

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

SILICON VALLEY BANK

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 21, 2012

- Assignment
- Security Agreement
- Other Release of IP Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CAMBRIDGE NANOTECH, INC.

Street Address: One Kendall Square, Suite B7301

City: Cambridge

State: Massachusetts

Country: United States of America Zip: 02139

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Massachusetts
- Other _____ Citizenship _____

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

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

A. Trademark Application No.(s) Text
77/769407; 77/851853; 77/851927; 77/851943; 77/877116;
85/015905

B. Trademark Registration No.(s)
3,071,017

Additional sheet(s) attached? Yes No

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

CAMBRIDGE NANOTECH INCORPORATED; SAVANNAH; PHOENIX; FIJI; TAHITI; ALD SHIELD; SIMPLY ALD

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

Name: Shari L. Gordon

Internal Address: 18th Floor

Street Address: 400 S. Hope Street

City: Los Angeles

State: California Zip: 90071-2899

Phone Number: (213) 430-8308

Docket Number: 880,925-25

Email Address: sgordon@omm.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \$190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 50-0639

Authorized User Name Brian M. Berliner

9. Signature:



Signature

December 27, 2012

Date

Shari L. Gordon

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

CH \$190.00 500639 7776940

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Release of Intellectual Property Security Interest (this "**Release**") is dated as of December 21, 2012, and entered into by **SILICON VALLEY BANK** ("**Bank**") in favor of **CAMBRIDGE NANOTECH, INC.**, a Massachusetts corporation, as grantor ("**Grantor**"), and its successors and assigns. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement (defined below).

WHEREAS, reference is made to that certain Intellectual Property Security Agreement dated as of August 31, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") by and between Grantor and Bank;

WHEREAS, pursuant to the Security Agreement, Grantor granted security interests in the Intellectual Property Collateral (defined below) to Bank.

WHEREAS, the Security Agreement was duly recorded with the United States Patent and Trademark Office on August 31, 2010 at Trademark Reel/Frame Numbers 4423/589.

WHEREAS, Bank now desires to terminate and release its security interest in and lien on the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby terminates, releases, and discharges fully its security interest in and lien on the Intellectual Property Collateral as granted pursuant to the Security Agreement, and Bank reconveys, transfers, and assigns to Grantor and its successors and assigns any rights Bank may have in the Intellectual Property Collateral pursuant to or in connection with the Security Agreement.

For purposes of this Release, "**Intellectual Property Collateral**" means any and all right, title, and interest of Grantor and its successors and assigns in, to and under all of its intellectual property, including without limitation, the following, in each case whether now or hereafter existing, whether now owned or hereafter developed or acquired and wherever the same may be located:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the "**Copyrights**");
2. Any and all trade secrets, inventions, know-how, technology and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the "**Patents**");

5. Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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IN WITNESS WHEREOF, Bank has caused this Release of Intellectual Property Security Interest to be duly executed and delivered by its duly authorized representative as of the date first above written.

SILICON VALLEY BANK

By: 

Name: Kieran M. O'Connor

Title: Senior Advisor

**SCHEDULE C
TO
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Trademarks:

MARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
CAMBRIDGE NANOTECH INCORPORATED (BLOCK)	US	3071017	3/21/2006
CAMBRIDGE NANOTECH (BLOCK)	EP	8171894	12/24/2009

Trademark Applications:

MARK	COUNTRY	SERIAL NUMBER	FILING DATE
SAVANNAH (BLOCK)	US	77769407	6/26/2009
SAVANNAH (BLOCK)	EP	009256694	7/25/2010
PHOENIX (BLOCK)	US	77851853	10/19/2009
PHOENIX (BLOCK)	EP	009005281	4/6/2010
FIJI (BLOCK)	US	77851927	10/19/2009
FIJI (BLOCK)	EP	009080748	5/5/2010
TAHITI	US	77851943	10/19/2009
TAHITI	EP	9152711	6/4/2010
ALD SHIELD	US	77877116	11/20/2009
SIMPLY ALD	US	85/015905	2/16/2010

Trademark Licenses: NONE

QMM_US:71185846