

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
Coast Business Credit, a division of Southern Pacific Bank		07/30/2002	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	VXI Corporation		
Street Address:	271 Locust Street		
City:	Dover		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03820		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2398354	VXI PARROTT	
Registration Number:	2411090	VXI PARROTT TRANSLATOR	
CORRESPONDENCE DATA			
Fax Number:	(603)625-5650		
Phone:	603-628-1311		
Email:	mark.wright@mclane.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:	Mark A. Wright		
Address Line 1:	900 Elm Street, PO Box 326		
Address Line 4:	Manchester, NEW HAMPSHIRE 03105-0326		
NAME OF SUBMITTER:	Mark A. Wright		
Signature:	/Mark A. Wright/		
Date:	01/30/2012		

OP \$65.00 2398354

Total Attachments: 19

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Affidavit of Anthony T. Manero

I, Anthony T. Manero, do hereby state as follows:

1. I am the CFO and Secretary of VXI Corporation, a Delaware corporation (the "Corporation"), located at 271 Locust Street, Dover, New Hampshire 03820, and I am authorized to make this affidavit on its behalf.
2. The Corporation entered into a certain Loan and Security Agreement with Coast Business Credit, a Division of Southern Pacific Bank ("Coast Business Credit") on June 7, 2001.
3. On or about July 12, 2001, the Loan and Security Agreement was recorded in the trademark assignment records of the United States Patent and Trademark Office at Reel 2328, Frame 0091, and in the patent assignment records of the United States Patent and Trademark Office on or about July 13, 2001 at Reel 011979, Frame 0621, securing the patents and trademarks and/or service marks listed in Schedules A and B attached hereto as Exhibit A.
4. On or about August 8, 2002, the Corporation entered into a Loan Agreement with Business Alliance Capital Corp. ("BACC"), which provided for a revolving credit facility in the maximum amount of \$700,000 with the proceeds of the initial advance to be used to satisfy in full all of the Corporation's obligations to Coast Business Credit.
5. In connection with the Loan Agreement with BACC, the Corporation received a Payoff of Obligations and Release of Liens letter dated July 30, 2002 from Coast Business Credit, attached hereto as Exhibit B, which confirmed that upon receipt of the payoff amount of \$391,119.70 prior to July 31, 2002, Coast Business Credit would irrevocably and unconditionally release without any further action from Coast Business Credit any and all liens and security interests granted by the Corporation to secure the repayment of the loans and without any further action from Coast Business Credit its other obligations to Coast Business Credit.
6. A Loan Disbursement Letter signed on or before August 8, 2002 by Richard W. Hale as President of the Corporation, attached hereto as Exhibit C, instructed BACC to wire transfer to Coast Business Credit an amount sufficient to satisfy in full the obligations of the Corporation to Coast Business Credit in accordance with the Payoff of Obligations and Release of Liens letter referenced above.
7. To the best of my knowledge and belief, the BACC loan was funded on or about August 8, 2002 and remained outstanding until it was terminated on or about August 21, 2007 in connection with a Loan and Security Agreement entered into between the Corporation and Salem Five Cents Savings Bank dated August 8, 2007. Copies of the Delaware Certificates of UCC Financing Statements as of June 27, 2002 and December 21, 2011 are attached as Exhibit D, as evidence of the existence in June 2002 of the Coast Business Credit financing statement prior to the funding of the BACC loan in August 2002, but not thereafter, and evidence of the BACC loan which remained in effect from August 2002 until terminated in August 2007, at which time a financing statement was filed by Salem Five Cents Savings Bank.

8. In an attempt to obtain confirmation of the August 8, 2002 release by Coast Business Credit, it was discovered that Coast Business Credit was closed by the California Division of Financial Institutions on February 7, 2003 and the Federal Deposit Insurance Corporation was named receiver. A copy of the FDIC failed bank information report is attached as Exhibit E.

Dated: January 30, 2012



Anthony T. Manero

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

Subscribed and sworn to before me, the undersigned officer, on this 30th day of January, 2012.



Notary Public
My commission expires:
My Commission Expires August 19, 2014

Exhibit A

Schedule A: U.S. Trademark/Service Mark Registrations

Schedule B: U.S. Patents

Schedule A

U.S. TRADEMARK/SERVICE MARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
VXI PARROTT	2,398,354	10/24/2000
VXI PARROTT TRANSLATOR	2,411,090	12/05/2000

Schedule B

U.S. PATENTS

<u>Description</u>	<u>Patent No.</u>	<u>Issue Date</u>
Telephone Headset Interface Circuit	5,544,243	08/06/1996
Telephone Headset Interface Circuit	5,623,544	04/22/1997
Portable Information Storing and Retrieving Device	D393262	04/07/1998
Portable Voice Recorder	D406139	02/23/1999
Portable Voice Recorder	D407402	03/30/1999
Circuitry for Improving Performance of Electret Microphone	5,978,491	11/02/1999
Computer Telephony Headset Amplifier	6,137,879	10/24/2000

Exhibit B

Payoff of Obligations and Release of Liens

PAYOFF OF OBLIGATIONS AND RELEASE OF LIENS

Date: 7/30/02

Client Name: VXI Corporation
Address: One Front St. P.O. Box 490
Rollinsford, NH 03869
Attn: Richard Hale

RE: Payoff of Indebtedness

Ladies and Gentlemen:

Reference is made to that certain Loan and Security Agreement (the "LSA") dated as of June 7, 2001 by and between Coast Business Credit, a division of Southern Pacific Bank, a California corporation ("Coast"), as lender, on the one hand, and VXI Corporation as borrower, on the other hand, pursuant to which said agreement Coast has made loans and advances and provided other financial accommodations to Borrower (the "Loans"). There are no amounts owing by Borrower to Coast other than the Loans.

Coast has been informed that concurrently herewith, Borrower is entering into financing arrangements with Business Alliance Capital Corporation ("New Lender") and utilizing a portion of the initial secured loans provided by New Lender to Borrower to repay the Loans and other indebtedness owing by Borrower to Coast.

In consideration of the foregoing Coast does hereby agree that upon Coast's receipt of the Payoff Amount (as that term is hereinafter defined), representing payment in full of all principal, interest, fees and expenses outstanding under the LSA (i) Coast irrevocably and unconditionally will release without any further action from Coast any and all liens and security interests granted by Borrower to secure the repayment of the Loans and without any further action from Coast its other Obligations to Coast, and (ii) the LSA will be terminated and of no further force and effect, except for indemnity provisions which by their terms survive termination of the LSA. Without limiting the foregoing, Borrower agrees to promptly pay to Coast any such indemnified amounts following receipt of written demand therefor from Coast. The Payoff Amount shall be U.S. \$469,020.63 if said sum is received on or prior to 11:00 a.m., Los Angeles Time, on August 7, 2002. The Payoff Amount shall be increased by a per diem amount of \$110.61 for each day that the Loans and other Obligations owing to Coast remain outstanding after August 7, 2002. Payments received after 11:00 a.m. Los Angeles time on any day shall be deemed to be received on the next Business Day.

XI Corporation,
Financial Institution
Page 2 of 4

The Payoff Amount shall be wired to Coast to the following account:

Bank Name:	Southern Pacific Bank
Location:	Torrance, California
ABA Routing No.:	322286476
Credit:	Coast Business Credit
Account Number:	148175018
Re:	VXI Corporation

The Payoff Amount set forth above assumes no increases in the principal balances of the loans and no changes in interest rates prior to payment of the same. Coast has executed and delivered into escrow with Buchanan Ingersoll Professional Corporation pursuant to a separate letter agreement the Terminations (as defined below). Upon receipt of the Payoff Amount and an original or facsimile of an original of this letter duly executed by Borrower and New Lender, Coast will authorize Buchanan Ingersoll Professional Corporation to release from escrow and deliver (for filing by the Borrower) such Uniform Commercial Code termination statements as are necessary to terminate all financing statements in favor of Coast, ("the Terminations") and will execute such other documents and instruments, including, without limitation, any (i) documents and instruments required by the U.S. Patent and Trademark Office, (ii) mortgage and deed of trust releases and (iii) terminations of blocked account agreements, and take such other actions as the Borrower or shall reasonably request, to evidence the satisfaction of the Borrower's Obligations under the LSA and the release of all security interests, liens, mortgages and encumbrances securing the Borrower's Obligations under the LSA.

Effective upon the receipt by Coast of the Payoff Amount and an original of this letter duly executed by Borrower and New Lender, Borrower hereby releases, discharges and acquits Coast, its officers, directors, agents and employees and its and their respective successors and assigns, from all Obligations to Borrower (and its successors and assigns) and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of action, whether in law or in equity, that Borrower at any time had or has, or that its successors and assigns hereafter can or may have against Coast, its officers, directors, agents or employees and its and their respective successors and assigns.

Borrower specifically waives the benefit of the provisions of Section 1542 of the Civil Code of California which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Borrower agrees to indemnify and hold Coast harmless from any and all loss, cost, damage or expense (including, but not limited to, attorneys' fees) which Coast may suffer or incur at any time as a result of any non-payment, claim, refund or dishonor of any checks or other similar items which have been credited by Coast to the account of the Borrower with Coast, together with any expenses or other charges incident thereto and in addition, Borrower agrees to pay Coast on demand all costs and expenses (including, but not limited to, attorneys'

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UXI Corporation.
New Financial Institution
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fees) incurred in connection with this letter agreement, and any instruments or documents contemplated hereunder.

In addition, and in furtherance of the indemnification from Borrower in Coast's favor, as provided in the immediately preceding paragraph, New Lender agrees to forward proceeds of its collateral received from or for the account of the Borrower to Coast in satisfaction of this indemnification obligation. The amount of any such loss, cost, damage or expense indemnified by the Borrower and forwarded by the New Lender by the terms of this letter shall be paid to Coast promptly by New Lender upon Coast's demand therefor, sent in writing at any time within thirty (30) days after the date of the receipt by Coast of the Payoff Amount, and the amount of the demand shall be conclusive upon New Lender. Notwithstanding the foregoing, Coast will provide immediate notice to New Lender of all returned checks or other matters which could result in an indemnification by Borrower hereunder.

Borrower authorizes the foregoing obligation owed to Coast by New Lender and agrees that New Lender may pay any and all amounts demanded by Coast pursuant to this obligation and New Lender may treat such amounts as advances to Borrower and charge the amounts to any account of Borrower with New Lender, without inquiry as to whether such amounts are actually due and owing to Coast and without regard to any dispute or claim that Borrower may have or assert against Coast and/or other parties.

Notwithstanding anything to the contrary contained herein, Coast reserves all of its right in and to any checks or similar instruments for payment of money heretofore received by Coast in connection with Coast's arrangements with Borrower, and all of its rights to any money due or to become due under said checks or similar instruments and/or all of Coast's claims thereon.

Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by Coast from or for the account of Borrower is avoided, rescinded, set aside or must otherwise be returned or repaid by Coast whether in any bankruptcy, reorganization, insolvency or similar proceeding involving Borrower or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without further action by any party) and shall be enforceable against Borrower. In such event, Borrower shall be and remain liable to Coast for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Coast.

VXI Corporation.
New Financial Institution
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Very truly yours.

COAST BUSINESS CREDIT
A Division of Southern Pacific Bank

By: Jonathan Sigal
Its: Vice President

ACKNOWLEDGED AND AGREED

VXI CORPORATION

By: Richard W. Hale

Its: PRESIDENT

ACKNOWLEDGED AND AGREED AS TO THE
INDEMNIFICATION PROVISIONS ONLY

BUSINESS ALLIANCE CAPITAL CORPORATION

By: William F. Seibold
William F. Seibold

Its: Senior Vice President

Exhibit C

Loan Disbursement Letter

Loan Disbursement Letter

August 8, 2002

Business Alliance Capital Corp.
214 Carnegie Center, Suite 302
Princeton, New Jersey 08540

Re: Loan and Security Agreement of even date herewith (the "Loan Agreement").

Gentlemen:

We have requested an Advance under the Loan Agreement. This is to confirm that we have requested that you disburse the proceeds of said Advance as follows:

- (i) retain \$7,000.00 in payment of the initial facility fee owing to you under the Loan Agreement;
- (ii) issue a check for \$ 5,369.48 to your counsel, Berman and Sable, to be applied on account of the fees and expenses owing to said counsel and which we have agreed to pay in accordance with the Loan Agreement; and
- (iii) wire transfer to Coast Business Credit an amount sufficient to satisfy in full the balance of the obligations of the Borrower to Coast Business Credit in accordance with a certain Payoff of Obligations and Release of Liens executed by Coast Business Credit, VXI Corporation and BACC.

Said sums when so disbursed shall be deemed to have been advanced by you to the undersigned under the Loan Agreement. Capitalized terms shall have the same meaning ascribed to such terms in the Loan Agreement.

VXI Corporation

By: Richard W. Hale

Name: Richard W. Hale

Title: President

Exhibit D

Delaware Certificates of UCC Financing Statements

Delaware

The First State

PAGE 1

CERTIFICATE

SEARCHED JULY 26, 2002, AT 11:31 A.M.
FOR DEBTOR "VXI CORPORATION"

1 OF 1 FINANCING STATEMENT 10235684
EXPIRATION DATE: MARCH 20, 2006
DEBTOR: VXI CORPORATION
ONE FRONT STREET ADDED 03-20-01
PO BOX 490
ROLLINSFORD NE 03869
SECURED: COAST BUSINESS CREDIT
12121 WILSHIRE BOULEVARD ADDED 03-20-01
SUITE 1400
LOS ANGELES CA 90025
F I L I N G H I S T O R Y
10235684 FILED 03-20-01 AT 11:52 A.M. FINANCING STATEMENT
E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, AS OF JUNE 27, 2002 AT 11:59 P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

20021847361UCXN

AUTHENTICATION: 1904814

000477028

TRADEMARK
REEL: 004706 FRAME: 0978

Delaware

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The First State

CERTIFICATE

SEARCHED DECEMBER 21, 2011, AT 5:03 P.M.
FOR DEBTOR "VXI CORPORATION"

1 OF 3 FINANCING STATEMENT 21931173
EXPIRATION DATE: AUGUST 2, 2012
DEBTOR: VXI CORPORATION
ONE FRONT STREET ADDED 08-02-02
ROLLINSFORD NH 03862
SECURED: BUSINESS ALLIANCE CAPITAL CORP.
214 CARNEGIE CENTER, STE 302 ADDED 08-02-02
PRINCETON NJ 08540 REMOVED 04-05-07
SECURED: BUSINESS ALLIANCE CAPITAL COMPANY, DIVISION OF SOVEREIGN
BANK, A FEDERAL SAVINGS BANK
214 CARNEGIE CENTER, SUITE 302 ADDED 04-05-07
PRINCETON NJ 08540

F I L I N G H I S T O R Y

21931173 FILED 08-02-02 AT 1:05 P.M. FINANCING STATEMENT
71275964 FILED 04-05-07 AT 12:31 P.M. CONTINUATION
71275980 FILED 04-05-07 AT 12:31 P.M. AMENDMENT
73200440 FILED 08-21-07 AT 3:35 P.M. TERMINATION

2 OF 3 FINANCING STATEMENT 72967643
EXPIRATION DATE: AUGUST 3, 2012
DEBTOR: VXI CORPORATION
1 FRONT STREET ADDED 08-03-07
ROLLINSFORD NH 03869
SECURED: SALEM FIVE CENTS SAVINGS BANK
210 ESSEX ST. ADDED 08-03-07
SALEM MA 01970

F I L I N G H I S T O R Y

72967643 FILED 08-03-07 AT 12:49 P.M. FINANCING STATEMENT

3 OF 3 FINANCING STATEMENT 93488142
EXPIRATION DATE: OCTOBER 30, 2014
DEBTOR: VXI CORPORATION
ONE FRONT STREET ADDED 10-30-09
ROLLINSFORD NH 03869
SECURED: NEW HAMPSHIRE COMMUNITY LOAN FUND, INC.



20114916311UCXL

111324258


Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9248038

DATE: 12-21-11

TRADEMARK
REEL: 004706 FRAME: 0979

Delaware

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The First State

7 WALL STREET
CONCORD

NH 03301

ADDED 10-30-09

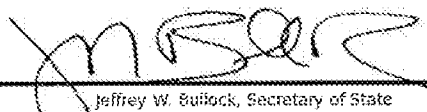
F I L I N G H I S T O R Y
93488142 FILED 10-30-09 AT 10:46 A.M. FINANCING STATEMENT
E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, LAPSED FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, AS OF DECEMBER 12, 2011 AT 11:59 P.M.



20114916311UCXL

111324258


Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9248038

DATE: 12-21-11

TRADEMARK
REEL: 004706 FRAME: 0980

Exhibit E

FDIC Failed Bank Information Report



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Each depositor insured to at least \$250,000 per insured bank

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Bank Data & Statistics | Research & Analysis | Failed Banks

Home > Industry Analysis > Failed Banks > Failed Bank List > Failed Bank Information

Failed Bank Information

Southern Pacific Bank, Torrance, CA, Closing Information

- I. Introduction
- II. Press Release
- III. Acquiring Financial Institution
- IV. Priority of Claims
- V. Dividend Information
- VI. Receivership Termination

I. Introduction

On February 7, 2003, Southern Pacific Bank, Torrance, California, was closed by the California Division of Financial Institutions and the Federal Deposit Insurance Corporation (FDIC) was named Receiver. As Receiver, the FDIC is charged with winding up the business affairs of the failed financial institution. This includes the disposition of assets and liabilities of the failed financial institution and payment of dividends to approved creditors in order of priority.

The FDIC, as Receiver, as taken all necessary actions to conclude the affairs of the failed financial institution, made all dividend distributions as required by law and the receivership estate is deemed terminated.

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II. Press Release

The FDIC has issued a [press release](#) about the institution's closure. If you represent a media outlet and would like information about the closure, please contact the FDIC Public Affairs Office at (202) 898-6993.

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III. Acquiring Financial Institution

All insured deposit accounts were transferred to Beal Bank, SSB., Plano, Texas and were available as usual during regular business hours at the former Southern Pacific Bank branches. You may contact Beal Bank at:

Beal Bank
6000 Legacy Drive
Plano, Texas 75024
Phone: (469) 467-5000

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IV. Priority of Claims

The dividend process is complete. In accordance with federal law, allowed claims are paid, after administrative expenses, in the following order of priority:

Depositors
General Unsecured Creditors
Subordinated Debt
Stockholders

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V. Dividend Information

[Dividend History on Southern Pacific Bank](#)

[Dividend Information on Failed Financial Institutions](#)

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VI. Receivership Termination

The FDIC as Receiver for Southern Pacific Bank has taken all actions necessary to terminate the Receivership Estate.

The Receiver published a legal notice of intent to terminate the receivership in the Los Angeles Times on August 1, 2008.

The Receiver has made all dividend distributions required by law.

Effective December 16, 2008, the Receivership Estate has been terminated, the Receiver was discharged and the Receivership Estate ceased existence as a legal entity

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Last Updated 02/03/2009

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