

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

Current Report Pursuant to Section 13 or 15(d) of  
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported):

May 26, 2011

**GSV CAPITAL CORP.**

(Exact name of registrant as specified in its charter)

**Maryland**

(State or other jurisdiction of incorporation)

**1-35156**

(Commission File Number)

**27-4443543**

(I.R.S. Employer Identification No.)

**2965 Woodside Road  
Woodside, CA 94062**

(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(650) 206-2965**

**NEXT INNOVATION CORP.**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On May 26, 2011, the Company entered into a license agreement (the “New License Agreement”) with GSV Asset Management, LLC (f/k/a “NeXt Asset Management, LLC”) (“GSV Asset Management”) pursuant to which GSV Asset Management has agreed to grant the Company a non-exclusive, royalty-free license to use the name “GSV.” Under this agreement, the Company has a right to use the GSV name for so long as the Investment Advisory Agreement by and between the Company and GSV Asset Management remains in effect. Other than with respect to this limited license, the Company will have no legal right to the “GSV” name. A copy of a Form of New License Agreement is attached hereto as Exhibit 1.1 to this Current Report on Form 8-K.

The New License Agreement was entered into in place of the prior license agreement by and between the Company and GSV Asset Management pertaining to the use of the name “NeXt,” which was terminated by the parties thereto in accordance with its terms as of May 26, 2011.

**Item 1.02 Termination of a Material Definitive Agreement.**

The disclosure set forth under Item 1.01 above is incorporated herein by reference.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

On May 26, 2011, the Company filed Articles of Amendment for the purpose of amending its current Articles of Incorporation in order to change its corporate name from NeXt Innovation Corp. to GSV Capital Corp. A copy of the Articles of Amendment is attached hereto as Exhibit 3.1 to this Current Report on Form 8-K. On June 1, 2011, the registrant issued a press release announcing its name change, the text of which is included as Exhibit 99.1 to this Form 8-K.

**Item 9.01 Financial Statements and Exhibits.**

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
1.1	Form of License Agreement
3.1	Articles of Amendment
99.1	Press release dated June 1, 2011

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## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: June 1, 2011

GSV CAPITAL CORP.

By: /s/ Stephen D. Bard  
Stephen D. Bard  
Chief Financial Officer, Chief Compliance  
Officer, Treasurer and Corporate Secretary

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**FORM OF TRADEMARK LICENSE AGREEMENT**

This TRADEMARK LICENSE AGREEMENT (this “**Agreement**”) is made and effective as of May 26, 2011 (the “**Effective Date**”) by and between GSV ASSET MANAGEMENT, LLC, a Delaware limited liability company (the “**Licensor**”), and GSV CAPITAL CORP., a Maryland corporation (“**Company**”) (each a “**party**,” and collectively, the “**parties**”).

**RECITALS**

WHEREAS, Licensor is the owner of the trade name “GSV” (the “**Licensed Mark**”) in the United States of America (the “**Territory**”).

WHEREAS, Company is a newly organized closed-end management investment fund that intends to elect to be treated as a business development company;

WHEREAS, pursuant to that certain investment advisory and management agreement dated as April 11, 2011 between Licensor and Company (the “**Advisory Agreement**”), Company has engaged Licensor to act as the investment adviser to the Company; and

WHEREAS, Company desires to use the Licensed Mark in connection with the operation of its business, and Licensor is willing to permit Company to use the Licensed Mark, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1**  
**LICENSE GRANT**

1.1 **License.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Company, and Company hereby accepts from Licensor, a personal, non-exclusive, royalty-free right and license to use the Licensed Mark solely and exclusively as an element of Company’s own company name and in connection with the conduct of its business. Except as provided above, neither Company nor any affiliate, owner, director, officer, employee, or agent thereof shall otherwise use the Licensed Mark or any derivative thereof without the prior express written consent of Licensor in its sole and absolute discretion. All rights not expressly granted to Company hereunder shall remain the exclusive property of Licensor.

1.2 **Licensor’s Use.** Nothing in this Agreement shall preclude Licensor, its affiliates, or any of their respective successors or assigns from using or permitting other entities to use the Licensed Mark whether or not such entity directly or indirectly competes or conflicts with Company’s business in any manner.

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ARTICLE 2  
OWNERSHIP

2.1 Ownership. Company acknowledges and agrees that Licensor is the owner of all right, title, and interest in and to the Licensed Mark, and all such right, title, and interest shall remain with the Licensor. Company shall not otherwise contest, dispute, or challenge Licensor's right, title, and interest in and to the Licensed Mark.

2.2 Goodwill. All goodwill and reputation generated by Company's use of the Licensed Mark shall inure to the benefit of Licensor. Company shall not by any act or omission use the Licensed Mark in any manner that disparages or reflects adversely on Licensor or its business or reputation. Except as expressly provided herein, neither party may use any trademark or service mark of the other party without that party's prior written consent, which consent shall be given in that party's sole discretion.

ARTICLE 3  
COMPLIANCE

3.1 Quality Control. In order to preserve the inherent value of the Licensed Mark, Company agrees to use reasonable efforts to ensure that it maintains the quality of the Company's business and the operation thereof equal to the standards prevailing in the operation of Licensor's and Company's business as of the date of this Agreement. Company further agrees to use the Licensed Mark in accordance with such quality standards as may be reasonably established by Licensor and communicated to Company from time to time in writing, or as may be agreed to by Licensor and Company from time to time in writing.

3.2 Compliance With Laws. Company agrees that the business operated by it in connection with the Licensed Mark shall comply with all laws, rules, regulations and requirements of any governmental body in the Territory or elsewhere as may be applicable to the operation, advertising and promotion of the business, and shall notify Licensor of any action that must be taken by Company to comply with such law, rules, regulations or requirements.

3.3 Notification of Infringement. Each party shall immediately notify the other party and provide to the other party all relevant background facts upon becoming aware of (i) any registrations of, or applications for registration of, marks in the Territory that do or may conflict with any Licensed Mark, and (ii) any infringements, imitations, or illegal use or misuse of the Licensed Mark in the Territory.

ARTICLE 4  
REPRESENTATIONS AND WARRANTIES

4.1 Mutual Representations. Each party hereby represents and warrants to the other party as follows:

(a) Due Authorization. Such party is duly formed and in good standing as of the Effective Date, and the execution, delivery and performance of this Agreement by such party have been duly authorized by all necessary action on the part of such party.

(b) Due Execution. This Agreement has been duly executed and delivered by such party and, with due authorization, execution and delivery by the other party, constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(c) No Conflict. Such party's execution, delivery and performance of this Agreement do not: (i) violate, conflict with or result in the breach of any provision of the organizational documents of such party; (ii) conflict with or violate any law or governmental order applicable to such party or any of its assets, properties or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a party.

## ARTICLE 5 TERM AND TERMINATION

5.1 Term. This Agreement shall expire upon expiration or termination of the Advisory Agreement.

5.2 Upon Termination. Upon expiration or termination of this Agreement, all rights granted to Company under this Agreement with respect to the Licensed Mark shall cease, and Company shall immediately discontinue use of the Licensed Mark.

## ARTICLE 6 MISCELLANEOUS

6.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. No assignment by either party permitted hereunder shall relieve the applicable party of its obligations under this Agreement. Any assignment by either party in accordance with the terms of this Agreement shall be pursuant to a written assignment agreement in which the assignee expressly assumes the assigning party's rights and obligations hereunder.

6.2 Independent Contractor. Except as expressly provided or authorized in the Advisory Agreement, neither party shall have, or shall represent that it has, any power, right or authority to bind the other party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other party.

6.3 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service (with signature required), by facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses:

If to Licensor:

GSV Asset Management, LLC  
2965 Woodside Road  
Woodside, CA 94062  
Tel. No.: (650) 294-4777  
Attn: Michael T. Moe

If to Company:

GSV Capial Corp.  
2965 Woodside Road  
Woodside, CA 94062  
Tel. No.: (650) 294-4777  
Attn: Michael T. Moe

6.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the principles of conflicts of law rules. The parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in the State of New York and waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

6.5 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by all parties hereto.

6.6 No Waiver. The failure of either party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all parties hereto.

6.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

6.8 Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

6.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original instrument and all of which taken together shall constitute one and the same agreement.

6.10 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to such subject matter.

6.11 Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, each party has caused this Agreement to be executed as of the Effective Date by its duly authorized officer.

COMPANY:

GSV CAPITAL CORP.

By: \_\_\_\_\_

Name: Michael T. Moe

Title: President and Chief Executive Officer

LICENSOR:

GSV ASSET MANAGEMENT, LLC

By: \_\_\_\_\_

Name: Michael T. Moe

Title: Manager

**NEXT INNOVATION CORP.**

**ARTICLES OF AMENDMENT**

NeXt Innovation Corp., a Maryland corporation (the "**Corporation**"), having its principal office in the State of Maryland, hereby certifies to the State Department of Assessments and Taxation of Maryland (the "**Department**") that:

**FIRST:** The Corporation desires to, and does hereby, amend its charter (the "**Charter**") as currently in effect as hereafter set forth.

**SECOND:** The Charter is hereby amended by deleting the existing Article II in its entirety and substituting in lieu thereof a new Article II which reads as follows:

**ARTICLE II**

**NAME**

The name of the corporation (the "**Corporation**") is:

GSV Capital Corp.

**THIRD:** The amendment to the Charter as set forth above has been approved by the Board of Directors of the Corporation in accordance with the requirements of Section 2-605 of the Maryland General Corporation Law.

*[Remainder of Page Intentionally Left Blank]*

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IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be signed in its name and on its behalf by its Chief Executive Officer and attested by its Corporate Secretary on May 26, 2011.

NEXT INNOVATION CORP.

Attest: /s/ Stephen D. Bard  
Stephen D. Bard  
Corporate Secretary

By: /s/ Michael T. Moe  
Michael T. Moe  
Chief Executive Officer

THE UNDERSIGNED, Michael T. Moe, Chief Executive Officer of NeXt Innovation Corp., who executed on behalf of said corporation the foregoing Articles of Amendment, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles of Amendment to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information, and belief, the matters and facts set forth herein with respect to the approval thereof are true in all material respects, under penalties of perjury.

/s/ Michael T. Moe

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**NeXt Innovation Corp. Changes Name to GSV Capital Corp.**

Woodside, CA – 6/1/2011 – **NeXt Innovation Corp.** (NASDAQ: GSV), announced today that on May 26, 2011 it filed articles of amendment to its charter with the State of Maryland to formally change its name to GSV Capital Corp. The name change was effective as of May 26, 2011.

**About GSV Capital Corp.**

GSV Capital Corp. is a closed-end investment company that has elected to be treated as a business development company under the Investment Company Act of 1940. The Company invests principally in the equity securities of venture capital-backed, rapidly growing emerging non-public companies.

**Forward-Looking Statements**

Statements included herein may constitute “forward-looking statements,” which relate to future events or our future performance or financial condition. These statements are not guarantees of future performance, condition or results and involve a number of risks and uncertainties. Actual results may differ materially from those in the forward-looking statements as a result of a number of factors, including those described from time to time in our filings with the Securities and Exchange Commission. GSV Capital Corp. undertakes no duty to update any forward-looking statements made herein.

**Contact:**

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