

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H. T. Ardinger & Son Co.		06/25/2003	CORPORATION:
Hambrecht & Quist Guaranty Finance, LLC		06/25/2003	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Breece Hill, LLC		
Street Address:	10955 Westmoor Drive, Suite 400		
City:	Westminster		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2482750		
CORRESPONDENCE DATA			
Fax Number:	(303)664-4735		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
ATTORNEY DOCKET NUMBER:	B15.301		
NAME OF SUBMITTER:	Jennifer L. Bales		
Signature:	/jennifer l. bales/		

OP \$40.00 2482750

Date:

03/10/2008

Total Attachments: 11

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**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
OF
BREECE HILL, LLC
a Delaware limited liability company**

(amended and restated as of June 25, 2004)

This LIMITED LIABILITY COMPANY OPERATING AGREEMENT (“Operating Agreement”) of Breece Hill, LLC, a Delaware limited liability company, formerly known as Maxoptix, L.L.C. (“Breece Hill” or “Company”), originally dated as of June 25, 2003, is executed and agreed to, for good and valuable consideration, by the Members (as defined below).

**ARTICLE I
DEFINITIONS**

1.1 Definitions. As used in this Operating Agreement, the following terms have the following meanings:

“*Act*” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“*Adjusted Capital Account*” means, with respect to any Member, the Member’s Capital Account balance, increased by the Member’s share of Company Minimum Gain and Member Minimum Gain.

“*Adjusted Capital Account Deficit*” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant fiscal year or other period, after giving effect to the following adjustments: (i) any amounts that such Member is, or is deemed to be, obligated to restore pursuant to Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, the penultimate sentence of Section 1.704-2(g)(1) of the Treasury Regulations, or the penultimate sentence of Section 1.704-2(i)(5) of the Treasury Regulations, shall be credited to such Capital Account; and (ii) the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6) of the Treasury Regulations shall be debited to such Capital Account. For these purposes, no Member who has an unconditional obligation to restore any deficit balance in its Capital Account in accordance with the requirements of Section 1.704-1(b)(2)(ii)(b)(3) of the Treasury Regulations shall have an Adjusted Capital Account Deficit. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

“*Affiliate*” means any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“*Ardinger*” means H.T. Ardinger & Son Company, a Texas corporation.

“*Avail CA*” means Avail Solutions, LLC, a California limited liability company, which intends to change its name to Calico Ventures LLC on or shortly after June 25, 2004.

“*Avail Debt*” means that certain \$1,000,000 Non-Negotiable Promissory Note dated June 25, 2004, payable by the Company to Avail CA, as such note may be amended, restated, or renewed.

“*Bankrupt Member*” means (except to the extent a Required Interest consents otherwise) any Member (i) that makes a general assignment for the benefit of creditors; (ii) is declared insolvent in any state insolvency proceeding; (iii) becomes the subject of an order for relief under Chapter 7 of the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, or successor statute (the “Bankruptcy Code”); (iv) becomes a voluntary debtor in a case under Chapter 11 of the Bankruptcy Code and fails to achieve confirmation of a plan of reorganization within 180 days; (v) becomes an involuntary debtor in a case under either Chapter 7 or 11 of the Bankruptcy Code and fails to achieve a dismissal of the case within 90 days, or, with respect to a Chapter 11 case in which an order for relief is entered prior to the expiration of 90 days, fails to achieve confirmation of a plan of reorganization within 180 days of the commencement of the involuntary case; or (vi) consents to or is subjected to the appointment of a trustee, receiver or liquidating trustee with respect to all or substantially all of its properties, and, where such appointment was contested, there has been a failure to vacate such appointment within 90 days of appointment.

“*Board*” has the meaning given that term in Section 6.1(a).

“*Book Depreciation*” means for any asset for any fiscal year or other period an amount that bears the same ratio to the Gross Asset Value of that asset at the beginning of such fiscal year or other period as the federal income tax depreciation, amortization, or other cost recovery deduction allowable for that asset for such year or other period bears to the adjusted tax basis of that asset at the beginning of such year or other period. If the federal income tax depreciation, amortization, or other cost recovery deduction allowable for any asset for such year or other period is zero, the Book Depreciation for that asset shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Members.

“*Business Day*” means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Delaware are closed.

“*Calico Ventures LLC*” is the name which Avail CA intends to adopt on or shortly after June 25, 2004.

“*Capital Account*” means the capital account maintained for a Member pursuant to Section 4.5 of this Operating Agreement.

“*Capital Contribution*” means any contribution by a Member to the capital of the Company.

“*Certificate*” has the meaning given that term in Section 2.1.

“Code” means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

“Company” means Breece Hill, LLC, formerly known as Maxoptix, L.L.C., a Delaware limited liability company.

“Company Minimum Gain” has the meaning set forth in Section 1.704-2(b)(2) of the Treasury Regulations.

“Compulsory Sale” has the meaning set forth in Section 3.2(d).

“Compulsory Sale Notice” has the meaning set forth in Section 3.2(d).

“Compulsory Sale Price” has the meaning set forth in Section 3.2(d).

“Compulsory Sale Units” has the meaning set forth in Section 3.2(d).

“Corporate Functionary” has the meaning set forth in Section 8.1.

“Curative Allocations” has the meaning set forth in Section 5.3(b).

“Default Interest Rate” means a rate equal to the lesser of (a) fifteen percent (15%) per annum, compounded monthly, and (b) the maximum rate permitted by applicable law.

“DGCL” means the Delaware General Corporation Law and any successor statute, as amended from time to time.

“Dispose,” “Disposing,” or “Disposition” means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition or encumbrance (including, without limitation, by operation of law), or the acts thereof, whether or not for consideration.

“Disposition Notice” has the meaning set forth in Section 3.2(c).

“General Interest Rate” means a rate equal to the lesser of (a) nine percent (9%) per annum, compounded monthly, and (b) the maximum rate permitted by applicable law.

“Gross Asset Value” has the meaning set forth in Section 4.5(c) of this Operating Agreement.

“HOGF” means Hambrecht & Quist Guaranty Finance, LLC.

“HTA Debt” means all indebtedness for borrowed money owed by the Company to Ardinger or any Affiliate of Ardinger.

“Losses” has the meaning set forth in Section 4.5(b) of this Operating Agreement.

“Majority Selling Member” has the meaning set forth in Section 3.2(c).

“*Manager*” means the Person(s) designated as Manager(s) as provided in Section 6.3, but does not include any Person who has ceased to be a Manager.

“*Member*” means any Person who originally executed this Operating Agreement as a member or was thereafter admitted to the Company as a member as provided in this Operating Agreement, but does not include any Person who has ceased to be a member in the Company.

“*Membership Interest*” means the interest of a Member in the Company, including, without limitation, rights to distributions (liquidating or otherwise) and allocations. The Membership Interests of all Members shall be divided into units (the “Membership Units”).

“*Member Minimum Gain*” means gain attributable to Member nonrecourse debt as determined under the rules of Section 1.704-2(i) of the Treasury Regulations.

“*Member Nonrecourse Deductions*” has the meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations.

“*Membership Units*” has the meaning set forth above in the definition of “Membership Interest.”

“*Non-HTA Units*” means the Membership Units not owned by Ardinger or an Affiliate of Ardinger.

“*Permitted Transferee*” has the meaning given that term in Section 3.2(e).

“*Person*” means an individual or a corporation, limited liability company, partnership, trust, estate, unincorporated organization, association, or other entity.

“*Proceeding*” has the meaning given that term in Section 8.1.

“*Profits*” has the meaning set forth in Section 4.5(b).

“*Receiving Member*” has the meaning set forth in Section 3.2(c).

“*Regulatory Allocations*” has the meaning set forth in Section 5.3(b).

“*Remaining Member*” has the meaning set forth in Section 3.2(b).

“*Required Interest*” means one or more Members having among them more than fifty-one percent (51 %) of the total Membership Units outstanding.

“*Selling Member*” has the meaning set forth in Section 3.2(b).

“*Sharing Ratio*” means, with respect to any Member, the number of Membership Units held by the Member divided by the total number of Membership Units outstanding.

“*Super Majority Interest*” means one or more Members having among them more than seventy-five percent (75%) of the total Membership Units outstanding

“*Treasury Regulations*” means the Department of Treasury Regulations promulgated under the Code, whether proposed, temporary, or final, as amended and in effect (including corresponding provisions of succeeding regulations).

Other terms defined herein have the meanings so given them.

1.2 Construction. Whenever the context requires, the gender of all words used in this Operating Agreement includes the masculine, feminine, and neuter. All references to an Article or a Section refer to the articles and sections of this Operating Agreement, and all references to Exhibits are to Exhibits attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 Formation. The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “Certificate”) under and pursuant to the Act and the issuance of a certificate of organization for the Company by the Secretary of State of Delaware.

2.2 Name. The name of the Company is “Breece Hill, LLC” and all Company business must be conducted in that name or such other names that contain the words “limited liability company” or the abbreviation “LLC” and that comply with applicable law as the Board may select from time to time.

2.3 Registered Office; Registered Agent; Principal Office in the United States; Other Offices. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office as the Board may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Board may designate from time to time in the manner provided by law. The principal office of the Company in the United States shall be at such place as the Board may designate from time to time, which need not be in the State of Delaware, and shall keep the street address of such principal office at the registered office of the Company in the State of Delaware. The Company may have such other offices as the Board may designate from time to time.

2.4 Purposes. The purposes of the Company are those set forth in the Certificate.

2.5 Foreign Qualification. Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Board shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Board, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Board, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Operating Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

2.6 Term. The Company commenced on the date the Secretary of State of Delaware issued a certificate of organization for the Company and shall continue in existence until terminated pursuant to this Operating Agreement.

2.7 No State-Law Partnership. The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member or Manager be a partner or joint venturer of any other Member or Manager, for any purposes other than federal and state income tax purposes, and this Operating Agreement may not be construed to suggest otherwise. This Section 2.7 shall not, however, prohibit the Company from becoming a partner or joint venturer of a partnership or joint venture with one or more other Persons.

ARTICLE III MEMBERSHIP; DISPOSITIONS OF INTERESTS

3.1 Initial Members. The initial Members of the Company are the Persons executing this Operating Agreement as of the date of this Operating Agreement as Members, each of which is admitted to the Company as a Member effective contemporaneously with the execution by such Person of this Operating Agreement.

3.2 Restrictions on the Disposition of Membership Units.

(a) Restriction. Any attempted Disposition by a Person of any Membership Units other than in accordance with this Section 3.2 shall be, and is hereby declared, null and void ab initio.

(b) Right of First Refusal. If a Member proposes to Dispose of any or all of its Membership Units to a third party that is not an Affiliate of such Member, such Member (the "Selling Member") shall first offer such Membership Units to the Company and to the other Members (the "Remaining Members") proportionately, or as they otherwise agree, in accordance with the following provisions.

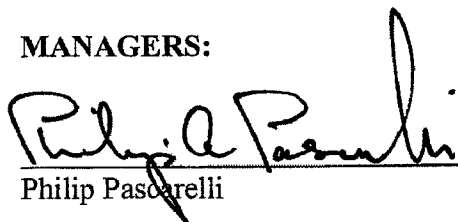
(i) Such Selling Member shall deliver a written notice to the Company and the Remaining Members stating (i) such Selling Member's bona fide intention to Dispose of such Membership Interest, (ii) the name and address of the proposed transferee, (iii) the Membership Units to be Disposed, and (iv) the purchase price and terms of payment for which the Selling Member proposes to Dispose of such Membership Units.

(ii) Within five (5) days after receipt of the notice described in Section 3.2(b)(i) above, each of the Remaining Members shall notify the Managers and the Selling Member in writing of their desire to purchase the Membership Units proposed to be Disposed. The failure of a Remaining Member to submit a notice within the applicable period shall constitute an election on the part of the Remaining Member not to purchase any of the Membership Units that are proposed to be Disposed. If the Remaining Members fail to elect to purchase all of the Membership Units proposed to be Disposed, the Company may purchase any remaining portion of such Membership

IN WITNESS WHEREOF, following adoption of this amended and restated Operating Agreement by the Manager, the Members have executed this Operating Agreement as of June 25, 2004.

ADOPTED:

MANAGERS:


Philip Pascarella

Lance Ouellette

Donald M. Campbell

Mark E. Armstrong

APPROVED AS ADOPTED:

MEMBERS:

H.T. Ardinger & Son Company

By _____
Name _____
Title _____

**Hambrecht & Quist Guaranty
Finance, LLC**

By _____
Name _____
Title _____

Avail Solutions, LLC

By _____
Name _____
Title _____

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MANAGERS:

Philip Pascarelli

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Mark E. Armstrong

APPROVED AS ADOPTED:

MEMBERS:

H.T. Ardinger & Son Company

By _____

Name _____

Title _____

**Hambrecht & Quist Guaranty
Finance, LLC**

By _____

Name _____

Title _____

Avail Solutions, LLC

By _____

Name _____

Title _____

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ADOPTED:

APPROVED AS ADOPTED:

MANAGERS:

MEMBERS:

Philip Pascarelli

H.T. Ardinger & Son Company

Lance Quellette

By _____
Name _____
Title _____

Donald M. Campbell
Donald M. Campbell

**Hambrecht & Quist Guaranty
Finance, LLC**

Mark E. Armstrong

By *Donald M. Campbell*
Name DONALD M. CAMPBELL
Title CHIEF EXECUTIVE OFFICER
GUARANTY FINANCE MANAGEMENT LLC
Avail Solutions, LLC ITS: MANAGER

By _____
Name _____
Title _____

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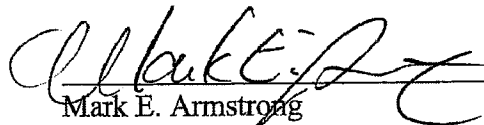
ADOPTED:

MANAGERS:

Philip Pascarelli

Lance Ouellette

Donald M. Campbell



Mark E. Armstrong

APPROVED AS ADOPTED:

MEMBERS:

H.T. Ardinger & Son Company

By _____
Name _____
Title _____

**Hambrecht & Quist Guaranty
Finance, LLC**

By _____
Name _____
Title _____

Avail Solutions, LLC

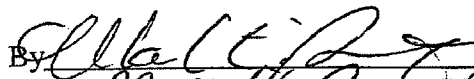
By 
Name Mark E. Armstrong
Title Managing Member

EXHIBIT A

Name, Address and Initial Capital

Contribution of Each Initial Member

<u>Name and Address of Each Member</u>	<u>Initial Capital Contribution</u>	<u>Initial Membership Units</u>	<u>Initial Sharing Ratio</u>
H.T. Ardinger & Son Co. 1990 Lakepointe Drive Lewisville, Texas 75057	All of Ardinger's right, title and interest in and to the assets of Maxoptix Corporation, Peak Storage Solutions, Inc. and Maxoptix Solutions, Inc., including, without limitation (a) all tangible and intangible personal property, (b) all contract and agreement rights, (c) all books, records, papers and instruments, (d) all cash and cash equivalents, and (e) all accounts receivable	396,800	79.36%
Hambrecht & Quist Guaranty Finance, LLC One Bush Street, Suite 505 San Francisco, California 94104	All of HQGF's right, title and interest in and to the assets of Maxoptix Corporation, Peak Storage Solutions, Inc. and Maxoptix Solutions, Inc., including, without limitation (a) all tangible and intangible personal property, (b) all contract and agreement rights, (c) all books, records, papers and instruments, (d) all cash and cash equivalents, and (e) all accounts receivable	103,200	20.64%