

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY 80034-1337 2	
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): <p style="font-size: 1.2em; margin-left: 20px;">" See attached list "</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Corporation- State: _____</p> <p><input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>General Electric Capital Corporation, as</u> Internal agent Address: _____ Street Address: <u>500 W. Monroe</u> City: <u>Chicago</u> State: <u>IL</u> Country: <u>U.S.A.</u> Zip: <u>60661</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>December 7, 2009</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> 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) _____ Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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: <u>Laura L. Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> _____ Street Address: <u>35 W. Wacker Drive</u> _____ City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-5600</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u>	6. Total number of applications and registrations involved: 11 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>290.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: Deposit Account Number <u>232428</u> Authorized User Name <u>L. Konrath</u>
9. Signature: <div style="text-align: center; margin-top: 10px;"> _____ Signature </div> Date: <u>12/16/09</u> _____ Name of Person Signing: <u>Laura L. Konrath</u>	Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

American LegalNet, Inc.
www.FormeWorkflow.com

CH \$290.00 232428 77696824

CONTINUATION ITEM 1

1. Telematrix, Inc.
a Delaware Corporation
2. SCITEC, Inc.
an Illinois Corporation
3. TMX Funding, Inc.
a Delaware Corporation

Continuation Item 4

Country	F&R Matter No	Mark	Owner	Appin No.	Filing Dt	Reg No	Reg Dt	Status	Class	Description
UNITED STATES	10569-0030001	TOUCHLITE	TeleMatrix, Inc.	75/618,440	1/11/1999	2,488,258	9/11/2001	Registered	9	Telephones.
UNITED STATES	10569-0010001	STEELTRAP	TeleMatrix, Inc.	76/193,481	1/11/2001	2,701,081	3/25/2003	Registered	9	Telephones containing memory devices, namely, computer chips.
UNITED STATES	10569-0022001.e	TELECONCEPTS	TeleMatrix, Inc.	77/429,873	3/24/2008			Allowed	9	Telephones.
UNITED STATES	10569-0028001.e	TELEMATRIX	TeleMatrix, Inc.	77/153,063	4/10/2007	3,359,081	12/25/2007	Registered	9	Telephone apparatus; telephone connectors; telephone sets; telephones.
UNITED STATES	10569-0029001.e	MARQUIS	TeleMatrix, Inc.	74/453,037	11/1/1993	1,984,451	7/2/1996	Registered	9	Telephones.
UNITED STATES	10569-0035001.e	PRIORITYCARE	TeleMatrix, Inc.	77/696,824	3/23/2009			Pending	35	Customer services in the field of telecommunications.
UNITED STATES	10569-0036001.e	IPRIORITYCARE SPECTRUM PLUS	TeleMatrix, Inc.	77/696,854	3/23/2009			Pending	35, 37, 42	Customer service in the field of telecommunications. Technical support services, namely, configuration and installation of telecommunication hardware. Technical support services, namely, monitoring of hardware, providing firmware remotely and on-line trouble shooting.
UNITED STATES	10569-0038001.e	ADTIGA	TeleMatrix, Inc.	77/696,876	3/23/2009			Pending	9	Telephones.
UNITED STATES	10569-0040001.e		TeleMatrix, Inc.	77/706,861	4/3/2009			Published	9	Telephones.
UNITED STATES	10569-0030001.e	SCITEC	Scitec, Inc.	78/195,692	12/18/2002	3,067,343	3/14/2006	Registered	9	Telephones for use in hospitality, healthcare, business, and consumer facilities.
UNITED STATES	10569-0031001.e	AEGIS	Scitec, Inc.	75/230,727	1/24/1997	2,137,062	2/17/1996	Registered	9	Telephones.

2

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 7, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Agent to enter into the Credit Agreement and to induce the Lenders and to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

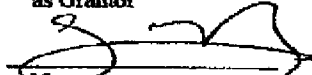
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

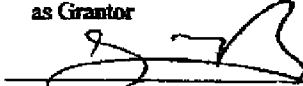
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

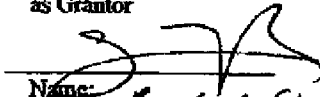
TELEMATRIX, INC.
as Grantor

By: 
Name: BING N. SUN
Title: CEO

SCITEC, INC.
as Grantor

By: 
Name: BING SUN
Title: CEO

TMX FUNDING, INC.
as Grantor

By: 
Name: BING N. SUN
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

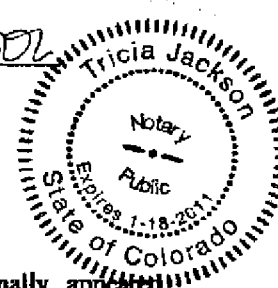
State of COLORADO)

County of EL PASO)

ss.

On this 2nd day of DECEMBER 2009 before me personally appeared BING SUN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Telematrix, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Tricia Jackson
Notary Public



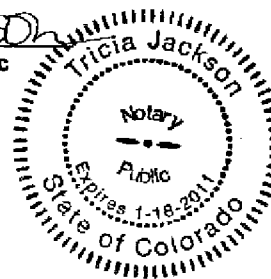
State of COLORADO)

County of EL PASO)

ss.

On this 2nd day of DECEMBER 2009 before me personally appeared BING SUN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Scitec, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Tricia Jackson
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 004118 FRAME: 0549

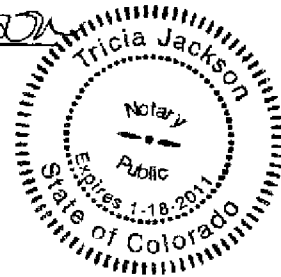
State of COLORADO)

County of B. PASO)

ss.

On this 2nd day of DECEMBER, 2009 before me personally appeared BING SUN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TMX Funding, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Tricia Jackson
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

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.

Very truly yours,

TELEMATRIX, INC.
as Grantor

By: _____
Name:
Title:

SCITEC, INC.
as Grantor

By: _____
Name:
Title:

TMX FUNDING, INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: Kathleen M. Bird
Name: Kathleen M. Bird
Title: VP

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Country	FAIR Matter No	Mark	Owner	Appln No	Filing Dt	Reg No	Reg Dt	Status	Class	Description
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UNITED STATES	10569-0035001e	PRIORITYCARE	TeleMatrix, Inc.	77/696,924	3/23/2009			Pending	35	Customer services in the field of telecommunications.
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UNITED STATES	10569-0031001e	AEGIS	Scitec, Inc.	76/230,727	1/24/1997	2,137,062	2/17/1998	Registered	9	telephones

TRADEMARK

RECORDED: 12/18/2009

REEL: 004118 FRAME: 0552