



Commissioner of Patents
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Washington, D.C. 20231

04-08-2002



102047594

Please record the attached original document(s) or copy(ies) thereof:

4-1-02

Conveying party(ies):

(name) (Exec. date)
Williams Communications, LLC 4/23/01

Receiving party:

Bank of America, N.A.
Bank of America Plaza
901 Main Street
64th Floor
Dallas, TX 75202

Conveyance Type:

☐ Assignment ☒ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other _____

Submission Type:

☒ New
☐ Resubmission: Doc. ID# _____
☐ Correction of PTO error Reel _____
☐ Corrective Document Frame _____

Application or Patent Number(s):

Enter either Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for same property)

Patent Application Number(s)

09/272,933

Patent Number(s)

If this document is being filed with a new application, The application was signed by the first named executing inventor on: _____

Correspondence Address:

Joel N. Bock
CLIFFORD CHANCE
ROGERS & WELLS LLP
200 Park Avenue
New York, New York 10166
Telephone: (212) 878-3316

Number of Properties:

Total number of properties involved: 1

Fee:

Total fee under 37 CFR 1.21(h) (\$40/per) \$40
☐ Enclosed
☒ Authorized to charge to Deposit Account Number:
50-0521. A duplicate copy of this cover sheet is
attached.
☒ Please apply any additional fee or any credits to
Deposit Account 50-0521.

04/05/2002 DBYRNE 00000174 500521 09272933
01 FC:581 40.00 CH

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.

Joel N. Bock, 36,456

Signature

3/20/02
Date

PATENT SECURITY AGREEMENT

(Patents, Patent Applications and Patent Licenses)

WHEREAS, Williams Communications, LLC, a Delaware limited liability company formerly Williams Communications, Inc., a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, the Lien Grantor, Williams Communications Group, Inc. ("**Holdings**"), the Lenders party thereto, Bank of America, N.A., as Administrative Agent and The Chase Manhattan Bank, as syndication agent are parties to an Amended and Restated Credit Agreement dated as of September 8, 1999 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of April 23, 2001 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, Holdings, the Subsidiary Loan Parties and Bank of America, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Patent Security Agreement), the Lien Grantor has secured certain of its obligations (the "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future infringement of any Patent owned by the Lien Grantor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights and benefits of the Lien Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

The Patent Collateral, however, shall not include property of the Lien Grantor of the type described in Section 2(b) of the Security Agreement.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Lien Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited by the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of April, 2001.

WILLIAMS COMMUNICATIONS, LLC
formerly WILLIAMS COMMUNICATIONS
INC.



By: Howard S. Kalika
Name: Howard S. Kalika
Title: Vice President and Treasurer

Acknowledged:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

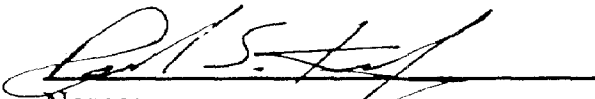
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WILLIAMS COMMUNICATIONS, LLC
formerly WILLIAMS COMMUNICATIONS,
INC.

By: _____
Name:
Title:

Acknowledged:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Pamela S. Kurtzman
Title: Principal

STATE OF Oklahoma)
) ss.:
COUNTY OF Tulsa)

I, Linda Potts, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Howard Kalke, Vice President of Williams Communications, LLC formerly Williams Communications, Inc. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Howard Kalke, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 23 day of April, 2001.

[Seal]

Linda J. Potts
Signature of notary public
My Commission expires August 8, 2001

**Schedule 1
to Patent
Security Agreement**

WILLIAMS COMMUNICATIONS, INC.

PATENTS AND DESIGN PATENTS

<u>Patent No.</u>	<u>Issued</u>	<u>Expiration</u>	<u>Country</u>	<u>Title</u>
5,029,232	7/2/91	7/2/08	USA	A satellite communication network

PATENT APPLICATIONS

<u>Case No.</u>	<u>Serial No.</u>	<u>Country</u>	<u>Date</u>	<u>Filing Title</u>
WV VX:011	██████████	USA	3/18/99	Network information control method utilizing a common command format and a centralized storage management system