$36,000 from UOB			
22	\$ from CXP			
23	Inventory sold to CXP			
24	Inventory sold to FCS for UOB Job			
25	3rd party items such as vending machines, postage meters etc.,			
25a	Any and All 3rd party Evaluation Parts, consigned inventory and equipment from but not limited to items from:			
25b	Micron			
25c	Intel			
25d	Delta Products			
25e	Unipower North America			

EXHIBIT E1.A

Contract Description	Part	Description	Qty	Physically Indexed	Notes	Contract Location	Unit Price	Total Price
Contract Division Incentives - TAC Group Award - Under Issue to Vendor								
3	MDUC-Fiber04	**REV X** KLT. HUMIDICATION 480V	1	X	(680) Carroll RJ Address TAC Data sitting. See floor in SD		\$1,729.83	\$1,729.83
11	DMC-Fiber01		24					124,783.42
12	DMC-Fiber01							124,783.42
13	DMC-Fiber01							124,783.42
29	DMC-Fiber		846					62,578.36
30	OS	Contract Labor	17000				\$1.38	\$23,524.44
31	OS	Contract Labor	17000				\$1.38	\$23,524.44
32	OS	Contract Labor	17000				\$1.38	\$23,524.44
33	OS	Contract Labor	17000				\$1.38	\$23,524.44
34	OS	Contract Labor	17000				\$1.38	\$23,524.44
35	OS	Contract Labor	17000				\$1.38	\$23,524.44
36	OS	Contract Labor	17000				\$1.38	\$23,524.44
37	OS	Contract Labor	17000				\$1.38	\$23,524.44
38	OS	Contract Labor	17000				\$1.38	\$23,524.44
39	OS	Contract Labor	17000				\$1.38	\$23,524.44
40	OS	Contract Labor	17000				\$1.38	\$23,524.44
41	OS	Contract Labor	17000				\$1.38	\$23,524.44
42	OS	Contract Labor	17000				\$1.38	\$23,524.44
43	OS	Contract Labor	17000				\$1.38	\$23,524.44
44	OS	Contract Labor	17000				\$1.38	\$23,524.44
45	OS	Contract Labor	17000				\$1.38	\$23,524.44
46	OS	Contract Labor	17000				\$1.38	\$23,524.44
47	OS	Contract Labor	17000				\$1.38	\$23,524.44
48	OS	Contract Labor	17000				\$1.38	\$23,524.44
49	OS	Contract Labor	17000				\$1.38	\$23,524.44
50	OS	Contract Labor	17000				\$1.38	\$23,524.44
51	OS	Contract Labor	17000				\$1.38	\$23,524.44
52	OS	Contract Labor	17000				\$1.38	\$23,524.44
53	OS	Contract Labor	17000				\$1.38	\$23,524.44
54	OS	Contract Labor	17000				\$1.38	\$23,524.44
55	OS	Contract Labor	17000				\$1.38	\$23,524.44
56	OS	Contract Labor	17000				\$1.38	\$23,524.44
57	OS	Contract Labor	17000				\$1.38	\$23,524.44
58	OS	Contract Labor	17000				\$1.38	\$23,524.44

CMAA	Location	Part#	Description	Qty		Inch'd	Notes
59	OS PDI SO WIP	180997-002	CABLE TRIP IN ENDR. LOG ORANGE G.M	2	\$315.00	\$630.00	
60	OS PDI SO WIP	121522-108	HIDRIBER BLOWER REPAIR AGENT	2	\$1074.00	\$2148.00	
61	OS PDI SO WIP	121522-105	HIDRIBER STEAM CYLINDER REPAIR AGENT	1	\$57.60	\$57.60	
62	OS PDI SO WIP	121762-102	SWITCH DISCONNECT, 50A, 3 POLE + TRIP-BK	1	\$112.07	\$112.07	
63							
64	OS PDI SO WIP						
65							
66							
67							
68	OS PDI WO ASSY	18085-101	CABLE ASSEMBLY, POWER AND CONTROL, DOOR	1	\$2.55	\$2.55	
69	OS PDI WO ASSY	37011-E-101	KIT, DETECTION, FIRE	1	\$6,702.08	\$6,702.08	
70	OS PDI WO ASSY	180854-101	CABLE ASSEMBLY, 24VDC POWER AND CONTROL	1	\$8.86	\$8.86	
71	OS PDI WO ASSY	210872-107	ASSY, TANK TRAY, 48 VDC, BNC SERIES	1111	\$36.92	\$6,318.05	
72	OS PDI WO ASSY	211469-101	**REV X** ASSY, CHASSIS, MOUNT, EXTRACTO	1	\$276.65	\$276.65	
73							
74	OS PDI WO ASSY						
75							
76							
77							
78							
79	OS PDI WO KIT						
80							
81							
82							
83	OS PDI WO WIP	116596-101	COVERING, 1/4 in. OD X 1/4 in. WIP, W/1	1	\$1.39	\$1.39	
84	OS PDI WO WIP	211624-001	**REV X** GASKET, HOUSING, EXHAUST FAN	1	\$162.41	\$162.41	
85	OS PDI WO WIP	211458-001	**REV X** BRACKET, XDR, FOREST	1	\$76.39	\$76.39	
86							
87	OS PDI WO WIP	211539-101	**REV X** ASSEMBLY, FILTER BYPASS, RIGHT	1	\$1,519.00	\$1,519.00	
88							
89							
90							
91							
92							
93							
94	OS PDI WO WIP	211452-001	**REV X** SCREEN EXHAUST FAN FOREST	1	\$31.62	\$31.62	
95	OS PDI WO WIP	211719-001	**REV X** PANEL, SAFETY, MAIN BEAMER, F	1	\$121.40	\$121.40	
96	OS PDI WO WIP	121318-102	DISTRIBUTION UNIT, REFRIGERANT, HIGH CAP	1	\$21,782.49	\$21,782.49	
97	OS PDI WO WIP	211095-001	**REV X** FOAM SEAL, REAR, PLENUM	10	\$175.02	\$1,750.16	
98	OS PDI WO WIP	211088-001	**REV X** PLATE BRACKET, CABLE POWER	64	\$2.34	\$150.07	
99	OS PDI WO WIP	211087-101	**REV X** BRACKET, BUN, P/A, CARRIAGE	8	\$34.40	\$275.22	
100	OS PDI WO WIP	211524-001	**REV X** FOAM, END, CARRIAGE ROW, FORES	4	\$25.31	\$105.22	
101							
102							
103							
104							
105							
106	OS PDI WO WIP	211446-102	**REV X** HOSE, 6 FT, LG, SUPPLY AND R	2	\$336.50	\$673.00	
107	OS PDI WO WIP	211429-101	SCREEN SAFETY, EXHAUST HOUSING, FOREST	1	\$80.58	\$80.58	
108	OS PDI WO WIP	350112-001	LABEL, WARNING, ARC FLASH AND SHOCK HAZ	3	\$1.30	\$3.90	
109	OS PDI WO WIP	220358-101	P/A FOREST, 49" RIS BOARD, 18" HGT.	11	\$353.01	\$3,883.12	
110							
111							
112							
113	OS PDI WO WIP	321075-101	SENSOR, HAZARD, WALL	1	\$142.80	\$142.80	
114	OS PDI WO WIP	211939-101	**REV X** BRACKET, SUPERCHARG, SECT, 56	2	\$96.80	\$193.60	
115	OS PDI WO WIP	211613-005	**REV X** SCREW, 3/8" x 2", C, 6, 10, 10, 3/4"	3	\$995.19	\$995.19	
116							
117	OS PDI WO WIP	110609-001	STRAINER, 2 in., SANITARY GASKET	1	\$0.00	\$0.00	
118	OS PDI WO WIP	211164-105	**REV X** REX HOSE, RETURN, 21 in. LG	1	\$530.54	\$530.54	
119	OS PDI WO WIP	211365-101	**REV X** REX HOSE, SUPPLY, 30' TO MAIN	1	\$231.00	\$231.00	

Unit at PDI Mover-Older TAC Unit
 Unit at PDI Mover-Older TAC Unit

Col.#	Location	Part	Description	Qty				Inst'd	Notes
121	OS PDI WO WIP	110490-002222	TUBE 1/4 IN. OD COPPER	5	\$0.08	\$0.43			
122	OS PDI WO WIP	21195-001	**REV X** PLATE BRACKET FOR BUS, COOL	16	\$26.78	\$428.48			
123	OS PDI WO WIP	211438-101	**REV X** SMOOTH AIR INTAKE FOREST	1	\$183.63	\$183.63			
124	OS PDI WO WIP	211441-001	**REV X** GASSET SMOOTH AIR INTAKE PC	1	\$166.40	\$166.40			
125	OS PDI WO WIP	211688-001	**REV X** SCREEN END SHIELD EXHAUSTVA	1	\$155.95	\$155.95			
126	OS PDI WO WIP	110675-101	VALVE 2IN. PAUL 2WAY, ENCAPSULATED	1	\$600.75	\$600.75			
130	OS PDI WO WIP	211089-001	**REV X** PLATE BRACKET BIRN VALVE	16	\$7.69	\$123.10			
132	OS PDI WO WIP	121692-101	DISTRIBUTOR VENTILATED HUMIDIFIER	1	\$236.80	\$236.80			
133	OS PDI WO WIP	211118-101	**REV X** HOUSING EXHAUST FAN FOREST	1	\$295.05	\$295.05			
134	OS PDI WO WIP	121942-002	BOX 10in X 10in X 4in DEEP NEMA	1	\$16.14	\$16.14			
135	OS PDI WO WIP	121579-101	FAN 200MMX200MM 480 VAC	1	\$272.34	\$272.34			
136	OS PDI WO WIP	110507-104	COUPLING 1/4in. OD X 3/8in. TIP W/1	1	\$2.60	\$2.60			
137	OS PDI WO WIP	211086-101	**REV X** CABLE POWER PARALLEL CARRIA	16	\$83.67	\$1,338.72			
138	OS PDI WO WIP	211094-101	**REV X** FOAM SEAL FRONT PL ENDIN	10	\$39.69	\$396.90			
140	OS PDI WO WIP	211229-101	**REV X** BRACKET MOUNTING SAFETY PANT	2	\$40.95	\$81.90			
141	OS PDI WO WIP	211665-101	**REV X** BAR SUPPORTING SKIRT 36in	2	\$192.40	\$384.80			
142	OS PDI WO WIP								
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Qty	Location	Part	Description	Qty	Unit Cost	Total Cost	Location	Notes
		183 PDI	**REV X** COMPANER 487007 SSO PAINT	4	\$24,435.12	\$97,742.72		
		184 PDI	ASSY. FANTRAY 48 VDC BRG SERIES	4	\$36,972	\$147,888.00	X	
		185 PDI	GASSET 15" SANITARY FITTING	4	\$2,100	\$8,400.00		
		186 PDI	CABLE ASSY. 172 m LG. THERMAL MOUNT	2	\$6,950	\$13,900.00		
		187 PDI	CABLE ASSY. FLAT PATCH CAUSE SET/GRN	4	\$3,900	\$15,600.00		
		188 PDI	LATCH EXTENDED BLADE MODULE	1	\$3,460	\$3,460.00		
		189 PDI	CABLE ASSY. 172 m LG. THERMAL MOUNT	2	\$6,950	\$13,900.00		
		190 PDI	CABLE 50 SATA 6m PWR	4	\$5,600	\$22,400.00		
		191 PDI	CABLE ASSY. USER MIB TD BP 10 m	1	\$2,800	\$2,800.00		
		192 PDI	CONTROL PANEL, BLADE BRG	1	\$3,000	\$3,000.00		
		193 PDI	CABLE ASSY. 48V POWER HARNESS AUX NETWORK	2	\$60,300	\$120,600.00		
		194 PDI	PCA INTERFACE FRONT PANEL	1	\$1,960	\$1,960.00		
		195 PDI	RANGER PLATE PFE FIRE SUPPRESSION	5	\$22,650	\$113,250.00		
		196 PDI	**REV X** PLATE BACKER BUS VALVE	8	\$7,690	\$61,520.00		
		197 PDI	VALVE 2 m BALL 2-WAY ENCAPSULATED	4	\$5,600.75	\$22,422.00		
		198 PDI	CHASSIS ASSY. BLADE V815500L	1	\$103,800	\$103,800.00		
		199 PDI	COUPLING 1/4 m. OD X 3/8 m. BIP W/1	1	\$2,600	\$2,600.00		
		200 PDI	**REV X** CABLE & POWER PARALLEL CABLES	8	\$33,650	\$269,200.00		
		201 PDI	CABLE ASSY. FRONT 45 IN. INTERIOR POW	2	\$9,800	\$19,600.00		
		202 PDI	POW. COVER CHASSIS, BLADE GODDARD BRZAL	1	\$1,600	\$1,600.00		
		203 PDI	CABLE ASSY. MIB TO PP OVERLY AY SUPERMIB	1	\$5,280	\$5,280.00		
		204 PDI	**REV X** CABLE ASSY. 48V POWER HARNESS	2	\$47,400	\$94,800.00		
		205 PDI	**REV X** P.C.A. FOREST - REV FAN BACKPLAN	2	\$92,160	\$184,320.00		
		206 PDI	CHANNEL, 2.60 m LG. STABILIZER CARR	10	\$90,760	\$907,600.00		
		207 PDI	CHANNEL, 52.5 m LG. STABILIZER CARR	2	\$50,670	\$101,340.00		
		208 PDI	CABLE ASSY. HDIS VIDEO XLALE TOP/STATE	1	\$3,400	\$3,400.00		
		209 PDI	**REV X** PLATE INSULATOR PCA BUS CON	4	\$26,780	\$107,120.00		
		210 PDI	TUBE 1/4 m. OD COPPER	5	\$0,080	\$0,400.00		
		211 PDI	CABLE ASSY. 172 Wires MIB PWR LHD	1	\$1,850	\$1,850.00		
		212 PDI	CABLE ASSY. FANTRAY 76 IN INTERIOR POW	2	\$9,850	\$19,700.00		
		213 PDI	STRAPNER 2 m. SANITARY GASSET	1	\$0,000	\$0,000.00		
		214 PDI	**REV X** FLEX HOSE RETURN 26 3/4 LG	1	\$22,720	\$22,720.00		
		215 PDI	**REV X** FLEX HOSE SUPPLY XDP TO MAIN	1	\$23,100	\$23,100.00		
		216 PDI	CABLE ASSY. FLAT PATCH CABLE HEATER	6	\$6,300	\$37,800.00		
		217 PDI	HEATER IN ILX SOCKET 120V, W/BACKPLA	2	\$25,000	\$50,000.00		
		218 PDI	48V PWR HARNESS SUPERMIB BL. CDE, NCDE	1	\$5,420	\$5,420.00		
		GRAND TOTAL		31,005		\$122,369,000		

CSAF Location	Part #	Description	Qty	Issued	Part #
		Items Found that were not on list			
		<p>From Was able to identify Parts using his personal knowledge as follows:</p> <p>1) Item was physically present (Working at PDI) when the TAC unit was delivered to PDI & was Disassembled -</p> <p>2) TAC unit was later Sent to Aberdeen for structural work. Painted and returned to PDI. No doubt in the mind that this is the original container used from Texas (TAC Unit)</p> <p>3) Parts that were removed from Orig TAC Unit are identifiable by color i.e. they are Grey color coated. Parts purchased for Newer containers (small and large) are silver</p> <p>4) In addition to color differences, older parts can be also be identified by other designs / different bolt patterns, etc</p>			

LIEN RELEASE AGREEMENT

Silicon Valley Bank, a California-chartered bank ("Lender"), in its capacity as "Bank" under that certain Amended and Restated Subordination Agreement (the "Subordination Agreement") dated as of February 10, 2009, by and among Lender and the Creditors party thereto (collectively, the "Creditors"), pursuant to which Subordination Agreement Lender has the authority to release the liens and security interests of the Creditors on and in the Collateral (as defined in the Subordination Agreement) arising under that certain Note Purchase Agreement dated as of February 10, 2009 by and among Verari Systems, Inc., a Delaware corporation (the "Borrower") and the Creditors and any other documents evidencing, securing and related thereto, including, without limitation, that certain Security Agreement by and among the Borrower and the Creditors, and that Intellectual Property Agreement by and among the Borrower and the Creditors (collectively, the "February 2009 Loan Documents") hereby represents, warrants, covenants, and agrees as follows:

Upon Closing of the sale in accordance with the Asset Purchase Agreement dated January 15, 2010 (the "APA"), by and between Credit Managers Association of California, a California Corporation of Burbank, California, Doing Business as Credit Management Association ("Seller"), as Assignee for the Benefit of Creditors of Borrower, and VS Acquisition Co LLC, a Delaware Limited Liability Company or its Assignee ("Buyer"), all of the Creditors' liens, claims, interests, and encumbrances under the February 2009 Loan Documents that constitute Collateral (as defined in the Subordination Agreement) (collectively, "Liens") on and security interests in the property of the Borrower that was transferred to Seller pursuant to a General Assignment dated December, 14, 2009 (the "APA Collateral"), a copy of which is attached hereto as Exhibit A, and sold to Buyer in accordance with the APA, a copy of which is attached hereto as Exhibit B, shall automatically terminate and be released, and Lender, on behalf of the Creditors, will promptly execute and deliver to the Buyer, at the Seller's expense, such termination statements, mortgage releases and other releases and terminations of the Creditors' Liens on and security interests in the APA Collateral to the extent not already provided by the Creditors as are necessary to evidence termination of the Creditors' Liens in all collateral held with respect thereto. In addition, the Seller and Buyer shall be authorized to file Uniform Commercial Code ("UCC") termination statements or amendments, as applicable, and a release and collateral assignment of all Patent and Trademark security interests for each UCC Financing Statement and filing with the Patent and Trademark Office that names the Borrower as debtor and the Creditors, or Carlyle Venture Partners II, L.P., as Collateral Agent, as secured parties on file on the date the security interests referred to above are released, including, without limitation, the UCC Financing Statement filed as File No. 2009-0716826 with the Delaware Secretary of State, and any amendments thereto.

Lender further agrees to execute and deliver any other documents and instruments necessary or appropriate to evidence the release of the Creditor's Liens in the APA Collateral.

Lender represents and warrants that it consents to the sale by the Seller to the Buyer under the APA, and has the authority to release the Creditors' Liens and take all other action on behalf of itself and the Creditors as described herein.

Lender agrees to immediately deliver by facsimile, followed by overnight courier, the attached form of notice to each of the Creditors and to provide evidence of delivery to the Borrower.

SILICON VALLEY BANK,
a California-chartered bank

By: 

Name: C. DIANE GMAY

Title: SENIOR ADVISOR