

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MICROFLUIDICS CORPORATION		11/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GLOBAL STRATEGIC PARTNERS, LLC		
Street Address:	11755 Wilshire Blvd., Suite 2000		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1368735	MICROFLUIDIZER	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 268 6036		
Email:	rlal@mofo.com, jkline@mofo.com		
Correspondent Name:	John Kline, Senior Paralegal		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	63877-16		
NAME OF SUBMITTER:	John Kline, Senior Paralegal		
Signature:	/John Kline/		
Date:	11/14/2008		

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Total Attachments: 5

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GUARANTOR TRADEMARK SECURITY AGREEMENT

This GUARANTOR TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of November 14, 2008, is made between MICROFLUIDICS CORPORATION, a Delaware corporation ("Grantor"), and GLOBAL STRATEGIC PARTNERS, LLC, a Delaware limited liability company ("Lender").

WITNESSETH:

WHEREAS, Grantor and Lender are party to that certain Guarantor Security Agreement, of even date herewith (the "Security Agreement"), pursuant to which Grantor has granted to Lender certain security interests in its assets for the purpose of securing the Obligations (as more fully described therein); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's material trademarks, pending trademark applications and rights in or to any other trademarks under any intellectual property licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark of Grantor and each trademark related to any such intellectual property license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark of Grantor or any trademark licensed to Grantor under any such intellectual property license or (ii) injury to the goodwill associated with any trademark of Grantor or any trademark licensed to Grantor under any intellectual property license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to

Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including those specified in Section 14 thereof) are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

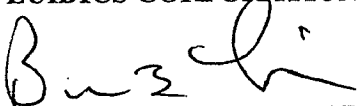
5. COUNTERPARTS. This Trademark Security Agreement may be executed (including by facsimile transmission of executed counterparts) in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MICROFLUIDICS CORPORATION

By: 
Name: Brian E. Keller
Its: Exec. VP + CFO

LENDER:

GLOBAL STRATEGIC PARTNERS, LLC

By:

Bruce Albert

Its:

Authorized Person

S-2

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

sf-2603970

TRADEMARK
REEL: 003888 FRAME: 0532

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Status	Registration #	Date Filed	Date/Reg.	Owner
Microfluidizer	Registered	1,368,735	08/24/84	11/05/85	Microfluidics Corporation

[TRADEMARK SECURITY AGREEMENT]

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RECORDED: 11/14/2008

**TRADEMARK
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