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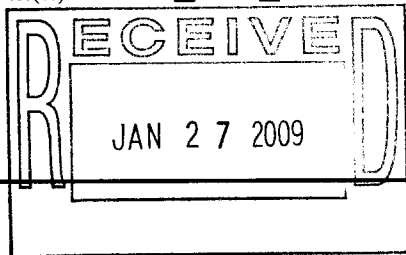
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FORM PTO-1595  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Please receive the attached original documents or copy thereof.

1. Name of conveying party(ies): MerchantBanc Venture Partners, Limited Partnership	Execution Date: 10/25/07	2. Name and address of receiving party(ies) Name: Resonetics, Inc. 4 Bud Way, Bldg. #21 Nashua, NJ 03063
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Release of Security Interest  Execution Date: See Above		



4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Patent Application No(s)	B. Patent No(s):	Date of Patent
	6,501,045	Dec. 31, 2002
	6,509,547	Jan. 21, 2003

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence Concerning document should be mailed: Name: Brian P. Hopkins, Esq. Address: MINTZ, LEVIN, COHN, FERRIS GLOVSKY and POPEO, P.C. 666 Third Avenue - 24 <sup>th</sup> Floor New York, New York 10017	6. Total number of applications and patents involved: [2]  7. Total fee (37 CFR 3.41) \$80.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> The Commissioner is authorized to charge Deposit Account No: 50-0311, Reference No. 27509-500, Customer No. 35437 for any deficiencies.
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DO NOT USE THIS SPACE

9. Statement and signature  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Brian P. Hopkins, Reg. No. 42,669		January 27, 2009
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: (8)

Mail documents to be recorded with required cover sheet information to:

MAIL STOP ASSIGNMENT RECORDATION SERVICES  
Director of the United States Patent and Trademark Office  
P. O. Box 1450

Alexandria, VA 22313-1450

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## TERMINATION AND RELEASE AGREEMENT

THIS TERMINATION AND RELEASE AGREEMENT (the "*Agreement*") is entered into as of October 25, 2007 by and among Resonetics, Inc., a Delaware corporation (the "*Company*") and MerchantBanc Venture Partners, Limited Partnership, a New Hampshire limited partnership ("*MerchantBanc*").

WHEREAS, the Company and MerchantBanc are parties to that certain Note Purchase Agreement, dated as of December 31, 2003 (the "*Note Purchase Agreement*") pursuant to which the Company issued and sold the Note (as defined in the Note Purchase Agreement) to MerchantBanc. All capitalized terms used herein and not defined, will have the meanings ascribed to them in the Note Purchase Agreement;

WHEREAS, the Company and MerchantBanc are parties to that certain Royalty Agreement dated as of December 31, 2003 (the "*Royalty Agreement*"), pursuant to which the Company was obligated to make certain royalty payments to MerchantBanc;

WHEREAS, the Company is a party to that certain Asset Purchase Agreement, by and among the Company, CF Partners Acquisitions II, L.L.C., and Leonard Eisen, dated as of October 2, 2007 (the "*Purchase Agreement*"), pursuant to which the Company will sell certain of its assets and liabilities to CF Partners Acquisitions II, L.L.C.

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Company and MerchantBanc desire to terminate the Note Purchase Agreement, the Royalty Agreement as well as certain of the agreements entered into contemporaneously with the Note Purchase Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereby agree as follows:

### SECTION 1. Termination of Agreements.

1.1 Note Purchase Agreement. By their execution of this Agreement, the undersigned parties consent to the termination of the Note Purchase Agreement effective as of the Effective Time (as defined in Section 1.2), and acknowledge and agree that they have no remaining rights under the Note Purchase Agreement after the Effective Time, and that the Note Purchase Agreement shall be irrevocably terminated as of the Effective Time and thereafter shall be of no further force or effect.

1.2 Royalty Agreement. Upon the consummation of the transactions contemplated by the Purchase Agreement, the Company will pay to MerchantBanc a sum of \$225,000 (the "*Royalty Payment*"), by wire transfer of immediately available funds, and upon receipt of, and as consideration for, the Royalty Payment, the undersigned parties consent to the termination of the Royalty Agreement, effective as of the time and date that MerchantBanc receives the Royalty Payment (the "*Effective Time*"), and acknowledge and agree that they have no remaining rights under the Royalty Agreement after the Effective Time, and that the Royalty Agreement shall be

irrevocably terminated as of the Effective Time, and thereafter shall be of no further force or effect. The parties further agree that all amounts accrued and owed by the Company to MerchantBanc for the fiscal year 2007 pursuant to the terms of the Royalty Agreement shall be deemed to have been fully satisfied by the payment to MerchantBanc of the Royalty Payment.

1.3 Security Agreements. By their execution of this Agreement, the Company and MerchantBanc consent to the termination, effective as of the Effective Time, of (i) that certain General Security Agreement dated as of December 31, 2003 by and between the Company and MerchantBanc (the "**General Security Agreement**"), (ii) that certain Patent Security Agreement dated as of December 31, 2003 by and between Company and MerchantBanc (the "**Patent Security Agreement**"), (iii) that certain Copyright Security Agreement dated as of December 31, 2003 by and between Company and MerchantBanc (the "**Copyright Security Agreement**"), and (iv) that certain Trademark Security Agreement dated as of December 31, 2003 by and between Company and MerchantBanc (the "**Trademark Security Agreement**" and together with the General Security Agreement, the Patent Security Agreement, and the Copyright Security Agreement (the "**Security Agreements**") and acknowledge and agree that, as of the Effective Time, they shall have no remaining rights under the Security Agreements, and that each of the Security Agreements shall be irrevocably terminated as of the Effective Time, and thereafter shall be of no further force or effect.

1.4 Release of Security Interests. By its execution of this Agreement, MerchantBanc releases, effective as of the Effective Time, all security interests it has with respect to any and all assets of the Company, including, but not limited to, the Collateral, the Patent Collateral, the Copyright Collateral and the Trademark Collateral (as such terms are defined in the Security Agreements) and authorizes and directs the Company, on and after the Effective Time, to file on its behalf one or more UCC-3 Termination Statements, in substantially the form attached hereto as Exhibit A, or other applicable documentation, terminating all of MerchantBanc's security interests in any of the assets of the Company, including termination of any UCC-1 Financing Statements filed in connection with the Note Purchase Agreement.

## SECTION 2. Release of Claims

### (a) Release by MerchantBanc

(i) Effective as of the Effective Time, MerchantBanc does hereby remise, release and forever discharge the Company, and each of the present and former stockholders, directors, officers, employees, agents, affiliates and representatives of the foregoing and their respective successors and assigns (each a "**Company Released Party**") of and from any and all commitments, covenants, agreements, indebtedness, suits, demands, obligations and liabilities, contingent or otherwise, of every kind and nature, whether known or unknown, related to the undersigned's relationship with the Company, including claims (including but not limited to any claims which relate to or arise out of the undersigned's prior relationship with the Company or extension of credit to the Company) and causes of action both at law and in equity (collectively, the "**Claims**"), which the undersigned and/or his heirs, executors, administrators or assigns ever had, now has or, to the extent arising from or in connection with any act, omission or state of facts taken or existing on or prior to the Effective Time, may have after the Effective Time, against any Company Released Party, whether asserted, unasserted, absolute, contingent, known or unknown.

(ii) MerchantBanc hereby represents to the Company Released Parties that as of the date of this Agreement, and as of the Effective Time, it (i) has not assigned any claim or possible claim against any Company Released Party, (ii) has made an informed and knowledgeable decision with regard to entering into this Agreement and fully intends to be legally bound and release all claims against the Company Released Party including, without limitation, known, unknown and contingent claims, and (iii) has had an opportunity to review this Agreement with counsel and understands the consequences hereof.

(b) Release by the Company

(i) Effective as of the Effective Time, the Company does hereby remise, release and forever discharge MerchantBanc, and each of the present and former stockholders, directors, officers, employees, agents, affiliates and representatives of the foregoing and their respective successors and assigns (each a "*MerchantBanc Released Party*") of any Claim which the undersigned and/or his heirs, executors, administrators or assigns ever had, now has or, to the extent arising from or in connection with any act, omission or state of facts taken or existing on or prior to the Effective Time, may have after the Effective Time, against any MerchantBanc Released Party, whether asserted, unasserted, absolute, contingent, known or unknown.

(ii) The Company hereby represents to the MerchantBanc Released Parties that as of the date of this Agreement, and as of the Effective Time, it (i) has not assigned any claim or possible claim against any Merchant Banc Released Party, (ii) has made an informed and knowledgeable decision with regard to entering into this Agreement and fully intends to be legally bound and release all claims against the Merchant Banc Released Party including, without limitation, known, unknown and contingent claims, and (iii) has had an opportunity to review this Agreement with counsel and understands the consequences hereof.

SECTION 3. Miscellaneous.

3.1 Entire Agreement. This Agreement states the entire agreement of the parties concerning the subject matter hereof, and supersedes all prior agreements, written or oral, between or among them concerning such subject matter.

3.2 Amendments; Waivers. This Agreement may be amended, and compliance with any provision of this Agreement may be omitted or waived, only by the written agreement of the Company and the party that is adversely affected by such amendment or waiver.

3.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, legal representatives, and permitted assigns.

3.4 Severability. If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected thereby.

3.5 Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

3.6 Nouns and Pronouns. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice-versa.

3.7 Further Assurances. The parties hereto agree to use their respective reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

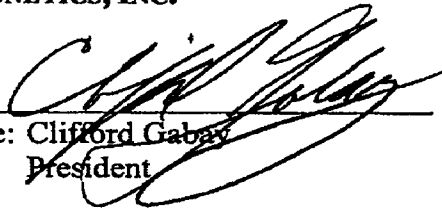
3.8 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

3.9 Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement. Any such counterpart may contain one or more signature pages.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed, or have caused their duly authorized representative to execute, this Termination and Release Agreement as a contract under seal as of the date first written above.

**RESONETICS, INC.**

By:   
Name: Clifford Gabay  
Title: President

**MERCHANTBANC VENTURE PARTNERS LIMITED  
PARTNERSHIP**

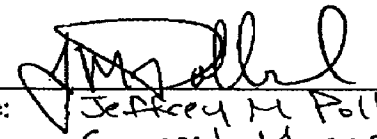
By:   
Name: Jeffrey M. Pollock  
Title: General Manager  
MerchantBanc Venture Management, LLC  
Corporate General Partner

Exhibit A

UCC-3 Termination Statements

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

---

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Evan M. Bienstock  
Mintz Levin Cohn Ferris Glovsky and Popeo, P.C.  
One Financial Center  
Boston, MA 02111  
617-542-6000

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
40240293

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME  
Resonetics, Inc.

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS

4 Bud Way #21	CITY Nashua	STATE NH	POSTAL CODE 03063	COUNTRY USA
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7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION Corporation	7f. JURISDICTION OF ORGANIZATION Delaware	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
MerchantBanc Venture Partners, Limited Partnership

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA