

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
MidCap Business Credit		12/31/2009	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	MidCap Business Credit LLC		
Street Address:	3345 Bee Caves Rd., Suite 206		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77754516	MIDCAP D.LEVER.X	
CORRESPONDENCE DATA			
Fax Number:	(713)437-5306		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	713-221-1112		
Email:	tamara.ross@bgllp.com		
Correspondent Name:	Michael R. Samardzija		
Address Line 1:	P. O. Box 61389		
Address Line 4:	Houston, TEXAS 77208-1389		
ATTORNEY DOCKET NUMBER:	014902.000001		
NAME OF SUBMITTER:	Michael R. Samardzija		
Signature:	/Michael R. Samardzija/		
Date:	01/28/2010		

OP \$40.00 77754516

Total Attachments: 6

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ASSIGNMENT OF TRADEMARK APPLICATION

THIS ASSIGNMENT OF TRADEMARK APPLICATION (the "Assignment") is executed and entered into effective as of December 31, 2009 (the "Closing Date"), by and between MidCap Business Credit, LLC, a Connecticut limited liability company ("Assignor"), and MidCap Business Credit LLC, a Texas limited liability company ("Assignee").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement dated as of even date herewith (the "Asset Purchase Agreement"), by and between the Assignor and the Assignee, the Assignor has agreed to transfer to the Assignee all of the Assignor's right, title and interest in and to the trademark application for "MIDCAP d.lever.X (design plus word)", Serial Number 77-754516, which was filed with the United States Patent and Trademark Office on June 8, 2009 and scheduled for publication on January 19, 2010 (the "Trademark Application"); and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor and the Assignee have agreed to execute this Assignment and deliver the Trademark Application to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any encumbrances, all right, title and interest in and to the Trademark Application, together with the goodwill of the business symbolized by the Trademark Application, the applications for registration and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.
2. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record this Assignment and hereby represents and warrants that the Assignor has the full right to convey the entire interest herein assigned.
3. The Assignor hereby covenants and agrees that the Assignor will, at any time, upon reasonable request, execute and deliver any and all papers, and take any and all reasonable actions, that may be necessary or desirable to perfect the title of the Trademark Application to the Assignee, its successors or assigns, without further compensation but at the expense of the Assignee, its successors or assigns, with respect to Assignor's reasonable out-of-pocket costs.
4. This instrument is executed and delivered pursuant to the terms and conditions of the Asset Purchase Agreement, including but not limited to, the representations and warranties made by the Assignor therein. In the event of any ambiguity or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall prevail.
5. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee. No provision of

this Assignment is intended to benefit, nor shall any such provision be enforceable by, any person or entity other than the Assignor and the Assignee and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first above written.

ASSIGNOR:

MidCap Business Credit, LLC, a Connecticut
Limited Liability company

By: 

Richard B. Mount
Manager

ASSIGNEE:

MidCap Business Credit LLC, a Texas limited
Liability company

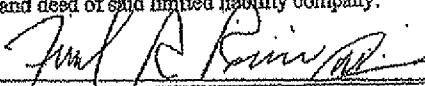
By: _____

W. Jeff Black
Chief Executive Officer

THE STATE OF CONNECTICUT
COUNTY OF HARTFORD

SS: WEST HARTFORD
MOUNT

On December 31st, 2009, before me personally appeared FRANK RIVERS, who being by me duly sworn, did say that he is the duly appointed and acting Manager of MidCap Business Credit, LLC, a Connecticut limited liability company, and said person acknowledged execution of the foregoing instrument to be the free act and deed of said limited liability company.


Notary Public

My Commission Expires: _____

FRANK R. RIVERS III
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2010

Notary Page to Assignment of Trademark Application

TRADEMARK
REEL: 004139 FRAME: 0878

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
the day and year first above written.

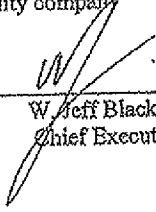
ASSIGNOR:

MidCap Business Credit, LLC, a Connecticut
limited liability company

By: _____
Richard E. Mount
Manager

ASSIGNEE:

MidCap Business Credit LLC, a Texas limited
liability company

By: _____

W. Jeff Black
Chief Executive Officer.

Signature Page to Assignment of Trademark

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 12/30/2009 before me, Judy Ho
(Here insert name and title of the officer)

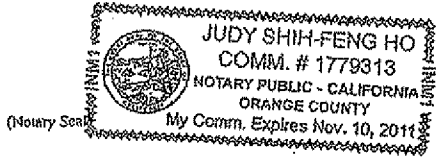
personally appeared W. Jeff Black

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Judy Ho
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Assignment of Trademark
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____