

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Crosslink-D, Inc.	02/17/2009

RECEIVING PARTY DATA

Name:	International Manufacturing Group, Inc.
Street Address:	879 F. Street, Suite 120
City:	Sacramento
State/Country:	CALIFORNIA
Postal Code:	95605

Name:	Jerold Theis
Street Address:	2510 Anza Avenue
City:	Davis
State/Country:	CALIFORNIA
Postal Code:	95616

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	7101862
Application Number:	60108185
Application Number:	09290846
Application Number:	09438872
Application Number:	10153336
PCT Number:	US9926713

CORRESPONDENCE DATA

Fax Number: (415)576-0300

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$240.00 7101862

500885031

PATENT
REEL: 022813 FRAME: 0517

Phone: 4155760200
Email: dlh@townsend.com
Correspondent Name: Townsend and Townsend and Crew LLP
Address Line 1: Two Embarcadero Center 8th Floor
Address Line 4: San Francisco, CALIFORNIA 94111


ATTORNEY DOCKET NUMBER:	027657-000000US
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NAME OF SUBMITTER:	Jennifer L. Wahlsten
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Total Attachments: 16
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ASSIGNMENT AND RELEASE TO SECURED PARTIES

This ASSIGNMENT AND RELEASE TO SECURED PARTIES is made as of February 17th, 2009 by and among CrossLink-D, Inc., a Delaware corporation ("Debtor") and International Manufacturing Group, Inc., a California corporation ("IMG") and Jerold Theis, an individual ("Theis") (collectively, IMG and Theis are the "Secured Parties").

Whereas, the principal amount of the obligation of Debtor to IMG pursuant to those certain security agreements entered into by and between Debtor and IMG on December 20, 2007 is \$155,000.00, plus accrued interest, expenses and attorneys' fees as provided for in said security agreements of \$47,369.33, for a total indebtedness of Debtor to IMG in the amount of \$202,369.33 (the "IMG debt"), and the principal amount of the obligation of Debtor to Theis is \$209,142, plus accrued interest, expenses and attorneys' fees of \$29,606 for a total indebtedness of Debtor to Theis in the amount of \$229,248 (the "Theis debt"), and the Debtor is unable to pay such amounts. 

Whereas, the IMG debt was secured with a first priority security interest in Debtor assets, and the Theis debt was secured with a second priority security interest in Debtor assets, as provided for in their respective security agreements, and the parties desire that such assets, including but not limited to Debtor's Intellectual Property (as defined in IMG's security agreements), be assigned to the Secured Parties in satisfaction of all of Debtor's obligations to the Secured Parties.

Now, therefore, the parties agree as follows:

1. Assignment without warranty. Debtor hereby assigns the Collateral (as that term was defined in the security agreement for each Secured Party) to the Secured Parties jointly, without warranty as to condition, or any other warranty; provided, however, that the equipment which represents a portion of the Collateral, and which is subject to a first priority lien by Silverback 7, is not assigned hereby, but will be released to Silverback 7.

2. Satisfaction and release. In consideration of the assignment of the Collateral, each of IMG and Theis hereby irrevocably releases Debtor from any and all claims, however arising, including without limitation, the obligation to pay the IMG debt or the Theis debt.

3. Relative position of IMG and Theis. IMG and Theis confirm between themselves that (a) IMG, by virtue of the first priority position on the Collateral, is entitled to receive the IMG debt in any sale of the Collateral to a third party or other arrangement that results in payments being made in respect of the Collateral; (b) Theis, following payments to IMG that satisfy IMG debt, is entitled to receive the Theis debt in any sale of the Collateral to a third party or other arrangement that results in payments being made in respect of the Collateral; (c) with respect to any payments from any source in an amount exceeding the combination of the IMG debt and the Theis debt, they shall share jointly, unless they otherwise agree in writing; and (d) any sale of the Collateral shall be in an amount that exceeds the combined debts owed to IMG and Theis, unless they otherwise agree in writing.

4. Additional filings. IMG and Theis shall, as they deem necessary, make any additional filings, notices, or other arrangements as they deem reasonable to perfect their title or ownership of the Collateral. Debtor hereby provides each of IMG and Theis with power of attorney to execute, in the name of and on behalf of, the Debtor, any affidavits and documents confirming the ownership of IMG and Theis of the Collateral. This power of attorney shall include, without limitation, authorization to execute in the Debtor's name and on Debtor's behalf any documents filed with any patent office or other governmental agency in any jurisdiction.

DEBTOR:

CROSSLINK-D, INC., a Delaware corporation

By: Jerold H. Theis
Name: Jerold H. Theis
Title: _____

SECURED PARTY:

INTERNATIONAL MANUFACTURING GROUP,
INC.

By: Deepal Wannakuwatte
Name : Deepal Wannakuwatte

JEROLD H. THEIS, an individual

Jerold H. Theis
Jerold H. Theis

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement") is made as of December 20, 2007, by and among CrossLink-D, Inc., a Delaware corporation ("Debtor") and International Manufacturing Group, Inc., a California corporation ("Secured Party").

RECITALS

A. Debtor has issued a secured convertible promissory note in the original principal amount of Eight Hundred Fifty Thousand Dollars (\$850,000) dated as of December 20, 2007, in favor of Secured Party ("Note").

B. Debtor has agreed to grant to Secured Party a security interest in the Collateral (as defined below) to secure the due and punctual payment and performance of Debtor's obligations under the Note, when and as due.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. Definitions. As used herein, the following terms shall have the following meanings:

(a) "Affiliate" shall mean, with respect to any specified Person, (i) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person or (ii) any other Person that owns, directly or indirectly, Five Percent (5%) or more of such specified Person's capital stock or other equity interests or any executive officer, director, member or general partner of any such specified Person or other Person or, with respect to any natural person, any person having a relationship with such person by blood, marriage or adoption not more remote than first cousin or any trust for the benefit of the foregoing natural persons. For the purposes of this definition, "control," when used with respect to any specified Person, shall mean the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

(b) "Collateral" means all of Debtor's present and future personal property, including without limitation, all right, title and interest of Debtor in and to all of the following, whether now owned or hereafter arising or acquired and wherever located: all accounts, all inventory; all goods, all deposit accounts; all general intangibles (including without limitation all Intellectual Property); all investment property; all other property; and any and all claims, rights and interests in any of the above, and all guaranties and security for any of the above, and all substitutions and replacements for, additions, accessions, attachments, accessories, and improvements to, and proceeds (including proceeds of any insurance policies, proceeds of proceeds and claims against third parties) of, any and all of the above, and all Debtor's books and records relating to any and all of the above; EXCEPT THAT Secured Party's interest in the Debtor's accounts receivable

and laboratory equipment is second in priority to the security interest of Silverback7 LLC in the same. Terms used in this definition and not otherwise defined herein shall be defined as such terms are defined in the California Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made.

(c) “Default” means any event, which with notice or passage of time or both, would constitute an Event of Default.

(d) “Event of Default” shall have the meaning provided in Section 7 below.

(e) “GAAP” shall mean United States generally accepted accounting principles as in effect at the time in question.

(f) “Indebtedness” shall mean all (i) obligations for borrowed money, (ii) notes, bonds, debentures, mortgages and similar obligations, (iii) capital obligations and leases, (iv) guaranties and contingent obligations for the debts or obligations of another Person, (v) obligations to pay the deferred purchase or acquisition price of property or services (including earn-out or other contingent purchase price payments or obligations under conditional sale or other title retention agreements), (vi) accounts payable or other liabilities not arising in the Ordinary Course of Business, including accounts payable for equipment purchases, or accounts payable that are more than sixty (60) calendar days past their due dates, (vii) obligations in respect of letters of credit, bonds, guaranties, reimbursement agreements and similar instruments, (viii) obligations in respect of futures contracts, forward contracts, swaps, options or similar arrangements, (ix) off balance sheet financing transactions, (x) all obligations under facilities for the discount or sale of receivables and (xi) all obligations that are required to be classified as long term liabilities on a balance sheet under GAAP (in each case whether such obligations are contingent or otherwise).

(g) “Intellectual Property” means all of the Company's patents, trademarks, service marks, trade names, trade secrets, and copyrights, including all items listed on Schedule 4.11 of the related Convertible Note Purchase Agreement's Schedule of Exceptions.

(h) “Lien” means any levy, attachment, seizure, lien, charge, security interest, or encumbrance.

(i) “Obligations” means all present and future principal, interest, fees, costs and expenses, and other obligations of Debtor under the Note and this Agreement, as the same may be amended from time to time.

(j) “Ordinary Course of Business” shall mean in the ordinary course of Debtor's business, as conducted by Debtor prior to the date hereof, consistent with Debtor's past custom and practice.

(k) “Other Property” means the following as defined in the California Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and all rights relating thereto: all present and future “commercial tort claims”

(including without limitation any commercial tort claims identified in any UCC financing statements or amendments to UCC financing statements filed with respect to Debtor in favor of Secured Party), "documents", "instruments", "promissory notes", "chattel paper", "letters of credit", "letter-of-credit rights", "fixtures", and "money"; and all other goods and personal property of every kind, tangible and intangible, whether or not governed by the California Uniform Commercial Code.

(l) "Person" shall mean any corporation, partnership, limited liability company, trust, individual, unincorporated organization or a governmental agency or political subdivision thereof, as the context may require.

(m) "Proceeds" means any "proceeds" as defined in the UCC.

(n) "Subsidiary" shall mean any corporation, partnership, joint venture, limited liability company, or other entity in which Debtor either, directly or indirectly, owns any equity interests or is a partner or is in some other manner affiliated through an investment or participation in the equity of such entity.

(o) "UCC" means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of California; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or enforcement of the Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of California, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such attachment, perfection, or priority and for purposes of definitions related to such provisions.

2. Security Interest. As security for the payment and performance in full of the Obligations, Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in, to and under the Collateral (the "Security Interest").

3. Representations and Warranties. Debtor represents and warrants to Secured Party as follows:

(a) Title and Authority. Debtor has full power, authority, and legal right to execute, deliver, and comply with this Agreement and any other document or instrument relating to this Agreement to be executed by Debtor, including, without limitation, the Note. All corporate or other appropriate actions of Debtor that are necessary or appropriate for the execution and delivery of and compliance with this Agreement and such other documents and instruments have been taken (or, with respect to the conversion of the Note into equity of Debtor, shall have been taken by the date of such conversion). Upon its execution and delivery, this Agreement will constitute the valid and legally binding obligation of Debtor, enforceable against Debtor in accordance with its terms, subject only to bankruptcy, insolvency, reorganization, moratorium and other laws applicable to creditors' rights or the collection of debtors' obligations generally and to general equitable principals.

(b) Security Interest. This Agreement creates a valid and continuing security interest in the Collateral, securing the payment of the Obligations, which upon filings and other necessary actions to perfect such security interest, will create a perfected security interest in such Collateral. It shall expire upon conversion of the Note into equity interests in the Debtor or upon payment in full of the Obligations, whichever shall occur first.

(c) Financial Statements. The Debtor has provided the following financial statements of Debtor: (A) unaudited balance sheet as at December 31, 2006 and unaudited statement of income for the twelve months period then ended, and (b) its unaudited balance sheet as at September 30, 2007 (the "Statement Date") and unaudited consolidated statement of income for the nine-month period ending on the Statement Date (collectively, the "Financial Statements"). The Financial Statements (1) have been prepared from the books and records kept by Debtor, in conformity with GAAP consistently applied with prior periods, and (2) are complete and correct and fairly present the financial condition and results of operations of Debtor, as of the dates and for the periods indicated therein. The books of account, financial data, schedules and other records of Debtor, including any of the foregoing delivered or made available to Secured Party or its representatives or Affiliates in connection with the transactions contemplated hereby, have been maintained properly and regularly in accordance with sound business practices and in the course of business of Debtor, are accurate and complete in all material respects and there are no material misstatements, mistakes or omissions therein, and there have been no transactions involving Debtor that properly should have been reflected therein in accordance with GAAP that have not been accurately and completely reflected therein. The Financial Statements reflect the conduct of Debtor's business in the Ordinary Course of Business.

(d) Liabilities and Indebtedness. Other than the Note and the obligations identified on Schedule 3(d) hereto, neither Debtor nor any Affiliate thereof has taken any action that would result in the creation, incurrence or assumption of any Indebtedness on the part of Debtor, contingent or otherwise, either direct or indirectly, including the guaranty of any Indebtedness of any other Person or entity.

(e) Consideration. Debtor acknowledges that it expects to benefit from Secured Party's extension of the loan to Debtor evidenced by the Note, and that it is executing this Agreement, solely for the purpose of pledging the Collateral, in consideration of that anticipated benefit.

4. Expiration of Security Interest. The Security Interest created hereby shall expire upon conversion of the Note into equity interests in the Debtor or upon payment in full of the Obligations, whichever shall occur first.

5. Other Covenants. Until all of the Obligations have been paid in full in accordance with the terms of the Note to which this Agreement applies:

(a) Use and Disposition of Collateral. Debtor shall not make or permit to be made a sale or transfer of the Collateral.

(b) Names and Locations. Debtor shall give Secured Party thirty (30) calendar days prior written notice before (i) changing its name or doing business under any other name, and (ii) opening any additional place of business, changing its chief executive office, or moving of the Collateral to a location other than its present address.

(c) Indebtedness. Debtor shall not incur or suffer to exist any Indebtedness, other than trade debt incurred in the Ordinary Course of Business or the Indebtedness pursuant to the Note without first obtaining the consent of Secured Party.

(d) Mergers; Acquisitions; Etc. Debtor shall not (i) merge, consolidate, enter into any joint venture, or the like, with any other Person, (ii) acquire any securities or assets of any Person; (iii) make any loans or advances to any Person other than advances to employees for business expenses in the Ordinary Course of Business, or (iv) dissolve or elect to dissolve.

(e) Other Businesses. Debtor shall not engage, directly or indirectly, in any business other than the businesses currently engaged in by Debtor. Debtor shall not establish or invest in any Subsidiary or any other entity.

(f) Issuance of Equity. Other than in connection with the creation of the Series A Preferred Stock and Series B Preferred Stock, Debtor shall not issue or sell, or enter into any agreement or arrangement for the issuance or sale of, any equity interests, any securities convertible into or exchangeable for its equity or any warrants other than on conversion of the Note without first obtaining the consent of Secured Party.

(g) Access to Books and Collateral. During normal business hours, on three (3) business days' notice, Secured Party or its agents, shall have the right to inspect the Collateral, and the right to review and copy Debtor's books and records with respect to the Collateral.

(h) Information Rights. Debtor shall deliver to Secured Party:

(i) Within forty-five (45) calendar days after the end of each fiscal quarter during Debtor's fiscal year, unaudited, accrual-based financial statements of Debtor consisting of (A) a consolidated statement of income and cash flows of Debtor for such quarterly period and for the period from the beginning of the fiscal year to the end of such quarter, and (B) a consolidated balance sheet of Debtor as of the end of such quarterly period, each prepared in accordance with GAAP, consistently applied, subject to the absence of footnote disclosures and to normal year-end adjustments;

(ii) Within ninety (90) calendar days after the end of each fiscal year, audited financial statements of Debtor consisting of (A) a consolidated statement of income and cash flows of Debtor and its Subsidiaries and Affiliates for such fiscal year, and (B) a consolidated balance sheet of Debtor and its Subsidiaries and Affiliates as of the end of such fiscal year, each prepared in accordance with GAAP, consistently applied, and accompanied by an independent auditor's report issued by an independent accounting firm of recognized national or regional standing;

(iii) At least thirty (30) days prior to the end of the Debtor's fiscal year, a budget (an "Annual Budget") for the Debtor setting forth the anticipated income, operating expenses, taxes, distributions, and capital expenditures for such ensuing year, including a projected balance sheet giving effect to the Annual Budget; and

(iv) All such other information (including, without limitation, management reports and other business forecasting materials) that is material to an understanding of the business and performance of Debtor.

(v) While Debtor will use good faith best efforts to comply with the reporting timelines set forth in this Section 5(h), the failure to deliver the financial information by the above-stated deadlines shall not be deemed an Event of Default hereunder. Debtor shall have fifteen (15) business days to cure this failure to deliver. In the event the circumstances preventing timely delivery of the financial information involve issues with auditors, the length of the cure period shall be increased to the extent needed to resolve such issues with the auditors; provided, however, that Debtor shall use good faith best efforts to resolve said issues promptly and shall keep Secured Party fully and specifically informed regarding the progress.

(i) Further Assurances. Debtor agrees that at any time and from time to time, at the expense of Debtor, Debtor will, and will cause third parties to, execute and deliver within a commercially reasonable time period, and shall take affirmative steps to cause third parties to execute and deliver, all further instruments, documents and agreements, including, without limitation, security agreements, guarantees, pledges, assignments, control agreements, consent agreements, and landlord's waivers for all locations where Collateral is maintained, and take all further action that may be necessary or desirable, or that Secured Party may reasonably request, in order to perfect and to protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and to enforce its rights and remedies hereunder with respect to any Collateral. Given the importance of Debtor's relationships with clients and other parties, any request by Secured Party for further assurances must be in writing and must state why such further assurances are necessary.

6. Financing Statements; Further Assurances. Debtor hereby authorizes Secured Party to file one (1) or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral. Debtor shall execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as Secured Party may from time to time commercially reasonably request to assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including, without limitation, the execution and delivery of any instruments for recording with the United States Copyright Office or the United States Patent and Trademark Office for purposes of perfecting or recognizing Secured Party's security interest with respect to any Intellectual Property.

7. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement: (a) any warranty or representation contained in this Agreement or any written statement or report provided to Secured Party by Debtor in connection with this Agreement shall be untrue or misleading in a material respect when made; or (b) an

Event of Default shall occur under the Note (after giving effect to any applicable grace period); or (c) Debtor breaches or fails to observe any term hereof; provided that such breach or failure shall not be an Event of Default unless such breach or failure continues and shall not have been remedied within five (5) business days, in the event of a monetary default, or fifteen (15) business days in the event of a non-monetary default, after written notice from Secured Party of such breach or failure.

8. Remedies. Upon the occurrence and during the continuance of any Event of Default, Secured Party, at its option, and without notice or demand of any kind (all of which are hereby expressly waived by Debtor), may do any one (1) or more of the following: (a) accelerate and declare all or any part of the Obligations to be immediately due, payable, and performable, notwithstanding any deferred or installment payments allowed by any instrument evidencing or relating to any Obligation; (b) take possession of any or all of the Collateral wherever it may be found, and for that purpose Debtor hereby authorizes Secured Party without judicial process to enter onto any of Debtor's premises without interference to search for, take possession of, keep, store, or remove any of the Collateral, and remain on the premises or cause a custodian to remain on the premises in exclusive control thereof, without charge for so long as Secured Party deems it necessary, in its good faith business judgment, in order to complete the enforcement of its rights under this Agreement or any other agreement; (c) require Debtor to assemble any or all of the Collateral and make it available to Secured Party at places designated by Secured Party which are reasonably convenient to Secured Party and Debtor, and to remove the Collateral to such locations as Secured Party may deem advisable; (d) complete the processing, manufacturing or repair of any Collateral prior to a disposition thereof and, for such purpose and for the purpose of removal, Secured Party shall have the right to use Debtor's premises and Equipment and all other property without charge; (e) sell, lease or otherwise dispose of any of the Collateral, in its condition at the time Secured Party obtains possession of it or after further manufacturing, processing or repair, at one (1) or more public and/or private sales, in lots or in bulk, for cash, exchange or other property, or on credit, and to adjourn any such sale from time to time without notice other than oral announcement at the time scheduled for sale; Secured Party shall have the right to conduct such disposition on Debtor's premises without charge, for such time or times as Secured Party deems reasonable, or on Secured Party's premises, or elsewhere and the Collateral need not be located at the place of disposition; Secured Party may directly or through any Affiliated company purchase or lease any Collateral at any such public disposition, and if permissible under applicable law, at any private disposition; any sale or other disposition of Collateral shall not relieve Debtor of any liability Debtor may have if any Collateral is defective as to title or physical condition or otherwise at the time of sale; or (f) demand payment of, and collect any Accounts and General Intangibles comprising Collateral and, in connection therewith, Debtor irrevocably authorizes Secured Party to endorse or sign Debtor's name on all collections, receipts, instruments and other documents, to take possession of and open mail addressed to Debtor and remove therefrom payments made with respect to any item of the Collateral or proceeds thereof, and, in Secured Party's good faith business judgment, to grant extensions of time to pay, compromise claims and settle Accounts and the like for less than face value. All reasonable attorneys' fees, expenses, costs, liabilities and obligations incurred by Secured Party with respect to the foregoing shall be added to and become part of the Obligations,

shall be due on demand, and shall bear interest at a rate equal to the highest interest rate applicable to any of the Obligations.

9. Power of Attorney. Upon the occurrence and during the continuance of any Event of Default, without limiting Secured Party's other rights and remedies, Debtor grants to Secured Party irrevocable powers of attorney coupled with an interest, authorizing and permitting Secured Party (acting through any of its employees, attorneys or agents) at any time, at its option, but without obligation, with or without notice to Debtor, and at Debtor's expense, to do any or all of the following, in Debtor's name or otherwise, but Secured Party agrees that if it exercises any right hereunder, it will do so in good faith and in a commercially reasonable manner: (a) execute on behalf of Debtor any documents that Secured Party may, in its good faith business judgment, deem advisable in order to perfect and maintain Secured Party's security interest in the Collateral, or in order to exercise a right of Debtor or Secured Party; (b) execute on behalf of Debtor any invoices relating to any Account, any draft against any account debtor and any notice to any account debtor, any proof of claim in bankruptcy, any notice of Lien, claim of mechanic's, materialman's or other lien, or assignment or satisfaction of mechanic's, materialman's or other lien; (c) take control in any manner of any cash or non-cash items of payment or proceeds of Collateral; endorse the name of Debtor upon any instruments, or documents, evidence of payment or Collateral that may come into Secured Party's possession; (d) endorse all checks and other forms of remittances received by Secured Party; (e) pay, contest or settle any lien, charge, encumbrance, security interest and adverse claim in or to any of the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; (f) grant extensions of time to pay, compromise claims and settle Accounts and General Intangibles for less than face value and execute all releases and other documents in connection therewith; (g) pay any sums secure the release of any liens on account of taxes; (h) settle and adjust, and give releases of, any insurance claim that relates to any of the Collateral and obtain payment therefor; (i) instruct any third party having custody or control of any books or records belonging to, or relating to, the Collateral to give Secured Party the same rights of access and other rights with respect thereto as Secured Party has under this Agreement; and (j) take any action or pay any sum required of Debtor pursuant to this Agreement or the Note. Any and all reasonable sums paid and any and all reasonable costs, expenses, liabilities, obligations and attorneys' fees incurred by Secured Party with respect to the foregoing shall be added to and become part of the Obligations, shall be payable on demand, and shall bear interest at a rate equal to the highest interest rate applicable to any of the Obligations. In no event shall Secured Party's rights under the foregoing power of attorney or any of Secured Party's other rights under this Agreement be deemed to indicate that Secured Party is in control of the business, management or properties of Debtor.

10. Application of Proceeds. All proceeds realized as the result of any sale of the Collateral shall be applied by Secured Party first to the reasonable costs, expenses, liabilities, obligations and attorneys' fees incurred by Secured Party in the exercise of its rights under this Agreement, second to the interest due upon any of the Obligations, and third to the principal of the Obligations, in such order as Secured Party shall determine in its sole discretion. Any surplus shall be paid to Debtor or other Persons legally entitled thereto; Debtor shall remain liable to Secured Party for any deficiency. If, Secured Party, in its good faith business judgment, directly

or indirectly enters into a deferred payment or other credit transaction with any purchaser at any sale of Collateral, Secured Party shall have the option, exercisable at any time, in its good faith business judgment, of either reducing the Obligations by the principal amount of purchase price or deferring the reduction of the Obligations until the actual receipt by Secured Party of the cash therefor.

11. Remedies Cumulative. In addition to the rights and remedies set forth in this Agreement, Secured Party shall have all the other rights and remedies accorded a secured party under the California Uniform Commercial Code and under all other applicable laws, and under any other instrument or agreement now or in the future entered into between Secured Party and Debtor, and all of such rights and remedies are cumulative and none is exclusive. Exercise or partial exercise by Secured Party of one (1) or more of its rights or remedies shall not be deemed an election, nor bar Secured Party from subsequent exercise or partial exercise of any other rights or remedies. The failure or delay of Secured Party to exercise any rights or remedies shall not operate as a waiver thereof, but all rights and remedies shall continue in full force and effect until all of the Obligations have been fully paid and performed.

12. Limit on Defenses. Debtor agrees that it shall not assert any right of offset or setoff with respect to any obligations under this Agreement or the Note.

13. Miscellaneous.

(a) Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been given upon delivery if delivered personally, or at the expiration of one (1) business day following delivery to a commercial courier for overnight delivery, or three (3) business days following the deposit thereof in the United States mail, if mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Debtor, to:

CrossLink-D, Inc.
3480 Industrial Blvd., Suite 105
West Sacramento, CA 95691
Attn: Board of Directors
Fax: (916) 372-1431

If to Secured Party, to:

International Manufacturing Group, Inc.
879 F Street, Suite 120
West Sacramento, CA 95605
Fax: _____

or at such other address or addresses as Debtor or Secured Party, as the case may be, may specify by written notice given in accordance with this paragraph. A copy of such notice shall also be sent via facsimile transmission to the other party.

(b) Binding Effect; Amendment. This Agreement shall be binding upon Debtor and Secured Party and their respective successors and assigns, and shall inure to the benefit of Debtor and Secured Party and their respective successors and assigns; provided, however, that Debtor may not assign or transfer any of its rights under this Agreement without the prior written consent of Secured Party, and any prohibited assignment shall be void. Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by Secured Party and Debtor.

(c) Governing Law. In all respects, including all matters of construction, validity and performance, this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the state of California applicable to contracts made and performed in such state (without regard to the choice of law or conflicts of law provisions thereof). Debtor and Secured Party (i) agree that all actions or proceedings relating directly or indirectly hereto shall be litigated in courts located within Sacramento County, California, (ii) consent to the jurisdiction of any such court and consent to the service of process in any such action or proceeding by personal delivery or any other method permitted by law; and (iii) waive any and all rights they may have to transfer or change the venue of any such action or proceeding.

(d) Severability. In the event any one (1) or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction).

(e) Termination. This Agreement and the Security Interest shall terminate when all the Obligations have been paid in full in accordance with the terms of the Note to which this Agreement applies, at which time Secured Party shall promptly execute and deliver the original Note marked "paid in full" and dated, and, at no cost to Secured Party, such termination statements and similar documents which Debtor shall reasonably request to remove such Security Interest and otherwise, evidence such termination.

(f) Integration. This Agreement, the Note and such other written agreements, documents and instruments as may be executed in connection herewith are the final, entire and complete agreement between Debtor and Secured Party concerning the subject hereof and thereof and supersede all prior and contemporaneous negotiations and oral representations and agreements, all of which are merged and integrated in this Agreement. There are no oral understandings, representations or agreements between the parties which are not set forth in this Agreement or in other written agreements signed by the parties in connection herewith.

(g) Waiver. The failure of Secured Party at any time or times to require Debtor to strictly comply with any of the provisions of this Agreement or the Note shall not waive or

diminish any right of Secured Party later to demand and receive strict compliance therewith. Any waiver of any default shall not waive or affect any other default, whether prior or subsequent, and whether or not similar. None of the provisions of this Agreement or the Note shall be deemed to have been waived by any act or knowledge of Secured Party or any of their agents or employees, but only by a specific written waiver signed by Secured Party and delivered to Debtor.

(h) Time of Essence. Time is of the essence in the performance by the parties of each and every obligation under this Agreement and the Note.

(i) Attorneys Fees. All attorneys' fees and costs to which Secured Party may be entitled pursuant to this Agreement shall immediately become part of Debtor's Obligations, shall be due on demand, and shall bear interest at a rate equal to the highest interest rate applicable to any of the Obligations.

[The Remainder of this Page is Intentionally Left Blank -- Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first appearing above.

DEBTOR:

CROSSLINK-D, INC., a Delaware corporation

By: Javed P. P. P.

Name: Javed P. P. P.

Title: Member Board of Directors

SECURED PARTY:

INTERNATIONAL MANUFACTURING GROUP,
INC.

By: _____

Name: Deepal Wannakuwatte

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first appearing above.

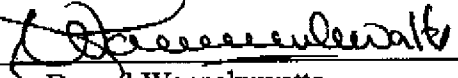
DEBTOR:

CROSSLINK-D, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

INTERNATIONAL MANUFACTURING GROUP,
INC.

By: 
Name: Deepal Wannakuwatte
Title: President / CEO

SCHEDULE 4.11
INTELLECTUAL PROPERTY

1. U.S. Patent No. 7,101,862 B2 entitled Hemostatic Compositions and Methods for Controlling Bleeding awarded September 5, 2006.
2. U.S. application entitled Polymer Used in Autologous Hemostatic Fibrinogen/Platelet/RBC Clot-An Improved Type O Surgical Hemostatic Agent to be Used in Severe Hemorrhage Cases, filed November 12, 1998, and assigned U.S. Serial Number 60/108,185.
3. U.S. application entitled Hemostatic Polymer Useful for Rapid Blood Coagulation and Hemostasis, filed April 13, 1999, and assigned U.S. Serial Number 09/290,846.
4. U.S. application entitled Hemostatic Polymer Useful for Rapid Blood Coagulation and Hemostasis, filed November 12, 1999, and assigned U.S. Serial Number 09/438,872.
5. U.S. application entitled Hemostatic Polymer Useful for Rapid Blood Coagulation and Hemostasis, filed May 22, 2002, and assigned U.S. Serial Number 10/153,336; Canadian Patent Application No. 2,350,628; Chinese Patent Application No. 99815407.3.
6. PCT application serial number US 99/26713 having an international filing date of November 12, 1999, and entitled Hemostatic Polymer Useful for Rapid Blood Coagulation and Hemostasis.
7. The Company has filed for trademark protection with respect to the mark "BLOXX."