

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
VXI Corporation		01/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TD Bank, N.A.		
Street Address:	300 Franklin Street		
City:	Manchester		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03101		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3019286	BLUEPARROTT	
Registration Number:	3387210	PASSPORT	
Registration Number:	3986253	TRIA	
Registration Number:	4082222	VXI BLUEPARROTT XPRESSWAY	
Registration Number:	2398354	VXI PARROTT	
Registration Number:	2411090	VXI PARROTT TRANSLATOR	
Registration Number:	3439329	VXIPARROTT	
Registration Number:	3361394	VXI ROADWARRIOR	
CORRESPONDENCE DATA			
Fax Number:	(603)621-7111		
Phone:	603-621-7104		
Email:	c.little@clrm.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:	Curtis W. Little, Jr.		

OP \$215.00 3019286

Address Line 1: 1000 Elm Street, 20th Floor
Address Line 4: Manchester, NEW HAMPSHIRE 03101

NAME OF SUBMITTER:	Michael Ferguson
Signature:	//Michael Ferguson//
Date:	02/02/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 30, 2012, is made by VXI Corporation, a Delaware corporation (the "Borrower"), in favor of TD Bank, N.A. (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of January 30, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Borrower and the Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein and pursuant to which the Borrower is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make extensions of credit to the Borrower thereunder, the Borrower hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Borrower, as security for the payment of the Obligations, and satisfaction by the Borrower of all covenants and undertakings contained in the Loan Agreement and the other Loan Documents, hereby grants to Lender a continuing Lien on and security interest in, upon and to the following Collateral (which shall exclude all Excluded Property, including "intent to use" Trademark applications of the Borrower (the "Trademark Collateral")):

(a) all of its trademarks and all trademark licenses providing for the grant by or to the Borrower of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any security interest or lien shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreement and the Borrower hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New Hampshire.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

VXI CORPORATION,
as the Borrower

By: Michael W. Ferguson
Name: Michael Ferguson
Title: President

ACCEPTED AND AGREED
as of the date first above written:

TD BANK, N.A.,
as the Lender

By: _____
Matthew J. Sylvia
Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

VXI CORPORATION,
as the Borrower

By: _____


Name: Michael Ferguson

Title: President

ACCEPTED AND AGREED
as of the date first above written:

TD BANK, N.A.,
as the Lender

By: _____

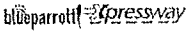


Matthew J. Sylvia
Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

A. REGISTERED TRADEMARKS

Mark	Jurisdiction	Reg. No.	Reg. Date
BLUEPARROTT	U.S.	3019286	11/29/2005
PASSPORT	U.S.	3387210	2/26/2008
TRIA	U.S.	3986253	6/28/2011
VXI BLUEPARROTT XPRESSWAY and Design 	U.S.	4082222	1/10/2012
VXI PARROTT	U.S.	2398354	10/24/2000
VXI PARROTT TRANSLATOR	U.S.	2411090	12/5/2000
VXIPARROTT and Design 	U.S.	3439329	6/3/2008
VXI ROADWARRIOR	U.S.	3361394	1/1/2008