

Form PTO-1594 (Rev. 03-11)  
OMB Collection 0651-0027 (exp. 03/31/2012)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):**

BAKER COMMUNICATIONS FUND II, L.P.  
BAKER COMMUNICATIONS FUND II (QP), L.P.

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

Citizenship (see guidelines) DELAWARE

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: ADAPTIX, INC.

Internal

Address: \_\_\_\_\_

Street Address: 4100 MIDWAY ROAD, SUITE 2010

City: CARROLLTON

State: TEXAS

Country: USA Zip: 75007

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship DELAWARE
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

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

Execution Date(s) 01/12/2012

- Assignment
- Security Agreement
- Other RELEASE BY SECURED PARTY
- Merger
- Change of Name

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,621,747

Additional sheet(s) attached?  Yes  No

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

ADAPTIX (word mark)

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

Name: ARNOLD V. MINA

Internal Address: STRADLING YOCCA CARLSON & BAUTH

Street Address: 660 NEWPORT CENTER DRIVE, SUITE 1600

City: NEWPORT BEACH

State: CA Zip: 92660

Phone Number: 949-725-4000

Fax Number: 949-725-4100

Email Address: AMINA@SYCR.COM

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

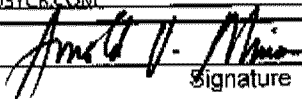
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number 50-1329

Authorized User Name DOUGLAS O. HAHN

**9. Signature:**

  
Signature

ARNOLD V. MINA

Name of Person Signing

1/20/2012  
Date

Total number of pages including cover sheet, attachments, and document: 7

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

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of January 12, 2012 (the "Termination"), is executed by BAKER COMMUNICATIONS FUND II, L.P. and BAKER COMMUNICATIONS FUND II (QP), L.P., limited partnerships (collectively referred to herein as the "Secured Parties"), in favor of ADAPTIX, INC., a Delaware corporation (together with its successors and assigns, "Debtor"). Capitalized terms used herein have the meaning assigned in the Collateral Agreement (defined below).

Recitals

A. In connection with that certain Collateral Agreement, dated as of January 5, 2007, as amended by that certain Amended and Restated Collateral Agreement, dated as of September 21, 2009, as further amended by Amendment Number One to Amended and Restated Collateral Agreement, dated as of October 5, 2011 (as amended from time to time, each a "Collateral Agreement"), executed by Debtor in favor of the Secured Parties, Debtor and the Secured Parties entered into a Grant of Security Interest In Patents, dated as of February 9, 2007, a Grant of Security Interest In Patents, dated as of September 28, 2009 and a Grant of Security Interest In Patents, dated as of October 13, 2011 (each a "Patent Grant" and collectively, the "Patent Grants"), wherein Debtor granted to the Secured Parties a security interest in certain assets, including the Patents and all products and proceeds of the foregoing (collectively, the "Patent Collateral"); additionally, the Secured Parties entered into a Grant of Security Interest In Trademarks, dated as of February 9, 2007 and a Grant of Security Interest In Trademarks, dated as of September 28, 2009, (each a "Trademark Grant" and collectively the "Trademark Grants"), wherein Debtor granted to the Secured Parties a security interest in certain assets, including the Trademarks and all products and proceeds of the foregoing (collectively, the "Trademark Collateral").

B. The Grants were recorded with the Patent Division of the United States Patent and Trademark Office on February 9, 2007 at Reel/Frame 018875/0448, on March 12, 2007 at Reel/Frame 018993/0421, April 23, 2007 at Reel/Frame 019192/0193, on October 5, 2009, at Reel/Frame 023319/0904, and on October 13, 2011 at Reel/Frame 027060/0222 to evidence the security interest in Patents granted under each Collateral Agreement.

C. The Grant was recorded with the Trademark Division of the United States Patent and Trademark Office on February 9, 2007 at Reel/Frame 003479/0273 to evidence the security interest in Trademarks granted under each Collateral Agreement.

D. Reference is made to that certain Agreement and Plan of Merger, dated November 22, 2011, by and among Debtor, Acacia Research Group LLC, Apollo Patent Corp. and solely in its capacity as representative of the Shareholders, Baker Communications Fund II (QP), L.P. (the "Representative") (the "Agreement") in connection with which the Debtor has agreed to deliver documentation confirming that all security interest in all intellectual property of Debtor, including but not limited to the Patents and Trademarks listed on Schedule 1 attached hereto will be released, contingent upon the Closing and effective upon the Closing (as such terms are defined in the Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, upon receipt of the portion of Aggregate Merger Consideration (as defined in the Agreement) payable to the Secured Parties pursuant to the Agreement and the Transaction Expenses and Merger Consideration Escrow Agreement (such consideration, the "Payment"), the Secured Parties

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hereby expressly terminate and release their security interest in, all of their right title and interest in, to and under the following Collateral:

- (a) All of the Patent Collateral, as listed on Schedule 1;
- (b) All of the Trademark Collateral, including all goodwill of Debtor related thereto, as listed on Schedule 1.

Following the Secured Parties receipt of the Payment, the Secured Parties hereby irrevocably and unconditionally authorize the Debtor to make any appropriate filing in connection with such termination and release with the U.S. Patent and Trademark Office and take such other steps as may be required in order to effect the foregoing termination and release the security interest in the Patent Collateral and the Trademark Collateral listed on Schedule 1. Further, each of the Secured Parties agrees to take all reasonable additional steps requested by the Debtor as may be necessary to release its security interests in the Patent Collateral.

IN WITNESS WHEREOF, Representative has executed and delivered this Termination as of the day and year first above written.

[Signature Page Follows]

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Sincerely,

Baker Communications Fund II (QP), L.P.,  
Baker Communications Fund II, L.P.

By: Baker Capital Partners II, LLC, its  
general partner

By:

  
Name: John C. Baker  
Title: Manager

*Signature Page to Release*

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TRADEMARK

1. **ADAPTIX** – U.S. Trademark Registration No. 2,621,747