

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
Teltronics, Inc.		05/31/2007	CORPORATION: DELAWARE

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

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3226143	CERATO
Registration Number:	3224470	NET-PATH PLUS
Registration Number:	3207929	NET-PATHM
Registration Number:	3224444	NET-PATH
Serial Number:	77037304	OMNIWORKS
Registration Number:	2960283	CYPREON
Registration Number:	2799734	IXP
Registration Number:	2770906	20-20 IXP
Registration Number:	2789443	VOICEFORUM MANAGER
Registration Number:	2744284	VISION I-PHONE
Registration Number:	2787184	VOICEFORUM
Registration Number:	2743983	TELIDENT STS
Registration Number:	2706288	TELIDENT SITEALERT
Registration Number:	2724899	SEB ENTERPRISE AGENT

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Registration Number:	2724898	SEBEA
Registration Number:	2545384	SITE EVENT BUFFER II
Registration Number:	2374716	VISION
Registration Number:	2365304	VISIONWORKS
Registration Number:	2367830	VISIONLS
Registration Number:	2264371	QUEVISION
Registration Number:	2262452	VISIONPATH
Registration Number:	2766975	IRISNGEN
Registration Number:	2371469	SITEALERT
Registration Number:	2175541	911 SOLUTIONS
Registration Number:	1971467	OPTIC
Registration Number:	2067451	OMNI WORKS
Registration Number:	1909194	NET-PATH
Registration Number:	1655282	IDEAS THAT COMMUNICATE
Registration Number:	1340414	20-20

CORRESPONDENCE DATA

Fax Number: (213)630-5720
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-891-5113
Email: trademark@buchalter.com
Correspondent Name: Eliseo Arebalos
Address Line 1: 1000 Wilshire Blvd., 15th Floor
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	F6384-1268
NAME OF SUBMITTER:	Sandra P. Thompson
Signature:	/Sandra P. Thompson/
Date:	07/06/2007

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31 day of May, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., a California corporation, in its capacity as the arranger and administrative agent for the Lender Group and the Bank Product Provider (together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Teltronics, Inc., a Delaware corporation; as borrower ("Borrower"), the lenders party thereto, and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any

requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

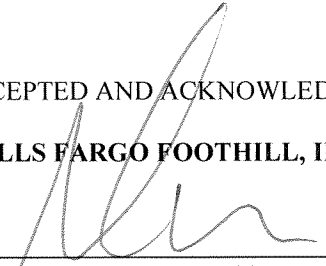
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TELTRONICS, INC.,
a Delaware corporation

By: 
Name: Ewen R. Cameron
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By:  _____

Name: Alexander E. Hechler

Title: Vice President

TRADEMARKS

No.	SRC No.	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
1.	1	Teltronics, Inc.	Cerato	3,226,143	04/03/2007
2.	2	Teltronics, Inc.	Net-Path Plus	3,224,470	04/03/2007
3.	3	Teltronics, Inc.	Net-Pathm	3,207,929	02/13/2007
4.	4	Teltronics, Inc.	Net-Path	3,224,444	04/03/2007
5.	5	Teltronics, Inc.	Omniworks	77-037,304	11/06/2006
6.	6	Teltronics, Inc.	Cypreon	2,960,283	06/07/2005
7.	8	Teltronics, Inc.	IXP	2,799,734	12/30/2003
8.	9	Teltronics, Inc.	20-20 IXP	2,770,906	10/07/2003
9.	10	Teltronics, Inc.	VoiceForum manager	2,789,443	12/02/2003
10.	11	Teltronics, Inc.	Vision I-Phone	2,744,284	07/29/2003
11.	12	Teltronics, Inc.	VoiceForum	2,787,184	11/25/2003
12.	14	Teltronics, Inc.	Telident STS	2,743,983	07/29/2003
13.	15	Teltronics, Inc.	Telident SiteAlert	2,706,288	04/15/2003
14.	16	Teltronics, Inc.	SEB Enterprise Agent	2,724,899	06/10/2003
15.	17	Teltronics, Inc.	SEBea	2,724,898	06/10/2003
16.	19	Teltronics, Inc.	Site Event Buffer II	2,545,384	03/05/2002
17.	21	Teltronics, Inc.	Vision	2,374,716	08/08/2000
18.	23	Teltronics, Inc.	VisionWorks	2,365,304	07/04/2000
19.	24	Teltronics, Inc.	VisionLS	2,367,830	07/18/2000
20.	29	Teltronics, Inc.	QUEVision	2,264,371	07/27/1999

No.	SRC No.	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
21.	30	Teltronics, Inc.	VisionPath	2,262,452	07/20/1999
22.	32	Teltronics, Inc.	IRISnGEN	2,766,975	09/23/2003
23.	35	Teltronics, Inc.	SiteAlert	2,371,469	07/25/2000
24.	36	Teltronics, Inc.	911 Solutions	2,175,541	11/21/1998
25.	38	Teltronics, Inc.	Optic	1,971,467	04/30/1996
26.	42	Teltronics, Inc.	Omni Works	2,067,451	06/03/1997
27.	45	Teltronics, Inc.	Net-Path	1,909,194	08/01/1995
28.	54	Teltronics, Inc.	Ideas that Communicate	1,655,282	09/03/1991
29.	59	Teltronics, Inc.	20-20	1,340,414	06/11/1985