

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VisionAir, Inc.		04/21/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3019886	PARTNERS WITH VISION	
CORRESPONDENCE DATA			
Fax Number:	(404)527-3649		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	mlaip@mckennalong.com		
Correspondent Name:	Patricia Rogers		
Address Line 1:	303 Peachtree Street, N.E.		
Address Line 2:	Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	09875.0095		
NAME OF SUBMITTER:	Patricia Rogers		
Signature:	/progers/		
Date:	04/28/2006		

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Total Attachments: 10

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "IP Agreement") is made as of April 20 2006 by and between VisionAIR, Inc., a North Carolina corporation ("Grantor"), and Silicon Valley Bank, a California corporation ("Bank"), and amends and restates that certain Intellectual Property Security Agreement, dated April 21, 2005 in its entirety.

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

The security interest granted hereunder shall terminate, and this IP Agreement shall be of no further force and effect, upon the payment in full of all Obligations owed by Borrower to Bank.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Address of Grantor:

5601 Barabdos Blvd.
Castle Hayne, NC 28429

GRANTOR:

VisionAIR, Inc.

By: *Mike Lyons*
Name: Mike Lyons
Title: CEO/Pendant

BANK:

Silicon Valley Bank

By: *Laura M. Scott*
Name: Laura M. Scott
Title: Senior Vice President

EXHIBIT "A"

COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT "B"

PATENTS

Title/Description

Inventor Name(s)

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT "C"

TRADEMARKS

<u>Title/Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VISIONAIR (servicemark)	2581190	August 23, 2000
VISIONAIR (trademark)	2479984	August 23, 2000
PUBLIC SAFETY SUITE	2466751	April 30, 1999
PARTNERS WITH VISION	3019886	November 29, 2005

**FIRST AMENDMENT
TO
LOAN AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT to Loan and Security Agreement (this "Amendment") is entered into this 20th day of April, 2006, by and between Silicon Valley Bank ("Bank") and VisionAIR, Inc., a North Carolina corporation ("Borrower") whose address is 5601 Barabdos Blvd., Castle Hayne, NC 28429.

RECITALS

A. Bank and Borrower have entered into that certain Loan and Security Agreement dated as of April 21, 2005 (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement").

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has requested that Bank amend the Loan Agreement to (i) renew the facility for an additional year and (ii) make certain other revisions to the Loan Agreement as more fully set forth herein.

D. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

2. Amendments to Loan Agreement.

2.1 Section 2.2.4 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

2.2.4 Collateral Handling Fee. Borrower will pay to Bank a collateral handling fee equal to (a) 0.60% per month, when Borrower's Adjusted Quick Ratio is less than .80 to 1.00, (b) 0.40% per month, when Borrower's Adjusted Quick Ratio is greater than or equal to .80 to 1.00 but less than 1.25 to 1.0 and (c) 0.20% per month, when Borrower's Adjusted Quick Ratio is greater than or equal to 1.25 to 1.0, in each case, of the Financed Receivable Balance for each Financed Receivable outstanding based upon a 360 day year (the "Collateral Handling Fee"). The Collateral Handling Fee with respect to a Financed Receivable is payable when the Advance made based on such Financed Receivable is payable in accordance with Section 2.3 hereof. In Computing Collateral Handling Fees under this agreement, all Collections received by Bank shall be deemed applied by Bank on account of Obligations three (3) Business Days after receipt of the Collections. After an Event of Default, the Collateral Handling Fee will increase an additional 0.50% effective immediately upon such Event of Default.

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2.2 Section 6.6 of the Loan and Security Agreement is hereby deleted in its entirety and replaced with the following:

6.6 **Financial Covenants.** As of the last day of each quarter, Borrower shall maintain a minimum EBITDA as follows:

<u>For the period ending:</u>	<u>Minimum EBITDA:</u>
March 31, 2006	\$50,000
June 30, 2006	\$150,000
September 30, 2006	\$200,000
December 31, 2006	\$300,000

2.3 The definitions of "Applicable Rate" and "Maturity Date" in Section 13.1 of the Loan Agreement are hereby deleted in their entirety and replaced with the following:

"Adjusted Quick Ratio" is the ratio of Quick Assets to Current Liabilities minus Deferred Revenue minus client deposits.

"Applicable Rate" shall mean, (a) when Borrower's Adjusted Quick Ratio is less than .80 to 1.00, Prime Rate plus 3.5%, (b) when Borrower's Adjusted Quick Ratio is greater than or equal to .80 to 1.00 but less than 1.25 to 1.0, Prime Rate plus 2.5% and (c) when Borrower's Adjusted Quick Ratio is greater than or equal to 1.25 to 1.0, Prime Rate plus 1.5%.

"Maturity Date" is April 19, 2007.

3. Limitation of Amendments.

3.1 The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. **Representations and Warranties.** To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

4.1 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

4.2 Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

4.3 The organizational documents of Borrower delivered to Bank on the Closing Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

4.4 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

4.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

4.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on either Borrower, except as already has been obtained or made; and

4.7 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

5. **Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

6. **Effectiveness.** This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of this Amendment by each party hereto, (b) Borrower's payment of a loan fee in an amount equal to \$20,000 and all of Bank's legal costs and expenses in connection herewith, (c) delivery By Borrower of an updated certificates of insurance naming Bank as an "additional insured" with respect to liability insurance and a "lender's loss payee" with respect to casualty insurance, together with a lender's loss payee endorsement in favor of Bank executed by the insurance company or authorized insurance agent and (d) delivery by Borrower of a good standing certificate issued by the North Carolina Secretary of State, dated within 30 days of the execution of this Amendment.

[Signature page follows]

4-24-00, 2:00 PM,
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK

BORROWER

SILICON VALLEY BANK

VISIONAIR, INC.

By: Laura M Scott
Name: Laura M Scott
Title: Senior Vice President

By: Mike Lyons
Name: Mike Lyons
Title: CEO/President



SILICON VALLEY BANK

PRO FORMA INVOICE FOR LOAN CHARGES

BORROWER: VisionAIR, Inc.

LOAN OFFICER: John Peck

DATE: April 20, 2006

<u>Bank Fees</u>	
Loan Fee	\$20,000.00
<u>Outside Counsel Fees</u>	
Documentation Fee	\$1,005.00
UCC Searches (updates)	\$338.10
IP Searches (updates)	\$150.00
PTO Filing Fees (additional TM)	\$40.00
<u>TOTAL FEES DUE</u>	<u>\$21,533.10</u>

Borrower hereby authorizes Bank to Debit DDA #3300467158 for the total amount.

BORROWER:

John A. [Signature] 4/21/06
Authorized Signer (Date)

SILICON VALLEY BANK

John Peck [Signature]
Loan Officer Signature (Date)

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