

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norstan, Inc.		12/10/2003	CORPORATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 12		
Property Type	Number	Word Mark
Registration Number:	2524455	CONFERENCEPOINT.COM
Registration Number:	2519217	PROTECNET
Registration Number:	2459160	CONFERENCE POINT
Registration Number:	2432684	NORSTAN
Registration Number:	2436201	NORSTAN
Registration Number:	2448629	NORSTAN
Registration Number:	2340357	
Registration Number:	2337777	NORSTAN
Registration Number:	2337776	NORSTAN
Registration Number:	2447346	
Registration Number:	2436200	
Registration Number:	2448628	NORSTAN

CORRESPONDENCE DATA

Fax Number: (312)863-7812
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7190
Email: nathaniel.panek@goldbergkohn.com
Correspondent Name: Nathaniel Panek
Address Line 1: 55 E. Monroe Street
Address Line 2: Ste. 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.078
NAME OF SUBMITTER:	Nathaniel Panek

Total Attachments: 6
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TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 10th day of December, 2003, is by and between Norstan, Inc., a Minnesota corporation ("Parent") and Wells Fargo Foothill, Inc., a California corporation ("Agent"), as administrative agent for the Lenders (as defined below).

WITNESSETH

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith among Parent, Norstan Communications, Inc., a Minnesota corporation ("Communications (US)") and Vibes Technologies, Inc. ("Vibes," Communications (US) and Vibes and jointly and severally, as the "Borrowers"), certain credit parties from time to time party thereto, the lenders from time to time party thereto ("Lenders") and Agent, as a lender, the arranger and as administrative agent for the Lenders (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and the Lenders have agreed to make certain loans to Borrowers and to extend certain other financial accommodations to or for the benefit of Borrowers;

WHEREAS, pursuant to the terms of that certain Guaranty of even date herewith (the "Guaranty"), Parent has guaranteed all of Borrowers obligations under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parent and Agent, on behalf of itself and the Lenders, agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Parent hereby grants to Agent, on behalf of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Parent's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" applications until a verified statement of use has been filed with respect to such applications), including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a

part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Parent's business connected with the use of and symbolized by the trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Parent represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Parent. If, before the Obligations shall have been satisfied in full and the Loan Agreement has been terminated, Parent shall obtain any new federally registered Trademarks, Parent shall give Agent prompt written notice thereof. Parent hereby agrees that, upon Agent's written request, Parent will execute and deliver to Agent one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by Parent.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Agent shall have all rights and remedies provided in this Mortgage, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Parent, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Parent acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Agent and the Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

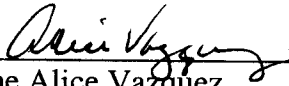
6. Binding Effect; Benefits. This Mortgage shall be binding upon Parent and its successors and assigns, and shall inure to the benefit of Agent and Lenders and their successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER

AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

NORSTAN, INC.

By 
Name Alice Vazquez
Title Vice President and Treasurer

Accepted and Agreed to
as of the date first written above:

WELLS FARGO FOOTHILL, INC., as Agent

By _____
Title _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

NORSTAN, INC.

By _____
Name Alice Vazquez
Title Vice President and Treasurer

Accepted and Agreed to
as of the date first written above:

WELLS FARGO FOOTHILL, INC., as Agent

By 
Title VP

SCHEDULE A

TRADEMARKS

Mark	U.S. Fed. Reg. No.
Conferencepoint.com	2524455
Protecnet	2519217
Conference Point	2459160
Norstan	2432684
Norstan	2436201
(words & design)	
Norstan	2448629
[None]	2340357
(design only)	
Norstan	2337777
(words & design)	
Norstan	2337776
[None]	2447346
(design only)	
[None]	2436200
(design only)	
Norstan	2448628
(words & design)	