

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Maxoptix Corporation		05/16/2003	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	H. T. Ardinger & Son Co.
<b>Street Address:</b>	1900 Lakepointe Drive
<b>City:</b>	Lewisville
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75057
<b>Entity Type:</b>	CORPORATION:

<b>Name:</b>	Hambrecht & Quist Guaranty Finance, LLC
<b>Street Address:</b>	One Bush Street, Suite 505
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94104
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2482750	

**CORRESPONDENCE DATA**

Fax Number: (303)664-4735  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 303-664-4734  
 Email: bales@mbh-law.com  
 Correspondent Name: Macheledt Bales & Heidmiller, LLP  
 Address Line 1: 1520 Euclid Circle  
 Address Line 4: Lafayette, COLORADO 80026

OP \$40.00 2482750

ATTORNEY DOCKET NUMBER:	B15.301
NAME OF SUBMITTER:	Jennifer L. Bales
Signature:	/jennifer l. bales/
Date:	03/10/2008
Total Attachments: 3 source=Bill of Sale Maxoptix to HT Ardinger, H&Q#page1.tif source=Bill of Sale Maxoptix to HT Ardinger, H&Q#page2.tif source=Bill of Sale Maxoptix to HT Ardinger, H&Q#page3.tif	

## BILL OF SALE AND GENERAL ASSIGNMENT

This BILL OF SALE AND GENERAL ASSIGNMENT is made this 16th day of May, 2003, by and among MAXOPTIX CORPORATION, PEAK STORAGE SOLUTIONS, INC. and MAXOPTIX SOLUTIONS, INC. (collectively the "Sellers"), and H.T. ARDINGER & SON CO., INC. and HAMBRECHT & QUIST GUARANTY FINANCE LLC (collectively "Lenders").

### RECITALS

A. Pursuant to that certain Security Agreement, dated December 17, 1999, between H.T. Ardinger & Son Co, Inc. and Maxoptix Corporation, as modified by the Amended and Restated Security Agreement, dated as of March 17, 2003, by and among H.T. Ardinger & Son Co., Inc. and Maxoptix Corporation, Peak Storage Solutions, Inc. and Maxoptix Solutions, Inc. the Sellers pledged to H.T. Ardinger & Son Co, Inc. certain property described in such Security Agreement and related financing statements. Pursuant to that certain Security Agreement, dated December 22, 2000, between Hambrecht & Quist Guaranty Finance LLC and BHT Acquisition Corp, n/k/a Maxoptix Solutions, Inc., the Sellers pledged to Hambrecht & Quist Guaranty Finance LLC certain property described in such Security Agreement and related financing statements. (collectively the "Security Agreements")

B. The Sellers have defaulted on the obligations secured by the Security Agreements (the "Obligations").

C. The Lenders gave notice of default and acceleration of the Obligations, demanded that the Sellers assemble the property described in the Security Agreements and repossessed such property.

D. The Lenders gave notice of sale of the repossessed property pursuant to 4-9-611 of the Colorado Revised Statutes and held a public sale of the repossessed property on May 16, 2003.

E. The Lenders were the high bidders for the property.

1. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers hereby sell, convey, grant, assign, transfer and deliver to the Lenders and their successors and assigns, all of each Seller's right, title and interest in and to all assets described in the Security Agreements, and all assets acquired by the Sellers, or which otherwise arose, in the ordinary course of Seller's operation of its business (collectively, the "Property"). The Property includes the following as it exists on May 16, 2003:

(a) All present and future accounts, chattel paper, documents, instruments, deposit accounts, commercial tort claims, commodity accounts, instruments, investment property, letters of credit, letter of credit rights, money and general intangibles (including any right to payment for goods sold or services rendered arising out of the sale or delivery of personal property or work done or labor performed by Borrower), now or hereafter owned, held, or acquired by Borrower, and in any case where an account arises from the sale of goods, the interest of Borrower in such goods.

(b) All present and hereafter acquired inventory and goods (including without limitation, all raw materials, work in process and finished goods) held, possessed, owned, held on consignment, or held for sale, lease, return or to be furnished under contracts of services, in whole or in part, by Borrower wherever located.

(c) All equipment and fixtures of whatsoever kind and character now or hereafter possessed, held, acquired, leased or owned by Borrower and used or usable in Borrower's business, together with all replacements, accessories, additions, substitutions and accessions to all of the foregoing, all records relating in any way to the foregoing.

(d) All Patents, Copyrights, Trademarks and Licenses now or hereafter owned, held, or acquired by Borrower.

(e) The term "Property" as used herein, shall also include all PRODUCTS and PROCEEDS of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property) and any property, securities, guaranties or monies of Borrower which may at any time come into the possession of Lender. The term Property shall include all of Seller's records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

2. No Assumption of Liabilities. Lenders assumes no liabilities of the Sellers. The Sellers retain and shall remain responsible for, all of the Sellers' debts, liabilities and obligations of any nature whatsoever, whether accrued, absolute or contingent, whether known or unknown, whether due or to become due and whether related to the Property or otherwise.

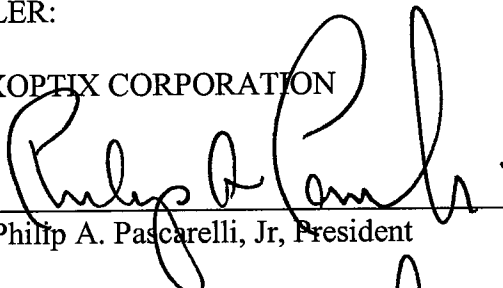
3. The Sellers disclaim any implied warranties of merchantability or fitness for a particular purpose with respect to the Property.

IN WITNESS WHEREOF, the aSellers have executed and delivered this Bill of Sale and General Assignment as of the date first referenced above.

SELLER:

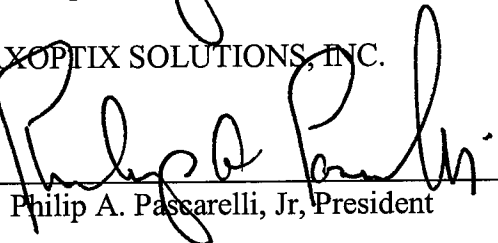
MAXOPTIX CORPORATION

By:

  
Philip A. Pascarelli, Jr, President

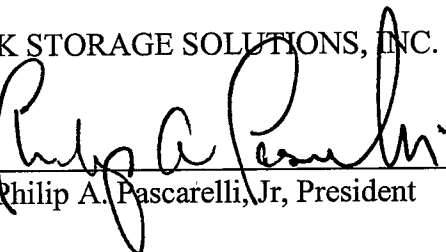
MAXOPTIX SOLUTIONS, INC.

By:

  
Philip A. Pascarelli, Jr, President

PEAK STORAGE SOLUTIONS, INC.

By:

  
Philip A. Pascarelli, Jr, President