

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VisionAIR, Inc. | | 10/31/2007 | CORPORATION: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | Silicon Valley Bank | | |
| Street Address: | 3003 Tasman Dr. | | |
| Internal Address: | HG 150 | | |
| City: | Santa Clara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95054 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77139953 | RAAS | |
| Serial Number: | 77090973 | RECORDS AS A SERVICE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (303)292-4510 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 3032927939 | | |
| Email: | trish.rogers@moyewwhite.com | | |
| Correspondent Name: | Patricia J. Rogers | | |
| Address Line 1: | 1400 16th St. | | |
| Address Line 2: | Suite 600 | | |
| Address Line 4: | Denver, COLORADO 80202 | | |
| ATTORNEY DOCKET NUMBER: | 9882.00066 | | |
| NAME OF SUBMITTER: | Patricia J. Rogers | | |

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Signature:

/patricia j. rogers/

Date:

11/21/2007

Total Attachments: 3

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**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT to Intellectual Property Security Agreement (this "Amendment") is entered into to be effective the 31st day of October, 2007, by and between Silicon Valley Bank ("Bank") and VisionAIR, Inc., a North Carolina corporation ("Borrower").

RECITALS

A. Bank and Borrower have entered into that certain Amended and Restated Intellectual Property Security Agreement dated as of April 20, 2006 (as the same may from time to time be amended, modified, supplemented or restated, the "IP Agreement"), pursuant to which Borrower has granted Bank a security interest in all of Borrower's Intellectual Property.

B. Borrower has requested that Bank amend the IP Agreement to add additional Patents to Exhibit B thereof and to add additional Trademarks to Exhibit C thereof.

C. Bank has agreed to so amend certain provisions of the IP 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 IP Agreement.

2. Amendment to IP Agreement. Exhibit C to the IP Agreement is hereby deleted in its entirety and replaced with Exhibit A to this Amendment.

3. Limitation of Amendment.

3.1 The amendment 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 other amendment, waiver or modification of any other term or condition of the IP Agreement, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the IP Agreement.

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. 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.

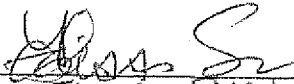
[Signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

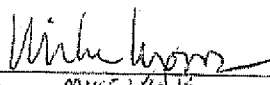
BANK:

SILICON VALLEY BANK

By: 
Name: ELISA SUN
Title: VIS

BORROWER:

VISIONAIR, INC.

By: 
Name: MIKE LYONS
Title: CEO

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EXHIBIT A

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Application/ Registration Number</u> | <u>Application/Registration Date</u> |
|------------------------|---|--|
| VISIONAIR (sevicemark) | 2581190 | August 23, 2000 |
| VISIONAIR (trademark) | 2479984 | August 23, 2000 |
| PUBLIC SAFETY SUITE | 2466751 | April 30, 1999 |
| PARTNERS WITH VISION | 3019886 | November 29, 2005 |
| RAAS | 77139953 | March 26, 2007 |
| RECORDS AS A SERVICE | 77090973 | January 25, 2007 |

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