

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microstaq, Inc.		05/17/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Good Energies II, L.P.		
Street Address:	477 Park Avenue		
Internal Address:	29th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	LIMITED PARTNERSHIP: JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3746010		
Registration Number:	3743879	MICROSTAQ	
Serial Number:	77647380	VENTILUM	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0239		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2123733239		
Email:	cmeredithgoujon@paulweiss.com, hranucci@paulweiss.com		
Correspondent Name:	Claudine Meredith-Goujon		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	c/o Paul, Weiss		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	18742-021		
NAME OF SUBMITTER:	Claudine Meredith-Goujon		

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TRADEMARK
REEL: 004209 FRAME: 0362

Signature:	/Claudine Meredith-Goujon/
Date:	05/19/2010
Total Attachments: 3 source=microstaq#page1.tif source=microstaq#page2.tif source=microstaq#page3.tif	

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This GRANT OF A SECURITY INTEREST -- TRADEMARKS (this "Notice") is made this 17th day of May, 2010, by and between Microstaq, Inc. (the "Grantor") in favor of Good Energies II L.P. (in its capacity as collateral agent, together with its successors and assigns, if any, the "Grantee").

WHEREAS, Grantor owns all right, title and interest in and to the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or subject to a pending application for registration in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, but excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, all claims or causes of action arising out of or related to any infringement, misappropriation or other violation of the foregoing, including, without limitation, rights to recover for past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Notice shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor has caused this Notice to be duly executed by its officer thereunto duly authorized as of May 17, 2010.

MICROSTAQ, INC.

By: 

Name:

Title: CEO

SCHEDULE A TO GRANT OF A SECURITY INTEREST

1. Registered Trademarks

<u>Country</u>	<u>Filed</u>	<u>APPL#</u> <u>(serial #)</u>	<u>Reg Date</u>	<u>Reg#</u>	<u>Status</u>
MICROSTAQ					
EUROPEAN UNION	7/16/2009	8431686	2/17/2010	8431686	REGISTERED
UNITED STATES	1/16/2009	77/651,264	2/2/2010	3,743,879	REGISTERED
MICROSTAQ (LOGO)					
UNITED STATES	1/12/2009	77/647,647	2/9/2010	3,746,010	REGISTERED

2. Trademark Applications

<u>Country</u>	<u>Filed</u>	<u>APPL#</u> <u>(serial #)</u>	<u>Status</u>
MICROSTAQ			
CHINA	7/16/2009	7547946	PENDING
JAPAN	7/15/2009	2009-53548	ALLOWED
SOUTH KOREA	7/14/2009	40-2009- 0033272	PENDING
VENTILUM			
UNITED STATES	1/12/2009	77/647,380	ALLOWED