

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VENTURE LENDING AND LEASING IV, INC.		05/18/2017	Corporation: MARYLAND
VENTURE LENDING AND LEASING V, INC.		05/18/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	SUB-ONE TECHNOLOGY, INC.		
Street Address:	4464 WILLOW ROAD, BLDG. 103		
City:	PLEASANTON		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3738747	SUB-ONE TECHNOLOGY SUB ONE	
Registration Number:	3738744	SUB-ONE	
Registration Number:	3315566	SUB-ONE TECHNOLOGY	
Registration Number:	3333391	INNERARMOR	
Serial Number:	77587530	OUTERARMOR	
CORRESPONDENCE DATA			
Fax Number:	4055532855		
<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:	405.553.2828		
Email:	okcipdocketing@hallestill.com		
Correspondent Name:	HALL ESTILL HARDWICK GABLE GOLDEN & NELS		
Address Line 1:	100 North Broadway, Suite 2900		
Address Line 4:	Oklahoma City, OKLAHOMA 73102		
NAME OF SUBMITTER:	Bryan A. Fuller		
SIGNATURE:	/Bryan A. Fuller/		
DATE SIGNED:	05/25/2017		

OP \$140.00 3738747

Total Attachments: 23

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS AND PATENTS**

WHEREAS, SUB-ONE TECHNOLOGY, INC., a California corporation (the "*Grantor*"), is the owner of record of the trademark and applications listed on the attached Exhibit A, now issued or pending in the United States Patent and Trademark Office (the "*Trademarks*"); and is the owner of record of the patents and patents issued from certain patent applications listed on the attached Exhibit B, now issued or pending in the United States Patent and Trademark Office (the "*Patents*"); and

WHEREAS, the Grantor entered into that a Security Agreement dated November 20, 2009 (the "*Security Agreement*"), between the Grantor and VENTURE LENDING AND LEASING IV, INC. ("VLL4") and VENTURE LENDING AND LEASING V, INC. ("VLL5"), both Maryland corporations, (referred to hereinafter as "*Original Secured Party*"), a true and correct copy of which was recorded by the United States Patent and Trademark Office for the Patents on December 18, 2009, at Reel 23703, Frame 0045 and recorded by the United States Patent and Trademark Office for the Trademarks on December 18, 2009, at Reel 4121, Frame 0515;

WHEREAS, the Original Secured Party assigned its secured indebtedness of the Grantor, which included the Patents and Trademarks secured by the Security Agreement, to FLINT ENERGY SERVICES INC., an Oklahoma corporation (the "*Assignee Secured Party*") via a Note Purchase Agreement dated as of October 31, 2011 attached hereto as Exhibit C and an Assignment and Assumption of Loan Documents dated as of October 31, 2011 attached hereto as Exhibit D;

WHEREAS, the Assignee Secured Party desires to release its security interest in the Trademarks and Patents and terminate the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignee Secured Party hereby:

1. releases and reassigns to the Grantor and its successors and assigns any and all liens, security interests, right, title and interest of Assignee Secured Party pursuant to the Security Agreement in the Trademarks and applications more fully described on Exhibit A, without recourse or representation or warranty, express or implied; and

2. releases and reassigns to the Grantor and its successors and assigns any and all liens, security interests, right, title and interest of Assignee Secured Party pursuant to the Security Agreement in the Patents more fully described on Exhibit B, without recourse or representation or warranty, express or implied; and

3. authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.

IN WITNESS WHEREOF, Assignee Secured Party has caused this Termination of Security Interest in Trademarks and Patents to be signed by its duly authorized representative as of this 18th day of May 2017.

Assignee Secured Party:
FLINT ENERGY SERVICES INC.

By: Brett Gross
Name: Brett I. Gross
Title: Vice President

APPENDIX A

Trademarks

Registration Number	Mark	Serial Number	Filing Date	Issue Date
3738747	sub one Sub-One Technology	77583413	10/01/2008	01/19/2010
3738744	SUB-ONE	77582612	09/30/2008	01/19/2010
3315566	Sub-One Technology	77021117	10/13/2006	10/23/2007
3333391	InnerArmor	77021105	10/13/2006	11/13/2007
Abandoned	OUTERARMOR	77587530	10/07/2008	N/A

APPENDIX B

Patents

Patent Number	Title	Serial Number	Issue Date
7,838,793	SYSTEM AND METHOD FOR TREATING SURFACES OF COMPONENTS	11/490,688	11/23/2010
7,838,085	METHOD FOR DIRECTING PLASMA FLOW TO COAT INTERNAL PASSAGEWAYS	12/252,846	11/23/2010
7,629,031	PLASMA ENHANCED BONDING FOR IMPROVING ADHESION AND CORROSION RESISTANCE OF DEPOSITED FILMS	12/006,188	12/08/2009
8,394,197	CORROSION-RESISTANT INTERNAL COATING METHOD USING A GERMANIUM-CONTAINING PRECURSOR AND HOLLOW CATHODE TECHNIQUES	12/218,119	03/12/2013
8,343,593	METHOD OF COATING INNER AND OUTER SURFACES OF PIPES FOR THERMAL SOLAR AND OTHER APPLICATIONS	12/465,494	01/01/2013
8,105,660	METHOD FOR PRODUCING DIAMOND-LIKE CARBON COATINGS USING PECVD AND DIAMONDOID PRECURSORS ON INTERNAL SURFACES OF A HOLLOW COMPONENT	12/113,256	01/31/2012
7,626,135	ELECTRODE SYSTEMS AND METHODS OF USING ELECTRODES	11/431,358	12/01/2009
7,608,151	METHOD AND SYSTEM FOR COATING SECTIONS OF INTERNAL SURFACES	11/074,906	10/27/2009
7,541,069	METHOD AND SYSTEM FOR COATING INTERNAL SURFACES USING REVERSE-FLOW CYCLING	11/074,252	06/02/2009
7,300,684	METHOD AND SYSTEM FOR COATING INTERNAL SURFACES OF PREFABRICATED PROCESS PIPING IN THE FIELD	10/891,983	11/27/2007
7,444,955	APPARATUS FOR DIRECTING PLASMA FLOW TO COAT INTERNAL PASSAGEWAYS	10/850,474	11/04/2008

APPENDIX C

NOTE PURCHASE AGREEMENT

This Note Purchase Agreement (this "Agreement") is made as of October 31, 2011, by and among FLINT ENERGY SERVICES INC. (the "Buyer"), and VENTURE LENDING & LEASING IV, INC., a Maryland corporation ("VLL4") and VENTURE LENDING & LEASING V, INC., a Maryland corporation ("VLL5") (VLL4 and VLL5 to be referred to herein, collectively, as "Sellers").

RECITALS

A. Sellers are owners of certain secured indebtedness of Sub-One Technology, Inc., a California corporation ("Sub-One") held by VLL4 under that certain Loan and Security Agreement and Supplement thereto, both dated as of February 8, 2007, as amended by Amendment No. 1 to Loan Documents, dated as of November 20, 2009 (collectively with other related documents, the "2007 Agreement"), and held by VLL4 and VLL5 under that certain Loan and Security Agreement and Supplement thereto, both dated as of May 23, 2008, as amended by Amendment No. 1 to Loan Documents ("Amendment No. 1"), dated as of November 20, 2009 (collectively with other related documents, the "2008 Agreement"). The 2007 Agreement and the 2008 Agreement to be referred to herein, collectively, as the "VLL Agreements". All capitalized terms used herein and not otherwise defined shall have the same meanings herein as in the VLL Agreements, as the context requires.

B. VLL4's parent company, Venture Lending & Leasing IV, LLC, a Delaware limited liability company, is the holder of: (i) a warrant to purchase shares of Sub-One's Series B Preferred Stock issued on February 8, 2007, subsequently adjusted to become a warrant to purchase shares of Series D-1 Preferred Stock; and (ii) a warrant to purchase shares of Sub-One's Series C Preferred Stock issued on May 23, 2008, subsequently adjusted to become a warrant to purchase shares of Series D-1 Preferred Stock (collectively, the "VLL4 Warrants"). In connection with the consummation of the transactions contemplated by this Agreement, Buyer has required that the VLL4 Warrants be transferred to the Buyer, and Sub-One and the Sellers desire to enter into this Agreement providing for the transfer of the VLL4 Warrants to the Buyer.

C. VLL5's parent company, Venture Lending & Leasing V, LLC, a Delaware limited liability company, is the holder of a warrant to purchase shares of Sub-One's Series C Preferred Stock issued on May 23, 2008, subsequently adjusted to become a warrant to purchase shares of Series D-1 Preferred Stock (the "VLL5 Warrant"). In connection with the consummation of the transactions contemplated by this Agreement, Buyer has required that the VLL5 Warrant be transferred to the Buyer, and Sub-One and the Sellers desire to enter into this Agreement providing for the transfer of the VLL5 Warrant to the Buyer.

D. The Loans advanced by Sellers under the VLL Agreements and all other Obligations of Sub-One to the Sellers are secured by security interests in the Collateral granted to Sellers by Sub-One in accordance with the terms of the VLL Agreements and also by security interests in the Intellectual Property of Sub-One set forth in that certain Intellectual Property Security Agreement, dated as of November 20, 2009 in favor of Sellers (the "IP Security Agreement"). The Loans are further evidenced by certain promissory notes made by Sub-One in

favor of Sellers, as such notes have been amended by Amendment No. 1 and are more particularly described on Exhibit A hereto (collectively, the "Notes").

E. The Sellers have filed certain UCC-1 Financing Statements in California (the "Financing Statements") and have filed the IP Security Agreement with the United States Patent and Trademark Office to perfect the security interests granted under the Loan Documents. The Financing Statements, together with the VLL Agreements, the IP Security Agreement, the VLL4 Warrants, the VLL5 Warrant and the Notes to be referred to herein, collectively, as the "Loan Documents".

F. The parties have reached an understanding that Buyer will purchase the Notes from Sellers, upon and subject to the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby covenant and agree as follows:

1. Purchase of the Notes. Each Seller severally agrees to sell its Notes to Buyer, and Buyer shall purchase the Notes from Sellers upon the terms and conditions hereinafter set forth. Contingent upon and effective at the Closing (as hereinafter defined), each Seller hereby assigns and transfers to Buyer, and Buyer hereby accepts such assignment and transfer all of such Seller's rights under and interest in each of the Loan Documents. Upon consummation of the Closing, Sellers acknowledge that they will have no claims of any kind against Sub-One under the Loan Documents or for any other reason; provided, however, that Sellers shall retain any rights of indemnification described in Section 24 of this Agreement.

2. Purchase Price. The aggregate purchase price from Buyer (the "Purchase Price") for the Notes and all of Sellers' rights pursuant to the Loan Documents (excluding the VLL4 Warrants and the VLL5 Warrant) shall be \$333,085.37, payable in cash at Closing. The only consideration received for the transfer of the VLL4 Warrants and the VLL5 Warrant is the execution hereof.

3. Payment of Purchase Price. The Purchase Price shall be delivered to Sellers by federal wire transfer at the Closing. The Purchase Price shall be allocated among Sellers as separately agreed among themselves. The Purchase Price shall be deemed paid upon delivery to Sellers pursuant to wire transfer instructions provided to Buyer prior to Closing.

4. Closing. The Closing ("Closing") of the purchase of the Notes hereunder, and the assignment of Seller's rights in and to the Loan Documents, shall take place at the offices of Buyer on or before October 31, 2011 (the "Closing Date").

5. Without Recourse. Except as set forth in this Agreement, the sale and transfer by each Seller of its Notes to Buyer shall be without recourse to Sellers, and each Note shall be endorsed by the applicable Seller to the Buyer to that effect.

6. Closing Deliveries. At or prior to the Closing, each Seller shall deliver to Buyer, against payment of the Purchase Price: (i) copies of its Notes, duly endorsed to the order of Buyer, without recourse, subject to the terms of this Agreement (with originals to be delivered to Buyer promptly after the Closing Date); and (ii) an assignment to Buyer of all of each Seller's

right, title and beneficial interest in, to and under the Loan Documents, together with authority to file UCC-1s and/or UCC-2s effectuating the assignment and authority to terminate any additional financing statements wherever filed.

7. Conditions to Buyer's Obligations. Buyer's obligation to close hereunder shall be conditioned upon each Seller's performance of all of such Seller's obligations hereunder.

8. Conditions to Seller's Obligations. Each Seller's obligation to close hereunder shall be conditioned upon Buyer's performance of all Buyer's obligations hereunder.

9. Seller Representations. Each Seller represents and warrants, severally as to itself, to Buyer that:

(a) Such Seller has full power and authority to execute, deliver and perform this Agreement;

(b) Such Seller is the owner and holder of all right, title and interest in and to its Note and all of its right, title and beneficial interest in, to and under the Loan Documents, and hereby transfers the same to Buyer free and clear of any liens, claims or encumbrances;

(c) This Agreement constitutes a legal, valid and binding obligation of such Seller enforceable against such Seller in accordance with its terms, except as enforceability to be limited by bankruptcy, insolvency or other similar laws relating to or affecting the rights of creditors and to general principles of equity;

(d) Each Seller, as to itself: (i) has a valid and perfected security interest, enforceable in accordance with its terms and applicable laws, in the Collateral, as defined in the Loan Documents, to the extent such security interests may be perfected by the filing of financing statements under the Uniform Commercial Code and filings with the United States Patent and Trademark Office, with priority over all other security interests (other than Permitted Liens); (ii) the unpaid obligations of Sub-One represented by the Notes, as amended by Amendment No. 1, total \$333,085.37 as of the date hereof; and (iii) the Loan Documents are enforceable against Sub-One in accordance with the terms of the Loan Documents, except as enforceability may be limited by bankruptcy, insolvency or other similar laws relating to or affecting the rights of creditors and to general principles of equity; and

(e) Neither the execution and delivery of this Agreement nor the consummation of the sale of the Notes hereunder will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating any other rights under the Loan Documents or any other agreement to which Seller is a party or any of its properties is subject or by which it is bound or any court order to which Seller is a party or by which it is bound, or any statute, rule, law or regulation to which Seller is subject.

10. Buyer Representations. Buyer represents and warrants to Sellers that:

(a) Buyer has full power and authority to execute, deliver and perform this Agreement;

(b) This Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws relating to or affecting the rights of creditors and to general principles of equity;

(c) Neither the execution and delivery of this Agreement nor the consummation of the purchase of the Notes hereunder will (i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating any other rights under any agreement to which Buyer is a party or any of its properties is subject or by which it is bound or any court order to which Buyer is a party or by which it is bound or (ii) require the approval, authorization or act of, or the making by Buyer of any declaration, filing or registration, with any person or entity; and

(d) Buyer (i) is a sophisticated entity with respect to the purchase of the Notes and the interests of Sellers under the Loan Documents, (ii) is able to bear the economic risk associated with the purchase of the Notes, (iii) has adequate information concerning the business and financial condition of Sub-One to make an informed decision regarding the purchase of the Notes and the interests of Sellers under the Loan Documents, (iv) has such knowledge and experience, and has made investments of a similar nature, so as to be aware of the risks and uncertainties inherent in the purchase of rights of the type contemplated in this Agreement, (v) has received copies of, or has had access to, all of the Loan Documents prior to the date hereof, and (vi) has independently and without reliance upon any Seller or its agents, and based on such information as Buyer has deemed appropriate, made its own analysis and decision to enter into this Agreement. Buyer acknowledges that no Seller or any of its agents has given Buyer any investment advice, credit information or opinion on whether the purchase of the Notes is prudent.

11. Survival of Representations, Warranties and Indemnities. All representations, warranties and indemnities contained herein shall survive the execution and delivery of this Agreement, and the Closing hereunder.

12. Acknowledgement by Buyer Regarding Collateral. Buyer acknowledges that Sellers are not the owners of the Collateral and that Sellers make no warranty or representation whatsoever with respect to (i) the collectability of the Notes; (ii) the creditworthiness of Sub-One; or (iii) the condition, adequacy, value or state of title of the Collateral, other than as represented by Sellers in Section 9(d) above.

13. Successors/Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

14. Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of California.

15. Counterparts. This Agreement may be signed in counterparts and via facsimile (or other means of electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Amendments. This Agreement may not be amended, modified or supplemented except by a writing signed by all parties.

17. Time of the Essence. Time is of the essence in the performance of this Agreement. Sellers reserve the right to terminate this Agreement if the Closing has not occurred on or before October 31, 2011.

18. Additional Actions. The parties will execute such other and further instruments and documents and take such other and further actions as may be reasonably required or necessary to carry out the intent of this Agreement.

19. Complete Agreement. This Agreement contains the entire agreement by the parties with respect to the matters covered herein and supersedes any prior agreement or understanding, oral or written, of the parties with respect to such matters.

20. Headings. The section headings contained in this Agreement are included for convenience of reference only and are not intended by the parties to be part of or to affect the meaning or interpretation of this Agreement.

21. Attorneys' Fees. If any action at law, in equity or by way of arbitration is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

22. No Brokers. Each party represents to the other that no broker has been involved in this transaction. If any claims for brokerage commissions or finder's fees or like payment arise out of or in connection with the transaction provided herein, and in the event any claim is made, all such claims shall be handled and paid by the party whose actions or alleged commitment form the basis of such claim. Each party whose actions or alleged commitment form the basis of a claim shall indemnify and hold harmless the other party from and against any and all claims or demands with respect to any such other brokerage fees or agent's commissions or other compensation asserted by any person, firm, or corporation in connection with this Agreement or the transaction contemplated hereby.

23. Confidentiality. Each party and its representatives shall hold in strictest confidence all data and information obtained with respect to Sub-One, the Notes, the Sellers and the Buyer, and their respective businesses, whether obtained before or after the execution and delivery of this Agreement, and shall not use such data or information or disclose the same to others. Each party acknowledges that, in the event it and/or any of its representatives breach any of the provisions of this Section 23, or threaten or attempt to do so, the other party would be irreparably harmed. Accordingly, each party agrees in advance to the granting of injunctive or other equitable relief in favor of the harmed party without proof of actual damages. Such injunctive or equitable relief will not be the exclusive remedy for a breach of this Section 23, but will be in addition to all other remedies available at law or in equity.

24. Indemnification Rights. Each party hereto agrees to indemnify and defend the other parties from and against any claims relating to a breach by such party of any representation, warranty or covenant made by it in this Agreement. Each Seller agrees to indemnify and defend Buyer from and against any claims asserted against Buyer after the Closing Date based on acts or omissions on the part of such Seller prior to the Closing with respect to its Notes or the Collateral purchased under this Agreement. Buyer agrees to indemnify and defend Sellers from and against any claims asserted against Sellers after the Closing Date based on acts or omissions on the part of Buyer after the Closing with respect to the Notes or the Collateral purchased under this Agreement. Notwithstanding the assignment to Buyer by Sellers of their respective rights under the Loan Documents, each party hereto shall retain (as against Sub-One) any rights to indemnification or exculpation from Sub-One that would otherwise be available to such party under Section 9.7 of the VLL Agreements with respect to actions, omissions or events which occurred before or after the Closing.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, and it shall be effective as of the later of such dates.

Date: October 31, 2011

BUYER:

FLINT ENERGY SERVICES INC.

By: [Signature]
Name: Larry L. Cooper
Title: Vice President Acting A/E/E/M

Date: October __, 2011

SELLER:

VENTURE LENDING & LEASING IV, INC.,
a Maryland corporation

By: _____
Name: _____
Title: _____

Date: October __, 2011

SELLER:

VENTURE LENDING & LEASING V, INC.,
a Maryland corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, and it shall be effective as of the later of such dates.

Date: October __, 2011

BUYER:

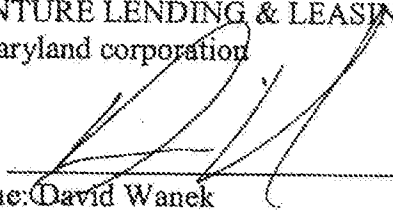
FLINT ENERGY SERVICES INC.

By: _____
Name: _____
Title: _____

Date: October 31, 2011

SELLER:

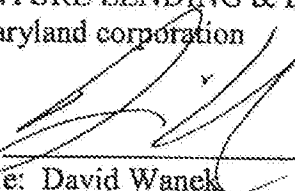
VENTURE LENDING & LEASING IV, INC.,
a Maryland corporation

By:  _____
Name: David Wanek
Title: Vice President

Date: October 31, 2011

SELLER:

VENTURE LENDING & LEASING V, INC.,
a Maryland corporation

By:  _____
Name: David Wanek
Title: Vice President

CONSENT OF SUB-ONE

The purchase of the Notes and the assignment and transfer of the Loan Documents as provided herein are acknowledged and consented to by the undersigned.

SUB-ONE TECHNOLOGY, INC.

By: DR

Name: Dore Rosenblum

Title: CEO and President

EXHIBIT "A" to Note Purchase Agreement

1. Promissory Note No. 4309-001 dated February 13, 2007 in the original principal amount of \$1,300,000 issued to VLL4.
2. Promissory Note No. 4309-002 dated February 13, 2007 in the original principal amount of \$1,200,000 issued to VLL4.
3. Promissory Note No. 4309-003 dated July 31, 2007 in the original principal amount of \$700,000 issued to VLL4.
4. Promissory Note No. 4309-004 dated November 30, 2007 in the original principal amount of \$750,000 issued to VLL4.
5. Promissory Note No. 4426-001 dated November 30, 2007 in the original principal amount of \$550,000 issued to VLL4.
6. Promissory Note No. 4481-001 dated May 30, 2008 in the original principal amount of \$300,000 issued to VLL4.
7. Promissory Note No. 4481-002 dated May 30, 2008 in the original principal amount of \$287,500 issued to VLL4.
8. Promissory Note No. 4481-003 dated August 15, 2008 in the original principal amount of \$65,000 issued to VLL4.
9. Promissory Note No. 4481-004 dated August 15, 2008 in the original principal amount of \$97,500 issued to VLL4.
10. Promissory Note No. 5164-001 dated May 30, 2008 in the original principal amount of \$300,000 issued to VLL5.
11. Promissory Note No. 5164-002 dated May 30, 2008 in the original principal amount of \$287,500 issued to VLL5.
12. Promissory Note No. 5164-003 dated August 15, 2008 in the original principal amount of \$65,000 issued to VLL5.
13. Promissory Note No. 5164-004 dated August 15, 2008 in the original principal amount of \$97,500 issued to VLL5.

APPENDIX D

**ASSIGNMENT AND ASSUMPTION
OF
LOAN DOCUMENTS**

This Assignment and Assumption of Loan Documents is made as of October 31, 2011, by and among FLINT ENERGY SERVICES INC. (the "Buyer"), and VENTURE LENDING & LEASING IV, INC., a Maryland corporation ("VLL4"), and VENTURE LENDING & LEASING V, INC., a Maryland corporation ("VLL5") (VLL4 and VLL5 to be referred to herein, collectively, as "Sellers").

Recitals

A. Buyer and Sellers are parties to that certain Note Purchase Agreement dated as of October 31, 2011 (the "Purchase Agreement"), pursuant to which each Seller has agreed to sell, assign and transfer to Buyer, and Buyer has agreed to purchase, accept and assume, all of Sellers' rights, title and interests in and to certain secured indebtedness of Sub-One Technology, Inc., a California corporation ("Sub-One") held by Sellers arising under that certain (i) Loan and Security Agreement and Supplement thereto, both dated as of February 8, 2007, as amended by Amendment No. 1 to Loan Documents, dated as of November 20, 2009, between Sub-One and VLL4 (collectively, with other related documents, the "2007 Agreement"), including the promissory notes made by Sub-One (the "2007 Notes") payable to VLL4 to evidence loans advanced under the 2007 Agreement, and (ii) Loan and Security Agreement and Supplement thereto, both dated as of May 23, 2008, as amended by Amendment No. 1 to Loan Documents, dated as of November 20, 2009, between Sub-One and each of VLL4 and VLL5 (collectively, with other related documents, the "2008 Agreement"), including the promissory notes made by Sub-One (the "2008 Notes") payable to each of VLL4 and VLL5 to evidence loans advanced under the 2008 Agreement. The 2007 Agreement and the 2008 Agreement to be referred to herein, collectively, as the "VLL Agreements" and the 2007 Notes and the 2008 Notes to be referred to herein, collectively, as the "Notes". All capitalized terms used herein and not otherwise defined shall have the same meanings herein as in the VLL Agreements, as the context requires.

B. Pursuant to Section 6 of the Purchase Agreement, each Seller has severally agreed, subject to the conditions precedent set forth therein, to endorse the Notes held by it to Buyer, subject to the terms of the Purchase Agreement, without recourse to such Seller, and to assign to Buyer all of such Seller's rights under the Loan Documents (as defined in the Purchase Agreement) and the Security Documents (as defined in the VLL Agreements) to which such Seller is a party or a beneficiary.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. For good and valuable consideration, the receipt of which is hereby acknowledged, each Seller hereby sells, transfers and assigns to Buyer or its assigns all of such

Seller's rights, title and interests forever, free and clear of all mortgages or liens, charges or encumbrances created by, through or under such Seller, in and under each of the VLL Agreements to which such Seller is a party, and each other Loan Document (as defined therein) including, without limitation, the Notes, the VLL Agreements, the Loan Documents described in the Purchase Agreement, the VLL4 Warrants and VLL5 Warrant described in the Purchase Agreement and the agreements and documents described on Exhibit "A" attached hereto and made a part hereof, and such Seller hereby transfers and conveys to Buyer and its assigns all of such Seller's rights arising thereunder.

2. For good and valuable consideration, the receipt of which is hereby acknowledged, Buyer hereby agrees, for itself and its assigns, to accept the assignment to it by each Seller of such Seller's rights, title and interests in and under the Loan Documents (as defined in the in the Purchase Agreement) and the Security Documents (as defined in the VLL Agreements), to which such Seller is a party or beneficiary.

3. Each Seller hereby appoints Buyer the true and lawful attorney of Seller with full power of substitution in the name of Buyer or in the name of Seller but for the benefit and at the expense of Buyer (i) to take all actions which Buyer may deem proper in order to provide for Buyer the benefits under the VLL Agreements and all Loan Documents described in the Purchase Agreement, including preparing and filing assignments of financing statements and other lien perfection filings or recordings.

4. This Assignment and Assumption of Loan Documents is executed pursuant to, and is subject to the terms of, the Purchase Agreement. This Assignment and Assumption of Loan Documents shall be effective simultaneously with the effectiveness of all transaction documents being executed in connection with the Purchase Agreement. This Assignment and Assumption of Loan Documents may be simultaneously executed in several counterparts, and via facsimile, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.


[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, and it shall be effective as of the later of such dates.

Date: October 31, 2011

BUYER:

FLINT ENERGY SERVICES INC.

By: 
Name: T. L. Cooper
Title: Vice President Acting & Admin.

Date: October __, 2011

SELLER:

VENTURE LENDING & LEASING IV, INC.,
a Maryland corporation

By: _____
Name: _____
Title: _____

Date: October __, 2011

SELLER:

VENTURE LENDING & LEASING V, INC.,
a Maryland corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, and it shall be effective as of the later of such dates.

Date: October __, 2011

BUYER:

FLINT ENERGY SERVICES INC.

By: _____
Name: _____
Title: _____

Date: October 31, 2011

SELLER:

VENTURE LENDING & LEASING IV, INC.,
a Maryland corporation

By: _____
Name: David Wanek
Title: Vice President

Date: October 31, 2011

SELLER:

VENTURE LENDING & LEASING V, INC.,
a Maryland corporation

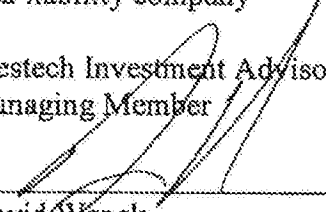
By: _____
Name: David Wanek
Title: Vice President

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, the holder of a Warrant to purchase shares of Sub-One's Series B Preferred Stock issued on February 8, 2007, and a Warrant to purchase shares of Sub-One's Series C Preferred Stock issued on May 23, 2008 hereby sells, assigns and transfers all of the rights of the undersigned under the aforementioned Warrants unto the Buyer.

VENTURE LENDING & LEASING IV, LLC,
a Delaware limited liability company

By: Westech Investment Advisors LLC
Its: Managing Member

By: 
Name: David Wanek
Title: Vice President


Date: October 31, 2011

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, the holder of a Warrant to purchase shares of Sub-One's Series C Preferred Stock issued on May 23, 2008 hereby sells, assigns and transfers all of the rights of the undersigned under the aforementioned Warrant unto the Buyer.

VENTURE LENDING & LEASING V, LLC,
a Delaware limited liability company

By: Westech Investment Advisors LLC
Its: Managing Member

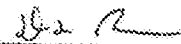
By: 
Name: David Wanek
Title: Vice President

Date: October 31, 2011

CONSENT OF SUB-ONE

The foregoing assignments are acknowledged and consented to by the undersigned.

SUB-ONE TECHNOLOGY, INC.

By: 
Name: Aere Rosenblum
Title: CEO and President

Date: October 31, 2011