

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Powerfile, Inc.		04/14/2004	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Archive Storage Technologies, Inc.		
<b>Street Address:</b>	3350 Thomas Road		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2532801	MEDIAFINDER	
Registration Number:	2659394	POWERFILE	
Registration Number:	2496837	POWERFILE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(650) 988-8500		
<b>Email:</b>	trademark@fenwick.com		
<b>Correspondent Name:</b>	Linda G. Henry, Esq.		
<b>Address Line 1:</b>	801 California Street		
<b>Address Line 2:</b>	Silicon Valley Center		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041		
<b>ATTORNEY DOCKET NUMBER:</b>	24353-00070		
<b>NAME OF SUBMITTER:</b>	Linda G. Henry, Esq.		

CH \$90.00 2532801

Signature:	/lgh/
Date:	04/27/2006
<b>Total Attachments: 8</b> source=Powerfile assignment 1#page1.tif source=Powerfile assignment 1#page2.tif source=Powerfile assignment 1#page3.tif source=Powerfile assignment 1#page4.tif source=Powerfile assignment 1#page5.tif source=Powerfile assignment 1#page6.tif source=Powerfile assignment 1#page7.tif source=Powerfile assignment 1#page8.tif	

**AMENDED AND RESTATED  
SURRENDER OF COLLATERAL**

Powerfile, Inc., a California corporation, f/k/a Starmatix, Inc., ("Debtor"), acknowledges that it is indebted to Scott A. Jones ("Creditor"), in his capacity as assignee of National City Bank of Indiana ("NCB") of that Credit Agreement, Revolving Note, Security Agreement and other loan documents by and between Seller and NCB and dated July 3, 2001 (the "Loan Documents").

Pursuant to that NOTICE OF TERMINATION OF CREDIT AGREEMENT and DEMAND FOR PAYMENT OR SURRENDER OF COLLATERAL dated March 31, 2004, and that NOTIFICATION OF PRIVATE DISPOSITION OF COLLATERAL dated April 1, 2004, and by reason of demand made upon Debtor pursuant to the Loan Documents, Debtor hereby surrenders and delivers to Creditor possession of the assets listed on Exhibit A hereto (the "Collateral").

Debtor does not provide any warranty relating to title, possession, quiet enjoyment, or the like in this surrender, and to the extent applicable under other law, Debtor hereby disclaims any warranty, whether express or implied, including any warranty of quality, merchantability, or fitness for a particular purpose.

IN WITNESS WHEREOF, Debtor has caused this Surrender of Collateral to be executed and delivered, effective as of April 13, 2004.

DEBTOR

POWERFILE, INC., a California corporation

By: MSR Ridenour

Printed: Matthew J Ridenour

Title: CEO

Exhibit A

ACCOUNTS: All "accounts" as such term is defined in the UCC, whether now owned or hereafter acquired or arising; Grantor intends that the term "accounts", as used herein, be construed in its broadest sense, and such term shall include, without limitation, all present and future accounts, accounts receivable and other rights of Grantor to payment for goods sold or leased or for services rendered (except those evidenced by instruments or chattel paper), whether now existing or hereafter arising and wherever arising, and whether or not they have been earned by performance (collectively, "Accounts");

INVENTORY: All "inventory" as defined in the UCC, whether now owned or hereafter acquired or arising; Grantor intends that the term "inventory", as used herein, be construed in its broadest sense, and such term shall include, without limitation, all goods now owned or hereafter acquired by Grantor (wherever located, whether in the possession of Grantor or of a bailee or other person for sale, storage, transit, processing, use, or otherwise and whether consisting of whole goods, spare parts, components, supplies, materials, or consigned, returned or repossessed goods) which are held for sale or lease, which are to be furnished (or have been furnished) under any contract of service or which are raw materials, work in process or materials used or consumed in Grantor's business (collectively, "Inventory");

EQUIPMENT: All "equipment" as such term is defined in the UCC, whether now owned or hereafter acquired or arising; Grantor intends that the term "equipment", as used herein, be construed in its broadest sense, and such term shall include, without limitation, all machinery, all manufacturing, distribution, selling, data processing and office equipment, all furniture, furnishings, appliances, fixtures and trade fixtures, tools, tooling, molds, dies, vehicles, vessels, trucks, buses, motor vehicles and all other goods of every type and description (other than Inventory), in each instance whether now owned or hereafter acquired by Grantor and wherever located (collectively, "Equipment");

GENERAL INTANGIBLES: All "general intangibles" as defined in the UCC, whether now owned or hereafter acquired or arising; Grantor intends that the term "general intangibles", as used herein, be construed in its broadest sense, and such term shall include, without limitation, all rights, interests, choses in action, causes of actions, claims and all other intangible property of Grantor of every kind and nature (other than Accounts), in each instance whether now owned or hereafter acquired by Grantor and however and whenever arising, including, without limitation, all corporate and other business records; all loans, royalties, and other obligations receivable; customer lists, credit files, correspondence, and advertising materials; firm sale orders, other contracts and contract rights; all interests in partnerships and joint ventures; all tax refunds and tax refund claims; all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real or personal property; all payments due or made to Grantor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any person or governmental authority; all deposit accounts (general or special) with any bank or other financial institution, including, without limitation, any deposits or other sums at any time credited by or due to Grantor from NCB; all credits with and other claims against carriers and shippers; all rights to indemnification; all patents, and patent applications (including all reissues, divisions, continuations and extensions); all service marks and service mark applications; all trade

secrets and inventions; all copyrights and copyright applications (including all computer software and related documentation); all rights and interests in and to trademarks, trademark registrations and applications therefor, trade names, corporate names, brand names, slogans, all goodwill associated with the foregoing; all license agreements and franchise agreements, all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interest in trusts; all proceeds of insurance of which Grantor is beneficiary; and all letters of credit, guaranties, liens, security interests and other security held by or granted to Grantor; and all other intangible property, whether or not similar to the foregoing;

**CONTRACT RIGHTS:** All rights and interests in and to any pending or executory contracts, requests for quotations, invitations for bid, agreements, leases and arrangements of which Grantor is a party to or in which Grantor has an interest.

**CHATTEL PAPER, INSTRUMENTS AND DOCUMENTS:** All chattel paper, leases, all instruments, including, without limitation, the notes and debt instruments described in Schedule 1, (the "Pledged Debt"), and all payments thereunder and instruments and other property from time to time delivered in respect thereof or in exchange therefor, and all bills of sale, bills of lading, warehouse receipts and other documents of title, in each instance whether now owned or hereafter acquired by Grantor;

**INTEREST AND CURRENCY CONTRACTS:** Any and all interest rate, commodity or currency exchange agreements or derivative agreements, including without limitation, cap, collar, floor, forward or similar agreements or other rate, currency or price protection arrangements;

**INVESTMENT PROPERTY:** Any and all investment property of the Grantor, including any instruments, certificates of deposit, equity interests or investments of any kind; and

**OTHER PROPERTY:** All property or interests in property now owned or hereafter acquired by Grantor which now may be owned or hereafter may come into the possession, custody or control of NCB any agent or Affiliate of NCB in any way and for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise); and all rights and interests of Grantor, now existing or hereafter arising and however and wherever arising, in respect of any and all (i) notes, drafts, letters of credit, stocks, bonds, and debt and equity securities, whether or not certificated, investment property (as defined in the UCC) and warrants, options, puts and calls and other rights to acquire or otherwise relating to the same; (ii) money; (iii) proceeds of loans, including, without limitation, loans made under the Credit Agreement; and (iv) insurance proceeds and books and records relating to any of the property covered by this Agreement; together, in each instance, with all accessions and additions thereto, substitutions therefore, and replacements, proceeds and products thereof.

INDY 1350675v3

**AMENDED AND RESTATED**  
**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Amended and Restated Bill of Sale and Assignment and Assumption Agreement is made effective as of April 14, 2004 by and between Scott A. Jones ("Seller") and Archive Storage Technologies, Inc., a Delaware corporation ("Purchaser").

**RECITALS:**

**WHEREAS**, Seller is in possession of certain assets and properties of Powerfile, Inc., a California corporation (fka Starmatix, Inc.) pursuant to that certain Surrender of Collateral document executed by Powerfile, Inc. in favor of Seller, effective as of April 13, 2004, as amended and restated, which assets and properties are described on Exhibit A thereto (the "Assets"); and

**WHEREAS**, Seller now desires to transfer the Assets to Purchaser in exchange for (i) 1,735,088 shares of Series A Preferred Stock of Purchaser and one share of Common Stock of Purchaser, all to be issued by Purchaser to Seller simultaneously with the execution hereof in accordance with the terms of that certain Subscription Agreement by and between Seller and Purchaser dated as of the date hereof, and (ii) that certain Promissory Note in the amount of \$350,000 to be issued by Purchaser to Seller simultaneously with the execution hereof;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Conveyance of Assets.** Seller hereby sells, conveys, transfers, assigns and delivers to Purchaser all of his right, title and interest in and to the Assets as of the date hereof.

2. **No Representations or Warranties.** The parties hereto acknowledge and understand that this sale constitutes a disposition of collateral after default pursuant to the Uniform Commercial Code and as such, the Assets are transferred by Seller to Purchaser hereunder "AS IS" and "WHERE IS". SELLER MAKES NO REPRESENTATIONS, AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE ASSETS AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES AS TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE.

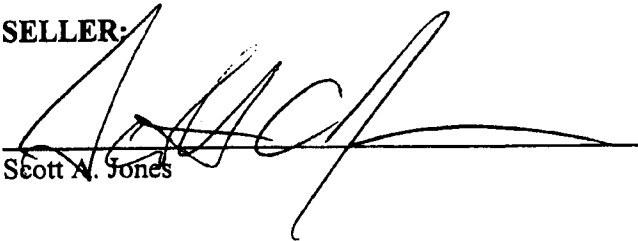
3. **No Third Party Beneficiaries.** Nothing in this Amended and Restated Bill of Sale and Assignment and Assumption Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Purchaser, Seller and their respective successors and assigns, any remedy or claim under or by reason of this Amended and Restated Bill of Sale and Assignment and Assumption Agreement.

4. **Further Assurances.** Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time forthwith upon the request of Purchaser, Seller will promptly execute and deliver, or cause to be executed and delivered, to Purchaser all such further instruments and take all such further action as may be reasonably necessary to transfer to Purchaser, or to perfect or record Purchaser's title to or interest in, or to enable Purchaser to use, the Assets assigned or to be assigned to Purchaser.

5. **Miscellaneous.** This Amended and Restated Bill of Sale and Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice of law provisions, statutes, regulations, or principles of Delaware or any other jurisdiction. This Amended and Restated Bill of Sale and Assignment and Assumption Agreement may be executed in two counterparts, each of which shall be an original and both of which shall together constitute one instrument.

**IN WITNESS WHEREOF,** Seller and Purchaser have executed and delivered this Amended and Restated Bill of Sale and Assignment and Assumption Agreement as of the date first written above.

**SELLER:**



Scott A. Jones

**PURCHASER:**

**ARCHIVE STORAGE TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Tony Kiehn, President

4. **Further Assurances.** Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time forthwith upon the request of Purchaser, Seller will promptly execute and deliver, or cause to be executed and delivered, to Purchaser all such further instruments and take all such further action as may be reasonably necessary to transfer to Purchaser, or to perfect or record Purchaser's title to or interest in, or to enable Purchaser to use, the Assets assigned or to be assigned to Purchaser.

5. **Miscellaneous.** This Amended and Restated Bill of Sale and Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice of law provisions, statutes, regulations, or principles of Delaware or any other jurisdiction. This Amended and Restated Bill of Sale and Assignment and Assumption Agreement may be executed in two counterparts, each of which shall be an original and both of which shall together constitute one instrument.

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Amended and Restated Bill of Sale and Assignment and Assumption Agreement as of the date first written above.

**SELLER:**

\_\_\_\_\_  
Scott A. Jones

**PURCHASER:**

**ARCHIVE STORAGE TECHNOLOGIES, INC.**

By: Tony Kiehn  
Tony Kiehn, President



### Exhibit A

**ACCOUNTS:** All "accounts" (as such term is defined in the UCC) of Powerfile, Inc., whether now owned or hereafter acquired or arising; Seller intends that the term "accounts", as used herein, be construed in its broadest sense, and such term shall include, without limitation, all present and future accounts, accounts receivable and other rights of Powerfile, Inc. to payment for goods sold or leased or for services rendered (except those evidenced by instruments or chattel paper), whether now existing or hereafter arising and wherever arising, and whether or not they have been earned by performance (collectively, "Accounts");

**INVENTORY:** All "inventory" (as defined in the UCC) of Powerfile, Inc., whether now owned or hereafter acquired or arising; Seller intends that the term "inventory", as used herein, be construed in its broadest sense, and such term shall include, without limitation, all goods now owned or hereafter acquired by Powerfile, Inc. (wherever located, whether in the possession of Powerfile, Inc. or of a bailee or other person for sale, storage, transit, processing, use, or otherwise and whether consisting of whole goods, spare parts, components, supplies, materials, or consigned, returned or repossessed goods) which are held for sale or lease, which are to be furnished (or have been furnished) under any contract of service or which are raw materials, work in process or materials used or consumed in Powerfile, Inc.'s business (collectively, "Inventory");

**EQUIPMENT:** All "equipment" (as such term is defined in the UCC) of Powerfile, Inc., whether now owned or hereafter acquired or arising; Seller intends that the term "equipment", as used herein, be construed in its broadest sense, and such term shall include, without limitation, all machinery, all manufacturing, distribution, selling, data processing and office equipment, all furniture, furnishings, appliances, fixtures and trade fixtures, tools, tooling, molds, dies, vehicles, vessels, trucks, buses, motor vehicles and all other goods of every type and description (other than Inventory), in each instance whether now owned or hereafter acquired by Powerfile, Inc. and wherever located (collectively, "Equipment");

**GENERAL INTANGIBLES:** All "general intangibles" (as defined in the UCC) of Powerfile, Inc., whether now owned or hereafter acquired or arising; Seller intends that the term "general intangibles", as used herein, be construed in its broadest sense, and such term shall include, without limitation, all rights, interests, choses in action, causes of actions, claims and all other intangible property of Powerfile, Inc. of every kind and nature (other than Accounts), in each instance whether now owned or hereafter acquired by Powerfile, Inc. and however and whenever arising, including, without limitation, all corporate and other business records; all loans, royalties, and other obligations receivable; customer lists, credit files, correspondence, and advertising materials; firm sale orders, other contracts and contract rights; all interests in partnerships and joint ventures; all tax refunds and tax refund claims; all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real or personal property; all payments due or made to Powerfile, Inc. in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any person or governmental authority; all deposit accounts (general or special) with any bank or other financial institution, including, without limitation, any deposits or other sums at any time credited by or due to Powerfile, Inc. from NCB; all credits with and other claims against carriers and shippers;

all rights to indemnification; all patents, and patent applications (including all reissues, divisions, continuations and extensions); all service marks and service mark applications; all trade secrets and inventions; all copyrights and copyright applications (including all computer software and related documentation); all rights and interests in and to trademarks, trademark registrations and applications therefor, trade names, corporate names, brand names, slogans, all goodwill associated with the foregoing; all license agreements and franchise agreements, all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interest in trusts; all proceeds of insurance of which Powerfile, Inc. is beneficiary; and all letters of credit, guaranties, liens, security interests and other security held by or granted to Powerfile, Inc.; and all other intangible property, whether or not similar to the foregoing;

**CONTRACT RIGHTS:** All rights and interests in and to any pending or executory contracts, requests for quotations, invitations for bid, agreements, leases and arrangements of which Powerfile, Inc. is a party to or in which Powerfile, Inc. has an interest.

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