

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paladin Capital Management II, LLC		12/23/2004	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AgION Technologies, Inc.		
Street Address:	60 Audubon Road		
City:	Wakefield		
State/Country:	MASSACHUSETTS		
Postal Code:	01880		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2243472	HEALTHSHIELD	
Registration Number:	2220883	KURANSIL	
Serial Number:	76127361	AGION	
Serial Number:	78213026	AGION	
CORRESPONDENCE DATA			
Fax Number:	(202)298-7570		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 625-3538		
Email:	allen.rose@kmzr.com		
Correspondent Name:	Katten Muchin Zavis Rosenman		
Address Line 1:	1025 Thomas Jefferson Street, N.W.		
Address Line 2:	East Lobby, Suite 700		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007		
NAME OF SUBMITTER:	Allen Rose		

CH \$115.00 2243472

Signature:	/allen rose/
Date:	12/28/2004
Total Attachments: 6 source=Termination Trademark#page1.tif source=Termination Trademark#page2.tif source=Termination Trademark#page3.tif source=Termination Trademark#page4.tif source=Termination Trademark#page5.tif source=Termination Trademark#page6.tif	

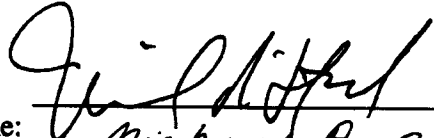
TERMINATION OF TRADEMARK SECURITY AGREEMENT

PALADIN CAPITAL MANAGEMENT II, LLC ("Paladin"), a limited liability company organized and existing under the laws of the State of Delaware, hereby terminates the December 19, 2003 Trademark Security Agreement ("Agreement") between Paladin and AgION Technologies, Inc., a Delaware corporation. A copy of the Agreement is attached.

PALADIN CAPITAL MANAGEMENT II, LLC

Date: December 13, 2009

By:
Name:
Title:



Michael R. Steed
President

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 19th day of December, 2003 by AgION Technologies, Inc., a Delaware corporation ("Grantor"), in favor of Paladin Capital Management II, LLC, in its capacity as Agent for the Lenders parties to the Loan Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, the Grantor is the successor by merger to AgION Technologies (DE) LLC, a Delaware limited liability company, which is the successor by merger to AgION Technologies L.L.C., a Connecticut limited liability company; both mergers occurred on December 30, 2002;

WHEREAS, Grantor and Grantee, among others, are parties to that certain Secured Loan Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof among Grantor, Grantee and the Lenders (as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with all Proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations and liabilities (including, but not limited to, the principal of, and interest on, the Notes, and all indemnities, fees and interest thereon or owed thereunder) of Grantor and the other Loan Parties to Grantee and the Lenders under or pursuant to the Loan Documents, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all Proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringements of any Trademark and (b) injury to the goodwill associated with any Trademark.


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AGION TECHNOLOGIES, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

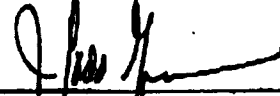
Agreed and Accepted
As of the Date First Written Above

PALADIN CAPITAL MANAGEMENT II, LLC,
as Agent

By: 
Name: Mike Steed
Title: Managing Director

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AGION TECHNOLOGIES, INC., a Delaware corporation

By: 
Name: J. L. KOZLOWSKI
Title: President & CEO

Agreed and Accepted
As of the Date First Written Above

PALADIN CAPITAL MANAGEMENT II, LLC,
as Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement
60234240

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
HEALTHSHIELD	2243472	5/4/99
KURANSIL	2220883	1/26/99

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
AgION (Stylized)	76/127361	9/13/00
AgION (Stylized)	78/213026	2/10/03