

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TransNexus, Inc.		08/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	XoIP-Tech, LLC		
Street Address:	3300 Wood Valley Road, NW		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30327		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3294713	PEERINGHOUSE	
Registration Number:	3484880	NEXOSS	
Registration Number:	2954884	NEXTRANSIT	
Registration Number:	2377537	CLEARIP	
Registration Number:	2431049	CLEARIP	
Registration Number:	2278410	TRANSNEXUS	
CORRESPONDENCE DATA			
Fax Number:	(770)234-5962		
Phone:	7708049080		
Email:	swigmore@srtslaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Steven P. Wigmore, Esq		
Address Line 1:	SMITH RISLEY, Two Ravinia, Drive		
Address Line 2:	Suite 700		
Address Line 4:	Atlanta, GEORGIA 30346		

OP \$165.00 3294713

ATTORNEY DOCKET NUMBER:	20046.TRADEMARK
NAME OF SUBMITTER:	Steven P. Wigmore, Reg. No. 40,447
Signature:	/SPW/
Date:	10/02/2011

Total Attachments: 9

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") dated as of the 31st day of August, 2011, is executed and delivered by TransNexus, Inc., a Delaware corporation with its principal place of business and chief executive office located at 75 Fifth Street, NW, Suite 333, Atlanta, GA 30308 (the "Debtor"), in favor of XoIP-Tech, LLC, a Georgia limited liability company (the "Secured Party").

WHEREAS, Debtor has executed and delivered a secured promissory note in the principal amount of up to [REDACTED] dated August 31, 2011 in favor of the Secured Party (the "Note"); and

WHEREAS, the Debtor agrees that payments under the Note are to be secured by assets of the Debtor;

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtor, the Debtor hereby agrees with the Secured Party as follows:

Section 1. Grant of Security. To secure the prompt and complete payment, observance and performance when due (whether at stated maturity, by acceleration or otherwise) of (a) all of the obligations of Debtor under the Note and any extensions, modifications, changes, substitutions, restatements, renewals, amendments, or increases or decreases thereof, (b) all of the obligations of Debtor under this Agreement and any extensions, modifications, changes, substitutions, restatements or amendments hereof, or (c) any and all other indebtedness now owing or which may hereafter be owing by Debtor to Secured Party, now existing or hereafter coming into existence, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due to become due, and all renewals, modifications, consolidations and extensions thereof and substitutions therefor, either in whole or in part (collectively, the "Obligations"), the Debtor hereby collaterally assigns and pledges to the Secured Party, and grants to the Secured Party a security interest and lien in and to, all of the Debtor's right, title and interest in and to all now owned and hereafter acquired and wherever located personal property of Debtor, including but not limited to the following personal property, each capitalized term as defined in Article 9 of the Georgia Uniform Commercial Code ("UCC"):

- i. Accounts, including all contract rights and health-care-insurance receivables;
- ii. Inventory, including all returned inventory;
- iii. Equipment, including all Accessions thereto, and all manufacturer's warranties, parts and tools therefor;
- iv. Investment Property, including but not limited to all certificated securities and/or securities account(s);
- v. Instruments, including all promissory notes and certificated certificates of deposit;
- vi. Deposit Accounts, including but not limited to those with Secured Party;
- vii. Chattel Paper (whether tangible or electronic);
- viii. Goods;

- ix. Letter of Credit Rights;
- x. Documents of Title, including all warehouse receipts and bills of lading;
- xi. Commercial Tort Claims;
- xii. Money, including currency and/or rare coins delivered to and in possession of the Secured Party;
- xiii. Software;
- xiv. General Intangibles, including but not limited to all Payment Intangibles, copyrights, trademarks, service marks, patents, tradenames, domain names, tax refunds, company records (paper and electronic), rights under equipment leases, warranties and software licenses;
- xv. Supporting Obligations; and
- xvi. All proceeds (cash and non-cash) and products of the foregoing,

including but not limited to the assets listed on Schedule 1 to this Agreement (hereinafter all the foregoing personal property being herein collectively called the "Collateral").

Section 2. Representations and Warranties. The Debtor represents and warrants to the Secured Party as follows: (a) Debtor is a corporation formed and existing under the laws of the State of Delaware, (b) the correct corporate name and address of the principal place of business of the Debtor is set forth in the first paragraph of this Agreement, (c) Schedule 2(b) sets forth all addresses at which any of the Collateral will be located; and (d) it is the intent of the Debtor that this Agreement create a valid and perfected first-priority security interest in the Collateral, securing the payment of the Obligations.

Section 3. Continued Priority of Security Interest; Further Actions; Power of Attorney.

(a) Except to the extent that the Secured Party may consent, in its sole discretion, to the release of Collateral, the security interest shall at all times be valid, perfected and of first priority and enforceable against the Debtor and all other persons, in accordance with the terms of this Agreement, as security for the Obligations. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until indefeasible payment and performance in full of the Obligations, (ii) be binding upon the Debtor, its successors and assigns and (iii) inure to the benefit of the Secured Party, and its successors and assigns. The Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession thereof or therefore.

(b) The Debtor shall, at its sole cost and expense, take all action that may be necessary or desirable, or that the Secured Party may request, so as at all times to maintain the validity, perfection, enforceability and priority of the security interest in the Collateral in conformity with the requirements of this Section 3, or to enable the Secured Party to exercise or enforce its rights hereunder, including without limitation: (a) paying all taxes, assessments and other claims lawfully levied or assessed on any of the Collateral; (b) obtaining landlords', mortgagees', mechanics', bailees', warehousemen's, processors' or other parties' releases, subordinations or waivers with respect to any or all of the Collateral, in form and substance satisfactory to the Secured Party; (c) executing and delivering financing statements, pledges, designations, mortgages, deeds to secure debt, deeds of trust, hypothecations, notices and assignments, in each case in form and substance satisfactory to the Secured

Party, relating to the creation, validity, perfection, priority or continuation of the security interest under the Uniform Commercial Code or other applicable law.

(c) The Secured Party is hereby authorized to execute and file in all necessary and appropriate jurisdictions (as determined by the Secured Party) one or more financing or continuation statements in the name of the Debtor and to sign the Debtor's name thereto. The Debtor authorizes the Secured Party to file any such financing statement, document or instrument without the signature of the Debtor to the extent permitted by applicable law. Further, to the extent permitted by applicable law, a carbon, photographic, xerographic or other reproduction of this Agreement or of any financing statement is sufficient as a financing statement.

(d) The Debtor hereby irrevocably constitutes and appoints the Secured Party as the Debtor's true and lawful attorney-in-fact with full power of substitution, in the Secured Party's name or the Debtor's name or otherwise, for the Secured Party's sole use and benefit, to take the actions described in this Section 3. The Debtor agrees that the powers of attorney granted herein are coupled with an interest and shall be irrevocable until full, final and irrevocable payment and performance of the Obligations and that neither the Secured Party nor any officer, director, employee or agent of the Secured Party shall be liable for any act or omission, or for any mistake or error of judgment, in connection with any such powers. Notwithstanding the foregoing, the Secured Party shall be under no duty to exercise any such powers, or to collect any amount due on the Collateral, to realize on the Collateral, to keep the Collateral, to make any presentment, demand or notice of protest in connection with the Collateral, or to perform any other act relating to the enforcement, collection or protection of the Collateral.

Section 4. Covenants of the Debtor. Except to the extent that the Secured Party may consent:

(a) The Debtor will give the Secured Party at least sixty (60) days' prior written notice of any change in the Debtor's principal place of business, movement of any part of the Collateral to another location, any change in the Debtor's name, identity or structure, or the doing of business under any name other than the name indicated in the first paragraph of this Agreement, including by virtue of a merger or sale of assets.

(b) The Debtor shall not merge or consolidate with any other business entity or sell, lease or transfer or otherwise dispose of all or a substantial portion of its assets to any other person or business entity, fail to maintain its existence as a corporation, or sell any Collateral outside the ordinary course of its business.

(c) The Debtor shall account fully and faithfully for, and upon the Secured Party's request, promptly pay or turn over to the Secured Party, proceeds in whatever form received in disposition in any manner of any of the Collateral.

(d) The Debtor shall protect and preserve all the Collateral. The Debtor shall not, without the consent of the Secured Party to be granted in its sole discretion, create, assume, incur or permit to be created, assumed or incurred any lien or other encumbrance of any kind upon any of the Collateral other than in favor of the Secured Party. The inclusion of "proceeds" of the Collateral under the security interest granted hereby shall not be deemed a consent by the Secured Party to any sale or other disposition of any part or all of the Collateral.

Section 5. Events of Default. "Event of Default" is any event defined as an "Event of Default" in the Secured Promissory Note of even date herewith in the principal amount of up to \$10,000,000.00 made by Debtor in favor of the Secured Party.

Section 6. Remedies. The Secured Party may take any or all of the following actions upon the occurrence of an Event of Default hereunder.

(a) **Acceleration.** Upon the occurrence of an Event of Default, the Secured Party may declare all of the Obligations to be forthwith due and payable, whereupon the same shall immediately become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived, anything in this Agreement or any other agreement evidencing any Obligations to the contrary notwithstanding.

(b) **Rights as a Secured Creditor.** The Secured Party may exercise all of the rights and remedies of a Secured Party under the Uniform Commercial Code and under any other applicable law, including, without limitation, the right, without notice except as specified below and with or without taking possession thereof, to take possession of and sell the Collateral or any part thereof in one or more parcels at public or private sale at any location chosen by the Secured Party, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Secured Party may deem commercially reasonable. The Debtor agrees that upon demand by Secured Party after an Event of Default, the Debtor will promptly assemble the Collateral and make the Collateral available to Secured Party at a place convenient to Secured Party. The Debtor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to the Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification, but notice given in any other reasonable manner or at any other reasonable time shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Debtor hereby waives any right to require any marshaling of assets and any similar right.

Section 7. Application of Proceeds. All proceeds from each sale of, or other realization upon, all or any part of the Collateral following an Event of Default shall be applied or paid over as follows: (a) to the payment of all costs and expenses incurred in connection with such sale or other realization, including reasonable attorneys' fees if the Secured Party endeavored to collect the Obligations by or through an attorney at law; (b) to the payment of the interest due upon any of the Obligations in any order which the Secured Party may elect; (c) to the payment of the principal due upon any of the Obligations in any order which the Secured Party may elect; and (d) the balance (if any) of such proceeds shall be paid to the Debtor or to whomsoever may be legally entitled thereto. The Debtor shall remain liable and shall pay, on demand, any deficiency remaining in respect of the Obligations, together with interest thereon at a rate per annum equal to the highest rate then payable hereunder on such Obligations, which interest shall constitute part of the Obligations.

Section 8. Rights Cumulative. The rights and remedies of the Secured Party under this Agreement, the Note and each other document or instrument evidencing or securing the Obligations

shall be cumulative and not exclusive of any rights or remedies which they would otherwise have, including, but not limited to, those rights afforded by the Uniform Commercial Code and other applicable laws. In exercising its rights and remedies the Secured Party may be selective and no failure or delay by the Secured Party in exercising any right shall operate as a waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.

Section 9. Expenses. The Debtor will pay, on demand, all out-of-pocket expenses incurred by the Secured Party in connection with: (a) the collection or enforcement of the Obligations including reasonable fees and disbursements of counsel to the Secured Party if such collection or enforcement is done through or by an attorney; and (b) the exercise by the Secured Party of any right or remedy granted to it under this Agreement whether or not an Event of Default has occurred.

Section 10. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Debtor herefrom shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 11. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to Secured Party c/o James Dalton, 3300 Wood Valley Road, NW, Atlanta, GA 30327 or to Debtor at 75 Fifth Street, NW, Suite 333, Atlanta, GA 30308, or to such e-mail address, facsimile number or address of a party as subsequently modified by written notice given in accordance with this paragraph.

Section 12. Applicable Law; Severability. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

Section 13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered under seal by its duly authorized officers as of the day first above written.

TRANSNEXUS, INC.

By: James P.G. Dalton, Jr.
Name: James P.G. Dalton, Jr.
Title: President

(CORPORATE SEAL)

Agreed and accepted as of the date first written above:

SECURED PARTY:

XOIP-TECH, LLC

By: James P.G. Dalton, Jr.
Name: James P.G. Dalton, Jr.
Title: Managing Partner

**Schedule 1
Certain Assets Included in Collateral**

TransNexus, Inc. Net Fixed Assets as of June 15, 2011

Video Projector
 Intel Dual Core i3-540-3.06 GHz Computer Workstation
 HP Scanner
 VMWare Computer Server
 Sunfire x4100 Dual Optevon Computer Server
 Dell Quad Core Xeon Computer Server
 PIX 501-50-BUN-K9 Firewall
 Dell Vostro 1512 Laptop
 Quad Core Intel Xeon X3220 Computer Server
Poweredge 2900 Computer Server
 Total



TransNexus Patents and Trademarks as of August 31, 2011

Property List No.	Property Type	Old K&S Number	Patent Application / Patent / Trademark/ Number
1.	Trademark Reg. :	N/A	3294713 Reg. Date: 2007-09-18 PEERINGHOUSE
2.	Trademark Reg. :	N/A	3484880 Reg. Date: 2008-08-12 NEXOSS
3.	Trademark Reg. :	N/A	2954884 Reg. Date: 2005-05-24 NEXTRANSIT
4.	Trademark Reg. :	104001	2377537 Reg. Date: 2000-08-15 CLEARIP
5.	Trademark Reg. :	104001	2431049 Reg. Date: 2001-02-27 CLEARIP
6.	Trademark Reg. :	104003	2278410 Reg. Date: 1999-09-14 TRANSNEXUS
7.	Patent :	105002US	6426955
8.	Patent :	105003US	6205211
9.	Patent :	105004US	6665271
10.	Patent :	105006US	6751652

11.	Patent :	105008US	6996093
12.	Patent :	105009US	7017050
13.	Patent :	105012US	6487283
14.	Patent :	105013US	7203956
15.	Patent :	105017US	7743263
16.	Patent :	105018US	7444407
17.	Patent :	105019US	7457283
18.	Patent :	105020US	7525956
19.	Patent :	105022US	7398551

TransNexus Software Applications for U.S. Copyright Registration as of August 31, 2011

	Program Name	Version	Date First Published	Copyright Application Number	Application Filing Date
1.	OSP Server	1.0	Nov 11, 2000	1-635695131	July 16, 2011
2.	OSP Server	1.11.1	Feb 15, 2004	1-635675608	July 16, 2011
3.	NexSRS	2.0.0	Mar 2, 2004	1-635675706	July 16, 2011
4.	NexSRS	3.5.1	Dec 24, 2008	1-635675751	July 16, 2011
5.	OSPprey	3.6.0	Jan. 30, 2009	1-635675778	July 16, 2011
6.	OSPprey	4.0.0	Sep. 9, 2010	1-635675823	July 16, 2011
7.	OSPprey	4.3.0	Jun 20, 2011	1-635675848	July 16, 2011
8.	NexOSS	1.0.0	May 1, 2001	1-635675873	July 16, 2011
9.	NexOSS	4.13.6	Sep. 13, 2010	1-635675940	July 16, 2011
10.	NexOSS	4.16.2	Jul. 6, 2011	1-635675965	July 16, 2011
11.	SDReporter	1.1.0	Oct. 22, 2009	1-635676000	July 16, 2011
12.	SDReporter	2.0.0	Jan. 12, 2011	1-635676035	July 16, 2011
13.	SDReporter	2.2.2	Jun. 13, 2011	1-635676070	July 16, 2011
14.	Rate Provisioning Tool	1.0.10	Apr. 26, 2010	1-635676095	July 16, 2011
15.	NexENUM	1.0.0	Oct. 23, 2005	1-635717120	July 16, 2011
16.	NexENUM	1.1.0	Aug. 19, 2009	1-635717165	July 16, 2011
17.	NumberUpdate	1.0.4	Jul. 2, 2010	1-635717190	July 16, 2011
18.	NumberUpdate	1.1.0	Aug. 9, 2010	1-635717215	July 16, 2011
19.	CDRConverter	1.0.1	Jan. 12, 2011	1-635717240	July 16, 2011
20.	CDRConverter	1.0.5	Jun. 13, 2011	1-635717355	July 16, 2011

Schedule 2(b)
Location(s) of Collateral

75 Fifth Street, NW, Suite 333
Atlanta, GA 30308