

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hotel Technology Solutions, Inc.		05/24/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	XETA Technologies, Inc.		
Street Address:	1814 West Tacoma Street		
City:	Broken Arrow		
State/Country:	OKLAHOMA		
Postal Code:	74012-1406		
Entity Type:	CORPORATION: OKLAHOMA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3328561	ROOM CENTER	
Registration Number:	3323034	LORICA SOLUTIONS	
Registration Number:	3323032	LORICA	
CORRESPONDENCE DATA			
Fax Number:	(585)232-2152		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	5852326500		
Email:	bshaw@hselaw.com		
Correspondent Name:	Brian B. Shaw		
Address Line 1:	1600 Bausch & Lomb Place		
Address Line 4:	Rochester, NEW YORK 14604-2711		
ATTORNEY DOCKET NUMBER:	97008.000005		
NAME OF SUBMITTER:	Brian B. Shaw		
Signature:	/Brian Shaw/		

CH \$90.00 3328561

Date:

05/19/2011

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made effective as of the 24th day of May, 2010, by HOTEL TECHNOLOGY SOLUTIONS, INC., a Delaware corporation d/b/a *Lorica Solutions* ("Assignor") in favor of XETA TECHNOLOGIES, INC., an Oklahoma corporation ("Assignee").

Recitals

A. Pursuant to an Asset Purchase Agreement date of even date herewith Assignor has sold to Assignee all or substantially all of Assignor's assets used or useful its business for the design, installation and maintenance of converged managed networks for hotels, with all intellectual property, permits, licenses and all general intangibles, including the *Lorica Solutions* trade name and related logos, and all rights, title and interests in Seller's proprietary hardware and software, including but not limited to all designs, schematics, supporting documentation, software and tools for the *Lorica Room Center*, *Lorica Management Node* software, and any other proprietary software or hardware owned by the Seller.

B. Assignor owns certain trademarks for ROOM CENTER (Registration No.3,328,561), LORICA SOLUTIONS (Registration No. 3,323,034) and LORICA (Registration No. 3,323,032) (the "Trademarks") and all goodwill associated therewith.

C. The parties desire for Assignor to execute and deliver this Assignment to Assignee so that Assignee may have the same filed in the United States Patent and Trademark Office so that Assignee may be henceforth shown as the registered owner of the Trademarks.

Terms

NOW, THEREFORE, in consideration of the foregoing premises, which are hereby incorporated as operative terms herein, and the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration the receipt of which is hereby acknowledged, Assignor by these presents, does hereby agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's rights, title and interest in and to the Trademarks and all goodwill associated therewith.
2. Representations and Warranties. Assignor represents and warrants to Assignee that Assignor is the owner of the Trademarks. Assignor further represents and warrants to Assignee that Assignor has not previously assigned, transferred, hypothecated, or released any interest in and to the Trademarks, and that the Trademarks will be free and clear of all manner of claims, liens, charges and encumbrances of any kind when transferred to Assignee pursuant to this Assignment. Assignor further represents and warrants to Assignee that its interests in the Trademarks are fully assignable.
3. Authorization. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to issue any and all registrations and renewals of the Trademarks to Assignee.

4. Governing Law, Jurisdiction, Venue and Binding Effect. This Assignment shall be governed by and construed in accordance with the laws of the State of Oklahoma. This Assignment shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. The person executing this document on behalf of the Assignor hereto hereby represents and warrants that he or she has the authority to execute this Assignment and to bind the party for which such person so executes this Assignment.

5. Notification and Further Assurances. Assignor agrees to do all such things, and to execute and deliver such further instruments of assignment as may be reasonably necessary or appropriate in order to perfect the transfer and assignment hereby effected.

IN WITNESS WHEREOF the undersigned has caused this Assignment to be executed and delivered by its duly authorized officer as of the 24th day of May, 2010.

"Assignor"

HOTEL TECHNOLOGY SOLUTIONS, INC.,
a Delaware corporation *d/b/a Loriea Solutions*

By: 

Mark Holzberg, Chairman and Chief Executive Officer