

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
EASTON CAPITAL PARTNERS, L.P.		12/29/2010	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	XOFT, INC.
Street Address:	345 Protrero Avenue
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94085
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	76611747	XOFT
Serial Number:	76642371	XOFT
Serial Number:	77283846	XOFT IMBT
Serial Number:	76617614	AXXENT
Serial Number:	76642370	AXXENT
Serial Number:	85081466	EBX
Serial Number:	76662830	ELECTRONIC BRACHYTHERAPY SYSTEM
Serial Number:	77267570	FLEXISHIELD
Serial Number:	77283857	IMBT

CORRESPONDENCE DATA

Fax Number: (650)493-6811
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650-496-7543
 Email: nbouch@wsgr.com

900180067

**TRADEMARK
 REEL: 004442 FRAME: 0789**

CH \$240.00 76611747

Correspondent Name: WSGR, c/o Nancy Bouch, Senior Paralegal
Address Line 1: 650 Page Mill Road
Address Line 2: FH 2-1 P10
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	24981.030
NAME OF SUBMITTER:	Nancy Bouch
Signature:	/s/Nancy Bouch
Date:	12/30/2010

Total Attachments: 10

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Termination"), dated as of December 29, 2010, is executed by EASTON CAPITAL PARTNERS, L.P., as collateral agent ("Collateral Agent") for the benefit of the entities set forth on the signature pages to the Security Agreement (as defined below), in favor of XOFT, INC., a Delaware corporation (together with its successors and assigns, "Debtor"). (Capitalized terms used herein have the meaning assigned in the Security Agreement.)

Recitals

A. In connection with that certain Security Agreement, dated as of October 8, 2010 (as amended, modified or otherwise supplemented from time to time, the "Security Agreement"), executed by Debtor in favor of Collateral Agent on behalf of the individuals and entities set forth on the signature pages thereto, Debtor and Collateral Agent entered into an Intellectual Property Security Agreement, dated as of October 8, 2010 (the "Agreement"), wherein Debtor granted to Collateral Agent a security interest in the Collateral. The Collateral included, without limitation, all Intellectual Property of the Debtor.

B. The Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on October 11, 2010, at Reel/Frame 025114/0354 to evidence the security interest granted under the Agreement.

C. The Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on October 11, 2010, at Reel/Frame 004294/0141 to evidence the security interest granted under the Agreement.

D. Grantor has satisfied in full the Obligations (as defined in the Security Agreement) under and secured by the Security Agreement and Collateral Agent has agreed to terminate and release its security interest in the Copyrights, Patents and Trademarks (as defined below) as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Collateral Agent expressly terminates and releases its security interest in, to and under the following (collectively, the "Collateral");

a. all Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents listed on Schedule A hereto (collectively, the "Patents");

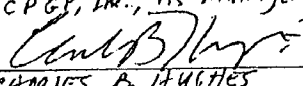
b. all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof listed on Schedule B hereto (collectively, the "Trademarks");

c. all Copyrights and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by

reason of infringement thereof for the full term of the Copyrights listed on Schedule C hereto(collectively, the "Copyrights").

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has executed and delivered this Termination as of the day and year first above written.

EASTON CAPITAL PARTNERS, L.P.,
as Collateral Agent
By: ECP GP, LLC, its General Partner
By: ECP GP, Inc., its Manager
By: 
Name: CHARLES B. HUGHES
Title: VP

SCHEDULE A

PATENTS OF XOFT, INC.

Title	Date Issued	Patent No.	Atty Docket
Vascular X-ray Probe	2001-11-20	6,319,188	506P
Radiation for inhibiting hyperplasia after intravascular intervention	2002-05-21	6,390,967	TTC100US
Combination x-ray radiation and drug delivery devices and methods for inhibiting hyperplasia	2003-03-25	6,537,195	TTC400US
Miniature x-ray tube with micro cathode	2006-01-17	6,987,835	577P
High voltage cable for a miniature x-ray tube	2006-01-24	6,989,486	694P
Combination ionizing radiation and radiosensitizer delivery devices and methods for inhibiting hyperplasia	2006-03-28	7,018,371	794P
Combination ionizing radiation and immunomodulator delivery devices and methods for inhibiting hyperplasia	2006-05-09	7,041,046	795P
Miniature x-ray tube cooling system	2006-10-24	7,127,033	687P
Extractor cup on a miniature x-ray tube	2006-10-31	7,130,380	688P
Extractor cup on a miniature x-ray tube	2006-10-31	7,130,381	688-1

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Title	Date Issued	Patent No.	Atty Docket
Anode assembly for an x-ray tube	2007-01-02	7,158,612	629P
Method for radiation treatment	2008-01-29	7,322,929	660P
Gynecological brachytherapy applicator and system	2008-03-04	7,338,430	716P
Treatment of age-related macular degeneration	2008-04-01	7,351,193	663-1
Real time verification in radiation treatment	2009-04-07	7,513,861	759P
Gross Pathology Breast Map	2009-08-11	7,571,728	814P
Brachytherapy applicator for delivery and assessment of low-level ionizing radiation therapy and methods of use	2009-08-25	7,578,780	762P
Customized gynecological brachytherapy applicator and method	2010-06-29	7,744,521	824P
Radiation treatment using x-ray source	2010-08-24	7,783,006	708P
Radiation blocking patch for radio-therapy	2010-06-01	7,726,318	773P
Radiation therapy apparatus with selective shielding capability	2010-03-30	7,686,755	775P
Balloon brachytherapy applicator and method	2010-06-01	7,727,137	807P
Gross pathology breast map	2009-08-11	7,571,728	814P

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Title	Date Issued	Patent No.	Atty Docket
Customized gynecological brachytherapy applicator and method	2010-03-16	7,678,040	824-1
Method and apparatus for modifying distance from a brachytherapy radiation source to sensitive anatomic structures	2010-08-10	7,771,340	839P

PATENT APPLICATIONS OF XOFT, INC.

<u>Title</u>	<u>Publication Date</u>	<u>Publication No.</u>	<u>Atty Docket</u>
Apparatus And Methods For Radiation Treatment Of Tissue Surfaces			922P
Treatment Of Lesions Or Imperfections In Skin, Near-Skin Or In Other Anatomic Tissues, Including Direct Visualization	03/25/10	2010/0074407	881P
Applicators For Brachytherapy Treatment	01/28/10	2010/0022818	879P
Applicators And Methods For Intraoperative Treatment Of Proliferative Diseases Of The Breast	12/03/09	2009/0299124	865P
Vaginal Applicator For Brachytherapy Treatment Of Vaginal And Endometrial Disease	09/10/09	2009/0227827	862P
Applicator And Method For Brachytherapy Radiation Treatment		FILED W/ NONPUB. REQUEST	861P
Brachytherapy Apparatus And Method Using Off-Center Radiation Source	09/04/08	2008/0214887	859P
Radiation Sensor Arrays For Use With Brachytherapy	05/27/10	2010/0127181	858P
Adjuvant Brachytherapy Apparatus And	08/20/09	2009/0209803	853P

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<u>Title</u>	<u>Publication Date</u>	<u>Publication No.</u>	<u>Atty Docket</u>
Method For Use With Kyphoplasty			
Brachytherapy Apparatus And Method For Use W/ Minimally Invasive Surgeries Of The Lung	04/30/09	2009/0112047	851P
Proportional Attenuation Of Radiation In Brachytherapy Treatment	08/27/09	2009/0216062	849P
Brachytherapy Apparatus And Method Using Rotating Radiation Source	04/30/09	2009/0112046	847P
Method For Adaptive Radiation Treatment Of Breast Tissue Surrounding A Cancer Resection Cavity Of Arbitrary Shape	06/26/08	2008/0154085	841P
Method For Modifying Skin Distance From A Brachytherapy Balloon Applicator	12/04/08	2008-0300443	834P
Everting Gynecological Brachytherapy Applicator And Method	12/11/08	2008/0306323	830-1
Everting Gynecological Brachytherapy Applicator	12/11/08	2008/0306322	830P
Brachytherapy Applicator	03/31/05	2005/0070753	813P
Combination Ionizing Radiation And Immunomodulator Delivery Devices And Methods For Inhibiting Hyperplasia		FILED W/ NONPUB. REQUEST	795-1
Combination Ionizing Radiation And Radiosensitizer Delivery Devices And Methods For Inhibiting Hyperplasia	06/09/05	2005/0124844	794-1
Treatment Of Lesions Or Imperfections In Mammalian Skin Or Near-Skin Tissues Or In Or Near Other Anatomic Surfaces	06/21/07	2007/0140426	766P
Endoscopic/ Percutaneous Electronic Radiation Applicator And Method Of Use	01/03/08	2008/0004524	763P
Lightweight Radiation Absorbing Shield			717P

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<u>Title</u>	<u>Publication Date</u>	<u>Publication No.</u>	<u>Atty Docket</u>
Gynecological Brachytherapy Applicator And System	07/10/08	2008/0167514	716-1
Radiation Treatment Using X-Ray Source	01/03/08	2008/0004479	708-1
Applicator For Radiation Treatment Of A Cavity	04/14/05	2005/0080313	667P

SCHEDULE B

TRADEMARK APPLICATIONS OF XOFT, INC.

October 7, 2010

- **“XOFT”**, intent to use application for U.S. registration, Serial No. 76/611,747, filed 9/16/04. Reg. No. 3,177,488 issued 11/28/06.
- **“XOFT” and Design**, intent to use application for U.S. registration, Serial No. 76/642,371, filed 7/7/05. Reg. No. 3,291,367 issued 9/11/07.
- **“XOFT IMBT”**, intent to use application for U.S. registration, Serial No. 77/283,846, filed 9/19/07. Notice of allowance mailed 5/20/08.
- **“XOFT”**, Community Trade Mark Registration in Europe, No. 002103471, with effect from 2/23/01.
- **AXXENT**, intent to use application for U.S. trademark registration, Serial No. 76/617,614, filed 10/26/04. Reg. No. 3,151,376 issued 10/3/06.
- **“AXXENT” and Design**, intent to use application for U.S. trademark registration, Serial No. 76/642,370, filed 7/7/05. Reg. No. 3,414,885 issued 4/22/08.
- **“eBx”**, intent to use application for U.S. trademark registration, Serial No. 85/081,466, filed 7/9/10.
- **“ELECTRONIC BRACHYTHERAPY SYSTEM”**, use application for U.S. trademark registration, Serial No. 76/662,830, filed 7/11/06. Reg. No. 3,272,987 issued 7/31/07.
- **“FLEXISHIELD”**, use application for U.S. trademark registration, Serial No. 77/267,570, filed 8/29/07. Reg. No. 3,426,315 issued 5/13/08.
- **“IMBT”**, intent to use application for U.S. trademark registration, Serial No. 77/283,857, filed 9/19/07.

SCHEDULE C
COPYRIGHTS OF XOFT, INC.

<u>Description</u>	<u>Registration Date</u>	<u>Registration No.</u>
NONE		

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