

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agility Capital, LLC (as successor-in-interest to Sand Hill Capital II, LP)		03/18/2003	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Primaxx, Inc.		
Street Address:	6330 Hedgewood Drive, #150		
City:	Allentown		
State/Country:	PENNSYLVANIA		
Postal Code:	18106		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74483456	PRIMAXX	
Serial Number:	75269169	PRIMAXX2F	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.739.5292		
Email:	trademarks@morganlewis.com		
Correspondent Name:	Jake D. Feldman, Esq.		
Address Line 1:	1111 Pennsylvania Avenue, N.W.		
Address Line 2:	Attn: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	058901-0002-0001		
NAME OF SUBMITTER:	Jake D. Feldman		

CH \$65.00 74483456

Signature:

/Jake Feldman/

Date:

11/04/2005

Total Attachments: 6

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AGILITY CAPITAL

CONFIRMATION OF PAYOFF OF OBLIGATIONS AND RELEASE OF LIENS

Agility Capital, LLC ("Lender"), as lender to Primaxx, Inc., a Delaware corporation ("Borrower"), does hereby confirm and acknowledge that, as a result of Lender's receipt on October 31, 2002 of \$269,430.00, such amount representing payment in full of all principal, interest and fees due to Lender from Borrower, (i) Lender has released all liens, security interests and encumbrances of any kind ("Encumbrances") upon or affecting any assets of Borrower or granted by Borrower to secure its obligations to Lender or its successors or assigns, and (ii) all documents executed in connection with the obligations of Borrower to Lender (other than the Warrants issued by Borrower to Lender and/or to Lender's participants or partners, if any) have been terminated and are of no further force and effect and no amounts are owed thereunder.

Lender hereby authorizes Borrower or its designated representatives to execute and deliver and file (at Borrower's sole cost and expense) such Uniform Commercial Code financing statements, certificate of title documentation and other lien releases as Borrower shall prepare in order to evidence the release of all Encumbrances in favor of Lender upon or affecting the assets of Borrower. Lender further agrees to take such further actions (at the sole cost and expense of Borrower) as Borrower shall reasonably request to evidence the release of Encumbrances described in the foregoing paragraph.

IN WITNESS WHEREOF, the undersigned has executed this Confirmation of Payoff of Obligations and Release of Liens as of this 6th day of March, 2003.

AGILITY CAPITAL, LLC

By: 
Name: Robert L. Skinner
Title: Chief Executive Officer

AMENDMENT TO LOAN AGREEMENT

This Amendment to Loan Agreement (this "Amendment") is entered into as of May 10, 2002, between Agility Capital, L.L.C. (as successor-in-interest to Sand Hill Capital II, LP) ("Agility") and Primaxx, Inc. ("Borrower") with respect to the following facts:

A. Agility and the Borrower are parties to that certain Loan Agreement, dated October 31, 2000 between Sand Hill Capital II, LP ("Sand Hill") and Borrower (the "Original Loan Agreement"), as amended by that certain Limited Waiver and Amendment, dated as of May 1, 2001 (the "May 2001 Amendment"), that certain other Limited Waiver and Amendment, dated as of August 1, 2001 (the "August 2001 Amendment"), an Updated Representations and Warranties dated October 24, 2001, an Amendment to Loan Agreement dated October 2001 (the "October 2001 Amendment"), and an Amendment to Loan Agreement dated March 15, 2002 (the Original Loan Agreement, as so amended and as otherwise amended, restated, supplemented, or modified from time to time, the "Loan Agreement"). This Amendment, the Loan Agreement, and all other documents, instruments and agreements between Sand Hill, Agility and the Borrower are referred to herein collectively as the "Loan Documents." Capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Loan Agreement.

The parties agree as follows, effective as of the date hereof:

1. Amendments to Loan Agreement

(a) Borrower and Agility hereby amend the Loan Agreement by defining the term "Subordinated Bridge Loan" as used in the Loan Agreement to mean, collectively, the May 2000 Subordinated Bridge Loan, the May 2001 Subordinated Bridge Loan (as such term is defined in the May 2001 Amendment), the October 2001 Senior Subordinated Bridge Loan (as such term is defined in the October 2001 Amendment) and the May 2002 Senior Subordinated Bridge Loan (as such term is defined below).

(b) Borrower and Agility hereby amend and restate Section 3(c) of the Loan Agreement in its entirety to read as follows:

"(c) Title to Collateral; Permitted Liens. Borrower is now, and will at all times in the future be, the sole owner of all the Collateral, except for items of Equipment which are leased by Borrower. The Collateral now is and will remain free and clear of any and all liens, security interests, encumbrances and adverse claims, except for Permitted Liens, and Borrower will at all times defend Sand Hill and the Collateral against all claims of others. As used herein, "Permitted Liens" shall mean the following: (i) purchase money security interests in specific items of Equipment; (ii) leases of specific items of Equipment; (iii) liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings, provided the same have no priority over any of Sand Hill's security interests; (iv) liens of materialmen, mechanics, warehousemen, carriers, or other similar liens arising in the ordinary course of business and securing obligations which are not delinquent more than 30 days or are being contested in good faith by appropriate proceedings, (v) any judgment, attachment or similar lien, which has been discharged or execution on which

has been stayed and which has been bonded against pending appeal within 30 days of the entry thereof; (vi) Liens which constitute banker's liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with any bank or other financial institution; and (vii) if and so long as the Bridge Subordination Agreement executed and delivered by each holder of the October 2001 Senior Subordinated Bridge Debt (and its collateral agent or other representative) (the "October 2001 Bridge Subordination Agreement") is and remains in full force and effect and subject to the October 2001 Bridge Subordination Agreement, the subordinated security interests of the holders of the Senior Subordinated Bridge Debt (as defined below) (and their collateral agent or other representative) in the Collateral solely to the extent securing the Senior Subordinated Bridge Debt (it being expressly acknowledged and agreed that no Subordinated Bridge Debt other than the Senior Subordinated Bridge Debt may be secured by the Collateral)."

2. Consent to May 2002 Senior Subordinated Bridge Debt. Anything in the Loan Agreement and the other Loan Documents to the contrary notwithstanding, Agility hereby consents to:

(a) the incurrence by Borrower of up to \$800,000 in additional bridge loans provided to Borrower by J.P. Morgan Partners (SBIC), LLC, TechFund Capital, L.P., TechFund Capital II, L.P., TechFarm Ventures, L.P., and Techfarm Ventures (Q), L.P. (the "May 2002 Senior Subordinated Bridge Loan" and, together with the October 2001 Senior Subordinated Bridge Loan, the "Senior Subordinated Bridge Debt");

(b) if and so long as the October 2001 Bridge Subordination Agreement is and remains in full force and effect and subject to the October 2001 Bridge Subordination Agreement, the grant by Borrower of subordinated security interests to holders of the May 2002 Senior Subordinated Bridge Loan (and their collateral agent or other representative) in the Collateral solely to the extent securing the Senior Subordinated Bridge Debt (it being expressly acknowledged and agreed that no Subordinated Bridge Debt other than the Senior Subordinated Bridge Debt may be secured by the Collateral);

(c) so long as the same is a cashless transaction on a net basis, the cancellation by Borrower and TechFarm Ventures, L.P. of up to \$550,000 of Subordinated Bridge Debt held by TechFarm Ventures, L.P. and, in exchange therefor, the issuance by Borrower to TechFarm Ventures, L.P. or Techfarm Ventures (Q), L.P. of the same amount of May 2002 Senior Subordinated Bridge Loan;

(d) so long as the same is a cashless transaction on a net basis, the cancellation by Borrower and J.P. Morgan Partners (SBIC), LLC of up to \$2,000,000 of Subordinated Bridge Debt held by J.P. Morgan Partners (SBIC), LLC and, in exchange therefor, the issuance by Borrower to J.P. Morgan Partners (SBIC), LLC of the same amount of May 2002 Senior Subordinated Bridge Loan;

(e) so long as the same is a cashless transaction on a net basis, the cancellation by Borrower and TechFund Capital II, L.P. of up to \$900,000 of Subordinated Bridge Debt held by TechFund Capital II, L.P. and, in exchange therefor, the issuance by

Borrower to TechFund Capital II, L.P. of the same amount of May 2002 Senior Subordinated Bridge Loan.

3. Borrower Representation and Agreement.

(a) Borrower represents to Agility that the May 2002 Senior Subordinated Bridge Loan is evidenced by the Note Purchase Agreement and Notes, all in the form presented to Agility as of the date hereof.

(b) Borrower shall use its best efforts after the date hereof to cause each party to the Note Purchase Agreement to execute a subordination agreement in form and substance reasonably satisfactory to Agility.

4. General Provisions.

4.1 Integration; Amendment. This Amendment and the other Loan Documents set forth in full the terms of agreement between the parties and are intended as the full, complete and exclusive contract governing the relationship between the parties. This Amendment and the other Loan Documents supersede all other discussions, promises, representations, warranties, agreements and understandings between the parties. All of the Obligations, and all of the Loan Documents and all terms and provisions thereof shall continue in full force and effect and the same are hereby ratified and confirmed. This Amendment may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the party against whom enforcement of the modification, amendment or waiver is sought. Nothing herein limits any of the covenants, agreements, representations or warranties in the Loan Agreement or any of the other Loan Documents.

4.2 Waivers. Any waiver of any condition in, or breach of, this Amendment or any of the other Loan Documents in a particular instance shall be only made by a specific written waiver signed by a duly authorized officer of Agility and Borrower, and any such waiver shall not operate as a waiver of other or subsequent conditions or breaches of the same or a different kind. Agility's exercise or failure to exercise any rights under this Amendment or any of the other Loan Documents in a particular instance shall not operate as a waiver of its right to exercise the same or different rights in subsequent instances.

4.3 Other General Provisions. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, provided, however, that Borrower may not assign or transfer any rights hereunder without the prior written consent of Agility. This Amendment does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Amendment. Time is of the essence of each of the obligations of the parties under, and each of the provisions of, this Amendment. The headings in this Amendment are solely for convenience and shall be given no effect in the construction or interpretation of this Amendment. This Amendment may be executed in any number of counterparts, which together shall constitute one and the same agreement.

4.4 MUTUAL WAIVER OF RIGHT TO JURY TRIAL. EACH PARTY TO THIS AMENDMENT HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY

ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (i) THIS AMENDMENT OR ANY OF THE OTHER LOAN DOCUMENTS; OR (ii) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN OR AMONG THEM; OR (iii) ANY CONDUCT, ACTS OR OMISSIONS OF ANY PARTY TO THIS AMENDMENT OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH THEM; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

5. **Release.** In partial consideration for Agility entering into this Agreement, the Borrower hereby irrevocably releases and forever discharges Agility, and its successors, assigns, agents, shareholders, directors, officers, employees, agents, attorneys, parent corporations, subsidiary corporations, affiliated corporations, affiliates, participants, and each of them, from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, of every nature and description, known and unknown, which Borrower now has or at any time may hold, by reason of any matter, cause or thing occurred, done, omitted or suffered to be done prior to the date of this Agreement. Borrower hereby irrevocably waives the benefits of California Civil Code Section 1542 which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

Borrower:

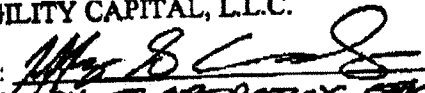
PRIMAXX, INC.

By: _____
Title: _____

By: _____
Title: _____

Agility:

AGILITY CAPITAL, L.L.C.

By: 
Title: CHIEF OPERATING OFFICER

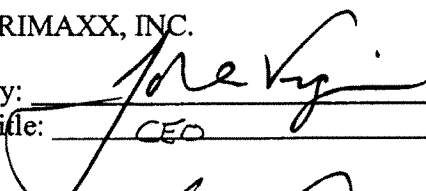
ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (i) THIS AMENDMENT OR ANY OF THE OTHER LOAN DOCUMENTS; OR (ii) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN OR AMONG THEM; OR (iii) ANY CONDUCT, ACTS OR OMISSIONS OF ANY PARTY TO THIS AMENDMENT OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH THEM; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

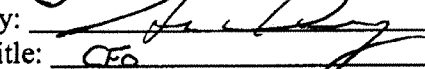
5. Release. In partial consideration for Agility entering into this Agreement, the Borrower hereby irrevocably releases and forever discharges Agility, and its successors, assigns, agents, shareholders, directors, officers, employees, agents, attorneys, parent corporations, subsidiary corporations, affiliated corporations, affiliates, participants, and each of them, from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, of every nature and description, known and unknown, which Borrower now has or at any time may hold, by reason of any matter, cause or thing occurred, done, omitted or suffered to be done prior to the date of this Agreement. Borrower hereby irrevocably waives the benefits of California Civil Code Section 1542 which provides: **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

Borrower:

PRIMAXX, INC.

By: 
Title: CEO

By: 
Title: CEO

Agility:

AGILITY CAPITAL, L.L.C.

By: _____
Title: _____