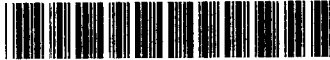


05-01-2002

Form PTO-1595 (Rev. 03/01)

4.26.02



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): FutureSmart Networks, Inc. f/k/a I.E.S. Technologies, Inc.

2. Name and address of receiving party(ies) Name: Crest Communications Partners II LP Internal Address: 7th Floor

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Street Address: 320 Park Avenue City: New York State: NY Zip: 10022

Execution Date: January 28, 2002

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s) 5,727,055 ; 5,815,086

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kelly E. P. Flatt, Esq. Day, Berry & Howard LLP Internal Address:

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41) \$ 200.00

Enclosed Authorized to be charged to deposit account

05/01/2002 STON11 00000141 500546 5727055

80.00 CH 120.00 CH

8. Deposit account number: 50-0546

Street Address: One Canterbury Green

City: Stamford State: CT Zip: 06901

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nancy Medina Name of Person Signing

Signature

04-26-2002 Date

Total number of pages including cover sheet, attachments, and documents: 4

01 FC:581 02 FC:584

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

PATENT REEL: 012631 FRAME: 0983

PATENT COLLATERAL ASSIGNMENT OF SECURITY

THIS PATENT COLLATERAL ASSIGNMENT OF SECURITY (this "Assignment"), entered into as of January 28, 2000, is made by and between FutureSmart Networks, Inc. (f/k/a I.E.S. Technologies, Inc.), a Delaware corporation, with its principal office at 12382 South Gateway Park, Suite 700, Draper, Utah 84020 ("Assignor") and Crest Communications Partners II LP, a limited partnership organized and existing under the laws of Delaware having its principal offices at 320 Park Avenue, 17th Floor, New York, New York 10022 ("Collateral Agent").

WHEREAS, Assignor is the sole owner of the United States patents set forth on Schedule 1 hereof and the inventions described and claimed therein (the "Patents");

WHEREAS, pursuant to that certain Security Agreement (the "Security Agreement") dated January 28, 2002 by and between the Assignor, the Collateral Agent and certain Secured Parties (as defined in the Security Agreement), as collateral security for the prompt payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Security Agreement), the Assignor pledged and granted to Collateral Agent, for its benefit and for benefit of the Secured Parties, a security interest in all of the Company's right, title and interest in certain collateral, including the Patents; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby collaterally assign and grant to Collateral Agent a lien and security interest in and to the Patents, all registrations and applications for registrations of the Patents (as well as any reissues, extensions, divisions or continuations of the Patents), together with all of Assignor's right to sue and recover for infringement of the Patents, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances, which assignment and security interest shall secure the prompt

payment and performance in full when due of the Secured Obligations, as set forth in the Security Agreement.

Assignor hereby acknowledges and affirms that (i) the security interest granted in this Assignment is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement; and (ii) the rights and remedies of the Collateral Agent on behalf of itself and the Secured Parties with respect to the security interest granted in this Assignment are in addition to those set forth in the Security Agreement and the Financing Agreements (as defined in the Security Agreement) and those which are now or subsequently available to the Collateral Agent on behalf of itself and the Secured Parties as a matter of law or equity.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Assignor as of January 28, 2002.

FutureSmart Networks, Inc.

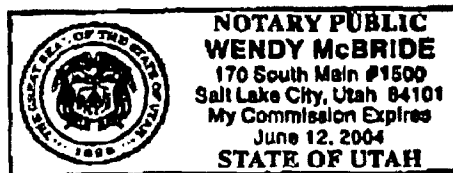
By: Jacqueline E. Soechtig
Jacqueline E. Soechtig
Its Chief Executive Officer

STATE OF Utah)
) ss.:
COUNTY OF Salt Lake)

On this the 25th day of April, 2002, before me, personally appeared Jacqueline E. Soechtig who, being by me duly sworn, did depose and say that she is the Chief Executive Officer of FutureSmart Networks, Inc, the corporation described in and which executed the above instrument, and that she as such Chief Executive Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Chief Executive Officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

Wendy McBride
Commissioner of Superior Court/Notary Public



My Commission Expires: