

Form PTO-1594 (Rev. 12-11)
OMB Collection 0681-0027 (exp.

08/17/2012



103648182

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

COVER SHEET
ONLY



To the Director of the U. S. Patent and Trademark Office, please return the attached documents or the new address(es) below.

8-17-12

1. Name of conveying party(ies):

Hercules Technology Growth Capital, Inc.

- Individual(s)
- Partnership
- Corporation- State: Maryland
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Maryland

Additional names of conveying parties attached? Yes No

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

Execution Date(s) _____

- 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):

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

Name: Stuart M. Maples, Esq.

Internal Address: Maples & Ray, PC

Street Address: 401 Holmes Avenue, Suite H

City: Huntsville

State: Alabama Zip: 35801

Phone Number: (256)489-9778

Docket Number: _____

Email Address: smaples@maplesandray.com

9. Signature:

[Signature]
Signature
Stuart M. Maples
Name of Person Signing

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 160.00

- Authorized fee charged to deposit account
- Enclosed

8. Payment Information: CHECK Refund Total: \$ 45.00

Deposit Account Number _____

Authorized User Name _____

08/17/2012 HUNTVILLE ALA 06000034 2425295

01 FC:8521 Date 48.00 OP
02 FC:8522 75.00 OP

Total number of pages including cover sheet, attachments, and document: 6

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 1480, Alexandria, VA 22313-1480

TRADEMARK
REEL: 004851 FRAME: 0096

EXHIBIT A TO COVER SHEET

<u>MARK</u>	<u>REGISTRATION NO.</u>
MAXPAC	2,425,295
MAXVISION	2,487,034
Symbion (abandoned)	75-913,178
TERAPAC	3,206,982

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

WHEREAS, Hercules Technology Growth Capital, Inc., a Maryland corporation ("Assignor"), pursuant to the "Memorandum of Trademark And Service Mark Security Interest" (the "Memorandum of Security Interest") dated October 18, 2007, and recorded in the United State Patent & Trademark Office on October 19, 2007, is the owner of a security interest in the following trademark, service marks, and applications registered and owned by MaxVision, LLC (the "Mark Owner"), as follows,

<u>MARK</u>	<u>REGISTRATION NO.</u>
MAXPAC	2,425,295
MAXVISION	2,487,034
Symbion (abandoned)	75-913,178
TERAPAC	3,206,982

together with the registrations thereof and goodwill symbolized thereby, (collectively the "Collateral"); and

WHEREAS, RPC Genesis, LLC, an Alabama limited liability company ("Assignee"), whose principal business address is 203 Pointe Verde Circle, Madison, Alabama, 35758, desires to acquire the Assignor's existing security interest under the Memorandum of Security Interest;

NOW THEREFORE, effective as of this the 30th day of July, 2012, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, for its own use and enjoyment and for the use and enjoyment of its successors and assigns, Assignor's entire security interest in the Collateral and any renewals thereof, the same to be held by said Assignee as fully and entirely as the same could have been held and enjoyed by the Assignor if this Assignment had not been made.

The Assignor has the capacity to grant to the Assignee all the security granted under the Memorandum of Security Interest. Assignor warrants that no other assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned.

If any provision or term of this assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms.

The Commissioner of Patents and Trademarks is requested to make the proper notation of the foregoing assignment on the trademark records maintained by the United States Patent and Trademark Office.

ASSIGNOR:

HERCULES TECHNOLOGY, II, LP

By: _____
Its: _____

ASSIGNEE:

RPC GENESIS, LLC

By: *J. O. By*
Its: MANAGER

ACKNOWLEDGEMENTS

STATE OF _____)
COUNTY _____)

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____ whose name as _____ of Hercules Technology Growth Capital, Inc., a Maryland corporation, is signed to the foregoing Assignment of Memorandum Of Trademark And Service Mark Security Interest, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Hercules Technology Growth Capital, Inc..

Given under my hand and official seal this the 30th day of July, 2012.

NOTARY PUBLIC

My Commission Expires:

STATE OF ALABAMA)
MADISON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Greg O'Bryant whose name as Manager of RPC Genesis, LLC, an Alabama limited liability company, is signed to the foregoing Assignment of Memorandum Of Trademark And Service Mark Security Interest, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

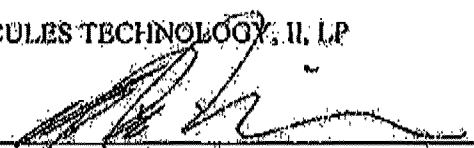
Given under my hand and official seal this the 30th day of July, 2012.

Abigail C. Burke
NOTARY PUBLIC

My Commission Expires:
7/10/2014

ASSIGNOR:

HERCULES TECHNOLOGY II, LP

By: 
Its: K. Nicholas Marlish
Associate General Counsel

ASSIGNEE:

RPC GENESIS, LLC

By: _____
Its: _____

ACKNOWLEDGEMENTS

STATE OF California)
Santa Clara COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that K. Nicholas Martisch, whose name as Associate General Counsel of Hercules Technology Growth Capital, Inc., a Maryland corporation, is signed to the foregoing Assignment of Memorandum Of Trademark And Service Mark Security Interest, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Hercules Technology Growth Capital, Inc..

Given under my hand and official seal this the 30th day of July, 2012.



Stephanie Anne Powell
NOTARY PUBLIC

My Commission Expires:
June 18, 2014

STATE OF ALABAMA)
MADISON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of RPC Genesis, LLC, an Alabama limited liability company, is signed to the foregoing Assignment of Memorandum Of Trademark And Service Mark Security Interest, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 30th day of July, 2012.

NOTARY PUBLIC

My Commission Expires:
