

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	10/18/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MaxVision, LLC		10/18/2007	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	Hercules Technology Growth Capital, Inc.
Street Address:	400 Hamilton Avenue, Suite 310
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77085890	MAXCUBE
Registration Number:	2425295	MAXPAC
Serial Number:	77028746	MAXRAX
Registration Number:	2487034	MAXVISION
Serial Number:	78755267	MAXVISION
Serial Number:	75913178	SYMBION
Serial Number:	78753356	TERAPAC

CORRESPONDENCE DATA

Fax Number: (617)951-7050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6179517212
 Email: richard.griffin@ropesgray.com, erin.dugan@ropesgray.com
 Correspondent Name: Richard H. Griffin c/o Ropes & Gray LLP

CH \$190.00 77085890

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ATTORNEY DOCKET NUMBER:	2312-005
NAME OF SUBMITTER:	Richard H. Griffin, Esq.
Signature:	/richard griffin/
Date:	10/19/2007

Total Attachments: 3
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MEMORANDUM OF TRADEMARK AND SERVICE MARK SECURITY INTEREST

This Memorandum is dated as of October 18, 2007 between MaxVision, LLC, a Delaware limited liability company (the "Mark Owner"), having a place of business at 495 Production Avenue, Madison, Alabama 35758 and Hercules Technology Growth Capital, Inc. (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.

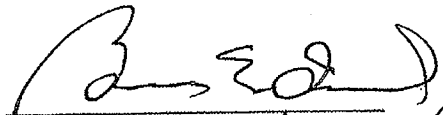
Mark Owner:

MAXVISION, LLC

Secured Party:

HERCULES TECHNOLOGY GROWTH
CAPITAL, INC., as Agent under the Credit
Agreement

By



Title: Bruce E. Tinsley
Title: Pres CEO

By

Name:
Title:

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Mark Owner:

Secured Party:

MAXVISION, LLC

HERCULES TECHNOLOGY GROWTH

CAPITAL, INC., as Agent under the Credit Agreement

By _____
Title:
Title:

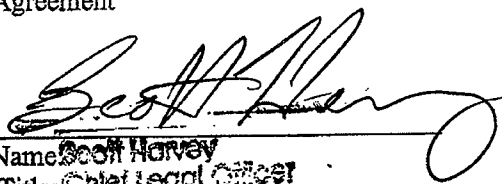
By 
Name: **Scott Harvey**
Title: **Chief Legal Officer**

Exhibit A

<u>Registered Holder</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Class</u>	<u>Status</u>	<u>App./Reg. No.</u>
Maxvision Corporation	MAXCUBE	US	09	Pending	77/085,890
Maxvision Corporation	Maxpac	US	09	Registered	2,425,295
Maxvision Corporation	Maxrax	US	09	Pending	77-028,746
Maxvision Corporation	Maxvision	US	09	Registered	2,487,034
Maxvision Corporation	Maxvision with logo	US	09	Allowed	78-755,267
Maxvision Coporation	Symbion	US		Abandoned	75-913,178
Maxvision Corporation	Terapac	US	09	Registered	3,206,982