

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DFJ Element, L.P., as Agent		10/05/2010	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Fat Spaniel Technologies, Inc.		
Street Address:	400 S. Hope Street		
Internal Address:	18th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071-2899		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3595903	FAT SPANIEL	
Registration Number:	3451723	FAT SPANIEL TECHNOLOGIES	
Registration Number:	3451722		
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		
ATTORNEY DOCKET NUMBER:	681,331-335		

CH \$90.00 3595903

900174728

**TRADEMARK
 REEL: 004302 FRAME: 0471**

NAME OF SUBMITTER:	Shari L. Gordon
Signature:	/Shari L. Gordon/
Date:	10/22/2010
Total Attachments: 16 source=Fat Spaniel Trademark#page1.tif source=Fat Spaniel Trademark#page2.tif source=Fat Spaniel Trademark#page3.tif source=Fat Spaniel Trademark#page4.tif source=Fat Spaniel Trademark#page5.tif source=Fat Spaniel Trademark#page6.tif source=Fat Spaniel Trademark#page7.tif source=Fat Spaniel Trademark#page8.tif source=Fat Spaniel Trademark#page9.tif source=Fat Spaniel Trademark#page10.tif source=Fat Spaniel Trademark#page11.tif source=Fat Spaniel Trademark#page12.tif source=Fat Spaniel Trademark#page13.tif source=Fat Spaniel Trademark#page14.tif source=Fat Spaniel Trademark#page15.tif source=Fat Spaniel Trademark#page16.tif	

FAT SPANIEL TECHNOLOGIES, INC.

APPROVAL OF DISPOSITION OF COLLATERAL AND SUBORDINATION TO
GENERAL ASSIGNMENT BUDGET

1. Reference is hereby made to that (i) certain Note Purchase Agreement, dated as of November 19, 2009 (the "**Note Purchase Agreement**"), by and among Fat Spaniel Technologies, Inc., a California corporation (the "**Company**"), and such persons and entities set forth on Exhibit A hereto (the "**Holder**s"), representing all of the holders of the Secured Convertible Promissory Notes (the "**Notes**") issued pursuant to, and as amended on or around May 16, 2010, in accordance with, the Note Purchase Agreement, (ii) certain Security Agreement, dated as of November 19, 2009 (the "**Security Agreement**"), by and among the Company, the Holders, and DFJ Element, L.P., in its capacity as agent for the Holders (the "**Agent**"), and (iii) certain Intellectual Property Security Agreement, dated as of November 19, 2009 (the "**Intellectual Property Security Agreement**," together with the Security Agreement, the "**Security Agreements**"), by and among the Company, the Holders, and Agent, in its capacity as agent for the Holders. For purposes of this Approval of Disposition of Collateral and Subordination to General Assignment Budget (this "**Approval**"), the Holders and the Agent are collectively referred to as the "**Secured Parties**").

2. On or around October 5th, 2010, the Company, as assignor, expects to make a general assignment for the benefit of creditors (the "**General Assignment**") in favor of FS Liquidating (assignment for the benefit of creditors), LLC, a California limited liability company, as assignee ("**Assignee**"), pursuant to and in accordance with California law. Pursuant to the General Assignment, the Company will transfer ownership of all its right, title and interest in and to the Company's tangible and intangible assets to Assignee, and in so doing will also designate the Assignee to act as the assignee for the benefit of creditors of the Company. Each of the Secured Parties hereby agrees and subordinates their respective rights to payment of proceeds of Disposition of Collateral (as defined below) to the prior payment of the Assignee's expenses budgeted for the General Assignment as set forth in the budget, a true and complete copy of which has been delivered to Secured Parties and is attached hereto as Exhibit B (the "**Budget**").

3. During the General Assignment, Assignee contemplates selling assets of the Company, including equipment and intellectual property, that constitute collateral of the Secured Parties (the "**Collateral**") pursuant to the terms of the Security Agreements to Power-One Renewable Energy Solutions, LLC ("**Buyer**") free and clear of the Secured Parties' security interests in the Collateral. Such sale of assets to Buyer is referred to herein as the "**Disposition of Collateral**".

4. Pursuant to the Security Agreements, the Assignee cannot consummate the Disposition of Collateral free and clear of the Secured Parties' liens and other security interests without the consent of the Secured Parties.

5. Each of the undersigned Secured Parties hereby consents to and approves the Disposition of Collateral and releases, relinquishes and terminates any and all liens, claims, encumbrances, rights of offset and recoupment, demands, rights to payment, debts, liabilities, costs, expenses, charges and security interests such Secured Party has or may have in or against the Collateral (collectively, the "**Secured Parties' Interests**"), whether perfected or unperfected, including without limitation any and all Secured Parties' Interests (i) arising from or related to each of the Security Agreements and (ii) arising from or related to filings with the United States Patent and Trademark Office or United States Copyright Office in or against patents, copyrights, trademarks or other intellectual property rights, with such Secured Party's Interests attach to the proceeds of the Disposition of Collateral. The Secured Party's Interests attaching to the proceeds of the Disposition of Collateral shall have the same rights of priority as exists with respect to the Collateral prior to the Disposition of Collateral.

5. Each of the undersigned Secured Parties hereby (i) authorizes each of Assignee and Buyer (or their respective designees) to file and (ii) agrees to promptly execute and deliver to Assignee and Buyer all Uniform Commercial Code amendments, PTO releases, and such other releases and terminations of the Secured Parties' Interests as may be requested of such Secured Party by Assignee or Buyer to evidence the termination of the Secured Parties' Interests.

6. Buyer is intended to be a third-party beneficiary of this Approval, and is entitled to rely upon the releases, terminations, covenants and undertakings contained herein, to enforce this Approval, and to seek all remedies available to Assignee hereunder.

7. This Approval shall be governed by and construed in accordance with the laws of the State of California, excluding conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Approval, or has caused this Approval to be duly executed on their behalf by the persons signing below who are thereunto duly authorized, as of OCTOBER 5TH, 2010.

HOLDERS:

DFJ ELEMENT, L.P.

By: DFJ Element Partners, LLC,
its General Partner

By: Element Venture Partners, LLC,
its Managing Member

By: 

Name: David F. Lincoln

Title: Managing Member

DFJ ELEMENT INTRAFUND, L.P.

By: DFJ Element Partners, LLC,
its General Partner

By: Element Venture Partners, LLC,
its Managing Member

By: 

Name: David F. Lincoln

Title: Managing Member

DRAPER ASSOCIATES, L.P.

By: _____

Name: Timothy C. Draper

Title: General Partner

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HOLDERS:

DFJ ELEMENT, L.P.

By: DFJ Element Partners, LLC,
its General Partner
By: Element Venture Partners, LLC,
its Managing Member

By: _____
Name: David F. Lincoln
Title: Managing Member

DFJ ELEMENT INTRAFUND, L.P.

By: DFJ Element Partners, LLC,
its General Partner
By: Element Venture Partners, LLC,
its Managing Member

By: _____
Name: David F. Lincoln
Title: Managing Member

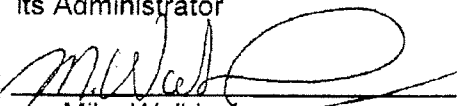
DRAPER ASSOCIATES, L.P.

By: _____
Name: Timothy C. Draper
Title: General Partner

IN WITNESS WHEREOF, the undersigned has executed this Approval, or has caused this Approval to be duly executed on their behalf by the persons signing below who are thereunto duly authorized, as of October 5th, 2010.

CHRYSALIX ENERGY II US L.P.

By: CEMI Services Ltd.,
its Administrator

By: 
Name: Mike Walkinshaw
Title: Managing Director

IGNITION VENTURE PARTNERS IV, L.P.

By: _____
Name: John Ludwig
Title: Managing Director

**IGNITION MANAGING DIRECTORS
FUND IV, LLC**

By: _____
Name: John Ludwig
Title: Managing Director

PCG CETF HOLDINGS, LLC

By: _____
Name: _____
Title: Authorized Signatory

By: _____
Name: _____
Title: Authorized Signatory

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Name: John Ludwig
Title: Managing Director

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Title: Managing Director

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By: CEMI Services Ltd.,
its Administrator

By: _____
Name: Mike Walkinshaw
Title: Managing Director

IGNITION VENTURE PARTNERS IV, L.P.

By: _____
Name: John Ludwig
Title: Managing Director

**IGNITION MANAGING DIRECTORS
FUND IV, LLC**

By: _____
Name: John Ludwig
Title: Managing Director

PCG CETF HOLDINGS, LLC

See Attached Signature Page


By: _____
Name: _____
Title: Authorized Signatory

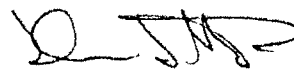
By: _____
Name: _____
Title: Authorized Signatory

PCG CETF Holdings, LLC

By: PCG Clean Tech, LLC
Its: Manager

By: PCG Asset Management, LLC
Its: Manager

By: 
Name: ~~Mark A. Nydam~~ Jasandra Nyker
Title: Authorized Signatory
10/5/10

By: 
Name: Thomas J. Martin
Title: Authorized Signatory
10/5/10

IN WITNESS WHEREOF, the undersigned has executed this Approval, or has caused this Approval to be duly executed on their behalf by the persons signing below who are thereunto duly authorized, as of OCTOBER 5TH, 2010.

APPLIED VENTURES, LLC

By: JC Moran
Name: J. Christopher Moran
Title: Vice President and General Manager

AGENT

DFJ ELEMENT, L.P.

By: DFJ Element Partners, LLC,
its General Partner
By: Element Venture Partners, LLC,
its Managing Member

By: _____
Name: David F. Lincoln
Title: Managing Member

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APPLIED VENTURES, LLC

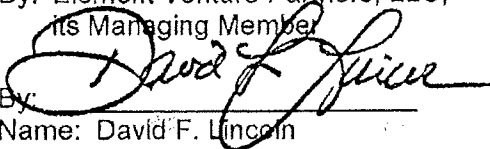
By: _____
Name: J. Christopher Moran
Title: Vice President and General Manager

AGENT

DFJ ELEMENT, L.P.

By: DFJ Element Partners, LLC,
its General Partner

By: Element Venture Partners, LLC,
its Managing Member

By: 
Name: David F. Lincoln
Title: Managing Member

IN WITNESS WHEREOF, the undersigned has executed this Approval, or has caused this Approval to be duly executed on their behalf by the persons signing below who are thereunto duly authorized, as of 10/6, 2010.

By: Michael Lu
Name: Michael Lu

IN WITNESS WHEREOF, the undersigned has executed this Approval, or has caused this Approval to be duly executed on their behalf by the persons signing below who are thereunto duly authorized, as of 10/6, 2010.

By 
Name: Gordon Smith

Signature Page to Approval of Disposition of Collateral and
Subordination to General Assignment Budget

TRADEMARK
REEL: 004302 FRAME: 0484

Exhibit A

HOLDERS

DFJ Element, L.P.

DFJ Element Intrafund, L.P.

Draper Associates, L.P.

Chrysalix Energy II US L.P.

Ignition Venture Partners IV, L.P.

Ignition Managing Directors Fund IV, LLC

PCG CETF Holdings, LLC

Applied Ventures, LLC

Gordon Smith

Michael Lu

Exhibit B

BUDGET

**Fat Spaniel Technologies, Inc.
ABC Budget
(In Thousands)**

	Projection September	Projection October	Projection Thereafter	Total
Temporary Employee¹				
TBA Accountant	\$4	\$0	\$0	\$4
Taxes and payroll fees	\$1	\$0	\$0	\$1
Total Temporary Employee Disbursements	\$5	\$0	\$0	\$5
Non-Employee Disbursements				
Rent ²	\$0	\$0	\$0	\$0
Utilities ²	\$0	\$0	\$0	\$0
Telecom/co-location costs/other ²	\$0	\$0	\$0	\$0
Other Operating Expenses	\$0	\$0	\$0	\$0
Total Operating Expenses	\$5	\$0	\$0	\$5
Assignee Fee ³	\$60	\$0	\$0	\$60
Reimbursed Costs ³	\$8	\$6	\$0	\$14
Attorneys for Liquidation	\$0	\$0	\$14	\$14
Tax Returns ⁴	\$0	\$0	\$7	\$7
Total ABC Fees and Costs	\$68	\$6	\$21	\$95
Total Liquidation Disbursements	\$73	\$6	\$21	\$100

Note: Assumes the ABC commences on or around mid September 2010 and personnel are retained for approximately 1 to 2 weeks. This Budget assumes the assets will be sold via a "Pre Pack ABC" process whereby a buyer will be identified, a transaction negotiated prior to the ABC, but consummated simultaneous with the ABC. Projected timing of disbursements are for Assignee's internal purposes only.

Note: This preliminary analysis is based upon financial information provided to Sherwood Partners by Fat Spaniel. Sherwood Partners has not yet received or reviewed all relevant financial information necessary to complete this analysis. This analysis is not a representation by Sherwood as to the actual amounts owing to any party or the final priority payment schedule of an assignment for the benefit of creditors. No party should exclusively rely on the information contained in this preliminary analysis in making any decision on how to proceed.


1. Employees will be retained by the Assignee as temporary employees and are expected to work on an as needed basis, primarily to assist Assignee with administrative activities.

2. Assignee does not expect to incur any operating expenses as it will not occupy the facility and because this is

expected to be a pre-pack ABC.

3. Assumes a \$60,000 assignment fee, including professional time, travel, records storage, mailing costs, etc.
4. This includes the preparation and filing of final corporate returns and the closure of the 401(k) Plan.

TRADEMARK SCHEDULE

Trademark	Current Owner	Registration No.	Registration Date
FAT SPANIEL	Fat Spaniel Technologies, Inc.	3595903	03/24/2009
FAT SPANIEL TECHNOLOGIES	Fat Spaniel Technologies, Inc.	3451723	06/24/2008
 (Design only)	Fat Spaniel Technologies, Inc.	3451722	06/24/2008