

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
BORDERCOMM PARTNERS, L.P.		12/26/2007	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	BANK OF TEXAS, N.A.		
Street Address:	6105 W. Park Blvd.		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	national banking association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3188559	BORDERCOMM	
Registration Number:	3300509	XCNETWORKS	
CORRESPONDENCE DATA			
Fax Number:	(214)855-7584		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-855-7500		
Email:	docketing@munsch.com		
Correspondent Name:	Bill Lang		
Address Line 1:	500 N. Akard Street		
Address Line 2:	3800 Lincoln Plaza		
Address Line 4:	Dallas, TEXAS 75201-6659		
ATTORNEY DOCKET NUMBER:	4827.124		
NAME OF SUBMITTER:	James L. Baudino		
Signature:	/James L. Baudino/		

CH 3188559 \$65.00

Date:

02/07/2008

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is dated effective as of December 31, 2007, by and between **BORDERCOMM PARTNERS, L.P.**, a Texas limited partnership, whose address is 6842 Industrial Ave., El Paso, Texas 79915 ("Debtor"), and **BANK OF TEXAS, N.A.**, a national banking association, whose address is 6105 W. Park Blvd., Plano, Texas 75093 (the "Secured Party").

RECITALS:

WHEREAS, Debtor owns the trademarks, trademark registrations and trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated effective as of December 31, 2007 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Debtor and Secured Party, Debtor has granted to Secured Party a security interest in, among other collateral security, all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Trademarks of Debtor and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a continuing security interest in all right, title and interest of Debtor in, to and under the following (all of the following items or types of property being herein collectively referred to as the ("Trademark Collateral"), whether presently existing or hereafter created or acquired:

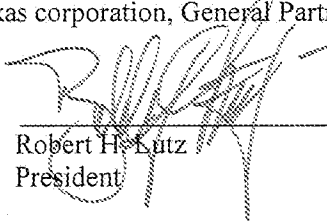
- (a) all Trademarks, including, without limitation, the Trademarks, service marks, trade names, trademark registrations, trademark applications listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (b) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark, including, without limitation, the Trademarks, service marks, trade names, and trademark registrations listed on Schedule 1 annexed hereto and the trademark registrations issued with respect to the trademark applications listed on Schedule 1 or (ii) injury to the goodwill associated with any Trademark, service mark, trade name or trademark registration.

This security interest is granted in conjunction with, but not limited by, the terms of the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the continuing lien and 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.

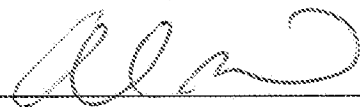
IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed effective as of the 26th day of December, 2007.

DEBTOR:
BORDERCOMM PARTNERS, L.P.,
a Texas limited partnership

By: TSBL Management, Inc., a
Texas corporation, General Partner

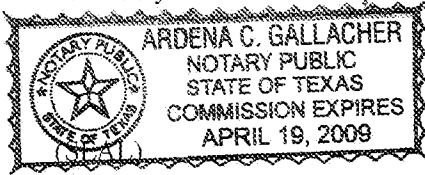
By: 
Robert H. Kutz
President

SECURED PARTY:
BANK OF TEXAS, N.A.

By: 
Alan Morris
Vice President

STATE OF TEXAS §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this 30th day of January, 2008, by Alan Morris, the Vice President of Bank of Texas, N.A., a national banking association on behalf of said entity.



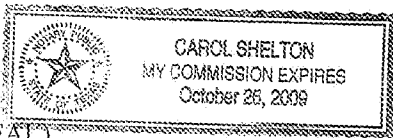
Ardena C. Gallacher
Notary Public

Ardena C. Gallacher
Printed Name

My Commission Expires:

STATE OF TEXAS §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 31st day of December, 2008, by Robert H. Lutz, the President of TSBL Management, Inc., a Texas corporation, the general partner of Bordercomm Partners, L.P., a Texas limited partnership, on behalf of said entity.



(SEAL)

Carol Shelton
Notary Public

Printed Name

My Commission Expires:

SCHEDULE 1

TRADEMARKS

All 20 years except as shown:

TRADEMARK	REGISTRATION NO.	DATED
Bordercomm, Partners, L.P.	3,188,559	December 26, 2006
XC Networks, Ltd.	3,300,509	October 2, 2007