

**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
Logical Choice Technologies, Inc.		08/31/2007	CORPORATION:

**RECEIVING PARTY DATA**

Name:	RBC Centura Bank
Street Address:	75 Fifth Street, Suite 900
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	77193419	AUDIOGEAR FOR THE 21ST CENTURY CLASSROOM
Serial Number:	77193368	AUDIOGEAR
Registration Number:	2484447	STATE-BUYER
Registration Number:	2559608	HIGHERED-BUYER
Registration Number:	2559604	K12-BUYER
Registration Number:	2847626	LOGICAL CHOICE TECHNOLOGIES
Registration Number:	2768525	LOGICAL CHOICE

**CORRESPONDENCE DATA**

Fax Number: (404)572-6999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-572-6900  
 Email: trademarks@pogolaw.com  
 Correspondent Name: Jason A. Bernstein  
 Address Line 1: 1201 W. Peachtree St. NW  
 Address Line 2: One Atlantic Center

CH \$190.00 77193419

Address Line 4: Atlanta, GEORGIA 30309-3488

ATTORNEY DOCKET NUMBER:

139096.00066

NAME OF SUBMITTER:

Jason A. Bernstein

Signature:

/Jason A. Bernstein/

Date:

09/06/2007

Total Attachments: 6

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Customer No.: \_\_\_\_\_  
Loan No.: \_\_\_\_\_

## RBC Centura

### Intellectual Property Security Agreement (SD-L&S)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into and made effective as of August 31, 2007 (the "Effective Date"), by LOGICAL CHOICE TECHNOLOGIES, INC. ("Borrower"), with a mailing address of 3355 Breckinbridge Boulevard, Suite 200, Duluth, Georgia 30096 to RBC CENTURA BANK ("Bank"), with a mailing address of 75 Fifth Street, Suite 900, Atlanta, Georgia 30308.

#### RECITALS

A. Bank has agreed to extend certain financial accommodations to Borrower ("Credit Facilities") as set forth in that certain Loan and Security Agreement (C&I) entered into contemporaneously herewith by and between Bank and Borrower (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a security interest in presently existing and hereafter acquired Collateral, including the Intellectual Property Collateral, and Borrower is required to supplement the grant of the security interest therein with the grant of the security interest herein contained.

NOW, THEREFORE, for good and valuable consideration paid by Bank, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby represents, warrants, covenants and agrees with Bank as follows:

#### AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Obligations, both now existing and hereafter arising, and Borrower's other existing and future representations, warranties and covenants under the Loan Documents, Borrower grants and pledges to Bank a security interest in all of Borrower's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto), together with all proceeds and products 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 and all goodwill associated with all of the foregoing.

2. Rights and Remedies: Exercise. This security interest is granted in conjunction with, and as a supplement to, 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 rights and remedies of Bank set forth in the Loan Agreement, the other Loan Documents and those which are now available and may hereafter become available to Bank as a matter of law and equity, including, without limitation, those set forth in the Code as being available to a "secured party" and "creditor". Bank may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement and in the other Loan Documents. Each right, power and remedy of Bank provided for herein, in the Loan Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Bank of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Bank, of any or all other rights, powers and remedies.

3. Term. The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous

with the term of the security interests granted in the Loan Agreement, and notwithstanding any limitation of, moratorium on and termination of Bank's obligation to make Credit Extensions under the Loan Agreement, Borrower's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. At such time as Borrower shall completely satisfy all Obligations under the Loan Agreement, Bank shall execute and deliver all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder. It shall be an Event of Default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.

4. Registered Intellectual Property. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights which Borrower has registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Borrower obtains subsequent to the Effective Date of this Agreement ("New IP"). Borrower shall give to Bank written notice of all New IP promptly after the acquisition of same, but in any event not less frequently than as required by the Loan Agreement. Borrower hereby authorizes Bank to (i) modify this Agreement unilaterally, but solely, by amending the Exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Bank's Use of Intellectual Property; No Liability. Borrower agrees that the Bank's use of the Intellectual Property Collateral as authorized hereunder and in any other Loan Documents in connection with Bank's exercise of its rights and remedies shall be coextensive with Borrower's rights thereunder and Bank will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Borrower irrevocably designates, constitutes and appoints Bank (and all persons designated by Bank in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Bank and any of Bank's designees, in Borrower's or Bank's name, to take any action and execute any instrument which Bank may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Borrower hereby consents to the filing of a copy or duplicate original of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of a copy or duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Bank's sole discretion to protect and perfect and put the public on notice of Bank's security interest and rights in the Intellectual Property Collateral. Borrower shall from time to time execute and deliver to Bank, at the request of Bank, such other documents, instruments and records that Bank may request in form and substance satisfactory to Bank and its counsel, to perfect and continue Bank's security interest in the Intellectual Property Collateral.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Bank's rights and obligations under the Loan Agreement will succeed to Bank's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

10. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

IN WITNESS WHEREOF, Borrower has caused this Intellectual Property Security Agreement to be executed under seal with authority duly obtained, as of the date first written above.

LOGICAL CHOICE TECHNOLOGIES, INC.

Witness:

By: Cynthia B Kaye  
Print Name: Cynthia B. Kaye  
Title: CEO + President

Shel Lotgren  
Print Name: Shel Lotgren

[CORPORATE SEAL]

EXHIBIT A  
**COPYRIGHTS**

<u>Title of Work</u>	Registration <u>Number</u>	Registration <u>Date</u>
State-Buyer	TXu-919-073	Sept. 29, 1999

EXHIBIT B

**PATENTS**






Description  
none

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT C

**TRADEMARKS**

<u>Mark</u>	<u>Design</u>	<u>Class</u>	<u>Application/ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Status</u>
STATE-BUYER		35	2484447	September 4, 2001	Registered
HIGHERED-BUYER		42	2559608	April 9, 2002	Registered
K12-BUYER		42	2559604	April 9, 2002	Registered
LOGICAL CHOICE TECHNOLOGIES & DESIGN		37, 42	2847626	June 1, 2004	Registered
LOGICAL CHOICE		35, 36, 27, 42	2768525	September 30, 2003	Registered
AUDIOGEAR FOR THE 21ST CENTURY CLASSROOM		9	77193419	May 30, 2007	Pending
AUDIOGEAR		9	77193368	May 30, 2007	Pending
LOGICAL CHOICE		9, 35, 42, 45	78188203	November 22, 2002	Dead
CHOICEBUYER		35, 36, 42	75933149	March 2, 2000	Dead
		35	75869557	December 11, 1999	Dead
BUYER		35	75869449	December 11, 1999	Dead
					
MED-BUYER		42	75821974	October 13, 1999	Dead
DASH-BUYER.COM		35	75821973	October 13, 1999	Dead
GOV-BUYER		42	75821943	October 13, 1999	Dead
SERVICE-BUYER		42	75821942	October 13, 1999	Dead
CORPORATE-BUYER		42	75821941	October 13, 1999	Dead
DASH-BUYER		35	75821042	October 12, 1999	Dead
FED-BUYER		42	75819680	October 12, 1999	Dead
SEALS SYSTEMS ENGINEERING AND LOGISTICAL SUPPORT		42	75579666	October 30, 1998	Dead
COMPUTER MAINTENANCE SPECIALISTS, INC. CMS THE LOGICAL CHOICE		37	1855978	September 27, 1994	Dead

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