

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Payout and Authorization to Discharge |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| MMV FINANCIAL INC. | 05/05/2010 |
| RECEIVING PARTY DATA | |
| Name: | Diablo Technologies Inc. |
| Street Address: | 290 St-Joseph Boulevard |
| Internal Address: | Suite 200 |
| City: | Gatineau, Quebec |
| State/Country: | CANADA |
| Postal Code: | J8Y3Y3 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 10569825 |
| CORRESPONDENCE DATA | |
| Fax Number: | (613)831-3329 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 613-831-6003 |
| Email: | info1@ip-mex.com |
| Correspondent Name: | Martin Marcus |
| Address Line 1: | 1480 Riverside Drive |
| Address Line 2: | Suite 805 |
| Address Line 4: | Ottawa, Ontario, CANADA K1G5H2 |
| ATTORNEY DOCKET NUMBER: | DBL-007-US |
| NAME OF SUBMITTER: | Martin Marcus |
| Total Attachments: 2 source=Diablo MMV-Payout-and-Authorization-to-Discharge-Signed#page1.tif source=Diablo MMV-Payout-and-Authorization-to-Discharge-Signed#page2.tif | |

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PATENT
 REEL: 025749 FRAME: 0349

PAYOUT AND AUTHORIZATION TO DISCHARGE

TO: Diablo Technologies Inc. ("Diablo")

MMV Financial Inc. ("MMV") hereby acknowledges and agrees that payment to be made by Diablo to MMV in the amount of CDN\$1,212,656.76, together with per diem interest of CDN\$418.47 after May 5, 2010 (collectively, the "**Payout Amount**"), will completely fulfill and discharge all covenants and obligations of Diablo and its affiliates in favour of MMV with respect to certain credit facilities established pursuant to an amended and restated credit agreement between MMV and Diablo, dated as of the 30th day of March, 2007, as amended (the "**Credit Agreement**").

Accordingly, MMV and Diablo hereby agree that, upon payment by Diablo and receipt by MMV of the Payout Amount, and in consideration thereof:

1. The Credit Agreement and all security entered into pursuant thereto shall be immediately terminated and of no further force or effect.
2. Each of MMV and Diablo shall be released and forever discharged of and from all actions, causes of action, suits, duties, debts, accounts, bonds, covenants, contracts, claims and demands whatsoever that any of MMV or Diablo now has or hereafter can, shall or may have for or by reason of or in any way arising out of any cause, matter or thing whatsoever existing up to the date hereof and in particular, without in any way limiting the generality of the foregoing, in respect of all claims for money advanced pursuant to the Credit Agreement, excepting only such claims and rights as MMV may be entitled to pursuant to **a warrant for Class A Preferred Shares granted by Diablo to MMV and dated as of March 30, 2007.**
3. Diablo and its counsel, shall be entitled, at its own expense, from time to time to do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances, and all discharges, financing change statements and similar notices, reasonably necessary or proper for the discharge of any and all security interest(s) in favour of MMV pursuant to the Credit Agreement, and for such purposes, MMV does hereby irrevocably appoint Diablo and its counsel, the true and lawful attorney-in-fact of MMV with full power of substitution, for it and in its name to execute any discharge statements or financing change statements in any applicable jurisdiction, with full power of substitution. The power and authority hereby given and granted shall be deemed coupled with an interest and not revocable by any party.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Payout and Authorization to Discharge as of the 5th day of May, 2010.

MMV FINANCIAL INC.

By: 

Name: M. Peland

Title: Secretary

Diablo Technologies Inc.

By: 

Name: Chris Long

Title: CEO / Secretary