# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of security interest

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Comerica Bank		03/02/2004	Federal savings bank:

### **RECEIVING PARTY DATA**

Name:	Clearsource, Inc. f/k/a Micropack Corporation	
Street Address:	5 Commonwealth Road	
Internal Address:	Suite 3A	
City:	Natick	
State/Country:	MASSACHUSETTS	
Postal Code:	01760	
Entity Type:	CORPORATION: DELAWARE	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2221742	PRIMA

### **CORRESPONDENCE DATA**

Fax Number: (781)622-5933

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

Phone: 781 622 5930

Email: ffd@mbbp.com

Correspondent Name: Thomas F. Dunn

Address Line 1: 1601 Trapelo Road

Address Line 2: Suite 205

Address Line 4: Waltham, MASSACHUSETTS 02451

NAME OF SUBMITTER:	Thomas F. Dunn
Signature:	/Thomas F. Dunn/
Date:	03/31/2005

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> TRADEMARK REEL: 003057 FRAME: 0069



Technology and Life Sciences 100 Federal Street 28<sup>th</sup> Floor Boston, MA 02110

March 3, 2004

Micropack Corporation 5 Commonwealth Road, Suite 3A Natick, MA 01760 Attn: Scott Kumf, CFO

Re: Micropack Corporation

Loan Account No. 5257448087

Dear Scott:

Please accept this notice as confirmation that the above referenced loan was paid in full and terminated effective March 2, 2004 pursuant to the executed Payoff and Termination Agreement letter dated March 1, 2004.

We hereby authorize you to file UCC terminations and other releases of the collateral interest to release any security or pledged interests held by the Bank.

Do not hesitate to call me at (617) 757-6307 should you have any questions pertaining to this matter.

Regards,

Andy Fitzpatrick

Assistant Vice President-Technology & Life Sciences

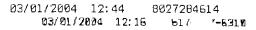
Comerica Bank

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PAGE 02/04 PAGE 02/04





Technology and Life Sciences 100 Federal Street 28th Floor Boston, MA 02110

March 1, 2004

Micropack Corporation 5 Commonwealth Road, Suite 3A Natick, MA 01760 Attn: Scott Kumf, CFO

Re:

Micropack Corporation Payoff and Termination Agreement Loan Account No. 5257448087

Dear Scott:

We refer to the Loss and Security Agreement, dated as of March 28, 2002 (as amended, the "Loan. Agreement"), by and between (a) Micropack Corporation ("Borrower") and (b) Comerca Bonk, successor by merger to Comerica Bank-California ("Bank"). All capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Loan Agreement. As used herein, the term "Losn Documents" shall have the meaning given to that term in the Loan Agreement, but, for all purposes of this agreement, the term "Loan Documents" shall not in any event mean or include the Warrant to Purchase Stock.

For Surviving Warrant Documents and Surviving Warrant Obligations, each of the following defined terms shall, when used in this agreement, have the following meanings:

- "Warrant to Purchase Stock", means the Warrant to Purchase Stock dated March 28, **(B)** 2002.
- "Surviving Warrant Documents" means, collectively, (i) the Warrant to Purchase Stock, **(b)** as such Warrent to Purchase Stock may be amended, modified or supplemented from time to time, and (ii) any other Warrant to Purchase Stock or other securities from time to time issued in substitution of or replacement for the Warrant to Purchase Stock.
- "Surviving Warrant Obligations" means, collectively, all obligations and liabilities of the (a) Borrower, contingent or otherwise, now or bereafter existing, and whether joint or several, arising by contract, operation of law or otherwise, under or with respect to any of the Surviving Warrant Documents.

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PAGE 03/04 PAGE 03/04

Micropack Corporation Payoff and Termination Agreement March 1, 2004

The Berrower has advised the Bank that it intends to terminate the Loan Agreement, permanently terminate the Bank's commitment to lend under the Loan Agreement (the "Commitment"), and repay all amounts owing by the Borrower to the Bank under the Loan Agreement, each of the forgoing to be effective and to be completed on and as of March 1, 2004. In accordance with the Borrower's request, the Commitment of the Bank will be terminated in full, effective March 1, 2004. The Bank has agreed to accept the following amount for payment in full and in complete satisfaction of the Borrower's Obligations, as of March 1, 2004 ("Payoff Date") under the Loan Agreement:

\$ 800,000,00

3.544.44

Principal note #26: interest note #26:

Logal Fees: 2,030,96

Total Payoff Amount: 3 803 575,40

Per Diem:

Accordingly, the Borrower shall pay on the Payoff Date by authorizing the Benk to deduct from its deposit account #1891928176 the following balance due to the Bank as of March 1, 2004: \$805,575.40 (the "Total PayOff Amount").

Upon receipt of the Total PayOff Amount, all Indebtedness and Obligations of the Borrower to the Bank under or in respect of the Loan Agreement and the other Loan Documents shall be deamed to be and shall be paid and discharged in full, other than the indemnification obligations that survive under Sections 12.2 and 12.7 of the Loan Agreement. Furthermore, all of the Loan Documents, and all of the Liens and security interest granted by the Borrower to the Bank thereunder, shall be deemed released and terminated. notwithstanding any term to the contrary, including, without limitation, the final sentence of Section 4.1 of the Loan Agreement, and Bank agrees to return the originals of the Loan Documents marked "paid in full". Bank will send a lotter under separate cover once the Total PayOff Amount is received and applied by the Bank authorizing Borrower to file UCC terminations and other releases of the collateral interest as may be reasonably necessary to release any security or pledged interests held by the Benk in and to any of the Berrower's assets which have been granted as collateral for the Obligations, including, without limitation, releases of control on any deposit or socurities accounts of the Borrower. Bank will execute and doliver such other lien releases, mortgage discharges, and such other release documents as reasonably necessary to discharge or reisase all of the collateral.

As provided above in this agreement, each of the Surviving Warrant Documents and all of the Surviving Warrant Obligations shall survive the payment of the Total Payoff Amount on the Payoff Date and shall also survive the release and termination of the Commitment, the Loan Agreement and all of the other Loap Documents.

Please acknowledge your acceptance and agreement, for and on behalf of the Borrower, by signing below and returning to me today via facsimile at (617) 757-6310.

PAGE 05/05

PAGE 04/04

PAGE 04/04

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Micropack Corporation Payoff and Termination Agreement March 1, 2004

Very truly yours,

The Book: COMERICA BANK, successor by merger to Comerica Benk-California

Chris T. Lloyd Vice President Technology & Life Sciences

Accepted and agreed to on March 1, 2004:

The Borrower.

MICROPACK CORPORATION

Scott Kumf
Chief Financial Officer

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**RECORDED: 03/31/2005**