

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
IMPERIUM ADVISORS, LLC AS COLLATERAL AGENT FOR SECURED PARTIES	09/08/2008
RECEIVING PARTY DATA	
Name:	DIGITAL ANGEL CORPORATION
Street Address:	490 East Villaume Avenue
City:	South St. Paul
State/Country:	MINNESOTA
Postal Code:	55075
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6847892
Patent Number:	6559620
Application Number:	10959421
CORRESPONDENCE DATA	
Fax Number:	(202)371-2540
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Sterne, Kessler, Goldstein & Fox P.L.L.C
Address Line 1:	1100 New York Avenue, N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	4444.551STR0 / SR - IALLC
NAME OF SUBMITTER:	Michael D. Specht
Total Attachments: 3 source=Imperium Release of Security Interest - executed#page1.tif source=Imperium Release of Security Interest - executed#page2.tif	

CH 6847892 \$120.00

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**PATENT**  
**REEL: 021763 FRAME: 0530**



## RELEASE OF SECURITY INTEREST

This release of security interest is made and executed by Imperium Advisors, LLC, as Collateral Agent for Secured Parties, a Delaware corporation ("**Imperium**") in favor of Digital Angel Corporation, a Delaware corporation ("**Digital Angel**").

A. Imperium loaned money to Digital Angel, and Digital Angel granted Imperium a security interest in all of Digital Angel's intellectual property assets to secure indebtedness and obligations of Digital Angel to Imperium.

B. Imperium recorded its security interest as follows:

<u>Debtor</u>	<u>Secured Party</u>	<u>Filing Number</u>	<u>Filing Date</u>
Digital Angel Corporation	Imperium Advisors, LLC as Collateral Agent for Secured Parties	70479757	02/06/2007

NOW, THEREFORE, for valuable consideration received, by its execution of this Release of Security Interest, Imperium hereby irrevocably and unconditionally releases all right, title and interest in all of the following:

(a) general intangibles, including, but not limited to, the patents and patent applications described in the table below (the "**Patents**");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
6,847,892	US	December 17, 2002	System for localizing and sensing objects and providing alerts  Peter Y. Zhou
6,559,620	US	March 21, 2001	System and method for remote monitoring utilizing a rechargeable battery  Peter Y. Zhou
10/959,421	US	October 6, 2004	Systems and methods for remotely monitoring and tracking  Peter Y. Zhou

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference, or are directly or indirectly incorporated by reference into, the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all non-United States patents, patent applications, and counterparts relating to the Patents or any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, other governmental grants or issuances, and any rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or governmental grants or issuances of any type related to any of the Patents and the inventions, invention disclosures, and discoveries therein;

(e) inventions, invention disclosures, and discoveries described in any of the Patents of any item in the foregoing categories (a) through (d);

(f) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (e), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(g) causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or the rights described in the above subparagraphs (a) through (f), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind

for past, current and future infringement; and

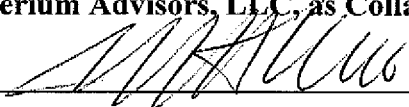
(h) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (a) through (g).

If necessary or desired, Imperium hereby authorizes Digital Angel's authorized representative to file UCC Financing Statement Amendment(s) with the applicable filing office(s) in order to memorialize the release of any security interest by Imperium.

This Release is governed by the law of the State of Delaware, excluding its choice of law principles to the contrary. This Release shall be binding upon Digital Angel and its successors and assigns and inures to the benefit of Purchaser and its successors and assigns. Imperium acknowledges that it is aware that it may hereafter discover facts different from or in addition to what it now knows, believes or suspects to be true with respect to the matters herein released, that such facts may give rise to claims, causes of action, damages, consequences or results that are unforeseen or unsuspected, and that Imperium is nonetheless giving up its rights, and the releases in this Release Agreement will be and remain in effect in all respects as complete, general releases, notwithstanding any such different or additional facts.

IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest on this 8<sup>th</sup> day of September 2008.

**Imperium Advisors, LLC, as Collateral Agent for Secured Parties**

By: 

Name: Maurice Hyslop

Its: Counsel