

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

7209.9

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

XETA TECHNOLOGIES, INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Oklahoma
 Other _____

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: COMMERCE BANK, N.A.

Internal

Address: _____

Street Address: 6130 E. 81st Street

City: Tulsa

State: OK

Country: _____ Zip: 74137

- Association Citizenship U.S.
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 11/06/2009

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,307,280

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gable & Gotwals

Internal Address: Attn: Paul E. Rossler

Street Address: 100 W. 5th Street, Floor 10

City: Tulsa

State: OK Zip: 74103

Phone Number: (918) 595-4963

Fax Number: (918) 595-4990

Email Address: iplaw@gablelaw.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number 501971

Authorized User Name Paul E. Rossler

9. Signature:


Signature

11/09/2009
Date

Paul E. Rossler

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

**Recordation of Assignment
Trademarks**

Continuation of Item 4.B (Trademark Registration No.(s))

1,503,697

2,573,060

1,837,774

1,875,827

TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of the 6th day of November, 2009, between XETA TECHNOLOGIES, INC., an Oklahoma corporation (the "Borrower"), and COMMERCE BANK, N.A., a national banking association (the "Lender").

Borrower and Lender hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement entered into by Borrower and Lender dated of even date herewith (the "Loan Agreement").

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Commercial Tort Claims" shall have the meaning provided in the UCC except it shall refer only to such claims in an amount in excess of \$25,000.00 that have been asserted in judicial proceedings.

"Loan Agreement" means that certain Loan Agreement, dated as of the date hereof, between Borrower and Lender.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Oklahoma as it may be revised.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer or other disposition of any Collateral by Borrower; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Indebtedness, Borrower hereby grants to Lender a security interest in, and a mortgage upon, all

of Borrower's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Borrower connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intellectual or other intangible property of Borrower of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged.

SECTION 3. Continuing Security Interest. Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 4. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in, the Loan Agreement, the Security Agreement or any other Security Instruments, all terms and provisions of which are incorporated herein by reference.

SECTION 5. Representations and Warranties. Borrower represents and warrants to Lender that a true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by Borrower, in whole or in part, is set forth in Schedule A.

SECTION 6. Further Acts. On a continuing basis, Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Borrower's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO, at the expense of Borrower. In addition, Borrower authorizes Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Lender. If Borrower shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral, Borrower shall immediately notify Lender in a writing signed by Borrower of the brief details thereof and grant to Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Lender.

SECTION 7. Authorization to Supplement. If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Borrower's obligations under this Section 6, Borrower authorizes Lender to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all the Collateral, whether or not listed on Schedule A.

SECTION 8. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower, Lender and their respective successors and assigns. Borrower may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Law of the State of Oklahoma, except as required by mandatory provisions of Law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Oklahoma.

SECTION 10. Entire Agreement; Amendment. This Agreement, the Loan Agreement, and the Security Instruments, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Lender unilaterally

may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Loan Agreement or the Security Agreement, the terms and provisions of the Loan Agreement and the Security Agreement shall control. *In the event of any direct conflict between the express terms and provisions of this Agreement and of the Security Agreement, the terms and provisions of the Security Agreement shall control.*

SECTION 11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 12. Termination. Upon payment and performance in full of all Indebtedness and the termination of the Commitment, the security interests created by this Agreement shall terminate and Lender (at Borrower's expense) shall promptly execute and deliver to Borrower such documents and instruments reasonably requested by Borrower as shall be necessary to evidence termination of all such security interests given by Borrower to Lender hereunder, including cancellation of this Agreement by written notice from Lender to the PTO.

SECTION 13. No Inconsistent Requirements. Borrower acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.


SECTION 14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.

SECTION 15. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

XETA TECHNOLOGIES, INC., an Oklahoma corporation

By: 
Robert B. Wagner, Chief Financial Officer

"Borrower"

COMMERCE BANK, N.A. a national banking association

By: 
Chris Amburgy, Executive Vice President

"Lender"

SCHEDULE A

TRADEMARKS

FOR

XETA TECHNOLOGIES, INC.

Mark	Country	Status	Serial No./Reg. Date	Reg. No./Reg. Date	Comments
VIRTUAL XL	USA	Registered	75/552,549 09/14/98	2,307,280 01/11/00	Renewal Due 01/11/20
XETA	USA	Registered	73/700,037 12/10/87	1,503,697 09/13/88	Renewal Due 09/13/18
XETA TECHNOLOGIES	USA	Registered	76/116,778 08/24/00	2,573,060 05/28/02	Renewal Due 05/28/12
XL	USA	Registered	74/414,071 07/19/93	1,837,774 05/31/94	Renewal Due 05/31/14
XPBRT	USA	Registered	74/259,494 03/26/92	1,875,827 01/24/95	Renewal Due 01/24/15