

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
Oak Value Capital Management, Inc.		09/07/2010	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	RS Investment Management Co. LLC		
Street Address:	388 Market Street, Suite 1700		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1862764	OAK VALUE	
CORRESPONDENCE DATA			
Fax Number:	(646)728-2841		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.951.7000		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Matthew J. Byron		
Address Line 1:	Ropes & Gray LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2624		
ATTORNEY DOCKET NUMBER:	RSIM-024		
NAME OF SUBMITTER:	Matthew J. Byron		
Signature:	/Matthew J. Byron/		

CH \$40.00 1862764

Date:

09/17/2010

Total Attachments: 5

source=Trademark_Assignment#page1.tif

source=Trademark_Assignment#page2.tif

source=Trademark_Assignment#page3.tif

source=Trademark_Assignment#page4.tif

source=Trademark_Assignment#page5.tif

EXHIBIT F

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of the 7th day of September, 2010, by and between Oak Value Capital Management, Inc., a North Carolina corporation with its principal place of business at 1450 Raleigh Road, Suite 220, Chapel Hill, NC 27517 ("Assignor"), and RS Investment Management Co. LLC, a Delaware limited liability company with its principal place of business at 388 Market Street, Suite 1700, San Francisco, CA 94111 ("Assignee") (each, a "Party" and collectively, the "Parties").

WHEREAS, Assignor is the owner of all right, title and interest in and to OAK VALUE trademark, variations thereof, and related goodwill including but not limited to the mark and registration set forth on the attached Schedule A (collectively, the "Trademarks");

WHEREAS, pursuant to the Purchase and Sale Agreement between the Parties dated as of June 22, 2010 (the "Purchase Agreement"), Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee all of Assignor's right, title and interest in the Trademarks, and related rights, interests and assets described herein, and the Parties wish to record this assignment of the Trademarks at the U.S. Patent and Trademark Office ("U.S. PTO") against the registration set for the on Schedule A;

NOW, THEREFORE, for other good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to (i) the Trademarks including all goodwill associated therewith, (ii) the right to bring an action at law or in equity for any infringement, dilution or violation of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds arising from such action at law or in equity, (iii) that portion of Assignor's business associated with the Trademarks, and (iv) all administrative rights arising from or relating to the Trademarks, including, without limitation, the right to maintain the registration and the right to oppose, seek to cancel, or otherwise dispute claims to marks or mark registrations asserted or owned by others.
2. This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. This Trademark Assignment is subject to all the terms and conditions of the Purchase Agreement, and this Trademark Assignment shall not modify the applicable terms and conditions of the Purchase Agreement. Assignor and Assignee hereby direct the U.S. PTO to record this assignment.

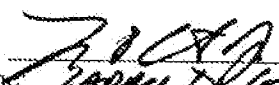
4. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of Delaware, without regard to its principles of conflicts of laws.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment under seal as of the date first set forth above.

ASSIGNOR:

OAK VALUE CAPITAL MANAGEMENT, INC.
as Assignor

By: 
Name: LARRY D. COATS, JR.
Title: PRESIDENT

ASSIGNEE:

RS INVESTMENT MANAGEMENT CO. LLC
as Assignee

By: _____
Name:
Title:

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment under seal as of the date first set forth above.

ASSIGNOR:

OAK VALUE CAPITAL MANAGEMENT, INC.
as Assignor

By: _____
Name:
Title:

ASSIGNEE:

RS INVESTMENT MANAGEMENT CO. LLC
as Assignee

By: Terry R. Otton
Name: Terry R. Otton
Title: Chief Executive Officer

Signature Page to Trademark Assignment

TRADEMARK
REEL: 004280 FRAME: 0205

SCHEDULE A

Mark	Jurisdiction	Status	Serial No./ Registration No.	Filing Date/ Registration Date
OAK VALUE	U.S.	Registered/ Renewed	1,862,764	November 15, 1994