

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Voluntary Surrender of Collateral		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Five Star Technologies, Inc.		06/21/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CFC Investors, LLC		
Street Address:	1801 East Ninth Street		
Internal Address:	Suite 1700		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77193312	ELECTROSPERSE	
Serial Number:	77193309	ELECTROSPERSE	
Serial Number:	77719701	ELECTROSPERSE THE FUTURE OF FUNCTIONAL I	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216.363.4677		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	30845-40		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	03/25/2015		

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Total Attachments: 6

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VOLUNTARY SURRENDER OF COLLATERAL AGREEMENT

THIS VOLUNTARY SURRENDER AGREEMENT (this "Agreement") is entered into effective as of June 21, 2011, by and between **CFC Investors, LLC**, an Ohio limited liability company (the "Secured Party"), and **Five Star Technologies, Inc.**, a Delaware corporation ("Borrower"). Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Credit Agreement (as defined below).

RECITALS:

A. Borrower entered into that certain Credit Agreement, dated October 5, 2007 (as the same has been and may from time to time be amended or modified, the "Credit Agreement"), with MMV Financial Inc., a Canadian finance company ("Original Lender"), pursuant to which, among other things, Original Lender made available to Borrower a credit facility in an aggregate principal amount equal to Two Million Dollars (\$2,000,000) (the "Loan").

B. In connection with the Loan, Borrower executed in favor of Original Lender that certain Promissory Note, dated October 5, 2007 (the "Note"), in the original principal amount of Two Million Dollars (\$2,000,000).

C. To secure its obligations under the Note, Borrower executed in favor of Original Lender that certain General Security Agreement, dated October 5, 2007 (the "Security Agreement"), pursuant to which Borrower granted to Original Lender a lien on and a security interest in all of Borrower's assets and personal property (the "Collateral").

D. The Credit Agreement, the Security Agreement and the Note, together with all other agreements, instruments or documents of any kind delivered or executed in connection with the Loan are referred to collectively as the "Loan Documents."

E. Borrower, Original Lender and the Secured Party entered into that certain Loan Sale Agreement, dated November 23, 2010, pursuant to which Secured Party purchased from Original Lender, and Original Lender sold to Secured Party, all of Original Lender's right, title and interest in, to and under the Loan, the Loan Documents and the Collateral.

F. In connection with its acquisition of the Loan and the Loan Documents, the Secured Party filed a financing statement with the office of the Secretary of State of the State of Delaware, which financing statement perfects a security interest in favor of the Secured Party in the Collateral under Article 9 of the Uniform Commercial Code enacted by the State of Delaware (Title 6, Subtitle I, Article 9 of the Delaware Code) as in effect as of the date hereof (the "UCC").

G. As a result of certain Events of Default that have occurred and are continuing under the Loan Documents, the Secured Party is legally entitled to take possession of the Collateral pursuant to the terms of the Loan Documents and Article 9 of the UCC.

H. Borrower desires to voluntarily surrender the Collateral to the Secured Party, and the Secured Party desires to accept possession of the Collateral, subject to the terms and conditions contained herein, to enforce its rights under the Loan Documents and the UCC as a secured creditor.

NOW, THEREFORE, in light of the foregoing, the parties hereby as follows:

AGREEMENT

1. Acknowledgments by Borrower. Borrower hereby acknowledges and agrees to the following:

(a) Indebtedness. As of the date of this Agreement, Borrower is indebted to the Secured Party in the aggregate amount of Two Hundred Sixty Six Thousand Three Hundred Fifteen and ⁰⁶/₁₀₀ Dollars \$(266,315.06), and the principal portion thereof continues to accrue interest at the rate provided in the Loan Documents, together with fees, costs and expenses including those described in the UCC and including reasonable attorneys' fees (collectively, the "Indebtedness"). Borrower further acknowledges and agrees that the Indebtedness has not been forgiven, is a legal, valid and binding obligation of Borrower, enforceable in accordance with its terms, and that there are no defenses, counter-claims or setoffs with respect thereto.

(b) Collateral. Borrower agrees and acknowledges that the Indebtedness is secured by a legal, valid, binding, perfected and enforceable security interest in the Collateral.

(c) Default. Borrower acknowledges and agrees that Borrower is in default under the Loan Documents, and that the full amount of the Indebtedness is now due and owing.

2. Voluntary Surrender of the Collateral. Borrower hereby turns over, voluntarily surrenders and delivers possession to the Secured Party, as a secured creditor under the UCC, all of the Collateral (the "Surrendered Collateral"). The Secured Party accepts the Surrendered Collateral of the Collateral, subject to the terms and conditions contained herein. The Secured Party has the authority to and may, in its sole discretion: (a) sell or liquidate (in whole or in part), use, operate, or otherwise deal with the Collateral in accordance with the terms of the Loan Documents, this Agreement and as provided by applicable law; (b) take such action as it deems appropriate to indicate that it has taken possession of the Collateral; and (c) convey all of Borrower's right, title and interest in and to the Collateral in accordance with the UCC. Without limiting the foregoing, the Secured Party may collect the proceeds of the Collateral and apply it to the Indebtedness.

3. Sale of Surrendered Collateral. Borrower agrees that it will cooperate fully with the Secured Party in the Secured Party's arrangements for the disposition of the Surrendered Collateral. Borrower hereby waives any and all notice of the time, place, terms, manner and any other details of any proposed public or private sale or any proposal by the Secured Party to retain the Surrendered Collateral in satisfaction of the Indebtedness. Borrower also waives any right to object to any proposed public or private sale or other disposition of Surrendered Collateral, and waives any time period in which Borrower may make such objection.

4. Waiver of Rights. Borrower acknowledges that the sale in whole or in part of the Surrendered Collateral by the Secured Party is a lawful enforcement of the Secured Party's rights under the Loan Documents and applicable law, and renounces and waives: (a) the right to notification of disposition of the Surrendered Collateral under Section 9-611 of the UCC; and (b) all rights of redemption of the Surrendered Collateral under Section 9-623 of the UCC.

5. Representations and Warranties of Borrower. Borrower represents and warrants to the Secured Party as follows:

(a) Borrower has the requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) Borrower has duly and validly executed and delivered this Agreement.

(c) This Agreement constitutes the valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(d) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, will constitute a violation of or be in conflict with or constitute a default under any term or provision of any agreement or instrument to which Borrower is a party or by which Borrower or the Surrendered Collateral may be bound. No consent, approval or authorization from any third party is required for Borrower to consummate the transactions contemplated hereby.

(e) Borrower has obtained all approvals from its board of directors, and all other corporate approvals, if any, necessary for the due and valid authorization of Borrower's execution, delivery and performance of this Agreement and the voluntary surrender of the Surrendered Collateral.

The foregoing representations and warranties of Borrower shall survive the payment of the voluntary surrender of the Surrendered Collateral.

6. Miscellaneous.

(a) Effect of Agreement. Borrower agrees that this Agreement and the voluntary surrender of the Surrendered Collateral provided for herein, do not in any manner nullify, extinguish, satisfy, release, discharge, constitute a novation or otherwise affect the obligations of Borrower to the Secured Party under the Loan Documents.

(b) Limitation of Liability. Neither the Secured Party nor any of its affiliates, managers, officers, members, employees, attorneys or agents shall be liable to Borrower for any action taken, or omitted to be taken, by it or them or any of them under this Agreement or in connection therewith, except that no person shall be relieved of any liability imposed by law for gross negligence or willful misconduct. No claim may be made by Borrower against the Secured Party, or any of its affiliates, managers, officers, members, employees, attorneys or agents for any special, indirect, consequential or punitive damages in respect of any breach or wrongful conduct (whether the claim is based on contract or tort or duty imposed by law) arising out of or related to the transactions contemplated by this Agreement or any act, omission or event occurring in connection therewith, provided that such breach, wrongful conduct, act, omission, or event does not constitute bad faith, willful misconduct, or fraud of the Secured Party, or any of its affiliates, managers, officers, members, employees, attorneys or agents. Borrower hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its or their favor.

(c) Amendments. No amendment, modification, termination or waiver of any provision of this Agreement shall be effective without the written agreement of the parties hereto, and then only to the extent specifically set forth in such writing.

(d) Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

(e) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of law principles. The parties agree that any action, suit or proceeding at law, in equity or otherwise which in any way arises out of or relates to this Agreement or the transactions contemplated hereby shall be brought solely in the state or federal courts in Cuyahoga County, Ohio and all objections to personal jurisdiction and venue in any action, suit or proceeding so commenced are hereby expressly waived by all parties hereto.

(f) Entire Agreement. This Agreement contains the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any prior understandings and agreements between the parties respecting such subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties with respect to the subject matter of this Agreement other than as set forth herein. This Agreement may be modified only in writing executed and delivered by all the parties.

(g) Further Assurances. Each party covenants and agrees to execute and deliver such further consents, certificates, affidavits, agreements, instruments and other documents as the other party reasonably requests to effectuate the provisions of this Agreement.

(h) Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(i) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective upon the execution of a counterpart hereof by each of the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Voluntary Surrender of Collateral Agreement as of the date first above written.

CFC INVESTORS, LLC,
an Ohio limited liability company


By: Industrial Technology Ventures, L.P.,
its manager

By: ITV Management Company, LLC,
its managing partner

By: _____
Name: Paul R. DiBella
Title: Managing Director

("Secured Party")

FIVE STAR TECHNOLOGIES, INC.,
a Delaware corporation

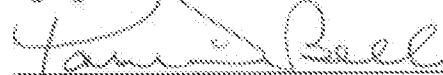
By: 
Name: ~~Timothy E. Fahey~~ *Attorney for Five Star*
Title: ~~President and Chief Executive Officer~~ *Technologies,*
E. Elizabeth A. DeHoy *as specifically authorized*
("Borrower") *by Board of Directors*
to execute document
on behalf of Five
STAR Technologies, Inc.

IN WITNESS WHEREOF, the parties have executed this Voluntary Surrender of Collateral Agreement as of the date first above written.

CFC INVESTORS, LLC,
an Ohio limited liability company

By: Industrial Technology Ventures, L.P.,
its Manager

By: ITV Management Company, LLC,
its Managing General Partner

By: 
Name: Paul R. DiBella
Title: Manager

("Secured Party")

FIVE STAR TECHNOLOGIES, INC.,
a Delaware corporation

By: _____
Name: Timothy E. Fahey
Title: President and Chief Executive Officer

("Borrower")