

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in US Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
XETA Technologies, Inc.		06/03/2011	CORPORATION: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as collateral agent		
<b>Street Address:</b>	Bank of America Plaza		
<b>Internal Address:</b>	901 Main Street		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202-3714		
<b>Entity Type:</b>	a National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2307280	VIRTUAL XL	
Registration Number:	1503697	XETA	
Registration Number:	2573060	XETA TECHNOLOGIES	
Registration Number:	1837774	XL	
Registration Number:	1875827	XPERT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128198200		
<b>Email:</b>	fcutajar@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Patents & Trademarks		
<b>Address Line 4:</b>	New York, NEW YORK 10036		

**OP \$140.00 2307280**

**900194681**

**TRADEMARK  
 REEL: 004564 FRAME: 0320**

ATTORNEY DOCKET NUMBER:	1128782-0007
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	06/15/2011
Total Attachments: 5 source=XETATMGrantToBOA#page1.tif source=XETATMGrantToBOA#page2.tif source=XETATMGrantToBOA#page3.tif source=XETATMGrantToBOA#page4.tif source=XETATMGrantToBOA#page5.tif	

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

June 3, 2011

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, XETA Technologies, Inc. (the "Grantor") with principal offices at One PAETEC Plaza, 600 Willowbrook Office Park, Fairport, NY, 14450, hereby grants to Bank of America, N.A., as Collateral Agent, with principal offices at 901 Main Street, Dallas, TX, 75202, (the "Grantee"), a security interest in (i) all of the Grantor's rights, title and interest in and to the United States trademarks and all trademark applications (the "Trademarks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto, the Grantee (as successor in interest to Deutsche Bank Trust Company Americas) and each Authorized Representative (as defined in the Security Agreement) from time to time party thereto, dated as of February 28, 2007 and amended and restated as of June 29, 2009 (as the same may be further amended, modified, restated, and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement and is not intended to increase the rights of the Grantee pursuant to the Security Agreement or the obligations of the Grantee beyond the rights and obligations contained in the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

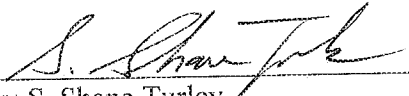
Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, have the meanings provided or provided by reference in the Security Agreement.

This Grant may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

XETA TECHNOLOGIES, INC., Grantor

By:   
Name: S. Shane Turley  
Title: Vice President, Corporate Compliance  
Officer and Assistant Secretary

BANK OF AMERICA, N.A.,  
as Collateral Agent and Grantee

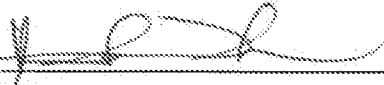
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

XETA TECHNOLOGIES, INC., Grantor

By: \_\_\_\_\_  
Name: S. Shane Turley  
Title: Vice President, Corporate Compliance  
Officer and Assistant Secretary

BANK OF AMERICA, N.A.,  
as Collateral Agent and Grantee

By:  \_\_\_\_\_  
Name:  
Title: Antonikia (Toni) Thomas  
Assistant Vice President

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Virtual XL	2,307,280	Jan. 1, 2000
XETA	1,503,697	Sept. 13, 1988
XETA Technologies	2,573,060	May 28, 2002
XL	1,837,774	May 31, 1994
XPERT	1,875,827	Jan. 24, 1995