

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                                    |                    |
|----------------------------------|--|------------------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>          |  | NEW ASSIGNMENT                     |                    |
| <b>NATURE OF CONVEYANCE:</b>     |  | Trademark Release and Reassignment |                    |
| <b>CONVEYING PARTY DATA</b>      |  |                                    |                    |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>              | <b>Entity Type</b> |
| MCG Capital Corporation          |  | 08/23/2010                         | CORPORATION:       |
| <b>RECEIVING PARTY DATA</b>      |  |                                    |                    |
| <b>Name:</b>                     | Intermedix Technologies, Inc.  |                                    |                    |
| <b>Street Address:</b>           | 6451 N. Federal Hwy.   |                                    |                    |
| <b>Internal Address:</b>         | Suite 1002   |                                    |                    |
| <b>City:</b>                     | Ft. Lauderdale   |                                    |                    |
| <b>State/Country:</b>            | FLORIDA  |                                    |                    |
| <b>Postal Code:</b>              | 33308-1415   |                                    |                    |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE  |                                    |                    |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                                    |                    |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>                   |                    |
| <b>Serial Number:</b>            | 78752783   | TRIPTIX                            |                    |
| <b>CORRESPONDENCE DATA</b>       |  |                                    |                    |
| <b>Fax Number:</b>               | (212)310-8007  |                                    |                    |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                    |                    |
| <b>Phone:</b>                    | 212.310.8000   |                                    |                    |
| <b>Email:</b>                    | vindra.richter@weil.com, suzanne.inglis@weil.com                                     |                                    |                    |
| <b>Correspondent Name:</b>       | Vindra Richter   |                                    |                    |
| <b>Address Line 1:</b>           | Weil, Gotshal & Manges LLP   |                                    |                    |
| <b>Address Line 2:</b>           | 767 Fifth Avenue   |                                    |                    |
| <b>Address Line 4:</b>           | New York, NEW YORK 10153   |                                    |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 77356.0119.B.LEWIS   |                                    |                    |
| <b>NAME OF SUBMITTER:</b>        | Vindra Richter   |                                    |                    |
| <b>Signature:</b>                | /Vindra Richter/   |                                    |                    |

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**TRADEMARK  
 REEL: 004267 FRAME: 0907**

Date:

08/26/2010

**Total Attachments: 3**

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**TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 23, 2010 by MCG CAPITAL CORPORATION, in its capacity as Administrative Agent for the Lenders (the "Agent").

WITNESSETH:

WHEREAS, Agent and INTERMEDIX TECHNOLOGIES, INC., a Delaware corporation ("Grantor"), were parties to that certain Subordinated Trademark Security Agreement dated as of November 21, 2006 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Grantor granted a security interest to Agent in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Grantor to the financial institutions (collectively, the "Lenders") from time to time party to that certain Amended and Restated Credit Facility Agreement, dated as of October 31, 2006, by and among the borrowers party thereto, Agent and Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Schedule I hereto; and

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on November 29, 2006, at Reel 3435, Frame 0667; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and reassign the same to Grantor;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to all of the following (the "Trademark Collateral"):

(a) each Trademark listed on Schedule I annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any mark, or (b) injury to the goodwill associated with any Trademark.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**MCG CAPITAL CORPORATION, as  
Administrative Agent**

By: Joseph P. Pelican  
Name: Joseph P. Pelican  
Title: Vice President

**SCHEDULE 1**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

| Mark    | Application No. | Application Date | Registration No. | Registration Date |
|---------|-----------------|------------------|------------------|-------------------|
| TRIPTIX | 78752783        | 11/13/05         | 3248573          | 5/29/07           |

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RECORDED: 08/26/2010

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