

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commerce Bank, N.A.		05/26/2011	National Banking Association: UNITED STATES
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: 5			
Property Type	Number	Word Mark	
Registration Number:	1503697	XETA	
Registration Number:	1837774	XL	
Registration Number:	1875827	XPERT	
Registration Number:	2307280	VIRTUAL XL	
Registration Number:	2573060	XETA TECHNOLOGIES	
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		

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TRADEMARK
REEL: 004552 FRAME: 0008

CH \$140.00 1503697

NAME OF SUBMITTER:	Brian B. Shaw
Signature:	/Brian Shaw/
Date:	06/01/2011
Total Attachments: 2 source=CommerceSecurityRelease#page1.tif source=CommerceSecurityRelease#page2.tif	

RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT dated as of May 26, 2011, is made by COMMERCE BANK, N.A., a national banking association (COMMERCE BANK).

RECITALS

Reference is made to (i) the Loan Agreement dated November 6, 2009 by and between XETA TECHNOLOGIES, INC., an Oklahoma corporation (XETA) and COMMERCE BANK and (ii) the Trademark Security Agreement dated November 6, 2009 by and between XETA and COMMERCE BANK, the Trademark Security Agreement recorded at reel 4093, frame 0678 in the US Patent & Trademark Office.

WHEREAS pursuant to the Trademark Security Agreement, XETA granted to COMMERCE BANK a security interest in, and a mortgage upon, all of XETA's right, title and interest in, to and under the property defined as the Collateral, in each case whether then or thereafter existing or arising or in which XETA then or thereafter owns, acquires or develops an interest wherever located, including the marks, names and applications described in there included Schedule A.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, COMMERCE BANK hereby terminates and releases its security interest in and mortgage upon all of the Collateral, including that set forth on attached Schedule A, and COMMERCE BANK hereby assigns and transfers to XETA, without recourse, all of the COMMERCE BANK's right, title and interest in and to each Collateral, including each trademark and accompanying trademark registration along with the associated goodwill and those trademarks and trademark registrations set forth on attached Schedule A along with any associated goodwill, effective as of the date set forth above.

COMMERCE BANK agrees to provide XETA, or its designee, with any information (to the extent COMMERCE BANK is aware of such information) and any additional authorization and documentation necessary to effect the release and termination of COMMERCE BANK's security interest in the Property listed on attached Schedule A, in each case as reasonably requested by and at the cost and expense of XETA.

IN WITNESS HEREOF, COMMERCE BANK has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

By:

COMMERCE BANK, N.A.

By: 

Name: Chris Ambush

Title: EVP

SCHEDULE A

Mark	Serial No.	Application Date	Registration No.	Registration Date
XETA	73/700,037	December 10, 1987	1,503,697	September 13, 1988
XL	74/414,071	July 19, 1993	1,837,774	May 31, 1994
XPRT	74/259,494	March 26, 1992	1,875,827	January 24, 1995
VIRTUAL XL	75/552,549	September 14, 1998	2,307,280	January 11, 2000
XETA TECHNOLOGIES	76/116,778	August 24, 2000	2,573,060	May 28, 2002