

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

COMM-WORKS, LLC
COMM-WORKS/MAHON, LLC
COMM-WORKS/FORTRAN, LLC
COMM-WORKS HOLDINGS, LLC

Execution Date(s) 1/13/2005

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

2. Name and address of receiving party(ies)

Name: CAPITALSOURCE FINANCE LLC

Internal Address: _____

Street Address: 4445 Willard Avenue, 12th Fl.

City: Chevy Chase

State: MD

Country: USA Zip: 20815

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5875242
5911593

Additional numbers attached? Yes No

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

Name: Darren W. Collins

Internal Address: _____

Street Address: 2001 Ross Ave., Suite 3000

City: Dallas

State: TX Zip: 75201

Phone Number: 214-758-1500

Fax Number: 214-758-1550

Email Address: dcollins@pattonboggs.com

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

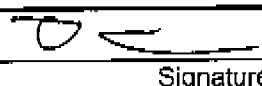
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-2816

Authorized User Name Darren Collins

9. Signature:



Signature

1/29/05

Date

Darren W. Collins

Name of Person Signing

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

15

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5985, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$80.00 502816 5875242

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of January 13, 2005 (this "Agreement"), made by and between **COMM-WORKS, LLC**, an Ohio limited liability company ("Comm-Works"), **COMM-WORKS/MAHON, LLC**, a Delaware limited liability company ("Mahon"), **COMM-WORKS/FORTRAN, LLC**, a Delaware limited liability company ("Fortran"), and **COMM-WORKS HOLDINGS, LLC**, a Delaware limited liability company ("Holdings") (Comm-Works, Mahon, Fortran, and Holdings sometimes hereinafter referred to individually and collectively, jointly and severally, as "Borrower" or the "Borrowers"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company as administrative and payment agent (the "Agent") for itself and certain other lenders.

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Agreement dated as of January 13, 2005 by and among the Borrower, Agent and the lenders party thereto (collectively, the "Lenders") (as amended, supplemented or otherwise modified from time to time the "**Loan Agreement**"), the Credit Parties have granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Borrowers in, to and under all of the Borrowers' Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Borrowers under the Loan Agreement; and

WHEREAS, each Borrower is the owner of the entire right, title and interest in, to and under such Borrower's respective Intellectual Property listed on Schedule I hereto; and

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Loan Agreement, the Borrowers hereby agree with the Agent as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

(b) Definitions of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"**Copyrights**" shall mean, with respect to any Borrower, all of such Borrower's now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

"**Copyright Licenses**" shall mean all agreements, whether written or oral, providing for the grant by or to any Borrower of any right to use any Copyright.

"**Loan Agreement**" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Intellectual Property" shall mean all: (i) Trademarks and Trademark Licenses; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) goodwill of the business symbolized by any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License, including, without limitation, records relating to the distribution of products or services bearing such Trademark, Patent or Copyright; (v) all customer lists and customer information, (vi) all income, fees, royalties and other payments at any time due or payable with respect to any Trademark, Patent or Copyright, including, without limitation, payments under all Licenses at any time entered into in connection therewith; (vii) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; (viii) the right to sue for all past, present and future infringements of any Trademark, Patent or Copyright; (ix) all other intellectual property; and (x) all common law and other rights throughout the world in and to all of the foregoing.

"IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

"Licenses" shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

"Patents" shall mean, with respect to any Borrower, all of such Borrower's now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Borrower of any right to manufacture, use or sell any invention covered by a Patent.

"Trademarks" shall mean, with respect to any Borrower, all of such Borrower's now existing or hereafter acquired right, title, and interest in and to: (i) all of such Borrower's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all renewals thereof; (iii) the entire goodwill of the such Borrower's business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Borrower of any right to use any Trademark.

(c) Other Definitional Provisions.

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular

provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, each Borrower hereby confirms and acknowledges that it has granted, assigned and conveyed (and, to the extent not previously granted under the Loan Agreement, does hereby grant, assign and convey) to Agent for the benefit of itself and the Lenders a security interest in such Borrower's entire right, title and interest in its respective Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by such Borrower, and including, without limitation, each Borrower's right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Borrower's business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "**IP Collateral**").

3. **Protection of Intellectual Property by Borrowers.** The Borrowers shall, at their sole cost, expense and risk, undertake the following with respect to the Intellectual Property:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) Pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) Take any and all action which the Borrowers reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. **Representations and Warranties.** Each Borrower represents and warrants that:

(a) Schedule I is a true, correct and complete list of all the Trademarks, Trademark Licenses, Patents, Patent Licenses, Copyrights, Copyright Licenses and domain names owned by the Borrowers as of the date hereof.

(b) Except as set forth in Schedule I, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which any Borrower is the licensor or franchisor.

(c) The Intellectual Property identified on Schedule I hereto, is valid and enforceable and no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person, and no material claim has been asserted and is pending by any Person challenging or questioning the use by any Borrower of any of the Intellectual Property owned by any Borrower or the

validity or effectiveness of any of the Intellectual Property owned by any Borrower, nor does any Borrower know of any valid basis for any such claim.

(d) Each Borrower owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and such Borrower is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, the Intellectual Property, other than Permitted Liens and Liens in favor of the Agent.

(e) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Borrower's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of any Borrower.

(f) Each Borrower has the legal right and authority to enter into this Agreement and perform its terms.

(g) The Borrowers shall give the Agent written notice (with reasonable detail) in accordance with Section 6.1(h) of the Loan Agreement following the occurrence of any of the following:

(i) The Borrowers' obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) The Borrowers' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

(iii) The Borrowers' entering into any new Licenses.

(iv) The Borrowers' knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Borrowers' ownership of, or the validity of, any material Intellectual Property or the Borrowers' right to register the same or to own and maintain the same.

(h) No Borrower shall enter into any new Licenses except as provided for, and pursuant to the terms and provisions of, the Loan Agreement.

5. **No Violation of Loan Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Loan Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Loan Agreement.

6. **Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 4(g)(i), 4(g)(ii) and 4(g)(iii) above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of the Agent, the Borrowers shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may request to evidence the Agent's security interest in any Intellectual Property and the goodwill of the Borrowers relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and the Borrowers hereby constitute the Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Borrowers' Rights To Enforce Intellectual Property.** Prior to the Agent's giving of notice to the Borrowers (i) following the occurrence and during the continuance of an Event of Default or (ii) pursuant to Section 8(a) below, the Borrowers shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Borrowers to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) The Borrowers first provide the Agent with written notice of the Borrowers' intention to so sue for enforcement of any Intellectual Property. If, in the reasonable opinion of the Agent, the Borrowers have failed to take appropriate action within sixty (60) days after such notice is given to Agent, upon notice to the Borrowers, the Agent may (but shall not be required to) itself take such action in the name of the Borrowers.

(b) Any money damages awarded or received by the Borrowers on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, to be applied as provided in Sections 2.5 or 9.2 of the Loan Agreement, as applicable.

(d) Following the occurrence of any Event of Default, the Agent, by notice to the Borrowers may terminate or limit the Borrowers' rights under this Section 7.

8. **Agent's Actions To Protect Intellectual Property.** In the event of:

(a) the Borrowers' failure, within five (5) days of written notice from the Agent, to cure any failure by the Borrowers to observe or perform any of the Borrowers' covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of the Borrowers, may (but shall not be required to) act in the Borrowers' place and stead and/or in the Agent's own right in connection therewith.

9. **Rights Upon Default.** Upon the occurrence of any Event of Default, the Agent may exercise all rights and remedies as provided for in the Loan Agreement.

10. **Agent as Attorney In Fact.**

(a) The Borrowers hereby irrevocably constitute and designate the Agent as and for the Borrowers' attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of the Borrowers.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Borrower for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

11. **Agent's Rights.** Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Borrowers' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. **No Limitation; Loan Agreement.** This Agreement has been executed and delivered by the Borrowers for the purpose of recording the security interest granted to the Agent with respect to the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Borrowers, the Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

13. **Termination; Release of Trademark Collateral.** This Agreement and all obligations of the Borrowers and the Agent hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash and the Loan Agreement and other Loan Documents are terminated in accordance with the terms of the Loan Agreement. Upon termination of this Agreement, the Agent shall, at the expense of the Borrowers, take such actions required by the Loan Agreement to release its security interest in the IP Collateral.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon the Borrowers and their respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns.

15. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

COMM-WORKS, LLC

By: Karen L. Tuleta
Name: Karen L. Tuleta
Title: Vice President

COMM-WORKS/MAHON, LLC

By: Karen L. Tuleta
Name: Karen L. Tuleta
Title: Vice President

COMM-WORKS/FORTRAN, LLC


By: Karen L. Tuleta
Name: Karen L. Tuleta
Title: Vice President

COMM-WORKS/HOLDINGS, LLC

By: Karen L. Tuleta
Name: Karen L. Tuleta
Title: Vice President

CAPITALSOURCE FINANCE LLC

as the Agent

By: 
Name: Joseph Tritz
Title: General Counsel, Corporate Finance Group

Schedule I

The Credit Parties own the following intellectual property:

U.S. Patent Registrations:

Patent	Party	Registration Number	Registration Date
Telecommunications Installation and Management System and Method	Fortran	Registration No. 5875242	02/23/1999
Electrical Conductor Terminal and a Method of Connecting an Electrical Conductor to a Terminal	Fortran	Registration No. 5911593	06/15/1999

U.S. Federal Trademark/Service Mark Registrations:

Trademark	Party	Registration Number	Filing/Registration Date
SiteMan	Fortran	2,192,970	12/02/1996
Comm-Works and Design	Comm-Works	2,802,207	01/06/2004
Comm-Works	Comm-Works	2,802,206	01/06/2004
Comm-Works	Comm-Works	2,802,060	01/06/2004
Comm-Works and Design	Comm-Works	2,354,591	06/06/2000
Web-Works (pending)	Comm-Works	78,308,045	10/01/2003

Common Law Trademarks/Service Marks:

Comm-Works may have limited common law trademark right to the logos and slogans set forth below:

- (a) One call. We take it from there. Anywhere.SM
- (b) Web-WorksSM

U.S. Copyright Registrations:

Title	Party	Registration No.	Registration Date
Comm-Works Work Order Systems	Comm-Works	TX5036566	08/24/1999

Trade Names:

Fortran Telephone Communications Systems; Fortran Communication Systems; Fortran Corporation; Mahon Communication Corporation; Mahon Cable Corporation; Mahon Communications Corporation

Domain Names:*

Domain Name	Party	Registrar	Expiration Date
COMM-WORKS.BIZ	Comm-Works	Network Solutions, LLC	04/16/2005
VENDORWORKS.COM	Comm-Works	Network Solutions, LLC	03/21/2006
ECOMM-WORKS.COM	Comm-Works	Network Solutions, LLC	08/10/2005
E-COMM-WORKS.COM	Comm-Works	Network Solutions, LLC	08/10/2005
COMM-WORKS.NET	Comm-Works	Network Solutions, LLC	08/10/2005
COMM-WORKS.COM	Comm-Works	Network Solutions, LLC	04/17/2009
VENDOR-WORKS.COM	Comm-Works	Network Solutions, LLC	04/01/2006
CWITEST.COM	Comm-Works	Network Solutions, LLC	03/01/2007
COMM-WORKS.TV	Comm-Works	Network Solutions, LLC	04/16/2005
mahoncom.com	Mahon	Register.com	01/20/2006
fortran-corp.com	Fortran	Register.com	08/07/2006

*The listed domain names are to be obtained post-closing.

SOLICITORS, 39233, 00001, 100766156.3, Comm-Works - Sched to IP Security Agmt 01-06-05

Exhibit of Patents and Applications

Patents

Applications

5,875,242

5,911,593