

08/17/2012

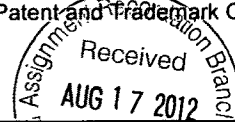
Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/12)



103648232

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

HEET  
LY



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Max Vision, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 3, 2012

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: RPC Genesis, LLC

Street Address: 203 Point Verde Circle

City: Madison

State: Alabama

Country: United States Zip: 35758

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Limited Liability Citizenship Alabama

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Attached "Exhibit A"

See Attached Exhibit A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Refund Ref: 08/17/2012 HTON11 0000176742

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Stuart M. Maples

Internal Address: Maples & Ray, PC

Street Address: 401 Holmes Avenue, Suite H

City: Huntsville

State: Alabama Zip: 35801

Phone Number: (256)489-9779

Docket Number: \_\_\_\_\_

Email Address: dsmith@maplesandray.com

6. Total number of applications and registrations involved:

Refund Total: \$65.00

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

08/17/2012 HTON11 00000033 3536582

Deposit Account Number \_\_\_\_\_ 40.00 OP  
125.00 OP

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

8/9/12

Date

Stuart M. Maples

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:  4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 004845 FRAME: 0425

8-17-12

**Exhibit A**

**TRADEMARK**

**REGISTRATION NO.**

MAXCUBE

3,536,582

MAXTRAX

3,536,593

MAXVISION WITH LOGO

3,220,832

6PAC

4,088,564

BPAC

3,809,261

BPAC

3,809,263

**MEMORANDUM OF TRADEMARK AND SERVICE MARK SECURITY INTEREST**

This Memorandum is dated August 3, 2012 between **MaxVision, LLC**, a Delaware limited liability company (the "Mark Owner"), having a place of business at 495 Production Avenue, Madison, Alabama 35758 and **RPC Genesis, LLC** (the "Secured Party") under the Credit Agreement dated as of October 18, 2007, as from time to time in effect, among the Mark Owner, certain of its affiliates and the Secured Party.

Pursuant to the Guarantee and Security Agreement dated as of October 18, 2007, as from time to time in effect (the "Guarantee and Security Agreement"), among the Mark Owner, certain of its affiliates and the Secured Party, the Mark Owner has granted to the Secured Party a security interest in certain trademarks, service marks and applications therefor listed in Exhibit A attached hereto and made a part hereof, in the name of the Mark Owner, together with the registrations thereof and goodwill symbolized thereby (collectively, the "Collateral").

The Mark Owner is the exclusive owner of all rights in the Collateral, including all rights to prosecute for unconsented use and infringement thereof. The Mark Owner has the capacity to grant to the Secured Party the security interests granted under the Guarantee and Security Agreement.

The Mark Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

Mark Owner:

Secured Party:

MAXVISION, LLC

RPC GENESIS, LLC

By 

By 

Title: CEO

Title: MANAGER

Exhibit A

TRADEMARK

REGISTRATION NO.

MAXCUBE

3,536,582

MAXTRAX

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