

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.		04/26/2005	CORPORATION: NORTH CAROLINA
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: 3			
Property Type	Number	Word Mark	
Registration Number:	2581190	VISIONAIR	
Registration Number:	2479984	VISIONAIR	
Registration Number:	2466751	PUBLIC SAFETY SUITE	
CORRESPONDENCE DATA			
Fax Number:	(404)527-4198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-527-4000x4649		
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		
NAME OF SUBMITTER:	Patricia Rogers		
Signature:	/progers/		

CH \$90.00 2581190

Date:

04/26/2005

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the Effective Date by and between VisionAIR, Inc., a North Carolina corporation ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

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: 
Name: Mike Lydos
Title: CEO/President

BANK:

Silicon Valley Bank


By: 
Name: Steven J. DiPasquale
Title: Vice President

EXHIBIT "A"
COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT "B"

PATENTS

Title/Description

Inventor Name(s)

Registration/
Application
Number

Registration/
Application
Date

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

EXHIBIT "D"

MASK WORKS

Description

Registration/
Application
Number

Registration/
Application
Date