

04-19-2002



102061259

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

Form PTO-1595
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2005)

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):

Yipes Properties, Inc.

4-15-02

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 04/10/2002

2. Name and address of receiving party(ies)

Name: Norwest Venture Partners VII, L.P., as Agent

Internal Address: _____

Street Address: 525 University Ave., Suite 800

City: Palo Alto State: CA Zip: 94301

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) 60209796
09861887, 09793703, 09861885

B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: Mark Hartwell

Internal Address: _____

Brobeck, Phleger & Harrison LLP

Street Address: One Market

Spear Street Tower

City: San Francisco State: CA Zip: 94105

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

04/18/2002 00000200 60209796

160.00 OP

DO NOT USE THIS SPACE

9. Signature.

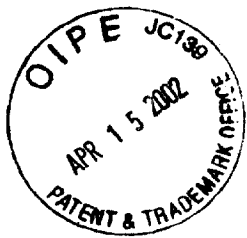
Mark Hartwell
Name of Person Signing

Mark Hartwell
Signature

4/12/02
Date

Total number of pages including cover sheet, attachments, and documents: 16

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



DIP INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS DIP INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of April 10, 2002, is made between Yipes Properties, Inc., a California corporation (the "Pledgor"), and Norwest Venture Partners VII, L.P. as administrative agent for and on behalf of the DIP Lenders (in such capacity, together with its successors and assigns, "Secured Party").

WHEREAS pursuant to that certain Amended and Restated Note Purchase Agreement (as amended or modified from time to time, the "Note Purchase Agreement") dated as of March 5, 2002 among Yipes Communications Group, Inc. ("YCG"), certain lenders party thereto as "Investors" from time to time (the "Existing Lenders") and Norwest Venture Partners VII, L.P. in its capacity as representative and collateral agent for the Existing Lenders (in such capacity, the "Representative"), YCG has issued certain convertible secured promissory notes (the "Existing Notes").

WHEREAS, YCG has secured its obligations (the "Existing Obligations") pursuant to the Note Purchase Agreement, the Existing Notes and the other Transaction Documents (as defined in the Note Purchase Agreement) with substantially all of its assets.

WHEREAS, the Pledgor, together with certain other wholly owned subsidiaries of YCG (the "Additional Subsidiary Pledgors"), has guaranteed the Existing Obligations pursuant to that certain Amended and Restated Guaranty dated as of March 5, 2002 (as amended or modified from time to time, the "Existing Guaranty") and secured its obligations pursuant to the Existing Guaranty with substantially all of its assets.

WHEREAS, Yipes Communications Inc. ("YCI") a wholly owned subsidiary of [YCG/the Pledgor] and a guarantor of the Existing Obligations, filed a petition for bankruptcy protection under Chapter 11 of the Bankruptcy Code on March 21, 2002 (the "Petition Date") and in order to continue its business while in Chapter 11 and to support the businesses of the Pledgor, the Additional Subsidiary Pledgors (other than YCI) and YCG (collectively, the "YCI Affiliates") and their affiliates, YCI and the YCI Affiliates may require additional financing in excess of the funds available from YCI and YCI Affiliates' cash on hand or receipts from customers.

WHEREAS, YCI is seeking to put into place Debtor-In-Possession ("DIP") financing as a source of such additional cash needed to fund YCI and the YCI Affiliates' operations, pursuant to a DIP loan agreement in the form approved by the court administering the bankruptcy case of YCI (as amended or modified from time to time, the "DIP Loan Agreement") with the lenders party thereto from time to time (the "DIP Lenders").

WHEREAS, it is a condition of the DIP Lenders' willingness to provide the DIP financing and enter into the DIP Loan Agreement, that Pledgor (and each other YCI Affiliate)

guaranty the obligations under the DIP Loan Agreement and the other Loan Documents (as defined in the DIP Loan Agreement) and that the Pledgor (and each other YCI Affiliate) execute this security agreement granting liens in substantially all of its intellectual property assets to secure its obligations under the Guaranty.

WHEREAS, the Pledgor (and each other YCI Affiliate) anticipate that in order to maximize its going concern value, and thereby maximize the value of its assets for the benefit of all creditors, it will file for relief pursuant to Chapter 11 of the Bankruptcy Code and become a party to the DIP Loan Agreement.

WHEREAS, a group of Existing Lenders constituting a majority, by value of the Maximum Loan Amounts (as defined in the Note Purchase Agreement), of all Existing Lenders has: (i) approved and authorized the execution and delivery of the Guaranty; and (ii) approved and authorized the execution and delivery of this Agreements.

NOW THEREFORE, the parties, for good and valuable consideration, the sufficiency of which is hereby acknowledged, hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the DIP Security Agreement dated of even date herewith between the Pledgor and Agent (such agreement, as amended or otherwise modified from time to time, the "DIP Security Agreement") and the rules of construction set out in the DIP Security Agreement shall be equally applicable hereto.

(b) As used in this Agreement, the following terms shall have the following meanings:

"Event of Default" has the meaning assigned to it in the DIP Guaranty.

"Secured Obligations" means the Guaranteed Obligations (as defined in the DIP Guaranty) and all other indebtedness, liabilities and other obligations of Pledgor to Secured Party or any DIP Lender created under, arising out of or in connection with the DIP Loan Agreement or any of the other Loan Documents, and including all unpaid principal of the Notes, all interest accrued thereon, all fees and all other amounts payable to the DIP Lenders or Secured Party thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined.

SECTION 2 Grant of Security Interest.

(a) As a continuing security for the payment and performance of the Secured Obligations the Pledgor hereby grants, conveys and assigns a security interest in and mortgage to Secured Party of all of Pledgor's rights, title and interests in, to and under the following property, whether now existing or owned or hereafter acquired, developed or arising (collectively, the "Intellectual Property Collateral"):

(i) all intellectual property rights of any nature or character including, without limitation, and whether domestic or foreign: (A) all patents and patent applications, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (B) all copyrights and applications for copyright, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and whether registered or unregistered, and all other rights and works of authorship, all rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright; (C) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; and (D) all trade secrets, trade dress, trade styles, logos, other sources of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs (the foregoing rights and interests collectively, the "Intellectual Property Rights") and including, without limitation, those Intellectual Property Rights listed, from time to time, on the Exhibits to this Agreement; and

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Pledgor connected with and symbolized by any of the aforementioned properties and assets; and

(iii) all general intangibles and all intangible intellectual or other similar property of the Pledgor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all products and proceeds and supporting obligations at any time of any and all of the foregoing including products of products and proceeds of proceeds.

(b) Anything herein to the contrary notwithstanding, (i) Pledgor shall remain liable under any contracts, agreements and other documents included in the Intellectual Property Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by Secured Party of any of the rights hereunder shall not release Pledgor from any of its duties or obligations under such contracts, agreements and other documents included in the Intellectual Property Collateral, and (iii) Secured Party shall not have any obligation or liability under any contracts, agreements and other documents included in the Intellectual Property Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of Pledgor

thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Intellectual Property Collateral hereunder.

(c) Notwithstanding the foregoing provisions of this Section 2, the grant of the security interest as provided herein shall not extend to and the term "Intellectual Property Collateral" shall not include any Intellectual Property Rights to the extent that the grant of such security interest would constitute or result in the abandonment, invalidation or rendering unenforceable of the right, title and interest of Pledgor in such Intellectual Property Rights under applicable law.

SECTION 3 Future Rights. Except as otherwise expressly agreed to in writing by Secured Party, if and when the Pledgor shall obtain rights to any new Intellectual Property Rights, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any Intellectual Property Rights, or any improvement of any Intellectual Property Rights, which Intellectual Property Rights if existing at the date hereof would be within the scope of Section 2, the provisions of Section 2 shall automatically apply thereto. The Pledgor shall give to Secured Party prompt notice of any new Intellectual Property Rights to which Secured Party acquires or otherwise becomes entitled to the benefit of and of any registrations or applications the Pledgor may make or obtain to any Intellectual Property Rights. The Pledgor shall do all things deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Intellectual Property Collateral. The Pledgor hereby authorizes Secured Party to modify, amend, or supplement the Exhibits hereto and to reexecute this Agreement from time to time on Pledgor's behalf and as its attorney-in-fact to include any such future Intellectual Property Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Exhibits to be filed with the PTO or Copyright Office, as applicable.

SECTION 4 Secured Party's Duties. Notwithstanding any provision contained in this Agreement, Secured Party shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Pledgor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Intellectual Property Collateral.

SECTION 5 Secured Party's Rights and Remedies.

(a) Secured Party shall have all rights and remedies available to it under this Agreement, the Guarantor DIP Security Agreements, the other Loan Documents and applicable law with respect to the security interests in any of the Intellectual Property Collateral. Pledgor agrees that such rights and remedies include, but are not limited to, the right of Secured Party as a secured party to sell or otherwise dispose of the Intellectual Property Collateral pursuant to the UCC.

(b) In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right (but shall in no way be obligated) and the Pledgor hereby constitutes and appoints Secured Party

(and any of Secured Party's officers or employees or agents designated by Secured Party) as the Pledgor's true and lawful attorney-in-fact with full power and authority (which appointment is coupled with an interest and is irrevocable) to: (A) assert or retain any rights under any license agreement for any of the Intellectual Property Collateral, including without limitation any rights of the Pledgor arising under Section 365(n) of the United States Bankruptcy Code; (B) execute any and all applications, documents, papers and instruments for Secured Party to use the Intellectual Property Collateral, to grant or issue any exclusive or non-exclusive license or sub-license with respect to any Intellectual Property Collateral, and to assign, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral; and (C) to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of the Pledgor or Secured Party, to enforce or protect any of the Intellectual Property Collateral, in which event the Pledgor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Intellectual Property Collateral, Pledgor agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violations thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

SECTION 6 Guarantor DIP Security Agreements. This Agreement has been granted in conjunction with the security interests granted to Secured Party under the other Guarantor DIP Security Agreements. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the other Guarantor DIP Security Agreement. The Pledgor acknowledges that the rights and remedies of the Secured Party with respect to the security interests in the Intellectual Property Collateral granted hereby may be more fully set forth in the other Guarantor DIP Security Agreements and that such rights and remedies are cumulative.

SECTION 7 Representations and Warranties. Pledgor represents and warrants to Secured Party that:

(a) Patents. A true and correct list of all of the Intellectual Property Collateral consisting of U.S. patents and patent applications and/or registrations is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the Intellectual Property Collateral consisting of U.S. trademarks, trademark registrations and/or applications is set forth in Schedule B.

(c) Copyrights. A true and correct list of all of the Intellectual Property Collateral consisting of U.S. Copyright/Mask-Work Registrations is set forth in Schedule C.

SECTION 8 Certain Waivers. Pledgor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Intellectual Property Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Intellectual Property Collateral or other collateral or security for the Secured Obligations; (ii) any right to require Secured Party (A) to proceed against any Person, (B) to exhaust any other Intellectual Property

Collateral or security for any of the Secured Obligations, (C) to pursue any remedy in Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with the Secured Obligations or any of the Intellectual Property Collateral; and (iii) all claims, damages, and demands against Secured Party arising out of the repossession, retention, sale or application of the proceeds of any sale of the Intellectual Property Collateral.

SECTION 9 Notices. Except as may be otherwise provided herein, all notices, requests, demands and other communications under this Agreement or in connection herewith shall be made upon or given to a DIP Lender or the Agent at the address set forth in the DIP Loan Agreement or, if to the Pledgor at or to its address or facsimile number set forth below its name on the signature page hereof, or at or to such other address or facsimile number as such party shall have designated in a written notice to the other party. All such notices and communications shall be deemed to be delivered when a record (within the meaning of the UCC) has been (i) delivered by hand; (ii) sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, first class (or air mail, with respect to communications to be sent to or from the United States), postage prepaid; and (iii) if sent by facsimile, when sent.

SECTION 10 No Waiver; Cumulative Remedies. No failure on the part of Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to Secured Party.

SECTION 11 [Reserved]

SECTION 12 Binding Effect. This Agreement shall inure to the benefit of and be enforceable by Pledgor, Secured Party, the DIP Lenders and their respective successors and assigns and shall be binding on all successors and assigns of the Pledgor. Pledgor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder without the prior express written consent of Secured Party. Any such purported assignment, transfer, hypothecation or other conveyance by Pledgor without the prior express written consent of Secured Party shall be void. Pledgor acknowledges and agrees Secured Party and DIP Lenders may assign, or grant participations in, all or a portion of their rights and obligations hereunder. Upon any assignment of Secured Party's or any DIP Lender's rights hereunder, such assignee shall have, to the extent of such assignment, all rights of Secured Party or DIP Lender (as applicable) hereunder. Pledgor agrees that, upon any such assignment, such assignee may enforce directly, without joinder of Secured Party or any DIP Lender, the rights of Secured Party or DIP Lender (as applicable) set forth in this Agreement. Any such assignee shall be entitled to enforce Secured Party's or DIP Lender's (as applicable) rights and remedies under this Agreement to the same extent as if it were an original party named herein.

SECTION 13 Governing Law; Jurisdiction Jury, Waiver.

(a) This Agreement shall be governed by, and construed in accordance with, the law of the State of California except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Intellectual Property Collateral are governed by the law of a jurisdiction other than California.

(b) The Pledgor hereby (i) submits to the non-exclusive jurisdiction of the courts of the State of California and the Federal courts of the United States sitting in the State of California for the purpose of any action or proceeding arising out of or relating to this Agreement, (ii) agrees that all claims in respect of any such action or proceeding may be heard and determined in such courts, (iii) irrevocably waives (to the extent permitted by applicable law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum, and (iv) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law.

(c) THE PLEDGOR HEREBY AGREES TO WAIVE, AND THE SECURED PARTY AND THE DIP LENDERS BY THEIR ACCEPTANCE HEREOF HEREBY AGREE TO WAIVE, THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE PLEDGOR HEREBY AGREES, AND THE SECURED PARTY AND THE DIP LENDERS BY THEIR ACCEPTANCE HEREOF HEREBY AGREE, THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, THE PLEDGOR FURTHER AGREES, AND THE SECURED PARTY AND THE DIP LENDERS BY THEIR ACCEPTANCE HEREOF FURTHER AGREE, THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM, OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. A COPY OF THIS SECTION MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF THE RIGHT TO TRIAL BY JURY AND CONSENT TO TRIAL BY COURT.

SECTION 14 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties.

SECTION 15 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and

regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 16 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 17 Termination. Upon (i) the indefeasible payment and performance in full of all Secured Obligations, and (ii) the termination of the DIP Loan Agreement and the Commitments, the security interest created under this Agreement shall terminate and Secured Party, at the cost of Pledgor, shall promptly execute and deliver to Pledgor such documents and instruments reasonably requested by Pledgor as shall be necessary to evidence termination of all security interests given by Pledgor to Secured Party hereunder.

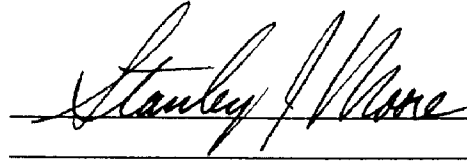
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

THE PLEDGOR

YIPES PROPERTIES, INC.

By:
Title:



THE SECURED PARTY:

NORWEST VENTURE PARTNERS VII L.P.
in its capacity as administrative agent for the DIP
Lenders.

By:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
of the date first above written.

THE PLEDGOR

YIPES PROPERTIES, INC.

By: _____
Title: _____

THE SECURED PARTY:

NORWEST VENTURE PARTNERS VII L.P.
in its capacity as administrative agent for the DIP
Lenders.

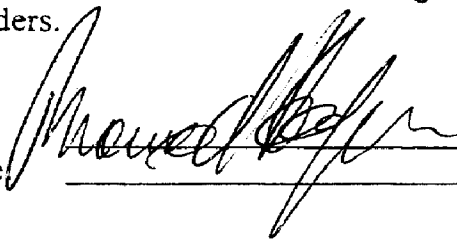
By:  _____
Title: _____

EXHIBIT A

Issued Patents of Pledgor

None

EXHIBIT A

Pending Patent Applications of Pledgor

<u>Application No.</u>	<u>Filing Date</u>	<u>Inventors</u>	<u>Title</u>	<u>Country of Filing</u>
Request for Provisional Application, Serial No. 60/209,796, Docket Number 58400-011	6/7/00	Kamran Sistanizadeh, Masoud Kamali, Tom Kruckewitt, Lynn Bashaw, Alex Tashayod, Craig Collar, Frank Robles	Regional IP Over Fiber Network Service Architecture	U.S.A.
Serial No. 09/861,887, Docket No. 58400-014	5/22/01	Kamran Sistanizadeh, Masoud Kamali	Operations and Provisioning Systems for Managed IP Service Over an Optical Fiber Metro Area Network	U.S.A.
Serial No. 09/793,703, Docket No. 58400-015	2/27/01	Kamran Sistanizadeh, Masoud Kamali, Lynn Bashaw, Alex Tashayod, Craig Collar	Enhanced Data Switching/ Routing for Multi-Regional IP Over Fiber Network	U.S.A.
Serial No. 09/861,885, Docket No. 58400-016	5/22/01	Kamran Sistanizadeh, Masoud Kamali	Latency Measurement and Traffic Analysis for An Optical Fiber Metro Area Network	U.S.A.

EXHIBIT B

Trademarks of Pledgor

None

B-1

EXHIBIT B

Pending Trademark Applications of Pledgor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>	<u>Country of Filing</u>
Serial No. 76/249,278	4/30/01	Yipes Properties, Inc.	APPLICATION AWARE NETWORK	United States
Serial No. 76/238,426	4/10/01	Yipes Properties, Inc.	CUSTOMER CONTROLLED NETWORK	United States

EXHIBIT C

Copyright/Mask-Work Registrations of Pledgor

None

C-1