

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5304275

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
WITEL COMMUNICATIONS, LLC	09/24/2004
CG AUSTRIA, INC.	09/24/2004
CRITICAL CONNECTIONS, INC.	09/24/2004
VYVX, LLC	09/24/2004
WCS COMMUNICATIONS SYSTEMS, INC.	09/24/2004
WITEL COMMUNICATIONS MANAGED SERVICES OF CALIFORNIA, INC.	09/24/2004
WITEL COMMUNICATIONS OF VIRGINIA, INC.	09/24/2004
WITEL COMMUNICATIONS PROCUREMENTS, LLC	09/24/2004
WITEL LOCAL NETWORK, LLC	09/24/2004
WITEL COMMUNICATIONS PROCUREMENT, LP	09/24/2004
WITEL TECHNOLOGY CENTER, LLC	09/24/2004
FTV COMMUNICATIONS LLC	09/24/2004

RECEIVING PARTY DATA

Name:	CREDIT SUISSE FIRST BOSTON, ACTING THROUGH ITS CAYMAN ISLANDS BRANCH AS FIRST LIEN ADMINISTRATIVE AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16222786

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: patent.docketing@level3.com

Correspondent Name: LEVEL 3 COMMUNICATIONS, LLC

Address Line 1: 1025 ELDORADO BLVD.

Address Line 4:	BROOMFIELD, COLORADO 80021
ATTORNEY DOCKET NUMBER:	0077-US-C2
NAME OF SUBMITTER:	JONATHAN C. SIEKMANN
SIGNATURE:	/Jonathan C. Siekmann/
DATE SIGNED:	12/31/2018
Total Attachments: 9 source=25_2004.09.24 2nd Amended and Restated Patent Security Agmt - Wiltel Comm LLC to Credit Suisse#page1.tif source=25_2004.09.24 2nd Amended and Restated Patent Security Agmt - Wiltel Comm LLC to Credit Suisse#page2.tif source=25_2004.09.24 2nd Amended and Restated Patent Security Agmt - Wiltel Comm LLC to Credit Suisse#page3.tif source=25_2004.09.24 2nd Amended and Restated Patent Security Agmt - Wiltel Comm LLC to Credit Suisse#page4.tif source=25_2004.09.24 2nd Amended and Restated Patent Security Agmt - Wiltel Comm LLC to Credit Suisse#page5.tif source=25_2004.09.24 2nd Amended and Restated Patent Security Agmt - Wiltel Comm LLC to Credit Suisse#page6.tif source=25_2004.09.24 2nd Amended and Restated Patent Security Agmt - Wiltel Comm LLC to Credit Suisse#page7.tif source=25_2004.09.24 2nd Amended and Restated Patent Security Agmt - Wiltel Comm LLC to Credit Suisse#page8.tif source=25_2004.09.24 2nd Amended and Restated Patent Security Agmt - Wiltel Comm LLC to Credit Suisse#page9.tif	

SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT ("Agreement"), dated as of September 24, 2004, is entered into by and between each Grantor listed on the signature pages hereto, (collectively, the "Grantors") and Credit Suisse First Boston, acting through its Cayman Islands Branch, (together with its successors and assigns, the "Assignee"), as Administrative Agent and First Lien Administrative Agent pursuant to the Second Amended and Restated Security Agreement dated as of September 24, 2004, between the Assignee and each of the Grantors (the "Security Agreement"), and pursuant to the Third Amended and Restated Credit Agreement dated as of September 24, 2004 among Witel Communications LLC, the other Grantors, the Lenders and the Assignee (the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Grantor is granting a security interest to the Assignee in certain collateral, including the Patents set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to the Assignee, for the ratable benefit of the First Lien Secured Parties, a security interest in, and assigns and transfers to the Assignee, all of the Patents now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's First Lien Obligations.

(b) For purposes of this Agreement, "Patents" shall mean (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(c) Schedule A hereto contains a true and accurate list of all of each Grantor's Patents.

(d) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Assignee, of any or all other rights, powers or remedies.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement in the name of and on behalf of such Grantor without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Patent owned or subsequently acquired by such Grantor. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Governing Law

**THIS AGREEMENT SHALL BE GOVERNED BY, AND
CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF
THE STATE OF NEW YORK.**

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

WITEL COMMUNICATIONS, LLC

By: *M. J. DeVerges*
Name:
Title:

WITEL COMMUNICATIONS GROUP, INC.

By: *M. J. DeVerges*
Name:
Title:

CG AUSTRIA, INC.

By: *M. J. DeVerges*
Name:
Title:

CRITICAL CONNECTIONS, INC.
VYVX, LLC
WCS COMMUNICATIONS SYSTEMS, INC.
WITEL COMMUNICATIONS
MANAGED SERVICES OF CALIFORNIA, INC.
WITEL COMMUNICATIONS OF VIRGINIA, INC.
WITEL COMMUNICATIONS
PROCUREMENT, L.L.C.
WITEL LOCAL NETWORK, LLC

By: *M. J. DeVerges*
Name:
Title:

[Signature Page to Second Amended and Restated Patent Security Agreement]

WITEL COMMUNICATIONS
PROCUREMENT, LP
By: WiTel Communications, LLC, as
General Partner

By: *M. DeLuca*
Name:
Title:

WITEL TECHNOLOGY CENTER, LLC
By: WiTel Communications, LLC, as Sole
Member

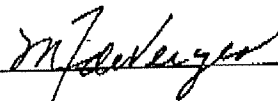
By: *M. DeLuca*
Name:
Title:

FTV COMMUNICATIONS LLC
By: WiTel Communications, LLC, as Sole
Member


By: *M. DeLuca*
Name:
Title:

AGREED AND ACKNOWLEDGED:

WILLIAMS COMMUNICATIONS
GROUP, INC.

By: 
Name:
Title:

WITEL AIRCRAFT LEASING, LLC
By: WilTel Communications, LLC, as Sole
Member

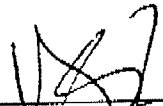
By: 
Name:
Title:


ASSIGNEE:

CREDIT SUISSE FIRST BOSTON, acting
through its Cayman Islands Branch

By: _____

Name:
Title:


VANESSA GOMEZ
ASSOCIATE


ROBERT HETU
DIRECTOR

[Signature Page to Second Amended and Restated Patent Security Agreement]

Schedule A to SECOND AMENDED AND RESTATED PATENT SECURITY
AGREEMENT

**ISSUED PATENTS OWNED BY
WILTEL COMMUNICATIONS GROUP, INC.**

Patent	Patent Number	Issue Date	Jurisdiction
Network information control method utilizing a common command format and a centralized storage management system	6,415,289	7/2/02	U.S.
A satellite communications network (cyclocypher)	5,029,232	7/2/91	U.S.

**PATENT APPLICATIONS OWNED BY
WILTEL COMMUNICATIONS GROUP, INC.**

Patent	Serial Number	Jurisdiction
A System and Method for Performing Broadcast-Enabled Disk Drive Replication in a Distributed Data Delivery Network (Acquired from iBEAM assignment recorded 3/2/2002 in USPTO)	09/770,680	U.S.
A System and Method for Mirroring and Caching Compressed Content in a Content Distribution Environment (Acquired from iBEAM assignment recorded 3/2/2002 in USPTO)	09/770,681	U.S.
Method and Apparatus for Client-Side Authentication and Stream Selection in a Content Distribution Environment (Acquired from iBEAM assignment recorded 3/2/2002 in USPTO)	09/770,632	U.S.
A System and Method for Determining Optimal Server in a Distributed Network for Serving Content Streams (Acquired from iBEAM assignment recorded 3/2/2002 in USPTO)	09/770,642	U.S.

A System and Method for Determining Optimal Server in a Distributed Network for Serving Content Streams (Acquired from iBEAM)	PCT/US01/02852	EUROPE (application 01914336.1), JAPAN (2001-555355), CANADA(application 2,398,373), MEXICO (application PA/a/2002/007308)
A System and Method for Rewriting a Media Resource Request and/or Response Between Origin Server and Client (Acquired from iBEAM)	PCT/US01/02821	EUROPE (application 01908727.9), JAPAN (application 2001-555354), CANADA (2,398,499), MEXICO (application PA/a/2002/007310)
A System and Method for Rewriting a Media Resource Request and/or Response Between Origin Server and Client (Acquired from iBEAM assignment recorded 3/2/2002 in USPTO)	09/770,645	U.S.
Method and System for Real-Time distributed Data Mining and Analysis for Networks (Acquired from iBEAM assignment recorded 3/2/2002 in USPTO)	09/770,641	U.S.
Real Time Internet Transcript Presentation System (Acquired from iBEAM assignment recorded 3/2/2002 in USPTO)	09/988,803	U.S.
Internet Route Deaggregation and Route Selection Preferencing (Acquired from Core Express assignment recorded 3/1/2002 in USPTO)	09/594,461	U.S.
Internet Route Deaggregation and Route Selection Preferencing (Acquired from Core Express)	PCT/US01/19080	JAPAN (2002-504075), MEXICO (PA/a/2002/012346) *CANADA (2413029) *EUROPE (2001946349)
Method and System for Measuring One-Way Delay Variation (Acquired from Core Express assignment recorded 3/1/2002 in USPTO)	09/574,307	U.S.

Method and System for Measuring One-Way Delay Variation (Acquired from Core Express)	PCT/US01/15741	EUROPE (01937419.8), JAPAN (2001-586844), CANADA (2,409,001), MEXICO (PA/a/2002/011438)
Method and System for Route Table Minimization (Acquired from Core Express assignment recorded 3/1/2002 in USPTO)	09/847,980	U.S.
Method and System for Sending Information on an Extranet (Note: expands previous application) (Acquired from Core Express assignment recorded 3/1/2002 in USPTO)	09/849,176	U.S.
Method and System for Sending Information on an Extranet (Acquired from Core Express)	PCT/US01/14366	EUROPE (1931048.1), JAPAN (2001-582960), CANADA (2,408,603), MEXICO (PA/a/2002/010912)
Method and System for Sending Information on an Extranet (Acquired from Core Express)	PCT/US01/14647	EUROPE (01933113.1), JAPAN (2001-582963), CANADA (2,408,607), MEXICO (PA/a/2002/010911)
Method and Apparatus for Performance Measurement of Different Network Routes between Devices (Acquired from Core Express assignment recorded 3/1/2002 in USPTO)	09/964,232	U.S.
Method and Apparatus for Performance Measurement of Different Network Routes between Devices	PCT/US02/30334	CANADA (2,461,453 / filed 03/23/2004)
Method for the Transmission and Distribution of Digital Television Signals	10/769,465	U.S.

*To be abandoned.